

**THE MOUNTAINSIDE AT SILVER CREEK
RULES AND REGULATIONS
(HOUSE RULES)**

The primary purpose of these Rules and Regulations is to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These Rules and Regulations may be amended by the Board of Directors ("Board") of the Association, as provided in the Condominium Declaration for Mountainside at Silver Creek Condominiums ("Declaration").

The full authority and responsibility of enforcing said rules may be delegated to a managing agent by the Board. All occupants, tenants, and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, neither the Board nor the Managing Agent shall be responsible for any non-compliance or violation of said rules by the occupants, tenants or their guests.

I. OCCUPANCY

1. Number of Occupants. Maximum occupancy of each apartment shall be limited to 8 persons unless the apartment has a loft in which event the occupancy is increased to 12. All occupants shall at all times be registered with the managing agency before occupying any apartment.

2. Use of Apartment. The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants (including, without limitation transient occupants), families, domestic servants and personal guests. The parking spaces may only be used as a parking space for a motor vehicle. The apartments may not be used for any other purpose without the written consent of the Board.

3. Absent Owner. An absent owner, at his expense, should have an agent, friend or maid conduct periodic inspections of his closed apartment, assuming responsibility for the contents of the apartment.

4. Pets. No livestock, poultry, rabbits, dogs, cats or other animals whatsoever shall be allowed or kept in any part of the project.

5. Children. An apartment owner shall be responsible for the conduct of his children at all times, ensuring that their behavior is neither offensive to any occupant of the Project nor damaging to any portion of the common elements. In any case, children twelve years of age or under (including guests) shall not be permitted in the recreation areas unless accompanied by an adult. Children will not be permitted to play in corridors, the parking areas, or the main lobby.

6. Water Facilities. Toilets, sinks, and other water apparatus in the Project shall not be used for any purpose other than those for which they were designed. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment.

7. Hot Tubs. Each apartment is constructed so as to allow for installation and use of a hot tub. It shall be the responsibility of

each apartment owner to operate and use any such hot tub so as to comply with applicable health regulations and so as to not injure the Project or constitute a nuisance at any time.

8. Declaration and By-Laws Prevail. If inconsistent with these Rules, the Declaration and By-Laws of the Association shall prevail.

II. TEMPORARY OCCUPANCY

1. Use by Owner's Lessees, Tenants and Guests. Subject to the terms of the By-Laws of the Association, an apartment owner may lease his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment including transient renters shall abide by the House Rules, and the owner shall assume responsibility for the occupants' conduct.

2. Conduct of Lessees, Tenants and Guests. An apartment owner shall be responsible for the conduct of his lessees, tenants and guests and shall, upon request of the Board, or Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by his lessees, tenants or guests contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessees, tenants or guests to conform with the interest and meaning of the provisions hereof, he shall, upon request of the Board or Managing Agent, immediately remove such lessees, tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.

*** III. COMMON AREAS, ENTRANCES AND BALCONIES**

1. Obstructions; Uses. The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than ingress and egress.

2. Balconies — Care and Maintenance. An apartment owner shall be responsible for the care and maintenance of all balconies which are included in his apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the balconies without the prior approval of the same by the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board of Directors may require the painting of the walls and ceilings of each balcony and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the walls and ceilings of the balconies and to make payment therefor as a common element expense. The term "balconies" as used herein shall include patios as to apartments which have patios instead of balconies.

3. Balconies — Furniture, Plants, etc. Only appropriate furniture and any un-

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the Managing Agent. These areas are not to be used for storage purposes of any kind.

4. Laundry, etc. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on balconies or passages or in windows so as to be in view from outside the building or from the apartments above.

5. Plants. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements. Care should be taken in scrubbing balconies so as to prevent water from running down the exterior of the building.

6. Throwing Objects from Building. Nothing shall be thrown from balconies, windows, entrance balconies, etc. Cigarettes and matches, specifically, are a fire hazard. The throwing of firecrackers from balconies and the explosion of any fireworks anywhere within the Project is expressly prohibited.

7. Entrances. No shoes, boots, skis, poles, dry cleaning, etc., shall be allowed to remain in view at front entrances of apartments.

8. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle. Receptacles shall be used so as to retain their "bear proof" character.

* 9. Barbecuing. Outdoor cooking shall be permitted only if authorized by the Board and shall be subject to regulation by the Board and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking are not permitted. No fires or open flame shall be permitted on any apartment balconies.

10. Aesthetics. No unsightliness within the public view is permitted within the project. For this purpose, "unsightliness" indicates but is not limited to the following: laundry on lines, reels, or grass, litter, trash containers, except as specially provided; inappropriate, broken, scarred, or offensively ugly furniture or plants on balconies, non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or unshaded or improperly shaded lights that create objectionable glare.

11. Household Goods. No garbage cans, household supplies, excess items, or similar articles shall be placed outside the apartment area or in a place where they can be seen from outside the apartment, except as the Board shall prescribe.

12. Personal Property. No items of personal property, including baby carriages, velocipedes, bicycles or ski equipment shall be left or allowed to stand on any of the common areas, other than within the confines of the apartment, or any enclosed limited common element adjacent to the apartment. Articles of any kind left in any of the common elements will be removed at the owner's risk and expense at the direction of the Board.

IV. RULES FOR THE TENNIS COURT[S].

1. Players must wait their turn in person.
2. When two or more persons are waiting to play, the limit of play is: singles 45 minutes, doubles 1 hour.
3. When four or more are waiting, no singles may be started and the court shall give way at the finish of the set.
4. Warm-up periods before a match must not exceed five (5) minutes.

V. PARKING AREAS.

1. Spaces Not Reserved. All parking spaces are available for use by all occupants of apartments on a "first come, first served" basis. In the event that any vehicle parked on the premises creates a nuisance as determined by the Board, the Board shall have the authority to remove any such vehicle from the premises. Vehicles not used on a daily basis shall be parked in spaces away from the buildings so as to leave the prime spaces for vehicles in daily use. No inoperative vehicles shall be stored in the parking areas.

2. Loading Areas. No cars may be parked or left unattended at the lobby entrance, the loading areas, or in the driveways.

3. Tenants' Parking. The apartment owner shall advise the Managing Agent in writing of the type of vehicle and license number being used by his lessee or tenant whose use of the apartment will exceed two (2) weeks.

4. Method of Parking. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.

5. Guests Parking. Up to two (2) parking stalls may be used by bona fide guests (not tenants) of an occupant, provided that such use is temporary and not repeated by the same guest(s) on a day to day basis.

6. Violations. Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a lessee, tenant or guest of an owner, the owner shall be held responsible for payment of the towing charge.

7. Washing Cars, etc. Owners washing, cleaning, or polishing cars on the premises shall do so only in the areas designated for such use by the Board and shall clean the area thoroughly before leaving and at no time use any space other than spaces designated for such purposes. Car washing must be performed in a manner so as to minimize water spillage and shall not be done in cold weather as to create unsafe ice conditions.

8. Repairs, Storage. Extensive repairs of a motor vehicle, or other equipment and storage of property shall not be permitted in the parking stalls.

VI. NOISE AND NUISANCES

1. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board or in violation of the By-Laws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the property by other apartment owners or occupants.

2. Avoid excessive noise of any type at any time. Consider other residents at all times. Apartment owners shall not cause or permit any disturbing noise or objectionable odors to emanate from their apartments.

3. Hold your front door so as to avoid its slamming due to the wind. When using the service rooms or stairwell, do not allow the doors to slam.

4. No workmen will be allowed in the building before 8:00 a.m. or after 7:00 p.m., except in an emergency.

5. Radios, TV's, Hi-Fi's, etc., must be played at reduced volume after 10:00 p.m. and before 7:00 a.m.

6. When guests are leaving at night, noise must be kept at a minimum.

7. Excessive noise at any time should be reported to the Managing Agent who will take appropriate action.

VII. BUILDING MODIFICATIONS.

1. No structural changes of any type shall be permitted either within or without an apartment without prior written approval and consent of the Board.
2. No signs, signals or lettering shall be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any balcony.
3. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the building.
4. No draperies will be permitted which are visible from the exterior of the building and which differ in color from the draperies originally provided or approved for the apartment.
5. Every apartment owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.
6. All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such apartment shall be at the apartment owner's expense.
7. No apartment owner or occupant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, antenna, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or roof thereof.
8. Nothing shall be allowed, done, or kept in any apartment or common element which will overload or impair the floors, walls, or roofs of the building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto.
9. No awnings or other projections shall be attached to the balconies or outside walls of the buildings or the exterior of any door without the prior consent in writing of the Board.
10. No alteration or addition to an apartment which is visible from the exterior of the apartment nor any alteration or addition to the common elements may be made without the prior approval of the Board.

VIII. EMPLOYEES OF THE ASSOCIATION.

1. The maintenance employees will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every occupant is to do his or her part and to use his influence on all members of his household to do their part towards abating unsightliness within the project to the fullest practicable extent.
2. Maintenance employees of the Association are under the sole direction of the Managing Agent; and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, occupant or guest.
3. No employee shall be asked by an owner to leave the common elements.
4. Cleaning of individually-owned apartments, including all windows thereon, is a responsibility of the respective apartment occupants.

IX. HAZARDS.

1. The parking areas or other common elements shall not be used for recreational activities of any kind except for the purposes for which they are constructed and/or designated by the Board.
2. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or other articles deemed extra hazardous to life, limb or property. No wood fires shall be permitted in the fireplaces in the apartments without the prior consent of the Board.
3. No activity shall be engaged in and no substance introduced into or manufactured within the building which might result in violation of the law.
4. Speeding will not be permitted within the project. Appropriate action will be taken by the Board pursuant to the letter of the law. The Board may establish speed limits for the project.

X. GENERAL RULES AND REGULATIONS.

1. Furniture placed in common areas is for use in those specific areas and must not be moved therefrom.
2. No solicitation or canvassing will be allowed in the Project at any time.
3. The Managing Agent is not required to give access to apartments without the written permission of a responsible owner.
4. Owners and occupants shall file their name, address and phone number and signature with the Managing Agent upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time.
5. Each apartment owner shall observe and perform these Rules and ensure that his lessees, tenants, licensees and invitees also observe and perform these Rules. Apartment owners will be responsible for their lessees' or guests' observance of all Rules as set forth herein. In the event expenses are incurred due to violations of Rules of lessees, guests or licensees, the owner shall be responsible for payment of same, including reasonable attorneys' fees.
6. To facilitate the right of access provided to the Managing Agent or the Board, each apartment owner shall furnish the Board or Managing Agent with keys to locked entrances to his apartment, and shall promptly furnish new keys when and if such locks are supplemented or changed. Such keys as may be provided to the Board or Managing Agent shall be handled with due care and caution so as to minimize the possibility of theft, vandalism or any and all other unlawful acts. No entrances to an apartment shall be barred by a sliding bolt or other device which renders access by such keys difficult or impossible. If any key or keys are entrusted by an apartment owner or occupant or by his agent, servant, employee, licensee or visitor to an employee of the Association except pursuant to the provisions of this paragraph, whether for such apartment or an automobile or other item of personal property, the delivery of the key shall be at the sole risk of such apartment owner or occupant, and neither the Board nor the Association shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Each apartment owner and occupant shall assume full responsibility for protecting its space and the contents thereof from theft, robbery, pilferage, vandalism, and other loss.

XI. VIOLATIONS OF THESE RULES.

1. Reporting Violations and Damages.

(a) All corrective actions regarding violations of the Rules and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Board or the Managing Agent.

(b) Damages to common elements or common areas shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.

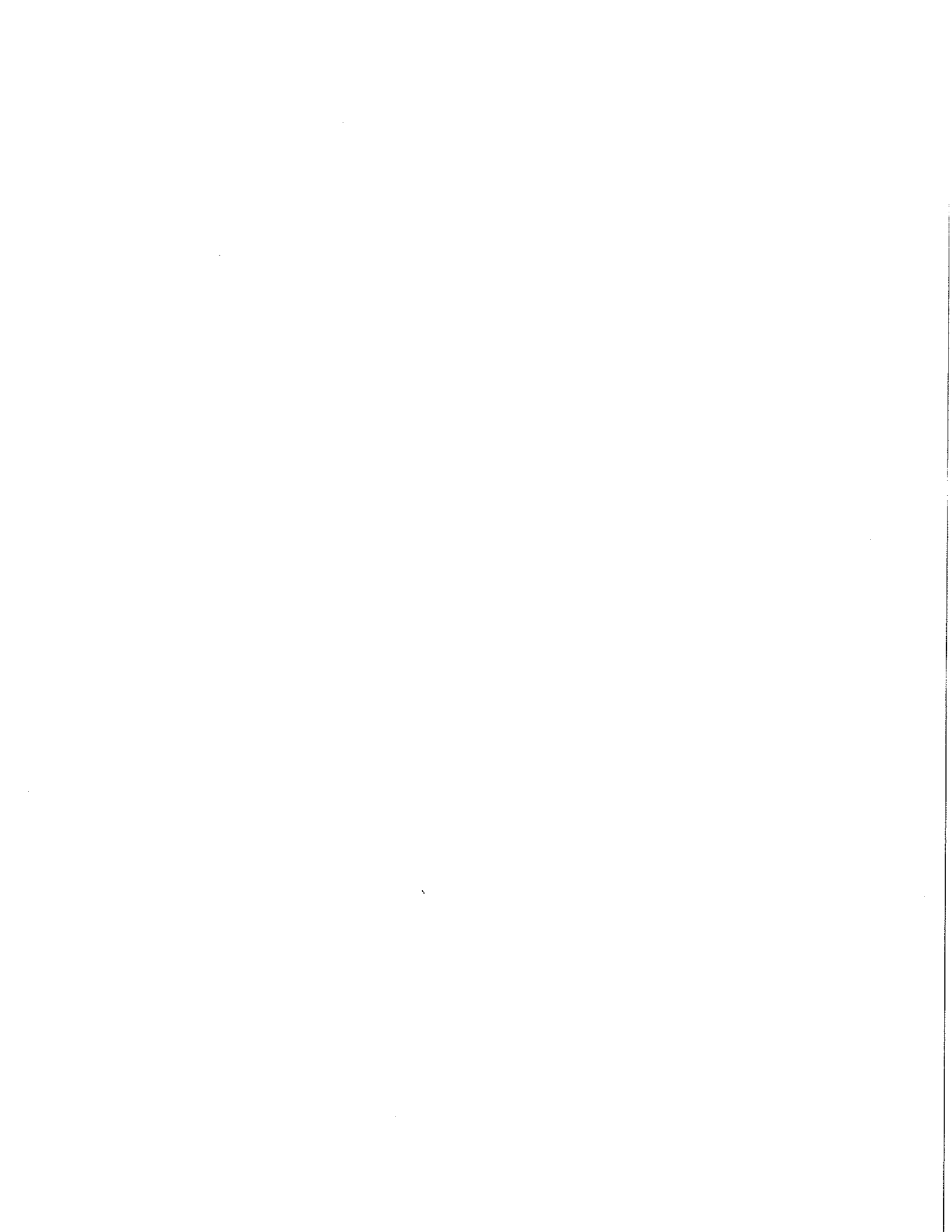
2. The Violation of Any House Rules Adopted by the Association of Apartment Owners Shall Give the Board of Directors or Its Agents Right To:

(a) ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS (OR IN THE

COMMON AREA IF THE VIOLATION IS IN THE COMMON AREA) AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE DEFAULTING APARTMENT OWNER, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF AND THE BOARD OF DIRECTORS OR THE MANAGING AGENT SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR

(b) TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER; AND/OR

(c) ANY OTHER REMEDY AS THE BOARD SHALL REASONABLY SPECIFY INCLUDING, WITHOUT LIMITATION, RESTRICTING USE OF THE COMMON AREAS BY THE VIOLATOR, HIS LESSEES, TENANTS, LICENSEES AND INVITEES.



CURRENT

III. Common Areas, Entrances and Balconies

3. Balconies - Furniture, Plants, etc. Only appropriate furniture and small plants shall be used on balconies and any unsightly or disturbing items shall be removed upon the request of the Managing Agent. These areas are not to be used for storage purposes of any kind.

REVISED – With approval of Board of Directors

III. Common Areas, Entrances and Balconies

3. Balconies – Furniture, Plants, Lights, etc. Only plants less than 18 inches tall shall be used on balconies. Any unsightly or disturbing items shall be removed upon the request of the Managing Agent. These areas are not to be used for storage purposes of any kind. Only furniture having earth-tone colors and conservative outdoor design shall be used on balconies. Owner must obtain Property Manager's approval as to suitability of replacement furniture. No permanent lights shall be used on balconies, except the fixture originally located above the door.