

CORTINA CONDOMINIUMS

AMENDED RULES & REGULATIONS

These Rules & Regulations are adopted in accordance with Article 8.5 of the Declaration of Covenants, Conditions and Restrictions of the Cortina Condominiums ("Covenants"). In adopting the Rules & Regulations, it is recognized that a condominium project, by its nature, is owned in common by all Unit Owners and that all such Owners are Members of the Condominium Association and, as such, each Owner is responsible for the preservation of the Common Interest Community. Owners and their property values may be impacted by the acts of other Owners. The Covenants provide for mixed commercial and residential uses within the Condominium Project. It is the intention that these Rules & Regulations are to be applied equitably among all Owners.

COMMON AREAS - HALLWAYS, ELEVATORS, STAIRWAYS AND SIDEWALKS

1. Obstructions. Halls, elevators, stairways and sidewalks ("Accessways") are intended to be utilized to access the Units. Such Accessways are not to be utilized for storage or to be obstructed. Any personal items, if found in Accessways, may be removed and disposed of by the Association. Particularly, no plants, bicycles, play equipment, baby carriages, furniture, wheelchairs, statuary or other items will be permitted to be kept in any hallway without the permission of the Association's Board of Directors ("Board").

2. Excessive Noise or Playing in Halls. No running, excessive noise, roughhousing or other activities, which would have the effect of disturbing other residents, shall be allowed in any Access way.

3. Decor. The Board shall have the sole authority to establish Accessway decor, including making all decisions involving color schemes, wall coverings, window coverings, floor coverings, lighting and wall hangings. No resident may modify any Access way decor without the approval of the Board.

4. Security. Unit occupants shall afford access only to that Owner's guest or invitee and no unauthorized individual shall be afforded access by any Unit Owner. Exterior doors shall be closed and, where appropriate, locked at all times and shall not be propped open, affording non-authorized persons access to the Condominium. Access keys and cards and security codes shall be kept confidential and shall not be disseminated except to Unit occupants and family members. No solicitors shall be afforded access to the Residential portion of the Condominium and no door-to-door sales will be carried on within the Access ways. No handbills shall be posted or distributed within the Condominium without approval of the Board.

5. Access Keys. No Unit Owner shall duplicate any access card or door key. All access

cards and Unit door keys shall be turned in to the Board upon sale of any Unit. The Association may re-key access doors or change security codes at its discretion. All Owners shall provide 24/7 contact information to a person or firm who can provide emergency Unit access.

6. Garbage Shoots. No occupant of a Unit shall place any hazardous or flammable material in any garbage shoot, nor shall items of excessive size be placed in the garbage shoot. Particularly large items which are incapable of passing through the garbage shoot shall be carried to trash areas and properly disposed of in dumpsters or other facilities maintained by the Association. No Owner or any contractor shall dispose of any carpet rolls, construction materials or similar items in any trash dumpster without the prior permission of the Board. Trash, consisting of glass bottles, aluminum cans, newspapers, plastic bottles shall be placed loose in the Recyclable trash shoot loose. All non-recyclable trash, before being placed in the non-recyclable trash shoot, must be plastic bagged.

7. Deliveries. The Association shall maintain receptacles for mail and newspaper deliveries in the lobby area. All deliveries including mail and newspapers shall be placed in the Unit's receptacle for such deliveries. Any oversized items or deliveries not placed in the proper receptacles and left in a lobby area shall be disposed of within a reasonable time if allowed, without board approval, to remain in any lobby or other Access way.

EXTERIOR APPEARANCE

1. Signage. No banner-type signage shall be hung within the Condominium Area without approval of the Board. Window lettering shall have characters not larger than eight inches in height. Non-window signage shall be in approved signage areas. No neon or flashing signage will be allowed.

2. Draperies/Window Coverings. All window coverings visible from the exterior of the Building shall be of a wood color. Each owner of a Residential unit shall install window coverings within forty-five days of receipt of a conveyance to that Owner. In areas of the residential units with single story windows (refer to specific architectural unit numberings & room numberings) the use of fabric window treatments is permitted as long as the treatment is lined with a fabric or other material that is white or off-white in color, and such coverings and the backings thereof are approved the Board. No Residential Owner shall install horizontal or vertical blind or slat window coverings in single story windows. Owners of Residential Units with a 2-story height window in a barrel area shall install wooden or polymer horizontal blind or horizontal slat window coverings, with individual slat width of 2 inches minimum (refer to specific architectural unit numberings & room numberings) to preserve a uniform appearance throughout the exterior of the building.

3. Building Protrusions. No protrusions from the Building, including air conditioning units, antennas, fireplace or other vents, shall be allowed without approval of the Board.

4. Balconies. No enclosures shall be allowed on any balcony. No objects shall be dropped from balconies or placed on balcony ledges. Balconies shall not be used for storage and shall be

kept in a tidy fashion, so as to avoid the appearance of clutter, particularly to passers by. Table umbrellas shall not be allowed on furniture on any balcony area. Dust and other items shall not be shaken from balconies, including shaking of dust mops, rags or clothing. Hanging or draping clothing or placement of clotheslines (including for drying of clothes) shall not be allowed on balcony areas or from Condominium Unit windows. Without the approval of the Board, wire, fencing or other mesh-type barriers shall not be erected on balcony railings. No plant hangings will be allowed on balconies or balcony railings without the approval of the Board. No barbecues, chimneys, or similar devices fueled by charcoal, wood or liquid fuels, shall be maintained on any balcony. Electric and natural gas cooking equipment placed on non-flammable surfaces is allowed on balcony areas, with Board approval.

5. Moving Arrangements. No item shall be moved into any Unit over any balcony without permission of the Board and without first affording all Owners 24-hour notice by posting. No derrick or other apparatus intended for the movement of any item over any balcony shall be installed on any balcony, the exterior or roof of the Building without Board approval. The Board may require that items may only be moved into units via balcony areas by bonded moving companies and only after such company provides assurance of adequate insurance coverage to the Board.

6. Bird Nesting. Any Unit occupant shall ensure that no birds are allowed to nest in balcony or exterior areas of the Building. If an Owner is unable to knock down or otherwise remove any bird nesting area, such Owner shall, upon noticing a nesting area, contact a Member of the Board.

7. **Windows and Window Frames.** In the event any window is damaged or broken, the window shall be immediately replaced with the same type of window glass approved by the Board. No Owner shall replace any window glass or window frame except with a glass or frame approved by the Board.
8. **Unit Identification.** Each Unit has been numbered and provided with a peephole for security purposes. No additional signage identifying the Owner's name, including door knockers or additional pcepholes shall be placed on or in any doorway without the approval of the Board.
9. **Use of Salt Products.** Salt and Salt products used on façade or concrete areas will cause damage and discoloration of the Building and amenities. The Covenants preclude use of such products as de-icing agents. (Salt)based de-icing products with not be used on any part of the property subject to the Covenants. Notwithstanding any provision herein to the contrary, any violation of this provision of these rules shall subject the violating party to a minimum fine payable to the association of \$500 and the offender shall also be liable to the Association for all costs of restoring any damaged improvements including costs of replacement, resurfacing or repainting as deemed necessary by the Association.
10. **Satellite Dishes.** Unit occupants shall not affix satellite dishes to the exterior of the Building. With Board approval and upon a vote of the Owners, a single satellite dish may be installed on the roof and distributed to the Units.

RESIDENTIAL UNIT LEASES

If any Residential Unit is leased by an Owner, the Owner shall provide a copy of the Lease to the Board upon written request. No Residential Unit shall be leased for any period of less than one month or longer than twenty four months except with approval of the Board. If any Unit is leased, any Leasing Unit Owner shall, at all times, ensure that the Board has contact information for the Unit Owner. Any Residential Owner leasing a Unit shall be jointly and severally obligated with the Tenant for any damages or fines caused by or assessed as a result of the activities of the Owner's Tenant or the Tenant's family, guests or invitees.

PETS

1. **Number.** At a maximum, four (4) pets shall be allowed per Unit. It is intended that, for example, two dogs and two cats may be maintained in any unit. Under no circumstances may more than two dogs or two cats be maintained in any Unit.
2. **Noise.** No pet which is a threat to other residents, causes damage or unreasonable noise or is not properly supervised shall be kept in any Unit. All pets shall be licensed and properly vaccinated and cared for.
3. **Clean-Up.** All pet messes shall be immediately attended to and disposed of. In the event of a Unit occupant's failure to attend to pet messes, the Board may terminate

the occupant's right to keep a pet(s) in the Building.

PARKING

1. **Residential Underground Parking.** With the exception of units 3A and 4A (which are assigned one parking space each) each Unit Owner, together with its Unit, owns two underground parking spaces and storage rights associated with that Unit. Pursuant to Article 2.8.2 of the Covenants, an Owner may lease that Unit's parking. Any Owner leasing a Unit's parking space(s) shall notify the Association of the name of the lessee and provide a copy of the lease to the Association.
2. **Underground Parking Registration.** Each Owner shall provide the Board annually with license plate numbers of any vehicles to be parked in underground parking areas. These license numbers are to be provided for security reasons. If vehicles with license numbers other than those which have been registered are found parked in any underground space, such vehicle may be towed by the Board.
3. **Surface Parking.** Ground level parking spaces shall initially be allocated by the Declarant to Commercial Unit users. Certain parking may be reserved and signs evidencing reservation of such parking spaces shall be posted. For surface parking, the Board may require Owners to provide vehicle license numbers of vehicles parking in such above ground parking, particularly license numbers of vehicles using reserved parking. Subject to the Act, Unauthorized vehicles parked in above ground spaces may be towed by the Board.
4. **Inoperable Vehicles.** No inoperable vehicle, trailer, recreational vehicle or oversized vehicle or truck shall be parked in any above or below ground parking space without permission of the Board.
5. **Leases.** As required by the Covenants, any lease of a parking space must be filed with the Board. Unless included with a Residential Unit lease, no lease shall be effective for more than one year and all leases shall expire upon the sale of a Unit by the Lessor Unit Owner.

STORAGE AREAS, JANITORIAL CLOSETS, RESTROOMS

1. **Storage Areas.** Any Residential Unit with a designated storage area shall maintain that storage area in an uncluttered and presentable fashion. No hazardous or flammable materials shall be maintained in any storage area.
2. **Bicycles.** Bicycle storage areas shall be maintained within the Condominium Area. Persons storing bicycles, including persons locking such bicycles in bicycle racks, either in any underground bicycle storage areas or surface bicycle storage racks, shall provide the Board with a description of the bicycle. The Board may place notices on bicycles at any time that the bicycle will be removed within a certain period of time if not claimed. If, after such period, a bicycle is not claimed, bicycle locks may be cut or the

bicycle may be removed.

3. Janitorial Storage Closets and Restrooms. All janitorial storage closets and restrooms serving the Commercial Units shall be maintained in a cleanly and sanitary fashion. No storage of items shall be allowed in janitorial closets or restrooms without approval of the Board.

4. Mailboxes. Mailboxes are provided for both the Commercial Units and Residential Units. The Board may place bulletin board or other areas for posting notices near the mailboxes. No postings of handbills, notices or other items will be allowed in mailbox areas without the approval of the Board. Mailbox doors are locking and shall be the responsibility of each Unit Owner to maintain that Unit Owner's mailbox.

ENFORCEMENT

The Board shall have the ability to enforce these Rules as allowed by the Covenants. Subject to specifically set higher fines as set forth in these Rules, the Board may elect to provide an initial warning of any violation of the Rules or to impose a fine of up to \$25.00 in the event of a first violation. Following an initial violation, fines of up to \$100.00 per violation may be imposed by the Board. As set forth in the Covenants, any fine shall be in addition to actual costs incurred by the Board or any Owner which may be assessed against an Owner violating or responsible for a violation of these Rules.

These Amended Rules and Regulations are amended and re-adopted this 6TH day of December, 2005, by unanimous consent of the Members of the Board of Directors of the CORTINA CONDOMINIUM ASSOCIATION pursuant to Articles 2.23 and 4.4 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CORTINA CONDOMINIUMS and Articles 3.1 and 3.11 of the Bylaws.

CORTINA CONDOMINIUM ASSOCIATION

By: 
William Coulson, Director

By: 
Scott Mullen, Director

By: 
Mary Susan Cannon, Director