

**CITY VIEW LOFTS HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS
2005**

Your Board of Directors has directed the Management Company to assist in the enforcement of the Rules and Regulations that govern your Association.

The following is a list of the Rules and Regulations that are listed in the Master Deed for City View Lofts, a recorded document that is enforceable by law.

Section 9 Parking Spaces: Parking spaces, other than the Allocated Parking Spaces, shall be part of the Common Elements, and may be allocated and reallocated, from time to time, to the respective Unit Owners, and shall be used by such Unit Owners subject to the Rules and Regulations of the Association, and parking spaces not so used by the Unit Owners may be rented or otherwise used in such manner as the Board may prescribe. Any parking spaces not allocated to a Unit Owner or rental may be used by the Unit Owners on a non-exclusive basis. However, such spaces shall not be used on a permanent basis by a Unit Owner but only for temporary parking. (Temporary parking means used by a resident or guest for not more than seven (7) consecutive days without written approval from the Board.)

Section 13 Insurance: Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, and all parts of the Unit (for which the responsibility of maintenance and repair is that of the Unit Owner), and for decorations, furnishings, and personal property therein, and personal property stored elsewhere on the Property, if any. (Unit Owners are responsible for any damage created to an adjacent unit. Please be sure you have the necessary insurance coverage to cover this type damage.)

Section 14 Maintenance, Repairs and Replacements: Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within and to his Unit.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

Section 15 Alterations, Additions or Improvement: Except as provided in Paragraph 16 herein, no alteration of any Common Elements (including without limitation, drilling or otherwise disturbing the concrete floors between Units), or any additions improvements thereto, shall be made by any Unit Owner without prior written approved of the Board.

Any Unit Owner may make non-structural alterations, additions or improvements within and to his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

Section 18 Use and Occupancy Restrictions: Subject to the provision of the By-Laws, no part of the Property may be used for purposes other than housing for single family residences and the related common purposes for which the Property was designed and as allowed by municipal zoning laws. Each Unit, or any two or more adjoining Units used together, shall be used as a single family residence or such other use permitted by this Master Deed, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere.

The following information is part of the By-Laws for City View Lofts.

Article V-Use and Occupancy Restrictions. Section 4. entitled Leases: All leases or rental agreements for Units shall be in writing and must be specifically subject to the Master Deed and By-Laws. A copy of every such lease, as and when executed, shall be furnished to the Board. No unit maybe leased or rented for a period of less than six (6) months. The lessee under every such lease shall be bound by and subject to all of the obligations under the Master Deed and By-Laws, of Unit Owner making such lease and the lease shall expressly so provide. Any Unit Owner making such lease shall not be relieved thereby from any of said obligations. The Board shall have all of authority in its sole discretion to require at any time that any Unit Owner who is leasing his Unit, place on deposit with the Board such sums as the Board may require and determine to be used as an indemnity against loss or damage to the Common Elements which might be caused by such Unit Owner's lessee. The terms of the indemnity shall be such terms as might be satisfactory to the Board. The Board shall furnish Unit Owner a notice in writing, which shall constitute that Unit Owner's notice to make such deposit. In the event the Unit Owner fails to comply with the terms of the notice within ten (10) days from the date the notice is mailed to him, the Board at its option may elect to terminate the subject lease. The Board shall give Unit Owner and his lessee notice of such election in writing.

The Board of Directors voted at their August 2004 Board Meeting that effective **September 1, 2004 that the Owner of any unit leased at City View Lofts will be required to place a deposit of \$1,000 with the Management Company, Jean Walker and Associates, Inc.** This money will be held in a separate bank account and will be refunded to the Owner at the time the unit is no longer being leased. Should a tenant create damage during the term of the lease, the Owner will be notified of the problem and if it is not repaired, then the cost of repairing any damage to the common areas will be deducted from the deposit.

In addition, it will be necessary that in each unit that is being leased, the Owner of the unit will submit a copy of the lease to the Management Company. It is important that the Board and/or Management Company have all of the pertinent information, in case of an emergency.

It is a requirement that the Owner of any unit being leased to make sure that the tenants are aware of the Rules and Regulations that govern City View Lofts.

Section 6 Rules and Regulations:

1. The entrances of the Buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No exterior of any Unit or the windows or doors thereof or any other portions of the common elements shall be painted or decorated by any Unit Owner in any manner without the prior consent of the Board.
3. No furniture, equipment or other personal articles shall be placed in the entrances or other Common Elements other than in enclosed balconies and patios.
4. No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Property or do or permit anything to be done therein that will interfere with the rights, comfort or convenience of other Unit Owners. (Noise from televisions, stereos and musical instruments should not occur before 9 a.m. or after 10 p.m. for the peace and harmony of others in the immediate vicinity.)
5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, any dirt or other substance.
6. No shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used in or about the Buildings or Common Elements except such as shall be have been approved by the Board.

7. No window shutters shall be used in or about the Buildings or Common Elements without prior consent of the Board.
8. All interior curtains, blinds and window treatments in the Units shall have white backings so that only such white backing shall be visible from the exterior of the Buildings.
9. No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the Property, except such as shall have been approved in writing by the Board; nor shall anything be projected out of any window of the Buildings without similar approval.
10. All garbage, refuse, and ashes from the Buildings shall be deposited with care in receptacles intended for such purpose only at such times and in such manner as Managing Agent shall direct.
11. Water closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes or other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.
12. All balconies and patios shall be maintained neatly and cleanly. All plants on such balconies and patios must be potted and all pots must have drip pans. No personal belongings other than outdoor furniture and accessories may be stored or displayed on unenclosed balconies. No satellite dishes or similar devices shall be placed or installed on balconies.
13. Caged birds or animals, house cats, and dogs under 80 pounds may be kept in a Unit Owner's Unit unless the same shall become a nuisance or disturbance to other Unit Owners. In no event shall any other bird or animal be kept or harbored in the Buildings. All Unit Owners shall obey all applicable leash laws, will not allow their pets to run loose at any time, and will not leave them tied up outside their Units.
14. No radio, television aerial or satellite dish shall be attached to or hung from the exterior of the Buildings without written approval of the Board.
15. The agents of the Managing Agent, and any contractor or workman authorized by Managing Agent, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Deed, these By-Laws or the Rules and Regulations.
16. No Unit Owner or any employee of any client, visitor or guest of a Unit Owner shall be allowed on the roof of the Buildings without the express permission of the Managing Agent or the Board.
17. All damage to the Buildings or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18. No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning or lighting apparatus that are part of the Common Elements and not part of the Unit Owner's unit.
19. No Unit Owner shall use or permit to be brought into the Buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board.
20. The Unit Owners shall not be allowed to put their names on or near any entry to the Buildings or entrance to any Unit, except in the proper places provided by the Board for such purpose.
21. The Unit Owners must keep the interiors of their Units clean and free from obstructions. The Board and the Managing Agent assume no liability for loss or damage to articles stored or placed in the Buildings or Common Area.
22. Any damage to the Buildings or equipment caused by Unit Owners, employees of Unit Owners or their invitees, licensees, guests, visitors, clients or patients shall be repaired at the expense of the Unit Owners responsible for such damage.
23. Unit Owners shall be held responsible for the actions of their employees, invitees, licensees, visitors, clients, patients of guests.
24. Complaints regarding the management of the Buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the President.
25. Supplies, goods and packages of every kind are to be delivered in such manner as the Board may prescribe, and the Board is not responsible for the loss or damage of any such property, even if such loss or damage that may occur through the carelessness or negligence of the employees of the Buildings.
26. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants, or other residents of adjoining Units; nor shall any nuisances or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.
27. The Common Elements are intended for use for the purpose of affording movement within the Buildings and of providing access to the Units. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited. Nor shall any part of the Common Elements be used for general storage purposes after the completion of the construction of the Buildings by Developer, except the maintenance storage room(s); nor shall anything be done therein or thereon in any manner that may increase the rate of hazard and liability insurance covering said area and the improvements situated thereon. No Unit Owner shall penetrate or core drill into the slabs, which comprise part of the Common Elements.

DELINQUENCY POLICY

1. All maintenance fees are due in the office of the Management Company on the first day of each month.
2. Any Owner whose fees have not been received before 5 p.m. on the 15th of the month will be sent a late notice and will be charged a \$10.00 late fee. Any payment received after the 15th of the month is considered delinquent and will be charged a late fee. Late fees not paid will accrue additional fees associated with the delinquency. Late fee and associated costs balances will remain on your account and will be treated as any other delinquent amount.
3. Any Owner still delinquent on the last day of the month will be sent a certified letter notifying the Owner that a lien may be filed 10 days from the date the letter was mailed. This letter will advise the Owner that if the lien is filed, the Owner will be responsible for any and all court and attorney's fees incurred.
4. If payment is not received, legal action will begin ten (10) days from the date of the filing of the lien.

PET POLICY

The Association wants to encourage tenants to value and enjoy their condominiums. We believe the tenants should be given every opportunity to pursue their interests, consistent with the rights of their fellow tenants and the property owner(s). By fostering an attitude of mutual respect and cooperation, our common interest in a safe, pleasant, and well-maintained building is best achieved. In keeping with this philosophy, and after carefully considering all of the interests involved, we have decided to adopt a limited pet policy that will allow tenants committed to responsible pet ownership to have a pet. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. The pet policy is designed to protect both pet owners and the non-pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets kept in the building, including visiting animals. All tenants will receive a copy of the policy. Failure to adhere to the terms of this agreement will initiate a total of two warnings to be issued to the occupier of the units before the Board will take further action.

Page Seven
City View Lofts
Rules and Regulations
2005

1. Only domesticated common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, and rodents, such as guinea pigs and hamsters, kept as companion animals. Pets of vicious or aggressive disposition deemed by the association to be potentially harmful to the health and safety of others are prohibited. Livestock, poisonous reptiles, amphibians or fish, rodents except for hamsters, guinea pigs, poisonous snakes, birds of prey, insects, and arachnids are strictly prohibited. Also prohibited are Doberman Pinschers, Pit Bulls, Rotweillers and any mixed breed dog with identifiable characteristics specific to one of these breeds. No tenants will be allowed to keep more than two (2) cats and/or one (1) dog with no weight restriction. Requests to keep more than one pet of any other species will be approved at the Board's discretion.
2. Pets are to be kept inside the tenant's apartment. Dogs going in and out of the buildings must be on leash and under the tenant's control.
3. Tenants are responsible for keeping all areas where pets are housed clean, safe, and free of parasites, including fleas. Dog owners must immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the street or grounds. Cat owners must place soiled cat litter in tied plastic bags in the dumpster on the property.
4. All adult dogs and cats must be spayed or neutered, unless a veterinarian certifies that health problems prevent the dog or cat from being spayed or neutered. All pets must receive proper veterinary care, including all appropriate inoculations; must be well-groomed, and must be given a healthy diet and exercised according to their needs. All pets must also be maintained in accordance with applicable state and local laws. Dogs and cats that go outside must wear identification tags at all times.
5. No pet is to be left alone in a tenant's apartment for a period longer than that, which is appropriate in light of the needs of the individual pet. While this period may vary depending on the pet in question, the association and the tenant understand that, in general, dogs should not be left alone for more than nine (9) hours, and other pets for more than twenty-four (24) hours, on a regular basis. This includes leaving the animal tied to an outside balcony.

When the association has reasonable cause to believe a pet is alone in an apartment and either the pet is creating a disturbance or any other emergency situation appears to exist with respect to that pet, management will attempt to contact the occupier of the unit to remedy the situation. If the association is unable to contact the tenant within a reasonable period, the association may enter tenant's unit and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be the responsibility of the occupier of the unit.

Tenants are responsible for ensuring that their pets do not disturb or annoy others tenants or neighbors. Tenants whose pet(s) are determined by the association to be disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after two (2) warning(s) will receive a thirty (30) day notice to remove the pet from the premises. If the tenant fails to remove the pet, the tenant will come before the Board and may be asked to move and/or sell his/her unit as stated in the By-Laws.

6. Tenants are responsible for and must immediately pay for all damages or injuries caused by their pets or visiting animals. The tenant is required to have liability insurance in the amount of \$1,000,000 in addition to their Homeowners' Insurance to cover any possible injury to persons by their pet.

.....

WHEN MOVING IN OR OUT OF THE BUILDING, PLEASE BE SURE TO INSTALL THE ELEVATOR PADS, WHICH ARE LOCATED IN THE ELEVATOR ROOM AND THE KEY TO THIS ROOM MAYBE OBTAINED FROM ANY BOARD MEMBER OR BY CALLING THE MANAGEMENT COMPANY AT 269-7016, PRIOR TO THE MOVE IN OR MOVE OUT DATE.