

RULES AND REGULATIONS
OF
VILLAGE ON THE CREEK

1. The Village on the Creek Condominium Association, Inc., acting through its Board of Directors, has adopted the following Rules and Regulations. These Rules and Regulations may be amended from time to time by resolution of the Board of Directors. Unless otherwise specified herein, all capitalized terms used herein without definition shall have the meaning specified for such terms in the Condominium Declaration for Village on the Creek Condominium (the "Declaration").

2. Wherever in these Rules and Regulations reference is made to "Unit Owners," such terms all apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guest, customer, invitee or licensee of such Unit Owner, or his family or tenant. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association, the Board of Directors, and the Managing Agent when a Managing Agent is acting on behalf of the Association

3. The Unit Owners shall comply with all the Rules and Regulations hereinafter set forth.

4. These Rules and Regulations are supplementary to, and not in lieu, of provisions governing the Condominium that are set forth in the Declaration and By-Laws of the Condominium. To the extent of any inconsistency between any of the foregoing, the following shall prevail in the order noted: the Declaration, the By-Laws, and these Regulations.

5. Owners shall close all exterior windows or sliding doors when necessary to avoid possible damage from storms or the elements.

6. Owners shall not alter, renovate, repair or make improvements to the exterior of the Building or Common Elements, which is the responsibility of the Association.

7. All damage to the Building or Common Elements caused by moving or carrying of any article therein shall be paid for by the Owner responsible for the presence of such article.

8. Water shall not be left running for an unreasonable or unnecessary length of time.

9. No Owner shall engage any employee of the Association for any private business of the Owner without prior consent of the Association.

10. There shall be no obstruction of the sidewalks, driveways, entrances, hallways or other passageways, nor use thereof by any Unit Owner for any purpose other than ingress to and egress from the Building and the Units. Nothing shall be stored in the Common Elements without the prior consent of the Association except as herein or in the By-Laws expressly provided. No public hallway or stairway shall be decorated or furnished by any Unit Owner in any manner. No article shall be placed on or in any of the General Common Elements except for those articles of personal property which are the common property of all of the Unit Owners.

11. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area. No waste shall be committed in the Common Elements.

12. All garbage and trash bags must be not less than 1.5 mil. thickness. No garbage cans, containers or bags of any kind shall be placed in Common Elements other than proper trash receptacles provided or approved by the Association.

13. Except in the Recreational Facilities designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the building or passageways, parking areas, courts, sidewalks or lawns or elsewhere in the Common Elements.

14. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner who (or whose family, guests, employees or invitees) caused such damage.

15. Each Unit Owner shall keep his Unit in good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or Terraces thereof, any dirt or other substance.

16. Nothing shall be done in any Unit or in, on or to the Common Elements which may impair the structural integrity of any Building or which may structurally change any of the Buildings, nor shall anything be altered or constructed in, or removed from, the Common Elements, except upon the prior written consent of the Association.

17. All Unit Owners shall keep the volume of any radio, television, phonograph, amplifier or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

18. Owners, their families, guests, servants, employees, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building, except in connection with making authorized repairs to equipment located thereon and then only with the consent of the Association.

19. No entrances, hallways, balconies, storage areas or other portions of the Common Elements shall be decorated by any Owner in any manner without prior consent of the Association.

20. No Owner shall interfere in any manner with any portion of the plumbing, heating, air-conditioning or lighting apparatus which is part of the Common Elements and not part of the Owner's Unit.

21. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other customary household pets weighing less than 25 pounds, not to exceed one per Unit, without the prior written approval of the Association, may be kept in a Unit, subject to compliance with the By-Laws and these Rules and Regulations. The Owner of any animal must promptly remove all waste left on the grounds or Common Elements by his or her animal. The privilege to keep any animal in any Unit shall be revocable upon written notice by the Association if (i) the animal becomes obnoxious to other Owners (ii) the Owner of the animal shall have been given a written notice stating the nature of the problem and requesting its correction, and (iii) following such notice, the problem with the animal is not promptly corrected by the Owner. Upon failure to correct the problem as to which notice as provided above has been given, the Association may require the Owner to remove the animal.

22. No blinds, shades, screens or similar devices or structures shall be attached to, hung in, or used in connection with any Terrace, or patio of a Unit. Draperies, blinds or curtains must be installed by each Unit Owner on all windows of his Unit other than skylights and must be so maintained thereon at all times, unless the consent of the Association is first obtained.

23. No shades, awnings, reflective window film, window guards, ventilators, fans or air-conditioning devices shall be installed or used in or about the Building, Common Elements or balconies except such as shall have been approved by the Association. If the Owner shall fail to keep any such approved device in good order, repair and appearance, the Association may remove such device, charging the cost of removal to the Owner; and the device shall not be replaced until it has been put in proper condition, and only with the further written consent of the Association. No interior window treatments shall be permitted if the Association determines that such treatments cause unsightly detraction from the exterior appearance of the Building.

24. No sign, notice, advertisement or decoration shall be inscribed or imposed on or projected from any window, door or other part of the Building, except such as shall have been approved in writing by the Association.

25. No Unit shall be used for any immoral or unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

26. All personal property placed in any portion of the Building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

27. Unless otherwise authorized by the Association, the Parking Facilities may be used only for parking of automobiles, motorcycles, bicycles, recreational vehicles, boats or trailers (provided that none of the foregoing shall be parked or placed in any parking space in a manner so as to encroach over the exterior of such parking space or into the common driveway). All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium with "For Sale" signs attached.

28. No vehicles shall be left standing in the Parking Facilities in a non-operative condition, nor shall there be any repairs done to vehicles in a parking space.

29. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

30. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provision of state or local laws and ordinances hereby are expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequence thereof.

31. The agents of the Association and any contractor or workman authorized by the Association, may enter any Unit in the Building in case of an emergency

32. All persons using any of the facilities of the Condominium do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any Common Elements or Recreational Facilities. Each Unit Owner shall hold the Association harmless from all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of any Common Elements or Recreational Facilities.

33. Any damage to the Building or Common Elements or equipment caused by a Unit Owner or such Unit Owner's pets shall be repaired at the expense of the Unit Owner.

34. Complaints regarding the management of the Condominium or regarding actions or other Unit Owners shall be made in writing to the Managing Agent.

35. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Insurance Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

36. The planting of plants, flowers, trees, shrubbery and crops of any type by anyone other than the Association is prohibited anywhere on the Common Elements or Terraces without the prior written consent of the Association. No fences may be erected around or on the Common Elements by anyone other than the Association without the prior written consent of the Association.

37. Solicitors are not permitted in the Buildings or on the grounds of the Condominium. If any Unit Owner is contacted by a solicitor on the Property, the Association must be notified immediately.

38. The swimming pool and other available Recreational Facilities may only be used by Residents and their guests. Residents and their guests must abide by rules for use of these Recreational Facilities as posted thereat, or hereafter published by the Association.