

RULES AND REGULATIONS FOR
MIDTOWN VILLAGE, A CONDOMINIUM
("Condominium")

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Adopted by
Board of Directors
_____, 2006

PART I

GENERAL PROVISIONS

These Rules and Regulations ("Regulations") are established by the Board of Directors ("Board of Directors") of the Association effective as of _____, 2006, pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors.

These Regulations are in addition to the provisions of the Declaration and the Bylaws. In the event of a conflict among the Governing Documents, the order of governing authority shall be as follows: Restrictive Covenants (highest), the Declaration, Articles, Bylaws and then these Regulations (lowest). The Board of Directors is empowered to interpret, enforce, amend, and repeal these Regulations.

A. DEFINITIONS

The following terms are defined for use in these Regulations and those capitalized terms not expressly defined herein have the same meaning as defined in the Declaration:

"Association." Midtown Village Condominium Association, Inc., a Delaware corporation, organized under the Act and created for the purposes and possessing the rights, powers and authority set forth in the Governing Documents and shall include the Manager to the extent the Association has delegated any right or duty to such Manager.

"Balcony Areas." All areas shown and marked as a "balcony," "patio" or "terrace" on the Map attached to the Declaration.

"Contractor." Any party performing construction, repair, remodeling or other services for the benefit of an Owner.

"Manager" or "Management Office." The management staff in the Condominium's management office who are employees of the Association or its managing agent.

"Occupancy", "Occupy" or "Occupied." Occupancy of a Unit in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Occupant." The Owner or its Tenant, as applicable.

"Owner." Any Person (including Declarant) owning fee title to a Unit, but excluding any Person having an interest in a Unit solely as security for an obligation.

"Parking Garage." The parking garage located on the Land and as shown on the Map.

"Posted Rules." Rules and signs posted by the Association at any time on the Property from time to time.

"Regulations." These rules and regulations, Posted Rules and Temporary Rules.

"Temporary Rules." Notices communicated to the Owners by the Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Property.

B. COMPLIANCE

1. Compliance. Each Owner will comply with the provisions of the Governing Documents and any other policies or regulations adopted by the Board of Directors to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all Persons using or occupying such Owner's Unit and its invitees and guests. If a Regulation requires, prohibits or permits conduct by an "Owner" or "Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or Tenant is responsible.

2. Additional Regulations. Each Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Regulations by reference.

3. Waiver. Circumstances may warrant waiver or variance of these Regulations. To obtain a waiver or variance, an Owner must make written application to the Board of Directors. The Board of Directors will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

4. Right to Enforce. The Association has the right to enforce these Regulations against any Person on the Property.

C. OBLIGATIONS OF OWNERS

1. Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's guests and any person at the Condominium to whom the Owner has a duty of due care, control, or custody.

2. Unit Key. Each Owner will provide the Association with a set of all keys required to enter such Owner's Unit and Storage Space, if applicable, through the front door, and will provide replacement keys to the Association each time a lock on the Unit and Storage Space is changed. The Association assumes no liability related to possession of the keys, beyond reasonable and prudent care to safeguard them.

3. Damage. Except as otherwise provided in the Governing Documents, an Owner is responsible for any loss or damage the Owner causes to its own Unit, other Units, the Common Elements or the personal property of other Owners.

4. Insurance. An Owner assumes full risk and sole responsibility for placing such Owner's personal property in or on the Property. Each Owner is solely responsible for insuring such Owner's personal property on the Property. The Association recommends that all Owners and Tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Units.

5. Risk Management. An Owner may not permit anything to be done or kept in its Unit, Storage Space or the Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Association or any other Owner in connection with the Property.

6. Reimbursement for Enforcement. Each Owner shall promptly reimburse the Association on demand for any expense incurred by the Association to enforce the Governing Documents against such Owner or its Unit.

7. Reimbursement for Damage. Except as otherwise provided in the Governing Documents, each Owner shall promptly reimburse the Association on demand for the cost of damage caused by the negligent or willful conduct or omission of such Owner.

8. Certain Sales Prohibited. Without the Association's prior written permission, an Owner may not conduct or permit a Tenant to conduct on the Property a sale or activity that is advertised to the public as an "estate sale," "yard sale," or "garage sale," or post any signage on the windows or exterior of the Building that sends a similar message. This section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.

D. OCCUPANCY STANDARDS

1. Number of Occupants. Subject to any exception for familial status under any applicable fair housing law, no more than two persons may Occupy any one-bedroom Unit, no more than three persons may Occupy any two-bedroom Unit, and no more than four persons may Occupy any three-bedroom Unit.

2. Familial Status. The Association's Occupancy standard for Owners or Tenants who qualify for the familial status protection under any applicable fair housing law is a maximum of two persons per bedroom.

3. Minors. No person under the age of 18 years of age may Occupy a Unit unless such Occupancy is with an Owner or Tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. An Owner must provide satisfactory proof of the ages and relationships among the Occupants of such Owner's Unit upon request of the Association.

4. Danger. No Unit may be occupied by a person who constitutes a threat to the health or safety of other persons, or whose occupancy could result in substantial physical damage to the property of others.

E. LEASES

1. Term and Conditions of Lease. Except for those Units owned and leased by Declarant, which are not subject to these restrictions on leasing, an entire Unit (but not less than an entire Unit) may be leased for private residential purposes only and may not be leased for a term of less than one year.

2. Written Leases. Each lease of a Unit must be in writing, fully executed and in a form substantially similar to the form attached as Attachment A to these Regulations. At least ten days before the start of each lease term, the Owner will provide the Association with: (a) an executed copy of the lease of the Unit; and (b) information about the Tenant(s) in a form acceptable to the Association. As soon as practical after its receipt thereof, the Owner must notify the Association of any changes in Tenant information during the lease term.

3. Subject to Documents. The mere execution of the lease for a Unit or occupancy (for any period of time) subjects a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner; provided that, notwithstanding the foregoing or any provision of the lease between Owner and a Tenant, the Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing a Tenant with the Governing Documents and notifying the Tenant of any changes therein. The Association may send notices of violations by a Tenant to both the Tenant and to the Owner of the Unit occupied by the Tenant. Whether or not it is so stated in the lease, a Tenant's violation of the Governing

Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

4. Landlord Owners. Owners of Tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.

5. Tenant Communications. Owners shall instruct their Tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that the Association does not manage or repair the Units, and that the Tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope of responsibility pursuant to Governing Documents).

F. STORAGE SPACES AND PARKING SPACES

1. Storage Spaces. Any Owner having a Storage Space appurtenant to its Unit shall hold and maintain such Storage Space subject to and in accordance with the Governing Documents, and such Storage Space shall be used only for storage purposes and held and used pursuant to the following:

(a) Care and Maintenance. Owners shall obtain and maintain safe and acceptable locks on the Storage Space, to the extent such Storage Space does not have locks provided by the Association. The Association shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. Owners shall not make any alterations to the Storage Space without prior written permission of the Association. Owners shall not place nor permit any water furniture in the Storage Space; make any holes in the woodwork, floors or walls of the Storage Space; or store any paint, highly flammable or hazardous materials, food products, or any items that attract vermin or produce an odor within the Storage Space. Doors to the Storage Space shall not be replaced by Owners without the prior written permission of the Association. All approved replacement doors must be of substantially similar materials, construction, and appearance as the original doors to Storage Spaces.

(b) Repairs. All requests for structural or other substantial repairs to a Storage Space by an Owner must be directed to the Association in writing, except in an emergency such as fire or interruption of utilities. The Association shall act with due diligence, but shall not be obligated to make repairs on other than a business day.

(c) Liability. Neither the Association nor its agents shall be liable to Owners, nor to the Owners' guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Storage Spaces, or other occurrences. Each Owner having a Storage Space shall be responsible for securing insurance covering the property stored in such Storage Space. Owners shall notify the Association immediately of any dangerous conditions on or about the Storage Spaces.

(d) Use and Leases. No person shall have the right to use a Storage Space except an Owner or a Tenant and Storage Spaces shall only be used for storage purposes. If an Owner elects to lease any Storage Space to its Tenant, such Tenant shall hold such Storage Space subject to and in accordance with the Governing Documents, and such Storage Space shall be leased pursuant to the lease for a Unit.

2. Parking Spaces.

(a) General. All Parking Spaces are available on an unreserved, "first-come, first-served" basis. An Owner shall use a Parking Space for parking purposes only and in accordance with and subject to the Governing Documents. Use of all Parking Spaces by an Owner or a Tenant shall be in accordance with and subject to the Residential Governing Documents. The number of Parking Spaces in the Parking Garage that an Owner, its Tenant and their respective guests, at any one time, may collectively utilize shall not exceed the number of bedrooms contained in such Owner's Unit. Parking Spaces may not be enclosed or altered in any way.

(b) Authorized Vehicles. Parking Spaces may be used for the parking of private passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sport utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, recreational vehicles, buses, taxi cabs, or trailers. No Parking Space may be used for the storage of machinery, equipment or other personal property. For purposes hereof, private passenger vehicles include automobiles, motorcycles, motorized bikes, station wagons, sport utility vehicles, minivans, and trucks not exceeding 21 feet in length.

(c) Vehicle Conditions. The Owners and Tenants shall not leave any vehicle in a state of disrepair (including, without limitation, flat tires, out-of-date inspection stickers or license plates) on the Property. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. No such vehicle may be kept on the Property if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Regulations. If the Owners or Tenants park their vehicles in areas other than the Parking Space designated for such Owner's Unit, or leave any vehicle in a state of disrepair, the Association, after giving written notice to the applicable Owner of such violation, shall have the right to remove such vehicle at the Owner's expense. No removal or impoundment of a vehicle shall create any liability on the Association.

(d) Nuisances. All Owners and Tenants shall cooperate with the Association in keeping all parts of the Parking Garage and other parking areas on the Property neat and clean. The use of car horns on the Property or in the Parking Garage is discouraged, except for the judicious use of a horn for right of way. Signs advertising a vehicle "for sale" are prohibited.

(e) Parking Practices. Vehicles must be parked entirely within the lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, in fire lanes, where "No Parking" signs are posted, in cross-hatched areas, and in other areas as may be designated by the Association. All cars parked in fire lanes will be subject to immediate towing at the car owner's expense. Motorcycles or bicycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.

(f) Parking Garage. The rights of each Owner and Tenants in the drive lanes, sidewalks, entrances, corridors and elevators servicing the Parking Garage are limited to ingress and egress from such person's Parking Space, and no Owner or Tenant shall use, or permit the use of, the drive lanes, sidewalks, entrances, corridors or elevators for any other purpose. No Owner or Tenant shall permit the visit of Persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, elevators and other facilities of the Parking Garage by any other person or use]. Fire exits and stairways are for emergency use only and shall not be used for any other purpose. No Owner or Tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the drive lanes,

sidewalks, entrances, corridors, elevators, fire exits or stairways of the Parking Garage. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, Parking Spaces, or Parking Garage.

(g) Hazards. Owners and Tenants shall not do anything, or permit anything to be done, in or about the Parking Garage or other parking areas, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other users of the Parking Garage or other parking areas, or do anything in conflict with laws, rules or regulations of any governmental authority. Owners and Tenants shall not use or keep in the Parking Garage or other parking areas any flammable or explosive fluid or substance or otherwise dangerous fluid, chemical or substance, or any illuminating material, except for such substances contained in vehicles using the Parking Garage and other parking areas in reasonable and normal quantities and in accordance with reasonable and customary usage by such vehicles. In addition, except for valet parking, if provided, every person is required to park and lock his or her vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

(h) Prohibited Actions. Car washing is prohibited anywhere on the Property. No servicing or repairs shall be made to any motor vehicle either on or within the Common Elements, including in the Parking Garage or other parking areas on the Property, except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. No motor vehicle shall be driven on or within any part of the Property including the Parking Garage other than on a driveway or designated parking area. Visitors' motor vehicles may be parked only in those Parking Spaces on the surface parking areas clearly marked or designated for visitors. Visitors shall not be permitted to park in the Parking Garage

(i) Violations. A vehicle in violation of these Regulations may be stickered, wheel-locked, towed or otherwise removed from the Property by the Manager, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles occasioned by the exercise of these remedies.

3. Part F Not Exclusive. The rules and regulations contained within this part F shall not be interpreted to apply to the exclusion of other rules contained in these Regulations which would logically apply to Storage Spaces and Parking Spaces.

G. GENERAL USE AND MAINTENANCE OF UNIT

1. Use. Except for those Units owned by Declarant, each Unit must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit an Owner from using the Unit for personal, business, or professional purposes, provided that: (a) such use is incidental to the Unit's residential use; (b) such use conforms to all applicable Legal Requirements; (c) there is no external evidence of such use; and (d) such use does not entail excessive visits to the Unit by the public, employees, suppliers, or clients. The use of all Units shall be in accordance with the Governing Documents.

2. Annoyance. An Owner may not use a Unit in a way that: (a) annoys other Owners; (b) reduces the desirability of the Condominium as a residential community; (c) endangers the health or safety of other Owners; or (d) violates any law or any provision of the Governing Documents.

3. Right of Entry. The Association may enter a Unit or Storage Space in case of an emergency originating in or threatening the Unit or Storage Space, whether or not the Owner is present at

the time. This right of entry may be exercised by the Manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Association may enter a Unit or Storage Space to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Units, Storage Spaces or the Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Owner. In case of an emergency, the right of entry is immediate and if the Owner has failed to provide a door key or refuses to provide entry, the Owner is liable for the cost of repairs to the Unit, Storage Space or Common Elements caused by the Association's chosen method of access under such circumstances.

4. Maintenance. Each Owner, at such Owner's sole cost and expense, will maintain its Unit in accordance with the Maintenance Standard, and shall keep it in good repair at all times; provided, however, that any work to be performed by a party not the Owner shall require an executed copy of an agreement substantially in the form attached as Attachment B to be provided to the Association.

5. Balcony Areas. Each Owner shall maintain its Balcony Area in a clean manner at all times. Each Owner will take care that the cleaning of its Balcony Area does not annoy or inconvenience other Owners. A Balcony Area may not be enclosed or used for storage purposes. Open post balcony railings may not be closed or screened with wire, mesh, or other material. In addition, the weight of items such as hanging plants or patio furniture is subject to the Association's approval. If the Association determines that a Balcony Area is unsightly (including the need for any cleaning of windows or doors) or that any hanging items or patio furniture poses a safety risk to anyone on the Property, the Association may give the Owner notice of such condition and a reasonable time period in which to correct it, after which the Association may take corrective action at the Owner's expense.

6. Hot Tubs. The use or installation of hot tubs, whirlpools, or jacuzzis (portable or permanently installed) in a Unit or on a Balcony Area is prohibited. This rule does not apply to a customary bathtub fixture with water jets located within a Unit that is installed pursuant to all applicable plumbing codes.

7. Prohibition of Outdoor Cooking or Heating Equipment. The use of outdoor cooking or heating equipment is prohibited anywhere on the Property, including charcoal grills, electric or gas grills and hibachis. This paragraph 7 does not apply to the two outdoor cooking grills that are part of the Facilities.

8. Stoves. Each Owner, at its own expense, shall keep the ventilation hood above the stove or range in its Unit clean and in operating condition.

9. Glass. Each Owner, at such Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of its Unit. Replacement windows must conform to the windows that are standard in the Improvements or be approved in writing prior to installation by the Association. The Association reserves the right to replace any broken or cracked exterior windows of the Building on behalf of an Owner, at such Owner's sole expense, to ensure proper installation.

10. Combustibles. Except for those retail products sold for exclusive use as household cleaning products, an Owner may not store or maintain explosives or other combustible materials anywhere on the Property, including within a Unit.

11. Water Problems. An Owner is responsible for water damage to Common Elements (except as otherwise provided in the Declaration) and adjoining Units which emanates from its Unit, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes

washers. In case of continuous water overflow, the Owner should immediately turn off water and turn the shut-off valves, e.g. behind the toilet or under the sink, to "Off" position.

12. Water Cut-Off. Except in the case of an emergency, no person may interfere with or interrupt the Property's water lines, including water lines to an individual Unit, without the prior knowledge and cooperation of the Association. An Owner who requires a water cut-off for the purpose of remodeling shall submit a written request to the Manager at least five days prior to the requested water cut-off. All instances of flooding or water damage must be reported to the Association immediately.

13. Report Malfunctions. An Owner shall immediately upon discovery, report to the Association any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

14. Cable. An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment (except that any central antenna system described in paragraph 19 of this part G below shall be maintained by the Association as a Common Expense); provided that, no antenna or satellite dishes may be installed except in compliance with paragraph 19 of this part G below. An Owner who obtains cable or satellite service through the Association (in the event the Association was to provide such service, at its sole discretion) is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Unit.

15. Utilities. An Owner will conserve the use of utilities furnished through the Association (if any), including water consumption within any Unit.

16. No Right to Vent or Cut Into, Chases, etc. Notwithstanding any provision hereof to the contrary, under no circumstances whatsoever, may any Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Unit, without the prior written consent of the Association.

17. Signage: Advertising. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the outside of a Unit (or on the inside, to the extent visible from any other Unit, the Common Elements or the exterior of the Building) or on any Common Element whatsoever, without the prior written consent of the Association.

18. Electrical and Plumbing Facilities. Owners shall not overload existing electrical circuits and plumbing facilities in its Unit.

19. Antenna.

(a) Central Antenna System. The Declarant, Association or Manager may elect to install a central antenna system that enables Owners and Tenants to receive DIRECTV DBS service and/or other video programming or fixed wireless services described in the Over-the-Air Reception Device Rule ("OTARD") adopted by the Federal Communications Commission, without the need for installation of individual antennas within an Owner's or Tenant's Unit, Balcony Area or other area subject to such Owner's or Tenant's exclusive use and control. If the Declarant, Association or Manager installs such a central antenna system for a particular service, then Owners and Tenants desiring the particular service received by such central antenna system may not install individual antennas for such service within their Unit, Balcony Area or other area

subject to such Owner's or Tenant's exclusive use and control, except as permitted by applicable laws and regulations, and must receive such service through the central antenna system.

(b) Other Antenna. Except as provided in Section 19(a) above, the Association and Manager shall not prohibit the installation, maintenance or use of antennas used to receive those video programming or fixed wireless services described in OTARD ("Permitted Antennas"). An Owner or a Tenant shall be permitted to install or maintain a Permitted Antenna within such Owner's or Tenant's Unit or its Balcony Area, subject to reasonable safety rules established by the Association from time to time; provided, however that no such Permitted Antenna or related structures shall be erected on, or fastened to, the roof, any exterior wall of a Unit, on any portion of the General Common Elements or anywhere else on the Property that is not subject to such Owner's or Tenant's exclusive use or control, without the prior written consent of the Association. Prior to the installation of any Permitted Antenna, each Owner or Tenant shall execute an agreement substantially in accordance with the document attached as Attachment C to these Regulations.

20. Window Air Conditioning Units. No window heating or air conditioning unit shall be installed within any Unit or Common Element.

21. Infestation. No Owner shall permit or suffer the infestation of its Unit by pests, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Association as soon as the Owner is aware of same, will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.

22. Compliance with Laws. EACH OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL LEGAL REQUIREMENTS WITH RESPECT TO THE OCCUPANCY AND USE OF ITS UNIT.

H. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

1. Access Passes. Admittance to the Building and Parking Garage may require use of a coded access proximity reader or key FOB (individually, an "Access Pass"), in which case an appropriate Access Pass will be issued to the Owners through the Management Office. To obtain an Access Pass, an Owner must provide the Manager with evidence of its ownership of a Unit. Access Passes are personal to the person to whom they are issued, and may not be transferred or assigned except to Tenants. Any person in possession of an Access Pass shall, upon request of the Association, produce a valid driver's license or other picture identification. An Access Pass found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated Access Pass, or the purchase of an additional Access Pass, requires payment of a fee set by the Board of Directors.

2. Intended Use. Each area on the Property may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are used exclusively for purposes of access and emergency egress, not for social congregation or recreation.

3. Limited Recreation Areas. The Facilities described in these Regulations are the only recreational facilities at the Condominium. No other portions of the Common Elements may be used for recreation, sports, exercise, or play.

4. Hallways. No item or object of any type, other than doormats, may be stored, placed, or maintained anywhere on the Common Elements, including hallways and stairwells, except as authorized by the Association or with the Association's prior written consent. An Owner may not decorate or

customize the exterior of such Owner's front door, except for a decorative wreath or temporary holiday appropriate decorations, which must be removed within two weeks of any such holiday. Items of personal property found on Common Elements (other than Balcony Areas) are deemed abandoned and may be disposed of by the Association or the Manager.

5. Balcony Areas. Although items or objects such as doormats, furniture, plants and decorative items may be placed on the Balcony Areas, the Association or Manager reserves the right to determine whether a Balcony Area is unsightly or cluttered, and may at their sole discretion request the removal of such items. An Owner who does not remove such items in a reasonably timely manner may be subject to the disposal of such items by the Association; provided that, neither the Association nor Manager shall be liable for any claims or losses by an Owner arising from the entry of its Unit by the Association or Manager and the disposal of such items in the Balcony Area appurtenant thereto.

6. Use of Elevators. The Association may designate one of the Condominium's elevators for use as a casual (service) elevator to be used by residents: (a) accompanied by pets; or (b) carrying parcels, bags or moving any item.

7. Fire and Safety. No person may use, tamper with, pry open, or modify any fire or safety equipment on the Property, including alarms, extinguishers, monitors, and self-closing doors. All Owners shall be responsible for reporting damaged or missing sprinkler heads or smoke detectors within its Unit to the Association or Manager.

8. Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Elements (other than the Balcony Area appurtenant to such Unit), without the prior written consent of the Association. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited.

9. Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Common Elements, and no pulley clothesline or similar device shall be affixed to or used in connection with any Unit or Common Element.

10. Waste Disposal; Plumbing Damage. No one shall place, leave or permit to be placed or left in or upon the Common Elements any waste, debris, refuse or garbage except in the areas designated by the Association or the Manager as a central garbage depository, and only on those days and times as are designated by the Association or the Manager from time to time. Water shall not be left running unless in actual use; and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Owner causing such damage.

I. COMMUNITY ETIQUETTE

1. Courtesy. Each Owner will endeavor to use its Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Owners and other users of the Property. Each Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Owner in the Condominium and other users of the Property.

2. Visitors. Visitors to Units may be required to register at the lobby desk and each Owner is responsible for guests' compliance with the Regulations.

3. Code of Conduct. Owners will conduct themselves in a civil manner when dealing with the Association's officers, directors, committee members, Manager, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed, by their tone, time, or frequency, to harass or intimidate. No person has the right to abuse another, or the duty to tolerate abuse.

4. Association Employees. Owners may not instruct, direct, or supervise the Association's or Manager's employees and agents, unless directed to do so by the Board of Directors. Owners may not interfere with the performance of duties by the Association's or Manager's employees, and will refrain from monopolizing the time or attention of the Association's or Manager's employees.

5. No Hiring of Employees. The employees and agents of the Association and Manager are not permitted or authorized to render personal services to Owners. The Owners will not request or encourage employees or agents to violate this provision.

6. Communications among Owners. The Association bears a duty to balance the right of members to communicate with each other against the desire of the Owners and Tenants to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Owner are subject to this section.

(a) Without the Board of Directors' prior written permission, Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Association. In communicating with other Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Association.

(b) Without the Board of Directors' prior written permission, a person may not distribute handbills or hand-deliver written communications to mailboxes, Unit doors, or car windshields.

(c) Without the Board of Directors' prior written permission, a person may not solicit information, endorsements, or money from Tenants, or circulate petitions, except via the U.S. mail.

7. Attire. Owners must wear neat and clean street attire in the elevators, lobby, and other Common Elements. Owners are prohibited from wearing lingerie and pajamas as outerwear, or being barefoot in the Common Elements. A person en route to or from the swimming pool shall wear a shirt or beach robe over swimming attire.

8. Annoyance. Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners, their guests, or the Association's employees and agents.

9. Noise and Odors. Each Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb other Owners.

10. Quiet Hours. Between the hours of 10:00 p.m. and 6:00 a.m., Owners shall refrain from activities that are likely to create a noise disturbance for Owners of adjoining Units. Examples of such

activities include the operation of dishwashers, garbage disposals, vacuum cleaners, hammering, musical instruments, and aerobic exercise. During these hours, Owners must also try to modulate their conversations and entertainment equipment to avoid disturbing Owners in adjoining Units.

11. Reception Interference. Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Property.

12. Packages. Each Owner agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Owner.

13. Wildlife. Feeding of birds, squirrels, or any wildlife is prohibited on Common Elements.

14. Smoking. The smoking of tobacco products is permitted in the individual Units and on Balcony Areas. All cigarette and cigar butts shall be disposed of properly and may not be thrown off Balcony Areas or out windows. Smoking is prohibited in the Common Elements, including any elevators, hallways, lobbies, fitness room, pool area, public terraces, the Management Office, entry foyers and outside of building entrances.

15. Resolution by Arbitration. All disagreements between an Owner and the Association as a representative of another Owner, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in these Regulations shall constitute a "Dispute" as defined in the Declaration and shall be resolved in accordance with the terms therein.

J. USE OF FACILITIES

1. Access to Facilities. The Association may, in its sole and absolute discretion, designate the hours of access to the Facilities, as well as restrict the use thereof, by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of all Facilities is subject to compliance with these Regulations and any other Posted Rules at the Facility. Persons using the Facilities must, at all times, respect the rights and privileges of others using the Facilities.

2. Facilities. The Facilities consist of the swimming pool, the club house, the volleyball court, the fitness center and the two outdoor cooking grills in the courtyard (the "Facilities"). The Association shall establish and may, from time to time, change the hours of operation for each Facility.

3. Guests. Except for Tenants under leases pursuant to Part E above, a non-Owner may not use the Facilities unless accompanied at all times by an Owner. Each Owner agrees to assume all responsibility for the care, safety and well-being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invitees is at all times subject to the immediate termination by the Board of Directors if the Governing Documents are violated, or if such termination is deemed by the Board of Directors to be in the Association's best interests.

4. Number of Guests. The Association may, from time to time, limit the number of guests that each Owner may (with respect to each Unit) have using the Facilities at any one time. By reservation through the Management Office, functions involving a larger number of guests may be permitted in certain Facilities (as determined from time to time by the Association), provided, however, that the number of guests therein shall at all times comply with the Restrictive Covenants and the maximum

occupancy standards set forth therein. Reserved functions must be confined to the applicable Facilities so reserved, and the host Owner must ensure that such Owner's guests do not use the other Facilities.

5. Age Restrictions for Health and Safety. In addition to the general requirement that the use of Facilities by minors or legal incompetents be with the knowledge and consent of their parent or guardian, no person under the age of 14 years may be permitted in or around the Facilities at any time unless accompanied by a parent or legal guardian.

6. Animals Prohibited. Other than assistance animals allowed by Legal Requirements, no animals or pets are permitted in any Facility at any time.

7. Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in any Facility at any time. No use of a radio, television, CD player or similar device is permitted in any Facility unless used with headphones so that others are not disturbed.

8. Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Facilities.

9. Suspension of Privileges. The Board of Directors may suspend use of a Facility by any Owner or guest who violates these Regulations in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board of Directors, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board of Directors.

10. Suspension for Nonpayment. The Board of Directors may suspend use of a Facility by an Owner or by the occupants of that Owner's Unit for any period during which Assessments against that Unit are unpaid.

11. Additional Rules for Swimming Pool. In addition to the Regulations and Posted Rules at the swimming pool, the following rules will condition any use of the swimming pool: (a) customary bathing attire must be worn in the swimming pool; (b) street clothes, cutoffs, underwear and nude bathing are not allowed in the pool; (c) pool furniture may not be removed from the swimming pool area; (d) running, rough play, wrestling, excessive splashing and loud behavior are prohibited in the pool area; (e) no person under the age of 14 years may be permitted in or around the swimming pool except pursuant to paragraph 5 above; and (f) children who are not toilet trained are not permitted in the swimming pool.

12. Additional Rules for Fitness Center. In addition to these Regulations and Posted Rules at the fitness center, the following rules will condition any use of the fitness center: (a) customary exercise attire must be worn in the fitness center; (b) street clothes, cutoffs and underwear (without other clothing) are not allowed in the fitness center; (c) furniture may not be removed from the fitness center area; and (d) running, rough play, wrestling and loud behavior are prohibited in the fitness center area.

13. Reservation of Club House. In addition to the above Regulations, including age and guest limitations, the following rules will condition use of the club house:

(a) Reservation. Advance notice of at least one week should be given for any reservation. Owners are limited to a total of two reservations per month. The Association may charge a fee for the reservation and use of the club house in addition to the refundable deposit.

(b) Use or Function. In connection with a reservation, the Association may require the Owner to describe the purpose for which the club house will be used. The right of Owners to reserve the club house for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits.

(c) Cleaning. An Owner who has exclusive use of the club house must restore the club house to a neat and clean condition within two hours after the end of the period reserved or no later than 8:00 a.m. the next day following an evening use. The Association shall have the right to require a deposit in connection with an Owner's reservation of the club house, and if the condition of such club house is not satisfactory upon Manager's inspection, the cost of cleaning or repair will be deducted from such deposit. A minimum deduction by the Association for cleaning or repairs may be set by the Board of Directors.

14. Release. Although all Owners, guests and invitees may be required to sign releases of liability releasing and holding harmless the Association, Board of Directors, employees and Manager from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager arising out of and in connection with any such activities. **THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.**

15. Risk. Each Owner uses the Facilities and other Common Elements at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

K. HEALTH AND WELL-BEING

For the health, well-being and enjoyment of all Owners, the following limitations and restrictions will be observed, in addition to any Regulations, Posted Rules and other warnings or notices that may be posted at the Facilities.

1. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than 14 years must be under the general control and supervision of their parents or guardians at all times while on the Property. A person under 14 years may not be left unattended in a Unit at any time.

L. SAFETY DISCLAIMER

THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO MAKE THE CONDOMINIUM LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE ASSOCIATION, ITS DIRECTORS, COMMITTEES, MEMBERS, AGENTS, EMPLOYEES, AND THE MANAGER WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY, AND MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER, GUEST AND INVITEE ON THE PROPERTY ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PERSON, SUCH OWNER'S UNIT, TO THE CONTENTS OF SUCH OWNER'S UNIT, AND TO ANY OTHER PROPERTY ON THE PROPERTY. THE ASSOCIATION

EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT, OR MEASURES RECOMMENDED, INSTALLED, OR UNDERTAKEN WITHIN THE PROPERTY.

M. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Prohibited Changes to Common Elements. Without the prior written approval of the Board of Directors, an Owner may not change, remodel, decorate, destroy, or improve, in any way, the Common Elements or do anything to change the appearance of the Common Elements, including the hallway entry door, or Balcony Area appurtenant to the Unit.

2. Prohibited Changes to Unit. Without prior written approval of the Board of Directors, an Owner may not make structural alterations or modifications to its Unit.

3. Removing Carpet. Without prior written authorization of the Board of Directors, it is prohibited: (a) to replace carpeting with any flooring material other than padded carpeting and (b) to replace cushioned vinyl with any material other than carpeting or cushioned vinyl. The Board of Directors will require the applicant to install an acoustical cushion, separation, or sub-floor beneath the uncushioned flooring.

4. Windows and Doors. The front doors of Units must conform to the building standard unless otherwise approved in advance by the Board of Directors. No awnings, shades or shutters shall be erected over or outside any windows or Balcony Area appurtenant to any Unit, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Association. All window treatments visible from the exterior of the Unit shall be white or off-white in color. Foil is not permitted in the exterior of any window or door. Nothing shall be placed on the outside of window sills or projections, or upon any patio railings, without the prior written consent of the Association. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, or any portion of the Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Common Elements. If applicable, window mullions (the strips that divide a glass into smaller panes) may not be removed. An Owner may not alter the color or appearance of the glass surfaces in the Unit's windows from the building standard.

5. Balcony Floors. Because certain materials trap moisture which deteriorates the balcony structure, the floors of Balcony Areas may not be covered or resurfaced without the Association's prior written permission. The Association prohibits the use of carpeting on Balcony Areas.

6. Screen Doors. Subject to provisions of paragraph 4 above, an Owner is permitted to install screen doors over the Unit's sliding glass doors, provided the screen door is obtained and maintained solely at the Owner's expense. Color of screen material must conform to building standard. Contact the Management Office for specifications and applications.

7. Application for Board of Directors' Approval. As part of the application to the Board of Directors for its written consent for any alteration or modification requiring such consent, an Owner must submit to the Manager complete plans and specifications showing the nature, kind, shape, size, materials, colors, connection to condominium systems and location for all proposed work, and any other information reasonably requested by the Board of Directors.

8. Construction Hours. Without the Association's prior permission, no construction may be performed in any Unit by any person except between the hours of 8:30 a.m. and 5:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related utility cutoffs, noise, odors, workmen, and activity between 5:00 p.m. and 8:30 a.m. and on Saturday, Sunday or holidays.

9. Understanding and Agreement Concerning Contract Work. As a condition to the Association's approval of any construction work hereunder, the Owner and the Contractor must execute and deliver to the Board of Directors an agreement substantially in the form of the document attached as Attachment B to these Regulations. All debris or construction material must be disposed of in the trash dumpsters designated therefor by the Association or the Manager and not in any of the trash chutes, nor shall any such material be collected by valet services.

N. TRASH DISPOSAL

1. General Duty. Owners will endeavor to keep the Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Common Elements. Garbage shall be disposed of by leaving all garbage during such times and on such days as are designated by the Association for garbage pickup or through the use of the trash chute, if any, located on the Property.

2. Hazards. Trash may not be left anywhere on the Property other than in the designated receptacles. Owners may not place lighted or smoldering items, including cigarettes, in such designated trash receptacles. Owners may not store trash inside or outside its Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Trash chutes may not be used to dispose of building materials.

3. Trash. Owners must place trash in a sealed or tied container or bag before putting it in the trash chute or any designated trash receptacle. Large boxes and bulky objects must be placed neatly in secured containers on the loading dock or such other place designated for such items. Construction material, solvents, paints, and other toxic waste must be removed from the Property by the Owner or such Owner's contractor. If provided, a separate receptacle for newspapers should be used.

4. Excess Trash. An Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before placed in a container. An Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

5. Closing the Trash Chute. An Owner must make certain that the door to the trash chute, if any, is securely closed after using it.

O. PETS

1. Subject to Regulations. Owners may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by these Regulations and the Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Management Office.

2. Pet Agreement. Owners must complete a pet registration form furnished by the Management Office when a pet is acquired or within seven days after taking up occupancy on the Property.

3. Pets Banned in Parking Space or Storage Space. Although permitted pets may be kept in Units that are Owner or Tenant Occupied, pets are not allowed in any Parking Space or Storage Space at any time.

4. Permitted Pets. Subject to these Regulations, an Owner (and a Tenant with such Owner's consent) may keep in a Unit that is Owner or Tenant occupied, up to two house pets (other than aquarium fish), which at maturity, may not exceed 30 pounds each in weight. Permitted house pets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.

5. Prohibited Animals. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Board of Directors in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Owners are prohibited, even for short visits or temporary stays.

6. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept in a Balcony Area, Parking Space or Storage Space. No Owner may confine a pet to a Balcony Area when the Owner is absent from the Property, and no Owner may use a Balcony Area as a latrine area for a pet.

7. Leashes. Pets must be leashed or carried while in Common Elements. No pet may be leashed to a stationary object on the Common Elements. No pet is allowed, at any time, in the Facilities.

8. Disturbance. Pets must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of its Unit or the Common Elements. No pet may be permitted to bark, howl, whine, yap, yip, screech or make other loud noises for extended or repeated periods of time.

9. Damage. Owners are responsible for any property damage, injury, or disturbance such Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Owner's pet. An Owner who keeps a pet at the Condominium is deemed to indemnify and agrees to hold harmless the Board of Directors, the Association, and other Owners and Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Condominium.

10. Dog Walk and Pooper Scooper. Pets must only use designated areas to relieve themselves. Owners are responsible for the removal of pet's wastes from the Property. The Board of Directors may levy a fine against a Unit and its Owner each time feces or urine are discovered on the Common Elements and attributed to an animal in the custody of such Owner.

11. Removal. If an Owner or such Owner's pet violates these Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Owner or person having control of the animal may be given a written notice by the Board of Directors to correct the problem. After the first written warning, a fine in the amount of at least \$50 shall be levied for all future violations. If violations occur repeatedly, the Owner, upon written notice from the Board of Directors, may be required to remove the pet. Each Owner agrees to permanently remove the violating animal of such Owner from the Condominium within ten days after receipt of such removal notice from the Board of Directors.

12. Complaints. Any complaints about pets or Owners violating these Regulations shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.

13. Staff. The staff of the Condominium is prohibited, while on duty, to walk or care for pets. Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Manager.

14. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, Owners who have a physical handicap which would prevent them from complying with these rules, must receive a variance by the Board of Directors or Manager.

P. MOVING

1. Notice. The time and date of all moves must be scheduled in advance with the Management Office. An Owner, other than Declarant, must give the Manager at least ten days prior written notice of any move of furniture, appliances, or other large or heavy objects to or from the Property.

2. Times. Moves must be performed between 8:30 a.m. and 5:30 p.m. It is the Owner's duty to notify such Owner's movers about this Regulation.

3. Deposits. If applicable, to schedule a move and reserve an elevator may require payment of a refundable deposit which shall be set by the Board of Directors. Such deposit will be refunded within ten days after the move if the move did not damage any Common Elements.

Q. MISCELLANEOUS

1. Right to Hearing. Prior to commencement of the mediation and arbitration process in Article XI of the Declaration, an Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Regulations by the Owner or any person for whom the Owner is responsible. The Board of Directors will schedule a hearing within ten days after receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

2. Mailing Address. An Owner who receives mail at an address other than the address of such Owner's Unit is responsible for maintaining with the Association such Owner's current mailing address. An Owner who changes such Owner's name or mailing address must notify the Manager in writing within 15 days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents will be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.

3. No Waiver. The failure of the Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Association to enforce such provision in the future.

4. Severability. If any term or provision of these Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Regulations.

5. Amendment of Regulations. These Regulations are subject to being revised, replaced, amended or supplemented by the Board of Directors. Upon any such revision, a copy of the revisions will be delivered to each Owner. Owners are urged to contact the Management Office to verify the Regulations currently in effect on any matter of interest. These Regulations will remain effective until ten days after the Association delivers to an Owner of each Unit notice of amendment to or revocation of these Regulations. The notice may be published and distributed in an Association newsletter or other community-wide publication.

6. Other Rights. These Regulations are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Alabama.

PART II

RULES GOVERNING COLLECTION AND FINING

A. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. Due Date. An Owner will timely and fully pay all Assessments in accordance with the provisions of the Declaration. Monthly Assessments are due and payable on the first calendar day of each month. Special Assessments and Individual Assessments are due at the reasonable direction of the Board of Directors.

2. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorneys' fees incurred by the Association in collecting the delinquency.

3. Late Fees and Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the fifth calendar day following the due date, the Association may collect interest at the Past Due Rate until the delinquency is paid in full.

4. Insufficient Funds. The Association may levy a charge of at least \$25 or the actual bank charge, whichever is greater, against an Owner if the check on which payment is made is returned to the Association marked "insufficient funds" or the equivalent.

5. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies under the Governing Documents or state law at the sole cost and expense of the defaulting Owner.

6. Collection by Association's Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

7. Collection Agency. The Board of Directors may employ or assign the delinquency to one or more collection agencies.

8. Notification of Mortgagee. The Association may notify the Owner's Mortgagee of the default in payment of any Assessment.

9. Notification of Credit Bureau. The Association may file a report on the defaulting Owner with one or more credit reporting services.

10. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Owner, and may be sent to its Mortgagee.

11. Right to Accelerate. If an Assessment is payable in installments and if an Owner defaults in the payment of any installment, the Association may declare such Assessment in default and accelerate the due date on all remaining installments of that Assessment.

12. Notice to Owner. A Special Assessment or Individual Assessment payable in installments may be accelerated only after the Association gives the Owner at least 15 days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

13. No Duty to Reinstate. Following acceleration of an Assessment payable in installments, the Association has no duty to reinstate the installment program upon payment by the Owner of any delinquent installment.

14. Foreclosure of Lien -- Nonjudicially. The Board of Directors may instruct an attorney, officer or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Unit in accordance with the Act, the Governing Documents and all other requirements of state law.

15. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner for recovery of a money judgment.

16. Suit Against Owner. Whether or not the Association forecloses the Association's assessment lien, the Board of Directors may elect to file suit to recover delinquent Assessments against the defaulting Owner and the Owner shall be personally liable for any judgment obtained by the Association.

17. Possession Following Foreclosure. If the Association purchases the Unit at public sale, the Board of Directors may immediately institute appropriate actions to recover possession of the Unit.

18. Application of Payments. All payments received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorneys fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent Special Assessments or Individual Assessments; (f) delinquent Monthly Assessments; (g) current Special Assessments or Individual Assessments; and (h) current Monthly Assessments.

19. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

20. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board of Directors' policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments pursuant to any rights herein granted.

21. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner; provided, however, the Owner prepays the reasonable cost of preparing and recording the release.

22. Notification of Credit Reporting Agency. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to that credit reporting service.

23. Limited Right of Redemption. If the Association buys a Unit at the non-judicial foreclosure sale of its assessment lien, the Association's ownership of such Unit is subject to a right of redemption by the Owner, as provided by the Act and the Declaration.

24. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a majority of the Board of Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently effecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to an Owner's account.

B. FINING RULES AND PROCEDURE

1. Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage present and future compliance when a violation does occur, not to punish violators or generate revenue for the Association.

2. Owners Liable. An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits the violation or Tenants, guests or other invitees of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may also send copies of its notices to the actual violator.

3. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity for a hearing. The Association's written violation notice will contain the following items: (a) the date the violation notice is mailed or prepared; (b) a description of the violation; (c) a reference to the rule being violated; (d) a description of the action required to cure the violation; (e) the amount of the fine; (f) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board of Directors to contest the fine; and (g) the date the fine attaches or begins accruing.

4. New Violation. If the Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.
5. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.
6. Right to Hearing. Prior to commencement of the mediation and arbitration process in Article XI of the Declaration, an Owner may request in writing a hearing by the Board of Directors regarding the alleged breach of the Governing Documents. The Board of Directors has ten days after receiving the Owner's request for a hearing to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Association receives the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board of Directors and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and circumstances surrounding the violation and the Owner may attend in person, or may be represented by another person or written communication.
7. Committee of Board of Directors. The Board of Directors may appoint a committee comprised solely of directors to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.
8. Levy of Fine. Within 30 days after levying the fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Owner at the hearing; otherwise, the notice must be in writing.
9. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents.
10. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
11. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
12. Amendment of Policy. These fining rules will remain effective until ten days after the Association delivers, or causes to be delivered, to an Owner of each Unit notice of amendment to or revocation of these Regulations. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Adopted by the Board of Directors on _____, 2006 pursuant to that certain Consent in Lieu of Directors' Meeting, executed by all members of the Board of Directors.

SIGNED this ____ day of _____, 2006.

MIDTOWN VILLAGE CONDOMINIUM
ASSOCIATION, INC., a Delaware corporation

By: _____ Appendix - Not for Execution
Name: _____
Title: _____

**ATTACHMENT A
STANDARD FORM OF LEASE**

1. **PARTIES.** This Condominium Lease (the "Lease") between _____ hereinafter called Owner, and _____ hereinafter called Tenant, whereby Owner leases to Tenant the Unit described below.

2. **UNIT** described as Unit No. _____ the ("Unit") in _____, a Condominium, located at _____, Alabama _____ ("Condominium"), together with the right for Tenant to use Parking Space # _____ and # _____ ("Parking Spaces") and Storage Space # _____ ("Storage Space") [insert "none" if none].

3. **TERM.** This Lease shall be for a term of _____ [cannot be less than twelve months], beginning on the _____ day of _____, and ending on the _____ day of _____.

4. **RENTAL** of \$ _____ per month ("Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the first day of each month ("Due Date") during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Rental in the sum of \$ _____ for Rental to the first Due Date. Rental paid after Due Date is delinquent and the provisions of paragraph 14 below shall apply. At the option of Owner, Tenant shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full, and \$25.00 for each check dishonored by Tenant's bank for any reason.

5. **CLEANING CHARGE.** Tenant agrees to pay on execution hereof a non-refundable cleaning charge of \$ _____. The charge does not relieve Tenant of the responsibility to maintain and clean the Unit and Storage Space, if any, as outlined herein.

6. **SECURITY DEPOSIT.** Tenant agrees to pay on execution hereof a security deposit ("Deposit") of \$ _____ for the faithful performance of the terms and conditions of this Lease by Tenant. Such Deposit is not to be construed as Rental.

7. **RETURN OF DEPOSIT.** Subject to paragraph 8 below, the Deposit shall be refunded to Tenant by mail within 30 days of the date Tenant surrenders the Unit and Storage Space, if any, and delivers to Owner in writing Tenant's forwarding address. Surrender shall occur on the earliest date when it appears to Owner that the Unit and Storage Space, if any, is vacant and Tenant has moved, all keys have been returned to Owner and any Deposit deductions have been evaluated and calculated.

8. **DEPOSIT DEDUCTIONS.** There shall be deducted from the Deposit unpaid (a) sums due under this Lease; (b) Rental; (c) utilities; (d) damages or required repairs to the Unit and Storage Space, if any, or its contents beyond reasonable wear and tear; (e) cost of removing unauthorized locks; (f) removing and storing Abandoned property; (g) removing vehicles that are Abandoned, illegally parked, parked in violation of this Lease or in violation of the Governing Documents or Owner's rules; (h) replacing unreturned keys and/or change of locks; (i) cost of extermination if a pet has been in the Unit; and (j) other charges provided for herein or agreed to by Owner and Tenant. Owner shall provide Tenant a written report of any deductions. The Deposit shall be applied first to non-Rental items, with the balance to Rental. In the event the Deposit is insufficient to pay for damages or unpaid charges under the terms of this Lease, Tenant shall promptly pay same upon demand by Owner.

9. **TENANT'S REQUIRED NOTICE.** Tenant agrees to give Owner a minimum of 30 days written notice prior to the expiration of the term of this Lease or any extension thereof of Tenant's intent to vacate the premises. Failure to do so shall entitle Owner to retain the entire Deposit.

10. **HOLDING OVER.** If Tenant fails to vacate the Unit and Storage Space, if any, at the end of the Lease term, or on any agreed move out date, Owner shall have the option to assess Rental for the hold over period at twice the Rental agreed to herein which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address herein without waiving Owner's rights under paragraph 14 below.

11. **ABANDONMENT.** If Tenant is absent from the Unit for five consecutive days while any sum of money due hereunder remains unpaid, or has been evicted by judicial process, the Unit and all personal property found in or about the Unit, including any Storage Space and Parking Spaces, may be deemed abandoned by Owner ("Abandoned"). and Owner or their agents may peacefully enter, remove and store same. Owner shall be entitled to reasonable charges for removal, packing and storage of Abandoned property.

12. **LIENS.** An express contractual lien and a landlord's lien where permitted by law are hereby granted Owner on all non-exempt personal property of Tenant to secure payment of the Rental. Owner or his agent may peacefully enter the Unit and Storage Space, if any, to remove and store such property. Owner may sell all property deemed Abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Tenant 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Tenant at the address given herein. Sale shall be to the highest bidder for cash and subject to any recorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Owner, with the remainder mailed to Tenant at address shown herein. The Unit and Storage Space, if any, is accepted by Tenant subject to and subordinate to all existing and future mortgages and liens.

13. **RENTAL ACCELERATION.** In the event Tenant, prior to the end of the term of this Lease, or any extension or renewal thereof, Abandons the Unit, or gives Owner written or oral notice of intent to move prior to the end of the lease term, or is judicially evicted, all remaining Rental for the full term of this Lease shall be accelerated automatically and without notice, and shall immediately become due and payable.

14. **DEFAULT.** If Tenant: (a) defaults in the prompt payment of the Rental or any other sums due hereunder; (b) Abandons the Unit; (c) fails to occupy the Unit within five days of the beginning date of this Lease; (d) violates any of the terms of this Lease including, but not limited to, failure to vacate; or (e) violates any of the provisions of the Governing Documents, Owner shall be entitled to exercise all remedies available at law or in equity, and shall be entitled to terminate this Lease or Tenant's right of occupancy by giving Tenant the statutory written notice to vacate, delivered either in person or by first class mail, and shall have the right to file suit in the proper court for possession. After giving such notice, or filing suit for possession, Owner may accept payment for sums due hereunder without waiving or diminishing Owner's right to proceed against Tenant for eviction, property damages, past or future Rentals, or other sums due hereunder. Owner may report any unpaid sums due hereunder, breaches of this Lease or damages, to any credit reporting agency for addition to Tenant's files.

15. **CARE AND MAINTENANCE.** Tenant accepts the Unit and Storage Space, if any, in its present condition, including all furniture and fixtures, if any. Tenant has examined the existing locks and agrees they are safe and acceptable. Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. No implied warranties are made by Owner or Owner's agents regarding the condition of the Unit or Storage Space, if any, and no agreements as to future repairs have been made unless specifically included herein. Tenant agrees to use reasonable diligence in the care of the Unit and Storage Space, if any, and agrees to not (a) make any alterations to the Unit or Storage Space, if any, without written permission of Owner; (b) paint, refinish or repair any part of the Unit, its fixtures and furniture included in this Lease if any, or Storage Space, if any, without

written permission of Owner; (c) remove any part of the Unit or Storage Space, if any, for any purpose without written permission of Owner; (d) add, remove, change or re-key any lock without written permission of Owner; (e) permit any water bed in the Unit or Storage Space, if any; (f) install new or additional telephone or cable outlets; (g) make any holes in the woodwork, floors or walls; provided that, a reasonable number of small nail holes for picture hanging is permitted in sheetrock, walls and grooves or painting, without the specific permission of Owner in writing. Tenant shall be responsible for (a) sewer stoppage chargeable to Tenant's use; (b) damage to doors, windows or screens not due to negligence of Owner; (c) supplying and replacing light bulbs; (d) replacing smoke detector batteries; (e) placing trash and garbage in proper containers; (f) pest extermination; and (g) keeping walkways, stairs, hallways, and Common Elements free of trash and obstructions of any kind, or permitting their use for any purpose other than ingress and egress. At the termination of this Lease, Tenant agrees to surrender the Unit and Storage Space, if any, in the same condition as when received, reasonable wear and tear excepted.

16. REPAIRS.

(a) Tenant shall maintain at Tenant's expense _____

(b) Owner shall maintain at Owner's expense _____

All requests for repairs by Tenant must be directed to Owner in writing, except in an emergency such as fire or interruption of utilities. Owner shall make needed repairs to Unit only after receiving written notice from Tenant and under the terms of applicable statutes. Owner shall have the right to temporarily discontinue utilities and Tenant's use of any fixtures to perform repairs, maintenance or to avoid damage to the Unit. Owner shall act with due diligence, but shall not be obligated to make repairs on other than a business day. During such periods, no deductions shall be allowed in the Rental and this Lease shall continue in force. If, in the reasonable opinion of Owner, the Unit, or nearby units, are substantially damaged by fire or other disaster, Owner may terminate this Lease upon reasonable notice to Tenant and the Rental shall be prorated to the date of termination and Deposit refunded less lawful deductions.

17. UTILITIES. Owner shall pay for use of items checked: ☐Electricity ☐Natural Gas ☐Water ☐Sewage Charges ☐Garbage Collection ☐Cable TV ☐Master TV Antenna ☐Other (describe: _____). Unless otherwise indicated or paid by the Association, Tenant shall be responsible for all such charges.

18. USE OF PROPERTY. The Unit shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed two persons for each bedroom in the Unit. The Storage Space, if any, shall only be used for storage purposes. Tenant shall not (a) sublet or assign any part of the Unit, Parking Spaces or Storage Space, if any, (b) repair or wash any motor vehicle in any part of the condominium, (c) conduct any business of any type, including child care, from the Unit, (d) park or allow anyone to park on any portion of the Condominium whether in assigned dedicated Parking Spaces or not, any trailers, recreational vehicles, mobile homes, boats or inoperable vehicles. Tenant shall have the right to use the Parking Spaces and Storage Space, if any, as designated by Owner, in accordance with the provisions of the Governing Documents regulating the manner and place of parking and use of Storage Spaces. Use of parking areas and common areas by Tenant, Tenant's family, guests, agents and invitees shall be in strict accordance with the provisions of the Governing Documents. In the event Owner shall be required to pay additional Assessments or fees relating to

Tenant's use of the Common Elements, Parking Spaces or Storage Space (if any), Tenant shall reimburse Owner for such fees with the monthly payment of Rental next due.

19. **LIABILITY.** Owner or Owner's agents shall not be liable to Tenant, Tenant's guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Unit or Storage Space, if any, or other occurrences, including use (if any) of storerooms, swimming pool, laundry facilities or other improvements, unless such damage or injury is caused by the gross negligence of Owner or Owner's agents. Owner suggests that Tenant secure insurance coverage for protection against above liabilities and losses. Tenant agrees to notify Owner immediately of any dangerous conditions on or about the Unit.

20. **PETS.** Tenant may keep pets in the Unit, subject to the requirements of the Governing Documents, and must execute a separate pet agreement and post an additional Deposit. The presence of a pet in or about the Unit in violation of the Governing Documents shall constitute a Default under paragraph 14 above.

21. **TENANT'S REPRESENTATIONS AND POSSESSIONS.** In addition to the Governing Documents referenced in paragraph 23 below, incorporated herein by specific reference (if checked) are ☐ Tenant's Rental Application ☐ move-in rental inspection ☐ smoke alarm inspection ☐ furniture inventory ☐ Owner's Regulations and ☐ _____; and Tenant's statements in any of such documents are material representations and have been relied upon by Owner, any falsity of which shall constitute a breach of this Lease. This Lease is conditioned upon Owner being able to secure possession of the Unit, and if Owner is unable to deliver possession of the Unit on the agreed date for any reason, Tenant's right to possession shall be delayed a maximum of 30 days until Owner is able to deliver possession, without any liability on the part of Owner.

22. **INSPECTION.** Owner, Owner's agents, employees, and other persons authorized by Owner, may enter the Unit and Storage Space, if any, by any reasonable means at all reasonable times without notice, to (a) inspect the Unit and Storage Space, if any, (b) make repairs, (c) show the Unit and Storage Space, if any, to prospective Tenants or purchasers, (d) exercise a valid lien, and (e) such other reasons as Owner shall elect.

23. **COMPLIANCE WITH CONDOMINIUM DECLARATION AND INSTRUMENTS.** Tenant acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for Midtown Village, a Condominium, the Articles of Incorporation and Bylaws of Midtown Village Condominium Association, Inc. (the "Association"), the Restrictive Covenants and the Rules and Regulations of the Association (collectively, and as amended from time to time, the "Governing Documents"), and Tenant understands that Tenant's right to use and occupy the Unit, Parking Spaces and Storage Spaces, if any, shall be subject and subordinated in all respects to the provisions of the Governing Documents. Failure to comply with the Governing Documents shall constitute a material breach of this Lease. This Lease grants to Tenant a leasehold estate in the Unit for the term specified, together with a license to Owner's rights to use the Common Elements (including any Parking Spaces and Storage Space described in paragraph 2 above) but specifically excluding any membership rights in the Association. Tenant shall indemnify and hold harmless Owner from and against all damage, direct or indirect, incurred by Owner as a result of noncompliance by Tenant, Tenant's agents, guests and invitees, with the provisions of any of the Governing Documents, or any covenant of this Lease.

24. **[BACKGROUND INVESTIGATION.]** Tenant acknowledges and agrees that the Management Office is required to perform a criminal background search on Tenant and that the

validity of this Lease and Tenant's right to take possession of the premises is subject to the results of such searches. If it is discovered that Tenant has been convicted of a felony offense, Manager and/or Owner shall refuse possession of the premises to Tenant and this Lease shall be of no further force and effect.]

25. OTHER. _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK COMPETENT ADVICE. THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED OR NATIONAL ORIGIN. The parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Lease may be altered only by an agreement in writing signed by all parties hereto. Tenant acknowledges a receipt of a copy of this Lease.

Executed in multiple originals this the _____ day of _____, 200__.

Owner Exhibit - Not for Execution _____

Tenant Exhibit - Not for Execution _____

By Agent Exhibit - Not for Execution _____

Tenant Exhibit - Not for Execution _____

Designated Address for Owner's notices and
payment of Rental

Address for Tenant's Notice

ATTACHMENT B
UNDERSTANDING AND AGREEMENT CONCERNING
CONTRACT WORK WITHIN A UNIT

_____ (the "Contractor"), do hereby state that I have full knowledge of and will comply with the following rules and regulations pertaining to any contract work in _____, a Condominium ("Condominium"). I will also furnish these rules and regulations to all subcontractors and workers for signature.

1. Prior to commencement of work, Contractor shall have complied with the following:
 - A. Owner/Tenant must submit plans for remodeling or construction in writing accompanied by drawings, if available, to the Board of Directors (the "Board") for approval and shall allow at least one week for review and approval (or disapproval, as the case may be).
 - B. Provide the following deposit one week in advance of the project start date: \$200 for projects under \$2,500; 10% of the total cost of the remodeling or construction proposal for projects over \$2,500.

Deposit: \$ _____

Date: _____

Check # _____

Signed: _____

NOTE: Deposit will be returned 30 days after the work has been completed and no damages have occurred as determined by the Manager, or in part after a settlement has been made for any damages that might have been caused during the remodeling or construction.

- C. The Owner is responsible for making sure that the Contractor shall provide certificate of insurance for required coverages including general liability and workers compensation in amounts to be determined by the Board.
 - D. Owner/Tenant shall provide a fully executed copy of this agreement to the Manager.
2. All work will be performed in accordance with the requirements of applicable city and county codes, and Contractor shall secure applicable building permits as required, and shall provide copies of all building permits to the Association.
3. All contractors, sub-contractors, and workers must check in daily at the designated area to receive a badge. Badges will not be issued for admittance to the building unless all appropriate individuals have signed this Contractors Agreement. Badges lost or not returned will result in an additional charge of at least \$20 each.
4. Work may be performed only during the hours from 8:30 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or Holidays without approval of the Board or the Manager.

5. The Owner/Tenant will be responsible for keeping hallways, elevators, and other Common Elements clean. Drop cloths or plywood shall be used to prevent soiling or damaging of the Common Elements. If Property employees are required to clean Common Elements as a result of work performed by an Owner/Tenant or their Contractor, the Owner will be charged at a minimum of \$30 per hour.
6. Contractors shall check-in daily with the Manager to report anticipated unusual or noisy work that will be going on that day; for example, any work that may set the smoke alarm off (e.g. such as sanding or welding).
7. Smoke detectors, battery or otherwise, shall not be disconnected except by building personnel. Detectors shall be masked off by Contractor for painting and sanding.
8. There is no common area space anywhere on the Property available for use by any Contractors or subcontractors. The exterior receiving area may be used for carpet cutting, etc. with the prior approval of the Manager.
9. Spray painting with oil base or lacquer paint is prohibited. Masking off all doors, HVAC venting, and plumbing is required.
10. Litter, lunch refuse, and all waste shall be removed by the Contractor from the Unit daily.
11. All trash shall be removed from the Property by the Contractor. Trash chutes are not to be used for any contractor material, trash, or refuse.
12. Contractors and workers are to use freight elevator only (or other elevator specifically designated by the Manager).
13. Contractors, workers and servicemen are not to bring materials and tools through the Lobby level, unless the items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.).
14. Contractors and the Manager shall inspect Common Elements before and after project to determine damage. It will be the Owner's responsibility and obligation to notify Manager when project is complete. If the work involves any plumbing, wiring (including telephone and TV cable), outlets, or movements of walls, upon completion of the work and before return of any deposit, there shall be delivered to the Manager three copies of accurate as-built drawings.
15. If utilities are to be interrupted, it will be necessary to provide 48 hours advance notice to the Manager.
16. No loud playing of radios or loud or vulgar talk shall occur at any time inside or outside of the Property.
17. Contractors and workers shall only be allowed to park on the Property in areas and at times designated therefor by the Manager, if any.
18. Contractors and workers shall observe the no smoking rule at all times.
19. Contractors and workers are not to ask any neighboring Owner/Tenant for favors (for example, telephone, bathroom facilities, etc.). Lobby level bathrooms are not available for Contractor use.

20. Air conditioning vents and equipment shall be thoroughly cleaned after completion as part of project.
21. Contractors and workmen shall dress in appropriate clothing for entering and leaving the Property; for example, no tank tops or sleeveless undershirts when in the Lobby area. Owner/Tenant and Contractor fully understand that the Manager and the Board are not in a position to ensure the quality, design, or workmanship of the project. All work and materials must comply with the approved plans and specifications and with the Condominium documents of the Association, and any damage to Common Elements or adjacent Units shall be the responsibility of the Owner/Tenant and Contractor.

UNIT #: _____ DATE: _____

AUTHORIZED SIGNATURES:

CONTRACTOR

DATE

MANAGER Exhibit - Not for Execution

DATE

OWNER Exhibit - Not for Execution

DATE

Sub-Contractors:

Date:

Exhibit - Not for Execution
