

The Newport Corporation



MEMBER HANDBOOK INFORMATION, GUIDELINES, AND RULES 2018

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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, business/work phone numbers, 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. 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 4:00 p.m., Monday – Friday, except holidays. For building problems experienced on weekends or holidays, call the front desk/garage at (414.276.8929). All staff have numbers to reach maintenance personnel and/or Founders3 Management Co. In case of an after-hours maintenance/building emergency, dial the 24 hour service line (800-708-7462). For health emergencies, call 911. Also if you are able, call the front desk or garage and let them know you have called 911.

c) MANAGEMENT – The Newport Corporation is self-managed, but uses Founders3 Management Company for financial reporting and emergency maintenance. Building staff is as follows:

Property Manager:	Lori Ferguson
Telephone:	414.326.3575
E-mail:	lferguson436@gmail.com

Building Superintendent:	Luke Dorsey
Assistant Maintenance Tech:	Russell Willmann

Security Manager:	Amber Schumitsch
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Garage Attendants:	Trisha Multaler 1 st shift week days
	Augusto Magsaysay 2 nd shift week days
	Brandon Hampton 3 rd shift week days
	Stan Cope (1 st shift weekends)
	Valentino Collado 2 nd shift weekends

Bruce Hurley 3rd shift weekends
Alexis Keys (Alternating weekends)

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 E Juneau Ave, Milwaukee, WI 53202.

The Newport maintains an office mail box outside the office door.

e) PACKAGES – Mail delivered by the post office is placed in Member's/Resident's individual mailbox. UPS and Federal Express packages will be delivered to the package area located in the lobby at the front desk. The doorperson will sign for packages and will request Member/Resident 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 – Members/Residents should check house mailboxes and bulletin boards for information and notices. A Listserv is managed by the Newport Office to communicate important building information.

g) ABSENCES – Members/Residents are requested to notify the office before leaving town and supply phone/address/contact information. Members are encouraged to allow the maintenance staff to check units during absences.

h) NEWSPAPERS – Daily newspapers such as the *Milwaukee Journal-Sentinel*, *New York Times*, and *Wall Street Journal* can be delivered to Member's/Resident's unit doors daily. Ordering, canceling, and interruptions of service are the Member's/Resident's responsibility.

i) NO SMOKING / TOBACCO POLICY – Smoking is permitted only on the East Terrace designated area 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/Residents may not solicit, either in person or by written material, for any commercial purpose.

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

l) CARTS – A limited number of carts are available in the garage area for the convenience of all Members/Residents. In order that all may have access to these carts, courtesy dictates they be returned promptly 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 Member/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/Resident whose assigned day it is.

Each Member/Resident must 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, and never 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) – Members/Residents, guests, and employees thereof shall use the Member's/Resident's lavatory facilities. When events are held on the roof, east patio, or lobby, all in attendance may use the available non-unit facilities. All Members/Residents, guests, staff, employees, etc. who require handicap accessible lavatory facilities may use the lobby facilities whenever needed. Other use of 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/Residents. Prior notice of attendance is not required UNLESS you wish to have time allocated on the agenda. In that case, please inform the Property Manager in writing 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/Residents must contact the Property Manager no less than two weeks in advance for availability on date and times for a move.

b) HOURS ALLOWED – Members/Residents are allowed to move only Monday – Friday 8 am – 5 pm (flexible) as assigned by the Property Manager.

c) CERTIFICATE OF INSURANCE – All movers must provide a certificate of insurance listing The Newport Corporation as an additional insured prior to the commencement of the move.

d) DESIGNATED ELEVATOR – All movers must use east elevator only. The Member/Resident is responsible to ensure the movers use the elevator pads in connection with the move-in or move-out.

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

f) ENTRY – All move-ins or 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 Members/Residents and their guests. The garage entrance is designed for use by Members/Residents and by trades or service people, employees, and for all large deliveries and moving activities. The doorman or garage attendant will announce all guests and deliveries unless such guest is named on that Member's/Resident's pre-authorized list. Members/Residents are to encourage their guests to cooperate with the doorman or garage attendant during security and identity checks, of benefit to all. When the doorman or garage attendant is not immediately available to screen, these guests/entrants are not allowed into the building until greeted by the doorman or garage attendant, unless the host is able to meet such guests/entrants personally.

After 10:00 p.m. the Member/Resident will be called by the garage attendant if the Member/Resident does not admit the visitor. The visitor will not be allowed into the building until the Member arrives to VERIFY the visitor. The garage attendant or doorman has the right to deny entry to anyone who refuses to cooperate with the above procedures and other security measures. In the event a visitor is verbally or physically abusive, the Member/Resident will be fined (refer to Rule 13(c)). When a Member/Resident is absent from the building, the garage attendant and doorman will permit entry only to those people named on that Member's/Resident's pre-authorized list. If the Newport staff does not have their names on the list, they will not be admitted.

If a Member/Resident meets and permits a guest to enter the building, he or she shall make certain both the outer door and the inner door to the building are securely locked after admission.

b) EAST TERRACE DOOR AND SOUTH GATES – When using the East Terrace door, be aware that it locks behind you. The main door key opens this door and the south gates. Be sure gates are locked behind you.

c) MISPLACED, LOST, OR STOLEN KEYS – A key loss should be immediately reported to the Property Manager. Replacement main door keys may be obtained from the Property Manager at then current costs.

d) DELIVERIES – Except for postal, express mail, parcels and food deliveries made to the front desk, all deliveries are made through the garage. For deliveries through the garage, the Member/Resident expecting the delivery must notify the Property Manager in advance of the delivery and provide proper paperwork and proof of insurance. The delivery agent shall notify the garage attendant or the door person upon arrival to obtain access to parking.

e) ACCESS FOR VENDORS AND CONTRACTORS – Member/Residents expecting vendors or contractors to perform services in a Member's unit must notify the Property Manager in advance of the nature of the work or improvements contemplated. Certificate of Insurance is required of the vendor or contractor. Workers may be admitted between the hours of 8:00 am and 5:00 pm on weekdays. Member/Residents should minimize noise and/odors to the extent possible so not to disturb other residents in the building. The doorperson, Property Manager, or Building Superintendent will give directions to available parking (if needed).

f) EMERGENCY ENTRY – The Newport reserves the right to enter Member's/Resident's unit at any time 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 doorperson 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 a doorperson is not on duty, ringing the doorbell located to the upper right side of the front door will summon the garage attendant. If the garage attendant is occupied, the response might take several minutes.

If a Member/Resident 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/Resident's building key, should be locked at all times.
- Generally, the front door is locked at all times.

h) KEYS – Members/Residents 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 Property Manager. Replacement main door keys may be obtained from the Property Manager at then current costs.

Keys to individual units are the sole responsibility of each Member/Resident. Each Member/Resident is required to provide the Property Manager with a unit key. If a Member/Resident changes locks, the Property Manager must be provided with an updated key. These keys are kept locked up, with access only to authorized Newport staff and designated Board Members in case of emergency. If a Member/Resident 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.

Members/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 them) or give a spare key to a neighbor.

i) UNIT KEYS AND UNIT ACCESS BY OTHERS –

Members/Residents may provide duplicate copies of their individual unit keys to individuals of their choosing. Doing so does not, however, allow those individuals access to the building nor the right to enter a unit. Such individuals will be admitted to the building if they have been identified by the Member/Resident on the specified Newport form, a copy of which 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 Property Manager will do so at then current costs.

4. GUEST POLICIES

a) BUILDING ACCESS – Guests coming to the building usually must enter via the front door. However, the guest may be directed to drive into the garage. The garage attendant must spot, announce, and if approved by the Member/Resident, admit the guest to the elevator lobby.

Guests are to abide by all building rules. The doorman or garage attendant announces all guests to obtain Member's/Resident's permission for entry, unless the Member/Resident has provided prior written notice. If several guests are expected for an occasion, a written list should be submitted to the doorman no later than the morning of the event. If a Member/Resident or guest uses the front door when the doorman 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, the Member/Resident is responsible to escort the guest and/or make prior written arrangements with the Property Manager.

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

b) GUEST PARKING – Parking for guests may be arranged through the Property Manager or the doorman 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 are made in advance.

d) GUEST UNIT 101 – Unit 101 is maintained for guests of Members/Residents. Reservations may be made through the Property Manager. It has a queen size bed and a queen size futon, phone, cable TV, microwave, stove, and refrigerator. The Member/Resident must provide sheets, blankets, towels, and toiletries. A parking space, if available, accompanies the rental of Unit 101. When guests leave, the Member/Resident should see that the rooms are left in the same condition in which they were found. A charge for repair of damage or extra cleaning required to returning the unit to its original condition will be assessed. Please note check in time is 3:00 pm and checkout time is 11:00 a.m. to allow for preparation for the next guests. Overnight rental

prices may be obtained from the Property Manager, subject to change by the Board of Directors. The Member/Resident will receive an invoice from the Property Manager. The key may be picked up from the Property Manager or the doorman and should be returned or placed in the office mailbox immediately upon vacancy.

If your plans change, please notify the Property Manager at least three days in advance. If not so advised, and Unit 101 remains unoccupied, the Member/Resident will be charged a fee of 50% of the current daily fee for the dates reserved. Often a waiting list does exist; the objective is to accommodate all Members'/Residents' requests. **AN ADULT MUST ACCOMPANY CHILDREN UNDER THE AGE OF 18.**

RESERVATIONS – Reservations can be made on a first-come, first serve basis no more than six months prior to the date(s) desired. Notwithstanding the foregoing, should a Member/Resident have reserved Unit 101 during a high demand event or holiday period the preceding year, another Member/Resident may 'bump' such reservation up to five months prior to the date(s) so reserved. The Property Manager accepts reservations. Unit 101 shall not be occupied for more than seven consecutive days without the prior written consent of the Board of Directors.

Member/Residents must be in the building overnight in their unit when their guests are staying in Unit 101, except in the event of an emergency that prevents the Member from being in the building overnight. In any event, the Member/Resident is fully responsible for the behavior of their guests in Unit 101 and at the Newport.

e) OVERNIGHT GUESTS WHEN OWNER PRESENT – Guests (non-family members) may stay overnight in the Member's/Resident's unit for up to two weeks, subject to Rules 4a-c. Longer stays must be approved by the Board of Directors.

f) OVERNIGHT GUESTS WHEN OWNER ABSENT – When guests (non-family members) stay overnight (Rules 4a-c apply), the Property Manager must be notified in advance. Such guests staying beyond seven days must be approved by the Board of Directors prior to their arrival.

5. STORAGE

Any possessions Members/Residents may wish to store outside of the unit but within The Newport grounds must be stored in Member's/Resident's storage locker. Members/Residents 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 the Member(s)/Resident(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 1½ inches off the convectors to allow enough room for annual cleanings. Any damage caused to the building and/or another unit related to the project will be billed to the Member/Resident, including any balcony alteration or renovation.

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. Contractors 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 garage attendant. If earlier entry or later departure is necessary, the Property Manager must approve of such exceptions in advance. No contractors are to be in the building evenings, holidays, or on weekends. All contractors are also subject to Rule 3e.

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

Deliveries or removal of furniture, appliances, and any other bulky items are to be made only through the garage. A reservation must be made no later than 24 hours in advance with the Property Manager. The Member/Resident is responsible to ensure elevator pads are utilized for any such delivery or removal. Any damage to the building occurring during delivery or removal will be billed to the Member/Resident.

Deliveries of bulky items (i.e. couches, pianos, etc.) needing the assistance of the elevator company will be at the Member's/Resident's cost and require no less than 72 hours advance notice to the Property Manager, including the dimensions of the bulky items.

Members/Residents 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 – Members/Residents 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 prior written permission from the Board of Directors for the same, who shall grant permission **only** when required to do so by applicable state or federal law **or** when the equipment is not visible.

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 of Directors.

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 Members/Residents shall maintain window treatments in good order and repair. In the event that the interior window treatments require replacement, the

Member/Resident shall replace them. Members/Residents 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 Members/Residents promptly shall perform or shall have performed all maintenance and repair work within their units, including consultation with the Building Superintendent as appropriate. Members/Residents shall be responsible for damages and liabilities that any failure to maintain or repair may engender.

j) COST OF MAINTENANCE

i) Emergency Situations – Newport staff will respond to any and all emergency conditions at no initial cost to Members/Residents. Once the emergency is over, subsequent work and/or repairs will be subject to potential Member/Resident charges depending on the cause of the emergency.

ii) On Demand or Discretionary Work – Requests for work in individual units done by the building staff must be scheduled by the Property Manager. All requested work to be performed by Newport personnel will be billed at an hourly charge, as set by the Board of Directors. The work requested must be minor, within the acceptable limits of our staff, and must not require more than a few hours to complete. No major construction will be considered. A list of services presently available to Members is contained in the Member Handbook. Parts and supplies will be charged at cost and handling rates. These charges plus the labor costs will be billed directly to the Member/Resident.

k) NOISES AND ODORS – No Member/Resident shall permit any disturbing noises in the building, whether on the part of the Member/Resident, 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/Residents. This shall include loud music, operation of household appliances, etc.

Members/Residents must not permit odors to be unreasonably dispelled from their units.

l) DOORWAYS – Members/Residents 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 Member/Resident, or an Member's/Resident's agent, invitee, guest, or visitor, shall be the responsibility of the Member/Resident 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/Residents in any way. Business transactions or meetings may not be conducted in public areas, including: the lobby, Roof Top, office, Unit 101, or in the driveway.

o) RADIO, TELEVISION, AND INTERNET SERVICES – Television: cable access is provided to each unit; the price for basic cable service included is in the monthly maintenance fee. For additional channels and/or services, the providing company should be contacted directly for costs and installation. Internet, DSL, and other services can be provided to Members/Residents at their own cost. Any issues arising from these services must be resolved with the companies providing the services directly, subject to Rule 3e.

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

q) RIGHT TO INSPECT UNITS – The Board of Directors reserves the right to inspect any and all units upon declaration 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 – An excess of flammables in the Newport is prohibited, 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. as determined by the opinion of the

Board of Director's safety consultant. Any exception to this policy must be obtained in writing from the Board of Directors.

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

t) FEEDING BIRDS AND ANIMALS – Food may not be placed outside that attracts animals or birds. Promptly dispose of any nesting materials found on your balconies.

7. ROOF TOP / EAST TERRACE / BALCONIES / PATIOS

a) ACCESS – The Roof Top and East Terrace of The Newport are available for the pleasure and relaxation of all Members/Residents. If you wish to reserve the Roof Top or East Terrace, please advise the Property Manager. Notice of such reservation will be provided to Members/Residents. Except for the 3rd of July, these areas may be reserved on a first come, first serve basis.

b) HOURS AND ANNUAL SCHEDULE – The Roof Top and East Terrace will be available for use daily. These areas are not shoveled or salted during the winter or inclement weather.

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 Newport staff, are located on the East Terrace for use by Members/Residents, who are responsible for cleaning them after use. A spare gas tank is kept in the garage.

d) BALCONIES AND PATIOS – All non-enclosed balconies and patios shall be maintained in a neat, orderly, and attractive manner. Balconies are an integral part of the exterior of the building.

Members/Residents 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 Board of Directors or Property Manager.

8. PET POLICIES

The Newport allows only Members – not Residents, sub-lessees, or guests – to own and maintain fish in tanks up to 50 gallons and birds confined to cages. Members accept full responsibility for any damages or disruptions caused by having these fish or birds. Dogs, cats, and other animals are not permitted in the Newport or on the Newport grounds, including the Roof Top, East Terrace, and garage. Animals in vehicles temporarily parked in the driving circle are permitted. However, should Newport staff determine the situation is unsafe or undesirable, the person parking the vehicle will be required to remove the animal(s) from the Newport premises promptly. Service animals as permitted by law are permitted on the Newport premises; the owner of such animals shall be responsible for all actions by these animals.

9. UNIT RENTALS

Units are not to be rented without prior Board of Director's written approval. Any sub-lease approved shall be in a form acceptable to the Board of Directors and shall be subject and subordinate to Revised Articles of Incorporation of the Newport Corporation, its By-Laws, and to these Rules. 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 is designated as the freight elevator and must be used for move-ins, move-outs, deliveries and removals of furniture, and other bulky objects, subject to Rules 2d and 6b.

Each elevator has a means of communications for emergencies. The elevator telephone is located behind the panel of the elevator cab. The panel also has a button to engage a warning bell in the lobby area.

b) STAIRWELLS AND SERVICE AREAS – Stairwells are located at the east end of hallways and opposite the elevators. 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 brought to the proper receptacles in the garage or, upon obtaining a key from the Property Manager, 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. Cans, glass, recyclable plastic, and paper should be brought to the proper receptacles located in the “trash” room in the garage (next to the garage lobby entrance). No plastic bags may be placed in recyclable receptacles.

No aerosol cans, hazardous materials, painting materials, medical waste, body waste, explosive materials, or metal/plastic implements can 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.

d) SMOKE DETECTORS / FIRE ALARM SYSTEMS – The Newport fire/life safety systems are designed to minimize the chance of a life-threatening emergency. Members/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/Residents are asked to call the office if a replacement is needed more frequently.

e) CLEANING SERVICE – The common areas of the building are cleaned every day except Saturday, Sunday, and holidays.

f) HALLWAYS – Members/Residents may decorate their vestibule areas so long as no protrusions into the main hallway occur and no safety issues are created.

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/Residents 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 Building Superintendent. 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 N Prospect Avenue. The garage attendants operate the garage entries by using the intercom located on the north side of the drive if an individual does not have a garage door opener 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, vehicle supplies, etc. is permitted.

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

d) VEHICLES – A key to each vehicle parked in tandem spaces within the garage must be left in the vehicle or secured in The Newport garage office lockbox.

Garage Door Opener – each unit will be provided with a garage door opener. The Property Manager can provide a replacement should the opener stop working or, at Member's/Resident's cost, should the opener be lost or damaged.

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 Members/Residents. Short-term (15-minute parking) for guests and Members/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 may the driveway be blocked. The doorman has been directed to enforce these policies without

exception. Members/Residents 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 13c.

With permission from the doorman or the Property Manager and space available, guests may park for longer periods. Reservations for guest parking are available from the doorman or the Property Manager and are given on a first come basis. In all cases, the Member/Resident must ensure the request has reached the doorman.

f) GARAGE PARKING – Space refers to the Member/Resident's right to park one vehicle in the garage. Place refers to the specific parking area (numbers 1-85). The Property Manager assigns all 1st parking Places based on Member/Resident seniority. Seniority is determined by the date on which each Member/Resident acquires a unit in the Newport. Each Member/Resident has a Space in the garage (not a particular Place). Parking assignments are subject to change from time to time by the Property Manager and/or by the Board of Directors. If a Member/Resident wishes a different parking Place, please advise the Property Manager. Should a Member/Resident desire not to use its Space, that Member/Resident may determine whether another Member and/or Resident may use that Space through a private transaction, subject to the other provisions hereof. The parking Place where this vehicle is assigned will follow seniority rules after all 1st parking Places are assigned.

Assignment of 2nd parking Spaces will be made to Members/Residents based on seniority. 2nd parking Spaces shall not be on the wall. Upon assignment, the Member/Resident will be responsible for paying the Newport a monthly fee as set by the Board of Directors. Should any 2nd parking Space not be utilized for 30 days or more, the Member/Resident shall provide no less than two weeks prior written notice of date on which the 2nd parking Space will be unoccupied and the date on which that Member/Resident will return. The Property Manager will advise that Member/Resident of the Member/Resident next in seniority of those Members/Residents requesting a 2nd parking Space. Such Member/Resident next in seniority shall pay that Member/Resident not utilizing the 2nd parking Space a fee no greater than the monthly fee set by the Board of Directors.

Should a Member/Resident entitled to a 2nd parking Space no longer have two Members/Residents in the unit who drive, have two vehicles, or who discontinue use, such 2nd parking Space shall revert to the Newport within 30 days and be reassigned in accordance with the foregoing procedures.

The office maintains a record of all vehicles and their license numbers. Members/Residents must notify the Property Manager of any change of vehicle model or license number. A Newport sticker is required on each Member's/Resident's vehicle utilizing a parking Space in the garage.

Guest parking is usually available in the garage on weekdays between 10:00 a.m. and 4:00 p.m. Please advise the Property Manager of any need for guest parking. The Property Manager will oblige Members and their guests whenever possible, bearing in mind garage limitations.

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 Property Manager. To better utilize the limited parking space and to allow garage attendants to adapt to circumstances in an efficient manner, vehicles may be temporarily relocated from assigned places. Attendants are given the flexibility to exercise common sense to avoid serious inefficiency. When they park a vehicle 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 Property Manager is not available, contact an Officer of the Board (President, Vice President, Secretary, or Treasurer), who will attempt to determine whether or not extra parking is available. (Note: the Officers will not, however, assist you if the Property Manager 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 vehicles within the garage. This is due to the fact that parking spaces are very cramped and/or vehicles are parked in tandem.

- If a Member/Resident or guest has any doubt of their ability to safely maneuver or park in the garage, they should delegate that responsibility to a garage attendant. The Newport is not liable for damage caused by Members/Residents or guests attempting to move their vehicles. Enter the garage and stop the vehicles at the “stop here” sign. When leaving, the attendant will, if desired, position the vehicle 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/Resident or guest chooses to file a claim, there is a form specific to garage claims. The Property Manager 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 Property Manager 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 vehicle on the driveway and of both vehicles and pedestrians on N Prospect Avenue.

i) **BICYCLES** – A Release and Indemnification Agreement must be signed by any Member/Resident who wishes to store a bicycle in the garage. Please contact the Property Manager to register your bicycle and sign the Agreement.

j) **VEHICLE WASH** – This service is provided for the exterior of your vehicle. The Property Manager can let you know the current price. The garage attendant should be paid directly for this service. The attendant does washes only when the schedule and weather permits.

12. MEMBER OBLIGATIONS AND RESPONSIBILITIES

a) **OBLIGATIONS** – Members are obligated to abide by all policies and procedures contained in these Rules and Member Handbook and are

responsible for the actions of their dependents, guests, sub-lessees, and contractors.

b) NOTIFICATION POLICY – If at any time you encounter anything or anyone of an unusual, dangerous, or bothersome nature, notify the Property Manager, doorman, garage attendant, Building Superintendent, and/or an Officer of the Board of Directors immediately.

c) HOMEOWNER'S INSURANCE – Members/Residents are reminded of the need to carry individual homeowner's insurance with coverage for "Improvements and Betterments" to your unit. This could help to protect any improvements the current or previous Members have made to their unit beyond "standard" cabinetry, plumbing fixtures, walls, 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 that are a Member's/Resident's responsibility), the resulting water damage to units below could be considerable.

d) PAYMENT OF MONTHLY FEES – Monthly fees are due on the 1st of every month. Unpaid monthly fees after the 15th of each month are subject to a late fee as per Section 1.4(c) of the By-Laws.

13. ENFORCEMENT OF HOUSE RULES

a) RULES – These Rules and Regulations (collectively, the "Rules") of The Newport Corporation are set forth in the Revised Articles of Incorporation, the By-Laws, the provisions of the Proprietary Lease, and in the Information, Guidelines, and Rules contained in the "Member Handbook". The Rules may be amended and supplemented from time to time by the Board of Directors. 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 Member/Resident who has supplied a separate mailing address to the Property Manager. The Board of Directors 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 of Directors, under authority granted by the Rules, will evaluate disputes and decide upon appropriate enforcement; the decision of the Board of Directors is final.

Under the direction of the Board of Directors, the Property Manager will assist the Board of Directors in enforcing the Rules. The Property Manager 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 of Directors.

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

b) ENFORCEMENT – Rules are enforced by the Board of Directors using whatever means 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 Member, the following shall apply:

- i. Fines will be levied against the Member/Resident. The Member/Resident will be notified in writing. The fine will be payable within ten days. Fines not paid within the prescribed time shall be assigned a late fee of \$5.00 per day.
- ii. 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, it persists will be treated as a new violation and the appropriate fine level will be assessed.
- iii. The Member/Resident who is fined may request, in writing, within 14 days of notice of the 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 Member/Resident requests a hearing to dispute the occurrence of a violation, a hearing will be scheduled either at the

next Board of Directors meeting or within 14 days at the discretion of the Board of Directors. The Member/Resident fined will be given a statement of the date, time, and place of the hearing. The Member/Resident will be given a statement of the Rules allegedly violated.

iv. The Member/Resident against whom the fine was levied shall have an opportunity to respond in person and/or in writing and present any information relevant challenging 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.

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

c) FINES

i. First offense: written warning.

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

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

iv. 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 of Directors.

v. In the case of a sub-lessee, a second offense may result in eviction of the sub-lessee, in addition to the fine set forth above.

vi. Fines and charges under this Rule shall be payable within ten days after written notification to the person and related Member/Resident of the Board of Director's decision. If not paid within ten days, the matter may be turned over to an attorney for collection, with the Member/Resident to bear the cost of such collection.

vii. The Board of Directors 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 Member of the related unit.

viii. All written communications under this Rule shall be deemed made when deposited in the mail, postage prepaid, to the Member of the affected unit or to such address as such Member may have previously filed with the Newport Corporation.

d) PROCEDURE – If a Member/Resident, sub-lessee, or guest fails to comply with the Rules, the following procedures apply:

i. Any Member/Resident or the Property Manager may submit a signed, written complaint. Complaints shall be made on a form approved by the Board of Directors.

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

14. GENERAL RULE – Applies to Member/Resident, sub-lessees, 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 Members/Residents 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 Member's/Resident's units;

Non-emergency use of the laundry room, toilet, and other common areas for activities that can be carried out within the Member's/Owner's 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, Guest Unit 101, and parking areas both inside and outside; and

Misuse of public areas including Roof Top and East Terrace.

Golden Rule – Treat other Members/Residents, sub-lessees, and guests as you would wish to be treated.

THE NEWPORT CORPORATION
MEMBER SPECIAL INSTRUCTIONS

TODAY'S DATE _____

TO: PROPERTY MANAGER

RE:

UNIT:

INSTRUCTIONS FOR DOORPERSON: