WOOD CREEK CONDOMINIUM RULES and REGULATIONS

INTRODUCTION:

When you purchased your Condominium, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations for living at the Wood Creek Condominiums and were requested to sign a document stating that you had read the Offering Plan and agreed to abide by these rules and regulations. Therefore, your commitment to abide by these rules and regulations was established when you purchased your condominium. This commitment extends to your family, guests, and tenants. Subsequent purchasers of property in the Wood Creek Condominiums community are also equally responsible for compliance with the Offering Plan when they sign the deed. The following are the Rules and Regulations governing the Wood Creek Condominium and are being published to assist in response to the questions that arise and to consolidate the rules into a single document. In addition to this publication all other Covenants and Restrictions outlined in the offering plan must be adhered to. The Wood Creek Condominium shall be referred to hereafter as the Condominium and the Board of Managers of the Condominium shall be hereafter referred to as the Board.

This is intended to be a convenient summary of Rules from the Declaration, including Board interpretations, a number of revisions, and must be read along with the Declaration of the Wood Creek Condominium.

GENERAL RULES –

- 1. **OUTSIDE APPEARANCE:** Any proposed change to the appearance of the outside of a Wood Creek Condominium, or any complaint/problem must be submitted in writing to the managing agent for action. Change requests must be submitted on a completed variance form for processing through the Board and the Property Manager. The form is available from the Property Manager's office.
- 2. **PETS:** Except for one (1) dog <u>or</u> one (1) cat belonging to an Owner, fish or bird kept in a cage, no animals, birds or insects shall be kept or maintained on Wood Creek Condominium property. The Board, may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds, or insects and (ii) prohibit certain types of animals, birds or insects entirely. Keeping a pet is a privilege not a right.

Dogs or cats shall be attended when outside at all times. They must be accompanied by a responsible person and leashed at all times when in the common areas. Leashed animals must not be on a leash so long as to allow animal access to flowerbeds or to be a nuisance to other neighbors. The Board shall have the right at its sole discretion to require any member of the Condominiums, any tenant of any member, or any family member or guest of any member or tenant to remove any animal, bird or insect from Wood Creek Condominium property. No dog or cat shall be kept or left unattended on the grounds, in the garages, patios or balconies at any time, whether or not chained, caged or tethered. No pet waste shall be left anywhere on the grounds and must be properly disposed of each and every time. If an animal is found to be too noisy, or creating other nuisance and/or is not properly controlled by a responsible person, the Condominiums or its Property Manager or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Condominiums, its managers, agents or employees. Any damage caused by an animal to Condominium property including lawns, shrubs, fences, etc., will be the responsibility of the pet owner.

- 3. **PARKING:** It is important that all homeowners use common courtesy when parking vehicles. Homeowners parking will be limited to the Condominiums general parking areas and the owner's private garage. Visitor/Guest parking is available in the general parking areas. Parking is not allowed in the striped crosswalk. These areas are for emergency vehicles only. The homeowner is responsible for enforcing this safety requirement. There is no parking on the lawn areas and owners will be charged for any lawn damage. Also owners will be charged for cleanup and/or repair due to leaking oil or fuel that damages the parking lot surfaces.
- 4. **COMMERCIAL VEHICLES:** Any commercial vehicle must be parked in a garage with the exception of construction vehicles or vehicles making deliveries or providing services to the homeowners. Pick-up trucks without commercial lettering or equipment, or other oversize vehicles, weighing two (2) or more tons that cannot access the standard garage requires an approved variance to be left outdoors.
- 5. **BOATS, TRAILERS, RECREATIONAL VEHICLES:** Any boat, trailer or recreational vehicle or equipment must be parked in a garage. Short-term parking privileges in the parking area are allowed (not to exceed one 72 consecutive hour period per month without written approval of the Board).

6. UNREGISTERED/UNLICENSED MOTOR VEHICLES:

Unregistered/unlicensed motor vehicles, which besides cars, includes motorcycles, mini-bikes, trail bikes, go-carts, snowmobiles, mopeds, etc., are prohibited from remaining outside on Wood Creek Condominium property. They may be parked in a garage. Unregistered/unlicensed motor vehicles violating these Rules and Regulations shall be towed at the owner's expense.

- 7. **SIGNS:** No signs of any kind are allowed. An "Open House" sign may be displayed on the day of the open house, only during the hours of the event. Realtor signs shall not exceed 18" height by 24" width. Signs indicating that a house is protected by a security system must be limited to small sticker signs posted on the inside windows/doors of individual condominiums. No other signs are permitted without the Board's written approval.
- 8. **EXTERIOR MODIFICATIONS:** No exterior modifications or alterations can be made without the written approval of the Board. All requests for changes to balconies, patios, walls, fences, plantings, windows, doors, etc., must be submitted in writing to the Property Manager to present to the Board for review, and must include written plans and specifications/colors. Any modification made without prior approval of the Board will be subject to removal by the Condominium at the homeowner's expense. Variance forms are available from the Property Manager's office.
- 9. **DECORATIONS:** The installation of any lawn decorations including windmills, plastic objects, wooden objects, stone objects, statues, etc. is prohibited. Nothing is allowed in tree beds or on lawns. Bird house(s) and bird feeder(s) are not allowed. Holiday decorations such as lights, wreaths, etc., may be displayed but must be removed promptly (within 14 days from the Holiday itself). The Board and Property Manager have the right to remove any display or excessive numbers and placement of objects in planting beds or patio/balcony areas that interferes with normal maintenance or affects community appearance. The hanging of decorations such as flags, feeders, wind chimes, etc., on the exterior of balconies, patios or privacy fencing is strictly prohibited. Wind chimes are music to some, noise to others. Condominium living creates unusual conditions with patios/balconies/neighbors only inches apart. Seasonal flower planters are allowed and may be placed on deck surfaces, patios, or front porches in accordance with the current guidelines. Flower boxes cannot be secured to the railings, except by brackets. Any damage to railings becomes the financial responsibility of the owner(s).

The Condominium will allow one (1) door decoration no more than 18" in size to be hung on or to the side of the entrance doors. During the period of December 1st thru January 14th, white and colored lights may be hung on individual balconies/patios. Wreaths and other decorations approved by the Board will be allowed on the steel entry door(s) during the same period but cannot be installed using nails, screws or other devices requiring penetration of the steel/wood/siding. All other decorations must be approved by the Board.

Extreme care should be used when attaching exterior holiday lights and decorations. If you damage the exterior, whether it is the siding and/or doors of your condominium, you will be required to repair it at your own expense. If decorations become unsightly they will need to be repaired or removed. No artificial flowers are allowed in planting areas.

- 10. **FLAGS:** The American flag (not larger than 30" x 48") may be displayed between the hours of sunrise to sunset. The flag must be taken down at dusk each day. It must not be displayed if it is tattered or faded. The United States flag should be mounted and flown at all times according to proper flag protocol. Any damage to building unit must be repaired at homeowner's expense.
- 11. **BIRD FEEDERS/HOUSES: B**ird feeders and birdhouses are not allowed because of the close building conditions in a condominium community. Seeds falling to the ground can attract rodents to your unit or your neighbors. In the spring during nesting season, birds attracted close to the buildings create problems in vents, louvers, gutters, even entering buildings or causing dryer fires by plugging vents. Bird messes on patios, balconies, walks, etc. are a nuisance, not to mention unsightly and unhealthy.

Any owner or their tenants in violation of this rule will be held responsible for extermination and/or damage by birds or rodents to the building exterior of his/her unit and that of their neighbors.

12. **TREES, PLANTINGS, FLOWERS & NATURAL FEATURES:** The existing foundation plantings of trees and shrubs shall not be altered or removed. Homeowners with plantings that have not received written approval shall be requested to remove them. If the plantings are not removed, the Property Manager shall remove them at the homeowner's expense. The use of potted plants shall conform to guidelines proposed and approved by the Board. Placement shall not interfere with landscape and grounds keeping operations. The Board, at its discretion, may adopt

and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the property.

Planting annual or perennial flowers is a privilege. The maintenance is the responsibility of the homeowner, and shall not interfere with the landscaping, pruning, weeding and mulching of Condominium property. They must be pruned weekly with all dead blooms or leaves removed. Seasonal plantings must be removed as soon as their season has ended. Planter boxes, containers, hanging baskets must not be allowed to become unsightly. No artificial flowers are allowed.

Flowers must be in scale with the permanent plantings. For example, flowers planted in the front of the beds must not be taller than the permanent plants behind them. No decorative rocks are to be put in the planting beds. No decorative edging is to be put around trees or shrubs.

The Condominium is not responsible for any flowers planted. Maintenance personnel will exercise reasonable care but will not be responsible for Owners plants that interfere with general Condominium maintenance operations. No flowers shall be planted around tree bases.

Please remember if we cannot control the temporary plantings, the Board will enforce the Declaration and can forbid the planting or showing of flowers.

- 13. **DWELLING IN OTHER THAN RESIDENTIAL UNITS:** No temporary building, trailer, tent, shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any portion of the property except with the written consent of the Board. Garages may not be used, screened, or finished off for any type of living space under any circumstances.
- 14. **TRASH REMOVAL:** Trash removal occurs on a specific day each week. No trash or waste material shall be kept, stored, or allowed to accumulate outdoors on any portion of the property except in the trash dumpsters and recycle bins provided for that purpose. If you plan on putting large items out for removal by the refuse carrier, please contact the refuse company in advance to arrange for pick-up. There may be a charge for certain items such as tires, refrigerators & dehumidifiers due to recycling. Such charges are the owner's responsibility. Any problems, complaints, or concerns regarding the service should be directed to the Property Manager.

- 15. **COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY:** No wholesale or retail business, service occupation or home business (including garage sales) shall be conducted in or on any portion of the property without the consent of the Board.
- 16. **NOISE:** Stereos, radios, televisions, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that noise should not be heard within a neighbor's condominium with the windows closed. No excessive noise between 10:00 pm and 7:00 am.
- 17. **BUG ZAPPERS:** Outdoor pest control devices of any type are not allowed.
- 18. GAS GRILLS / FIRES / OPEN FLAMES: No fires from fire pits or open flames from torches are allowed. Gas grills must be operated at least 15 feet away from the fences, siding and any building surfaces as heat, grease fires, and flare-ups can damage the siding and more significantly start the building on fire. Grilling is not allowed in the garage, or on the balconies/patios. After grilling in the parking area, the grill must be stored out-of-sight, in the garage, as soon as grill cabinet has cooled. Storage must be in a garage. Owners are responsible for any damage and repairs caused by their negligence. Storage of propane tanks and grills is never allowed on the patio/balcony area.
- 19. FIRE EXTINGUISHER / SMOKE DETECTOR / CARBON **MONOXIDE DETECTOR:** The Condominium maintains a Master Insurance policy on the buildings for fire and casualty. This is one of the most significant costs to the Condominium. It is recommended by the Insurance company, in order to keep our insurance rates as low as possible, that all owners have at least one 2 1/2 lb portable fire extinguisher available for emergencies in the kitchen area. Smoke detectors as originally installed (hard wired 110v) have a useful life of about ten years. These need to be checked and tested monthly, and if defective or not operating, replaced. In addition, the availability of a Carbon Monoxide Detector is now a requirement on most master insurance policies. They are inexpensive, plug into any wall outlet, and can save your life especially with gas heat and aging furnaces that may develop a cracked heat exchanger after years of use. All these safety items are inexpensive and available at any building supply company. If

you need help with any safety equipment contact the Property Manager or your local fire department.

- 20. **BALCONIES, PATIOS, PRIVACY FENCES:** The Condominium is responsible for the maintenance of Balconies, Patios, and Privacy Fences. Maintenance includes staining and wood repairs that keep the deck pleasing in appearance and safe for use. The Condominium shall maintain the privacy fences also. Storage on balconies or patios should consist of seasonal furniture only. No hot tubs or whirlpools are allowed. No storage is allowed behind privacy fences. The rear of each garage provides additional storage space.
- 21. **STORM DOORS:** Half-view or cross-buck doors are not allowed. Any storm door installed that has not received prior approval from the Sponsor or the Board will be removed at the owner's expense. All new or replacement door installations must be approved by the Board prior to installation. A completed variance request must first be submitted to the Board for its review and approval. Variance forms can be obtained from the office of the Property Manager.
- 22. GARAGE DOORS: Garage doors cannot be left open for more than two (2) hours during any 24-hour period when the garage is unoccupied, without written approval from the Board or Property Manager. Unattended open garages can attract unwanted animals, rodents, and people. Garages cannot be used as a dwelling of any type, seasonal or otherwise, nor for commercial purposes. The Property Manager must be notified in writing and written approval received if a home improvement project requires the garage door to be open for several hours. The Property Manager should be contacted in writing, and written approval received back from the Board, if there are extenuating circumstances requiring approval for reasons not covered by this rule.
- 23. **OUTSIDE ANTENNAS/ ABOVE SURFACE UTILITIES:** No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device, poles, wires for transmission of electricity, telephone or electronic messages, water, gas, sanitary and storm sewer drainage pipes shall be erected on any common area, maintained above the surface of ground or exterior building surface or other portion of the Wood Creek Condominiums property without the approval of the Board. A written and completed variance form is required before any installation and shall be submitted to the Board for its review and required approval. All approvals must satisfy the requirements of the Federal Communications Commission and /or other agencies with

jurisdictional authority. There are new rules regarding satellite dish installation, and in all cases where approval may be granted, owners are responsible for all maintenance and repairs as a result of such installation. Phone and cable wires must be secured and concealed and not create a maintenance issue.

- 24. **SNOWMOBILES:** No snowmobiles or similar motor vehicle shall be operated on any portion of the Wood Creek Condominium property without the approval of the Board and subject to the Town of Pittsford Zoning Code, applicable Parks and Recreation Laws, and Motor Vehicle regulations of the State of New York or other governing authority.
- 25. **OUTSIDE REPAIR WORK:** No work on any motor vehicle, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted on Wood Creek Condominium property without the written approval of the Board.
- 26. **OUTSIDE DRYING:** No outside drying or airing of clothing/ bedding shall be permitted within the Condominium property jurisdiction.
- 27. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out upon any portion of the Wood Creek Condominium property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the area or to the residents or owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances are prohibited. Activities that are detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code are prohibited.
- 28. **FENCES, & PROTECTIVE SCREENING:** Unless otherwise consented to in writing by the Board, no chain link fence, privacy fence, protective screening or wall shall be erected, installed or planted anywhere on the Wood Creek Condominium property. No fence, wall, screening device, or planting shall be maintained so as to obstruct the sight lines for vehicular traffic.
- 29. **EXPOSURE OF PARTY WALL:** A condominium owner, who by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements.

30. **INSURANCE OBTAINED BY CONDOMINIUM OWNERS:** All policies obtained by condominium owners must contain waivers of subrogation and the liability of carriers. Insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a condominium owner. Any deductible of the Master Insurance policy will be the responsibility of the Condominium where causes or damage occurs for which the Condominium is responsible. In the case of owner/tenant negligence, or their failure to properly maintain their equipment or property, or their contribution to damage by their failure to act or protect, then the Owner is responsible for the deductible portion of the master policy. In addition, the Condominium through its Agents may counterclaim for any and all costs directly to the owner or owner's insurance company for costs incurred by owner's negligence. Any questions should be directed to the Property Manger and/or your own insurance agent.

- 31. **WINDOW AIR CONDITIONERS:** The installation of window air conditioning units is strictly prohibited. Central air conditioning is available in all condominiums. Replacement and/or maintenance of existing equipment are homeowner responsibility.
- 32. **OWNER CONTRACTED WORK:** All work done on the exterior of the condominium occurs in space referred to as "common areas" and is insured by the Condominium. ALL exterior work as previously mentioned requires the Board's or Property Manager's written approval before any work can commence. Insurance regulations require ALL contractors and sub-contractors demonstrate written proof of Liability and Workers Compensation insurance, and in some cases whenever doing ladder work such as washing windows, the contractor must also sign an indemnification agreement holding the Condominium harmless. Proof of insurance from any contractor must be received BEFORE any work/repair can take place. Any Owner or tenant of any Owner who initiates any work or service and violates this requirement is putting the entire Condominium at risk and may be held responsible for any injuries, claims, damages, from any worker injured in the course of providing work services. No Proof of Insurance – No Work. The Property Manager will take care of receiving the appropriate proof of insurance following notification from the condominium owner. The contractor's name, address and phone number is necessary for the Property Manager to initiate the process. All paperwork is maintained on file at the Property Manager's office.

33. **RENTAL OF CONDOMINIUM:**

a) An owner may only lease or rent his Condominium to a tenant pursuant to a written lease on a single occasion during any consecutive twelve-month period, beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelvemonth period. To facilitate and protect the welfare and safety of all Condominium Owners and Residents of the Community, the lease of a Condominium to any person, corporation, limited liability company, partnership or other business entity or its representatives, agents successors or assigns to provide temporary housing for transient employees, students, or other tenant's in possession and resident in the Condominium unit must comply with the requirements of this section of the Rules and Regulations. Subleasing consistent with this section by a proper tenant shall be permitted only on prior approval of the Board.

b) The Board or Property Manager shall be provided by the Owner with a copy of the written lease for a Condominium unit at least five (5) days prior to commencement of the lease period, as well as the full name, address, telephone number and social security number of each and every tenant. The Owner shall also provide to the Board or Property Manager the permanent address and emergency telephone numbers of the Owner.

c) All leases of any Condominium unit shall be in writing and shall comply with the provisions of the Declaration of the Wood Creek Condominiums regarding "one family occupancy" as well as these Rules and Regulations and the Town of Pittsford Rules regarding occupancy. No daily, weekly, or month-to-month leases shall be permitted without prior approval of the Board.

d) All tenants or occupants under a lease must comply with all provisions of the Declaration of the Wood Creek Condominiums, the By-Laws, and the Rules and Regulations of the Condominiums as adopted by the Board and amended from time to time. The Owner of a leased unit shall be held responsible for any and all infractions of such rules and regulations by a tenant or other occupant. Any lease entered into for rental of a Condominium unit must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the currently published Rules and Regulations of the Wood Creek Condominiums.

e) Any lease of a Condominium unit shall also specifically provide that any violation of any provision of the Declaration, the By-Laws, or Rules and Regulations, shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

f) In the event a tenant shall violate any provision of the Declaration, By-Laws, or Rules and Regulations of the Association, the Board or its Agent(s) shall notify the Owner of said violation. The Owner shall be responsible for remedying any continuing violation immediately or no later than 10 days of the date of such notice where repairs need to be made. If the violation is not remedied within such ten (10) day period, or if the Board shall determine that the violation is of such a nature as to justify termination of the lease, then the Board shall notify the Owner to immediately institute and diligently pursue, at the Owner's sole cost and expense, an action in an appropriate court to remove the tenant from the Condominium unit based upon the breach of the lease and/or for violation of the Declaration, By-Laws, or Rules and Regulations. In the event the Owner fails to fulfill his obligations to pursue such an action, then the Board shall have the right, but not the duty, to institute and pursue such an action as attorney-in-fact for the Owner, at the Owner's expense, including but not limited to court costs, expenses and legal and other professional fees incurred.

g) Notwithstanding any provision of any lease to the contrary, the Owner shall remain primarily and fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees, which are the responsibility of the Owner under the Declaration, By-Laws, or Rules and Regulations.

Enforcement of Rules and Regulations

The Board of Managers acting through the property management company as agent, or acting directly, is empowered to enforce the rules and regulations, and By-Laws, according to its duties as outlined in the By-laws. It is desired that each owner be well informed on the rules and regulations in this booklet and the contents of the "Offering Plan" in the interest of harmonious relationships and the quality of life for all concerned in the Wood Creek Condominiums. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Wood Creek Condominium community. Owners are responsible for their guests, invitees, tenants, family, etc. In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property.

FIRST NOTICE OF VIOLATION: As a courtesy, an attempt will be made to notify the owner by telephone and/or by written notice to eliminate/remedy the violation immediately, or depending on the violation within 10 days.

SECOND NOTICE OF VIOLATION: The Owner will be contacted by written notice if the problem is not remedied, or if there is a recurrence. Also, a \$50.00 fine will be levied against the owner's account. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% to remedy the situation against the owner's account.

THIRD NOTICE OF VIOLATION: If the owner continues to have the same or different violations, a certified letter will be sent to the owner's last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$50.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Condominium, then the Board or Property Manager shall commence legal action to enforce the rule and collect fees due the Condominiums. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall also constitute a lien on the homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the Wood Creek Condominium Declaration. The Board or Property Manger shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.

Wood Creek Condominium

c/o Woodbridge Group ♦ 32 N. Main Street ♦ Pittsford, NY 14534 Ph: 585-385-3331 ♦ Fax: 585-385-4693

NEW RULES ADOPTED BY THE BOARD OF DIRECTORS

"HARDWOOD FLOORS or HARD SURFACE LAMINATES", "INSURANCE", & "NUMBER OF LEASED UNITS"

FLOORING:

"Any new hardwood floor or installations of other hard surface laminates on second floor condominiums that place the hardwood floor area over a lower condominium unit requires a variance approved by a majority of the Board of Directors. Since sound transmission can be disturbing to neighbors below, the variance approval will require specific types of product installation. New building materials and flooring techniques should now be used to provide for a floating floor over a foam insulation underlayment to deaden sound. Flooring is glued or snapped together not nailed down, with provision for expansion at the edges of the room.

Existing hardwood floors on second floor units installed prior to this rule change should have adequate carpet and padding coverage in traffic areas to lessen any noise transmission in consideration of neighbors below and their right to quiet use and enjoyment."

INSURANCE:

"All WORKERS entering upon the Condominium Association's common property must have and provide proof of adequate Liability and Workers Compensation Insurance for themselves and their employees, before any work can commence. The Condominium- "Wood Creek Condominium" and the Property Manager, "Woodbridge Group" must be named as additional insured's on their policy. Anyone, using a ladder, must also sign a hold harmless agreement between themselves and the "Condominium, and its Manager", to protect the interests of the Condominium membership from future litigation.

NUMBER OF LEASED CONDOMINIUMS:

Due to recent changes in mortgage lending practices Wood Creek Condominium shall maintain a limit of no more than 20% of the total number of units in the community as "Rentals" ie.. "Non-Owner Occupied" to maintain the ability, to obtain a mortgages, and maintain property values for all Owners. Owners must advise the Board or Managing Agent prior to any leasing and follow the policies noted in our Rules. Use or occupancy by an "<u>immediate</u>" family member is not considered a rental, and hardship circumstances are subject to Board approved Variance.

Adopted 10/7/02

Please place this rule at the back of your rules book. Remember that any general remodeling of your condominium that involves the structure of the building, which is common property, requires a variance. The greatest concern is with electrical, plumbing, or structural changes that affect the entire building and the safety of others. All Workers must provide insurance coverage as noted above due to the significant number of lawsuits against property owners. This even includes window washers that you may hire.

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