

RULES AND REGULATIONS FOR
Midtown Edge, a Residential Condominium
("Residential Condominium")

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THE USE OF RESIDENCES AND RESIDENTIAL COMMON ELEMENTS

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ADOPTED BY
BOARD OF DIRECTORS
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PART I

GENERAL PROVISIONS

These Residential Rules and Regulations ("Residential Regulations") are established by the Board of Directors ("Board") of Midtown Edge Owners Association, Inc. effective as of insert date, pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors.

These Residential Regulations are in addition to rules contained in the Master Declaration, Master Bylaws, Master Rules and Regulations, Residential Declaration and Residential Bylaws. In the event of a conflict among the Residential Governing Documents, the order of governing authority shall be as follows: the Master Declaration (highest), Master Articles, Master Bylaws, Master Rules and Regulations, Residential Declaration, Residential Articles, Residential Bylaws, and then these Residential Regulations (lowest). The Board of Directors is empowered to interpret, enforce, amend, and repeal these Residential Regulations.

A. DEFINITIONS

The following terms are defined for use in these Residential Regulations and those capitalized terms not expressly defined herein have the same meaning as defined in the Residential Declaration:

"Contractor." Any party performing construction, repair, remodeling or other services for the benefit of a Residence Owner.

"Occupancy", "Occupy", "Occupied or "Occupying." Occupancy of a Residence in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Posted Rules." Rules and signs posted by the Residential Association at any time on the Residential Property from time to time.

"Residential Association." Midtown Edge Owners Association, Inc. and the Residential Manager, to the extent the Residential Association has delegated any right or duty to such Residential Manager.

"Residential Governing Documents." Individually and collectively, the Act, Master Declaration, Master Articles, Master Bylaws, Master Rules and Regulations, Residential Declaration, Residential Articles, Residential Bylaws and the Residential Regulations.

"Residential Manager" or "Residential Management Office." Includes the management staff in the Residential Condominium's management office who are employees of the Residential Association or its managing agent.

"Residence Owner." The Residence Owner of each Residence and any other persons Occupying, using, visiting, or otherwise on the Residential Property at the direction or invitation (express or implied) of such Residence Owner (including the Residence Owner's family, invitees, Residential Tenants, visitors, servants, agents, representatives and licensees).

"Residential Regulations." These rules and regulations, Posted Rules and Temporary Rules.

"Temporary Rules." Notices communicated to the Residence Owners by the Residential Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Residential Property.

B. COMPLIANCE

1. Compliance. Each Residence Owner shall comply with the provisions of the Residential Governing Documents and any other policies or regulations adopted by the Board of Directors to supplement the Residential Governing Documents, as any of these may be revised from time to time. Additionally, each Residence Owner shall be responsible for ensuring compliance with the Residential Governing Documents by all persons using or occupying such Residence Owner's Residence. If a Rule requires or prohibits conduct by a "Residence Owner" or "Residential Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom a Residence Owner or Residential Tenant is responsible.

2. Additional Rules. Each Residence Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Regulations by reference.

3. Waiver. Circumstances may warrant waiver or variance of these Regulations. To obtain a waiver or variance, a Residence Owner must make written application to the Board of Directors. The Board of Directors will consider such request and respond to the Residence Owner in accordance with the Residential Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

4. Right to Enforce. The Residential Association has the right to enforce these Regulations against any person on the Property.

C. OBLIGATIONS OF RESIDENCE OWNERS

1. Safety. Each Residence Owner is solely responsible for such Residence Owner's own safety and for the safety, well-being and supervision of such Residence Owner's guests and any person at the Residential Condominium to whom the Residence Owner has a duty of due care, control, or custody.

2. Residence Key. Each Residence Owner will provide the Residential Association with a set of all keys required to enter such Residence Owner's Residence and Residential Storage Space, if applicable, through the front door, and will provide replacement keys to the Residential Association each time a lock on the Residence is changed. The Residential Association assumes no liability related to possession of the keys, beyond reasonable and prudent care to safeguard them.

3. Damage. A Residence Owner is responsible for any loss or damages the Residence Owner causes to its own Residence, other Residences, the Residential Common Elements or the personal property of other Residence Owners.

4. Insurance. A Residence Owner assumes full risk and sole responsibility for placing such Residence Owner's personal property in or on the Residential Property. Each Residence Owner is solely responsible for insuring such Residence Owner's personal property on the Residential Property. The Residential Association recommends that all Residence Owners and Residential Tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Residences.

5. Risk Management. A Residence Owner may not permit anything to be done or kept in its Residence, Residential Storage Space, Residential Parking Space or the Residential Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Master Association, Residential Association or any other Residence Owner in connection with the Residential Property.

6. Reimbursement for Enforcement. Each Residence Owner shall promptly reimburse the Residential Association on demand for any expense incurred by the Residential Association to enforce the Residential Governing Documents against such Residence Owner or its Residence.

7. Reimbursement for Damage. Each Residence Owner shall promptly reimburse the Residential Association on demand for the cost of damage caused by the accidental or willful conduct or omission of such Residence Owner.

8. Certain Sales Prohibited. Without the Residential Association's prior written permission, a Residence Owner may not conduct or permit a Residential Tenant to conduct on the Residential Property a sale or activity that is advertised to the public as an "estate sale," "yard sale," "garage sale," "bankruptcy sale," "fire sale," or any sale in connection with "going out of business," "inventory reduction," "moving to a new location," or post any signage on the windows or exterior of the premises that sends a similar message. It is the intent of this section to prevent any Residence Owner or its Residential Tenant from conducting its business in any manner that would give the public the impression that it is about to cease operation, and the Residential Association shall be the sole judge as to what shall constitute a "distress-type" sale. This section does not apply to marketing the sale or rental of a Residence, unless combined with a prohibited activity.

D. OCCUPANCY STANDARDS

1. Number of Occupants. Subject to any exception for familial status under any applicable fair housing law, no more than two persons may occupy any one-bedroom Residence, no more than four persons may occupy any two-bedroom Residence, and no more than five persons may occupy any three-bedroom Residence.

2. Familial Status. The Residential Association's occupancy standard for Residence Owners or Residential Tenants who qualify for the familial status protection under any applicable fair housing law is a maximum of two persons per bedroom with the exception of a small child under the age of three.

3. Minors. No person under the age of 18 years of age may Occupy a Residence unless such Occupancy is with a Residence Owner or Residential Tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. A Residence Owner must provide satisfactory proof of the ages and relationships among the Occupants of such Residence Owner's Residence upon request of the Residential Association.

4. Danger. No Residence may be Occupied by a person who constitutes a threat to the health or safety of other persons, or whose Occupancy could result in substantial physical damage to the property of others.

E. LEASES

1. Term and Conditions of Lease. Except for those Units owned and leased by Declarant, an entire Unit (but not less than an entire Unit) may be leased for private residential purposes only and may not be leased for a term of less than sixty (60) days. A Unit may not be leased for hotel or transient purposes.
2. Application and fees: Any owner who wishes to lease a unit must first obtain written approval from the Board of Directors. In order to obtain such approval, an Owner must pay to the Board of Directors or the Managing Agent a non-refundable application fee set by the Board of Directors and submit an application form in a form substantially similar to the Attachment (B) at least twelve days before the start of each lease.
3. Security Deposit. Resident Owners on execution hereof must pay to the Board of Directors or Managing Agent a security deposit of a fee set by the Board of Directors at least ten days before the start of each lease. The security deposit shall be refund at the end of the lease agreement if not damage to the property.
4. Written Leases. Each lease of a Unit must be in writing, fully executed and, except for leases entered into by Declarant, in a form substantially similar to the form attached as Attachment (A) to these Regulations. At least ten days before the start of each lease term, the Owner will provide the Association with: (a) a copy of the lease and (b) information about the Tenant(s) in a form acceptable to the Association. As soon as practical after its receipt thereof, the Owner must notify the Association of any changes in Tenant information during the lease term.
5. Subject to Documents. The mere execution of the lease for a Unit or occupancy (for any period of time) subjects a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between Owner and its Tenant, Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing such Owner's Tenant with the Governing Documents and notifying the Tenant of any changes. The Association may send notices of violations by a Tenant to both the Tenant and to the Owner of the Unit occupied by the Tenant. Whether or not it is so stated in the lease, a Tenant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.
6. Landlord Owners. Owners of Tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and Tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.
7. Tenant Communications. Owners shall instruct their Tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that any repairs to a Unit by the Tenant or Owner must have the prior written consent of the Association so that no warranties on any component of the Condominium are voided. Nonetheless, the Association shall not be responsible for the management or repair of any Unit.
8. Advertising Units: Rentals for less than sixty (60) days through HomeAway, Airbnb, VRBO and other similar companies in which city/state Hotel Occupancy Taxes must be paid are strictly prohibited.

F. RESIDENTIAL PARKING SPACES AND RESIDENTIAL STORAGE SPACES

1. Parking. No vehicle of a guest may be parked in a space that is not assigned to the unit. No vehicle belonging to an Owner, a member of an Owner's family, or a guest, tenant, or employee of an Owner shall be parked in a manner as to impede or prevent ready access to any entrance to or exit from the Property by another vehicle.

2. Storage. Each unit shall have one storage assigned within its floor. The Board of Directors or the Managing Agent may from time to time curtail or relocate any space devoted to the storage or services purposes in the project.

G. GENERAL USE AND MAINTENANCE OF RESIDENCE

1. Use. Except for those Residences owned by Residential Declarant, each Residence must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit a Residence Owner from using the Residence for personal, business, or professional purposes, provided that: (a) such use is incidental to the Residence's residential use; (b) such use conforms to all applicable Legal Requirements; (c) there is no external evidence of such use; and (d) such use does not entail excessive visits to the Residence by the public, employees, suppliers, or clients. Each Residential Parking Space shall be used solely for parking of automobiles by a Residence Owner or its Residential Tenant, and each Residential Storage Space shall be used solely for storage purposes by a Residence Owner or its Residential Tenant. The use of all Residences shall be in accordance with the Residential Governing Documents.

2. Annoyance. A Residence Owner may not use a Residence in a way that: (a) a reasonable Residence Owner would consider annoying (b) reduces the desirability of the Residential Condominium as a residential community; (c) endangers the health or safety of other Residence Owners; or (d) violates any law or any provision of the Residential Governing Documents.

3. Right of Entry. The Residential Association may enter a Residence or Residential Storage Space in case of an emergency originating in or threatening the Residence or Residential Storage Space, whether or not the Residence Owner is present at the time. This right of entry may be exercised by the Residential Manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Residential Association may enter a Residence or Residential Storage Space to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Residences, Residential Storage Spaces or the Residential Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Residence Owner. In case of an emergency, the right of entry is immediate and if the Residence Owner has failed to provide a door key or refuses to provide entry, the Residence Owner is liable for the cost of repairs to the Residence, Residential Storage Space or Residential Common Elements caused by the Residential Association's chosen method of access under such circumstances.

4. Pest Inspection. On giving twenty-four (24) hours notice to the Owner, the agents of the Board of Directors and any contractor or workman authorize by the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any room or Unit in the Project at any reasonable hour of the day for the purpose of inspecting the Unit for the presence

of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or other pests.

5. Maintenance. Each Residence Owner, at such Residence Owner's sole cost and expense, will maintain its Residence in accordance with the Residential Maintenance Standard outlined at 5.02 of the Declaration, and shall keep it in good repair at all times; provided, however, that any work to be performed by a party not the Residence Owner shall require an executed copy of an agreement substantially in the form attached as Attachment D to be provided to the Residential Association.

6. Balcony Areas. Each Residence Owner shall maintain its Balcony Area in a clean manner at all times. Each Residence Owner will take care that the cleaning of its Balcony Area does not annoy or inconvenience other Residence Owners. A Balcony Area may not be enclosed or used for storage purposes. Open post balcony railings may not be closed or screened with wire, mesh, or other material. In addition, the weights of items such as hanging plants are not allowed on balconies. If the Residential Association determines that a Balcony Area is unsightly (including the need for any cleaning of windows or doors) or that any hanging items or patio furniture poses a safety risk to anyone on the Residential Property, the Residential Association may give the Residence Owner notice of such condition and a reasonable time period in which to correct it, after which the Residential Association may take corrective action at the Residence Owner's expense.

7. Prohibition of Outdoor Cooking or Heating Equipment. The use of outdoor cooking or heating equipment is prohibited anywhere on the Residential Property, including charcoal grills, electric or gas grills and hibachis with the exception of the community grills located at the pool area.

8. Stoves. Each Residence Owner, at its own expense, shall keep the ventilation hood above the stove or range in its Residence clean and in operating condition.

9. Glass. Each Residence Owner, at such Residence Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of its Residence. Replacement windows must conform to the windows that are standard in the Improvements or be approved in writing prior to installation by the Residential Association. The Residential Association and/or Master Association reserve the right to replace any broken or cracked exterior windows of the Building on behalf of a Residence Owner, at such Residence Owner's sole expense, to ensure proper installation.

10. Combustibles. Except those retail products sold for exclusive use as household cleaning products, a Residence Owner may not store or maintain explosives or other combustible materials anywhere on the Residential Property, including within a Residence.

11. Water Problems. A Residence Owner is responsible for water damage to Residential Common Elements and other Residences which is caused by water emanating from the homeowners Residence, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, the Residence Owner should immediately turn off water and turn the shut-off valves, e.g. behind the toilet or under the sink, to "Off" position. All instances of flooding or water damage must be reported to the Residential Association immediately.

12. Water Outlets. Water closets and other apparatus in the Project shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags, or any other articles shall be thrown into the water closets or other water apparatus. Any damage

resulting from misuse of any water closet or other apparatus in a Unit shall be repaired and paid for by the Owner of the Unit.

13. Water Cut-Off. Except in the case of an emergency, no person may interfere with or interrupt the Residential Property's water lines, including water lines to an individual Residence, without the prior knowledge and cooperation of the Residential Association. A Residence Owner who requires a water cutoff for the purpose of remodeling shall submit a written request to the Residential Manager at least five days prior to the requested water cut-off. All instances of flooding or water damage must be reported to the Residential Association immediately.

14. Report Malfunctions. A Residence Owner shall immediately upon discovery, report any leak, break, or malfunction in any portion of the Residential Property to the Residential Association, which the Residential Association has a duty to maintain. A Residence Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

15. Cable. A Residence Owner who subscribes directly to cable service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antennas or satellite dishes may be installed. A Residence Owner who obtains cable service through the Residential Association (in the event the Residential Association were to provide such service, at its sole discretion) is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Residence.

16. Utilities. A Residence Owner will conserve the use of utilities furnished through the Residential Association, including water consumption within its Residence.

17. No Right to Vent or Cut Into, Chases, etc. Notwithstanding any provision hereof to the contrary, under no circumstances whatsoever, may any Residence Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Residence.

18. Signage; Advertising. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of a Residence or on any Residential Common Element whatsoever, without the prior written consent of the Residential Association.

19. Electric Equipment. All radio, television, and other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, and recommendations of the local fire authorities and the insurance underwriters of the Project. The Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in the Owner's Unit.

20. Electrical and Plumbing Facilities. Residence Owners shall not overload existing electrical circuits and plumbing facilities in its Residence.

21. Antennas. The Residential Association and Residential Manager shall prohibit the installation or use of antennas used to receive video programming. The Residential Association provides basic cable to all the units through Comcast Bulk Services included in the regular monthly assessment. Comcast premium channel upgrades shall be available to all the unit upon request and with an additional charge.

22. Window Air Conditioning Residences. No window heating or air conditioning unit shall be installed within any Residence or Residential Common Element.

23. Infestation. No Residence Owner shall permit or suffer the infestation of its Residence by pests, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Residential Association as soon as the Residence Owner is aware of same, will render such Residence Owner liable for all costs and expenses incurred in having to eradicate such infestation.

24. Compliance with Laws. EACH RESIDENCE OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL LEGAL REQUIREMENTS WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENCE.

H. GENERAL USE AND MAINTENANCE OF RESIDENTIAL COMMON ELEMENTS

1. Intended Use. Each area on the Residential Property may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are used exclusively for purposes of access and emergency egress, not for social congregation or recreation.

2. Obstructions. The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors, and stairways of the Project shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Project. Fire exits shall not be obstructed in any manner.

3. Access Cards. Admittance to the garage and buildings may require use of a remote controlled gate opener or coded access card (collectively, "Access Card"), in which case an appropriate Access Card will be issued to Owners through the Residential Management Office. To obtain an Access Card, an Owner must provide the Residential Manager with evidence of ownership of a Residence. Access Cards are personal to the person to whom they are issued, and may not be transferred or assigned except to Residential Tenants. Any person in possession of an Access Card shall, upon request of the Residential Association, produce a valid driver's license or other picture identification. An Access Card found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated Access Card, or the purchase of an additional Access Card, requires payment of a fee set by the Residential Board of Directors. The Residential Management Office shall issue no more than two Access Cards per Residence without the special consent of the Residential Board of Directors.

4. Limited Recreation Areas. The Facilities described in these Residential Regulations are the only recreational facilities at the Residential Condominium. No other portions of the Residential Common Elements may be used for recreation, sports, exercise, or play.

5. Hallways. No item or object of any type, may be stored, placed, or maintained anywhere on the Residential Common Elements or within the Master Common Elements, including hallways and stairwells, except as authorized by the Residential Association or with the Residential Association's prior written consent. A Residence Owner may not customize the exterior of such Residence Owner's front door. Items of personal property found on Residential Common Elements or Master Common Elements are deemed abandoned and may be disposed of by the Residential Association or the Residential Manager.

6. Use of Common Elements by Children. Children shall not play in the halls, elevators, vestibules, stairways, or any of the exterior landscaped areas

7. Lightweight Vehicles. No bicycles, scooters, motorcycles, or similar vehicles shall be taken into or from the Project through the main entrance or be allowed in any of the elevators other than the service elevator. No baby carriages or any of the vehicles mentioned above shall be allowed to stand in the public halls, passageways, courts or other public areas of the Project.

8. Balcony Areas. Although items or objects such as furniture, and decorative items may be placed on the Balcony Areas, the Residential Association or Residential Manager reserves the right to determine whether a Balcony Area is unsightly or cluttered, and may at their sole discretion request the removal of such items. Holiday decorations are permitted only if properly secured and only between the dates of November 15th to January 15th. A Residence Owner who does not remove such items in a reasonably timely manner may be subject to the disposal of such items by the Residential Association, provided that neither the Residential Association nor Residential Manager shall be liable for any claims or losses by a Residence Owner arising from the entry of its Residence by the Residential Association or Residential Manager and the disposal of such items in the Balcony Area appurtenant thereto.

9. Use of Elevators. The Residential Association may designate one of the Residential Condominium's elevators for use as a casual (service) elevator to be used by residents: (a) carrying parcels or, (b) bags or moving any item.

10. Use of the roof. Owners, their families, guests, servants, employees, agents, visitors, and licensees shall not at any time or for any reason whatsoever enter on or attempt to enter on the roof of the Project.

11. Fire and Safety. No person may use, tamper with, pry open, or modify any fire or safety equipment on the Residential Property, including alarms, extinguishers, monitors, and self-closing doors. All Residence Owners shall be responsible for reporting damaged or missing sprinkler heads or smoke detectors within its Residence to the Residential Association or Residential Manager.

12. Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Residential Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Residential Common Elements, without the prior written consent of the Residential Association. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited. The EDGE landscaping beautification committee is exempt from obtaining written consent of the board.

13. Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Residential Common Elements, and no pulley clothesline or similar device shall be affixed to or used in connection with any Residence or Residential Common Element.

14. Waste Disposal; Plumbing Damage. No one shall place, leave or permit to be placed or left in or upon the Residential Common Elements any waste, debris, refuse or garbage except in the areas designated by the Residential Association or the Residential Manager as a central garbage depository, and only on those days and times as are designated by the Residential Association or the Residential Manager from time to time. Water shall not be left running unless in actual use; and no waste, garbage, rubbish, or noxious or unusual substances

shall be disposed into any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Residence Owner causing such damage.

I. COMMUNITY ETIQUETTE

1. Courtesy. Each Residence Owner will endeavor to use its Residence and the Residential Common Elements in a manner calculated to respect the rights and privileges of other Residence Owners. Each Residence Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Residence Owner in the Residential Condominium.

2. Visitors. Visitors to Residences may be required to register at the lobby desk and each Residence Owner is responsible for guests' compliance with the Residential Regulations.

3. Code of Conduct. Residence Owners will conduct themselves in a civil manner when dealing with the Residential Association's officers, directors, committee members, Residential Manager, employees, contractors, agents, and other Residence Owners. In return, the Residence Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed, by their tone, time, or frequency, to harass or intimidate. No person has the right to abuse another or the duty to tolerate abuse.

4. Residential Association Employees. Residence Owners may not instruct, direct, or supervise the Residential Association's or Residential Manager's employees and agents, unless directed to do so by the Residential Board of Directors. Residence Owners may not interfere with the performance of duties by Residential Association employees and will refrain from monopolizing the time or attention of Residential Association employees.

5. Use of Condominium Employees. No occupant of the Project shall engage any employee of the Board of Directors or of the Managing Agent for any private business.

6. Hiring of Employees. The employees and agents of the Residential Association and Residential Manager are permitted to render personal services, outside the scope of services provided by the Residential Manager to Residence Owners, however, only allowed on personal time and not during business hours.

7. Communications among Residence Owners. The Residential Association bears a duty to balance the right of members to communicate with each other against the desire of the Residence Owners and Residential Tenants to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Residence Owner are subject to this section.

i Without the Residential Board of Directors' prior written permission, Residence Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Residential Association. In communicating with other Residence Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Residential Association.

ii Without the Residential Board of Directors' prior written permission, a person may not distribute handbills or hand-deliver written communications to mailboxes, Residence doors, or car windshields.

iii Without the Residential Board of Directors' prior written permission, a person may not solicit information, endorsements, or money from Residential Tenants, or circulate petitions, except via the U.S. mail.

iv Social Media. Residence Owners will not create or contribute to social media forums or web sites in ways which disparage by name or by inference, or which may negatively effect property values, the Midtown Edge Community, Residence Owners, their guests, or the Residential Association's employees and agents.

8. Attire. Residence Owners must wear neat and clean street attire in the elevators, lobby, and other Residential Common Elements. Residence Owners are prohibited from wearing lingerie and pajamas as outerwear, or being barefoot in the indoor Residential Common Elements.

9. Annoyance. Residence Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residence Owners, their guests, or the Residential Association's employees and agents.

10. Noise and Odors. Each Residence Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb other Residence Owners.

11. Quiet Hours. Between the hours of 10:00 p.m. and 6:00 a.m., Residence Owners shall refrain from activities that are likely to create a noise disturbance for Residence Owners of adjoining Residences. Examples of such activities include hammering, playing musical instruments, and aerobic exercise. During these hours, Residence Owners must also try to modulate their conversations and entertainment equipment to avoid disturbing Residence Owners in other Residences.

12. Reception Interference. Residence Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Residential Property.

13. Deliveries and Packages. Supplies, goods, and packages of every kind are to be delivered to the Units only through the service entrance of the Project and by the service elevator designated by the Board of Directors or the Managing Agent for that purpose. Trunks and heavy baggage shall be taken in or out of the building by the elevator designated by the management for that purpose and through the service entrance only. Each Residence Owner agrees that the Residential Association is not responsible for any item or article left with or delivered to the Residential Association's employees or agents on behalf of such Residence Owner.

14. Wildlife. Feeding of birds, squirrels, or any wildlife is prohibited on Residential Common Elements or the Master Common Elements.

15. Smoking. The smoking of tobacco products is permitted in the individual Residences and on Balcony Areas. All cigarette and cigar butts shall be disposed of properly and

may not be thrown off Balcony Areas or out windows. Smoking is prohibited in the Residential Common Elements and the Master Common Elements, including any elevators, hallways, lobbies, public terraces, the Residential Management Office, entry foyers and outside of building entrances.

16. Resolution by Arbitration. All disagreements between a Residence Owner and the Residential Association as a representative of another Residence Owner, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in these Residential Regulations shall constitute a "Dispute" as defined in the Residential Declaration and shall be resolved in accordance with the terms therein.

J. USE OF FACILITIES BY GUESTS

1. Guest Facilities. Clubroom and Pool Deck (the "Facilities"), shall be available for special bookings for guests of Owners in accordance with rules and regulations set by the Association.

2. Access to Guest Facilities. The Association may, in its sole and absolute discretion, restrict the use of the Facilities by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of the Facilities is subject to compliance with these Residential Regulations and any other Posted Rules at the Facility.

3. Guests. Each Owner agrees to assume all responsibility for the care, safety and well being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invitees is at all times subject to the immediate termination by the Board of Directors if the Governing Documents are violated, or if such termination is deemed by the Board of Directors to be in the Association's best interests.

4. Number of Guests. The Owners of a Unit, collectively, at any one time, may not exceed the approved number of guests using the clubroom and pool deck. These policies are set forth by the Board of Directors and may be revised from time to time.

5. Suspension of Privileges. The Board of Directors may suspend use of the Facilities by any Owner or guest who violates these Regulations in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board of Directors, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board of Directors.

6. Suspension for Nonpayment. The Board of Directors may suspend use of the Facilities by an Owner or by the occupants of that Owner's Unit and its guests for any period during which Assessments against that Unit are unpaid.

7. Reservation. Such Facilities may be reserved through the Manager for a specific date not more than 60 days prior to such date. Advance notice of at least one week should be given for any reservation. The Association may charge a fee for the reservation and use of such Facilities, in addition to a refundable deposit.

8. Use Agreement and Deposit. The Association may require the Owner to sign a use agreement and deliver a refundable deposit in connection with such reservations.

9. Use or Function. In connection with a reservation, the Association may require the Owner to describe the purpose for which the Facilities will be used. The right of Owners to reserve such Facilities for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits.

10. Cleaning. An Owner who has exclusive use of a Facility must restore the Facility to a neat and clean condition at the end of the period reserved. The Association shall have the right to require a deposit in connection with an Owner's reservation of a Facility, and if the condition of the Facility is not satisfactory upon Manager's inspection, the cost of cleaning or repairs may be set by the Board of Directors.

11. Release. Although all Owners, guests and invitees are required to sign releases of liability releasing and holding harmless the Association, Board of Directors, employees and Manager from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager arising out of and in connection with any such activities. THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.

12. Risk. Each Owner uses the Facilities and other Common Elements at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

K. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Prohibited Changes to Residential Common Elements and Master Common Elements. Without the prior written approval of the of Residential Board of Directors, a Residence Owner may not change, remodel, decorate, destroy, or improve the Residential Common Elements or do anything to change the appearance of the Residential Common Elements, including the hallway entry door, or the hallway appurtenant to the Residence. Without the prior written approval of the of the Master Board of Directors, a Residence Owner may not change, remodel, decorate, destroy, or improve the Master Common Elements or do anything to change the appearance of the Master Common Elements, including the Balcony Area. In the event the area is both a Residential Common Element and a Master Common Element, it will be treated as a Master Common Element for purposes of this sub-paragraph.

2. Prohibited Changes to Residence. Without prior written approval of the Residential Board of Directors and subject to the provisions specified in the Residential Governing Documents, a Residence Owner may not make structural alterations or modifications to the Residence or any alterations or modifications to its Balcony Area. No Residence Owner may alter, add or improve or change the size or location of any Residential Parking Space or any Residential Storage Space without the prior written consent of the Residential Association.

3. Removing Padded Flooring. Without prior written authorization of the Residential Board of Directors and subject to the provisions specified in the Residential Governing Documents, it is prohibited: (a) to replace carpeting with any flooring material other than padded carpeting, (b) to replace cushioned vinyl with any material other than carpeting or cushioned vinyl, and (c) to replace padded hardwoods or padded tile with any material that is not padded or cushioned.

4. Windows and Doors. The front doors of Residences must conform to the building standard unless otherwise approved in advance by the Residential Board of Directors. No awnings, shades or shutters shall be erected over or outside any windows or Balcony Area appurtenant to any Residence, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Residential Association and the Master Association. All window treatments visible from the exterior of the Residence shall be light in color. Foil is not permitted in the exterior of any window or door. All unit's window covering must be maintained well kept. All torn or broken shade systems must be replaced. Nothing shall be placed on the outside of windowsills or projections, or upon any patio railings, without the prior written consent of the Residential Association. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any windows or doors, or any portion of the Residential Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Residential Common Elements. If applicable, window mullions (the strips that divide a glass into smaller panes) may not be removed. A Residence Owner may not alter the color or appearance of the glass surfaces in the Residence's winds from the building standard.

5. Balcony Floors. Because certain materials trap moisture which deteriorates the balcony structure, the floors of Balcony Areas may not be covered or resurfaced without the Residential Association's prior written permission. The Residential Association prohibits the use of carpeting on Balcony Areas.

6. Screen Doors. Subject to provisions of paragraph 4 above, a Residence Owner is permitted to install screen doors over the Residence's sliding glass doors, provided the screen door is obtained and maintained solely at the Residence Owner's expense. Color of screen material must conform to building standard. Contact the Residential Management Office for specifications and applications.

7. Application for Residential Board of Directors' Approval and Master Board of Director Approval. As part of the application to the Residential Board of Directors and/or the Master Board of Directors for its written consent for any alteration or modification, a Residence Owner must submit to the Residential Manager complete plans and specifications showing the nature, kind, shape, size, materials, colors, connection to condominium systems and location for all proposed work, and any other information reasonably requested by the Residential Board of Directors and/or Master Board of Directors. Any expenses incurred by the Residential Association in evaluating the application or updating impacted documents recorded with the County will be borne by the Residence Owner.

8. Construction Hours. Without the Residential Association's prior permission, no construction may be performed in any Residence by any person except between the hours of 9:00 a.m. and 5:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related utility cutoffs, noise, odors, workmen, and activity between 5:00 p.m. and 9:00 a.m. and on Saturday, Sunday or holidays.

9. Understanding and Agreement Concerning Contract Work. As a condition to the Residential Association's approval of any construction work hereunder, the Residence Owner and the Contractor must execute and deliver to the Residential Board of Directors an agreement substantially in the form of the document attached as Attachment D to these Residential Regulations. All debris or construction material must not be disposed of in the trash dumpsters located on the ground floor of the Residential Condominium and not in any of the trash chutes, nor shall any such material be collected by valet services.

L. TRASH DISPOSAL

1. General Duty. Residence Owners will endeavor to keep the Residential Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Residential Common Elements. Garbage shall be disposed of by leaving all garbage during such times and on such days as are designated by the Residential Association for garbage pickup or through the use of the trash chute located on the Residential Property.

2. Hazards. Trash may not be left anywhere on the Residential Property other than in the designated receptacles. Residence Owners may not place lighted or smoldering items, including cigarettes, in such designated trash receptacles. Residence Owners may not store trash inside or outside its Residence in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Trash chutes may not be used to dispose of building materials.

3. Trash. Residence Owners must place trash in a sealed or tied container or bag before putting it in the trash chute or any designated trash receptacle. Large boxes and bulky objects must be placed neatly in secured containers on the loading dock or such other place designated for such items. Construction material, solvents, paints, and other toxic waste must be removed from the Residential Property by the Residence Owner or such Residence Owner's contractor. If provided, a separate receptacle for newspapers should be used.

4. Excess Trash. A Residence Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Residence Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before placed in a container. A Residence Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

5. Closing the Trash Chute. A Residence Owner must make certain that the door to the trash chute is securely closed after using it.

M. PETS

1. Subject to Residential Regulations. Residence Owners may not keep or permit on the Residential Property a pet or animal of any kind other than dogs and cats, at any time, except as permitted by these Residential Regulations and the Residential Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Residential Management Office.

2. Pet Agreement. Residence Owners must complete a pet registration form furnished by the Residential Management Office when a pet is acquired or within seven days after taking up occupancy on the Residential Property. [\$25.00 non-refundable registration fee].

3. Pets Banned in Parking or Residential Storage Space. Although permitted pets may be kept in Residences that are Residence Owner or Residential Tenant occupied, pets are not allowed in any Residential Parking Space or Residential Storage Space, nor are they allowed in the pool area or other amenities, at any time.

4. Permitted Pets. Subject to these Residential Regulations, a Residence Owner (and a Residential Tenant with such Residence Owner's consent) may keep in a Residence up to 2 house pets (other than aquarium fish). Permitted house pets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.

5. Prohibited Animals. No Residence Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Residential Board of Directors in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Residence Owners are prohibited, even for short visits or temporary stays.

6. Indoors/Outdoors. A permitted pet must be maintained inside the Residence, and may not be kept in a Balcony Area, Residential Parking Space or Residential Storage Space. No Residence Owner may confine a pet to a Balcony Area when the Residence Owner is absent from the Residential Property, and no Residence Owner may use a Balcony Area as a latrine area for a pet.

7. Leashes. Pets must be leashed or carried while in Residential Common Elements or the first floor elevator lobby. No pet may be leashed to a stationary object on the Residential Common Elements.

8. Disturbance. Pets must be kept in a manner that does not disturb another Residence Owner's rest or peaceful enjoyment of its Residence or any Person elsewhere on the Property, outside of the Residence. No pet may be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time, or to create a nuisance, odor, unreasonable disturbance or noise.

9. Damage. Residence Owners are responsible for any property damage, injury, or disturbance such Residence Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Residence Owner's pet. A Residence Owner who keeps a pet at the Residential Condominium is deemed to indemnify and agrees to hold harmless the Master Board of Directors, the Master Association, the Master Unit Owners, the Residential Board of Directors, the Residential Association, and other Residence Owners and Residential Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Residence Owner's pet or arising by reason of keeping or maintaining the pet at the Residential Condominium.

10. Dog Walk and Pooper Scooper. Residence Owners are responsible for the removal of pet's wastes from the Residential Property. The Residential Board of Directors may levy a fine against a Residence and its Residence Owner each time feces or urine are discovered on the Residential Common Elements and attributed to an animal in the custody of such Residence Owner. The Master Board of Directors may levy a fine against a Residence and its

Residence Owner each time feces or urine are discovered on the Master Common Elements and attributed to an animal in the custody of such Residence Owner. No pets are allowed in the Residential common areas to include the loading dock area, fitness center, clubroom and pool deck.

11. Removal. If a Residence Owner or such Residence Owner's pet violates these Residential Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Residence Owner or person having control of the animal may be given a written notice by the Residential Board of Directors to correct the problem. After the first written warning, a fine in the amount of at least fifty dollars shall be levied for all future violations. If violations occur repeatedly, the Residence Owner, upon written notice from the Residential Board of Directors, may be required to remove the pet. Each Residence Owner agrees to permanently remove the violating animal of such Residence Owner from the Residential Condominium within ten days after receipt of such removal notice from the Residential Board of Directors.

12. Complaints. Any complaints about pets or Residence Owners violating these Residential Regulations shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.

13. Staff. The staff of the Residential Condominium are prohibited, while on duty, to walk or care for pets. Residence Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Residential Manager.

14. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, Residence Owners who have a physical handicap that would prevent them from complying with these rules, must receive a variance by the Residential Board of Directors or Residential Manager.

N. MOVING

1. Notice. The time and date of all moves must be scheduled in advance with the Residential Management Office. A Residence Owner, other than Residential Declarant, must give the Residential Manager at least ten days prior written notice of any move of furniture, appliances, or other large or heavy objects to or from the Residence.

2. Times. Moves must be performed between 8:00 a.m. and 8:00 p.m. on business days and weekends with appropriate elevator reservation, which can be made through the concierge desk. It is the Residence Owner's duty to notify such Residence Owner's movers about this Rule.

3. Deposits. To schedule a move and reserve an elevator a Residence Owner must provide an applicable deposit set up by the Board of Directors. Such deposit will be refunded within ten days after the move if the move did not damage any Residential Common Elements.

4. Insurance. The moving company must provide a certificate of insurance for required coverages in amounts to be determined by the Board.

O. MISCELLANEOUS

1. Right to Hearing. A Residence Owner may request in writing a hearing by the Residential Board of Directors regarding an alleged breach of these Residential Regulations by the Residence Owner or any person for whom the Residence Owner is responsible. The Residential Board of Directors will schedule a hearing within ten days after receiving the Residence Owner's written request. At the hearing, the Residential Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Residence Owner may attend the hearing in person, or may be represented by another person or written communication.

2. Mailing Address. A Residence Owner who receives mail at an address other than the address of such Residence Owner's Residence is responsible for maintaining with the Residential Association such Residence Owner's current mailing address. A Residence Owner who changes such Residence Owner's name or mailing address must notify the Residential Manager in writing within 15 days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Residence Owners by the Residential Governing Documents will be sent to a Residence Owner's most recent address as shown on the records of the Residential Association. If a Residence Owner fails to provide a forwarding address, the address of that Residence Owner's Residence is deemed effective for purposes of delivery.

3. No Waiver. The failure of the Residential Association to enforce a provision of these Residential Regulations does not constitute a waiver of the right of the Residential Association to enforce such provision in the future.

4. Severability. If any term or provision of these Residential Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Residential Regulations.

5. Amendment of Residential Regulations. These Residential Regulations are subject to being revised, replaced, amended or supplemented by an affirmative vote of at least 51% of the Residential Board of Directors. Upon any such revision, a copy of the revisions will be delivered to each Residence Owner. Residence Owners are urged to contact the Residential Management Office to verify the Residential Regulations currently in effect on any matter of interest. These Residential Regulations will remain effective until ten days after the Residential Association delivers to a Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in an Residential Association newsletter or other community-wide publication.

6. Amendments. Any consent or approval given under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

7. Other Rights. These Residential Regulations are in addition to all rights of the Residential Association under the other Residential Governing Documents and the laws of the State of Texas.

PART II

RULES GOVERNING COLLECTION AND FINING

A. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. Due Date. A Residence Owner will timely and fully pay all Residential Assessments in accordance with the provisions of the Master Declaration and the Residential Declaration. Monthly Residential Assessments are due and payable on the first calendar day of each month. Special Residential Assessments and Individual Residential Assessments are due at the reasonable direction of the Residential Board of Directors.

2. Delinquent. Any Residential Assessment that is not fully paid when due is delinquent. When the account of a Residence becomes delinquent, it remains delinquent until paid in full. The defaulting Residence Owner is liable to the Residential Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorneys' fees incurred by the Residential Association in collecting the delinquency.

3. Late Fees and Interest. If the Residential Association does not receive full payment of a Residential Assessment by 5:00 p.m. on the thirtieth calendar day following the due date, Residential Association may collect interest at the Past Due Rate until the delinquency is paid in full.

4. Insufficient Funds. The Residential Association may levy a charge of at least \$25 or the actual bank charge, whichever is greater, against a Residence Owner if the check on which payment is made is returned to the Residential Association marked "insufficient funds" or the equivalent.

5. Delinquency Notices. If the Residential Association has not received full payment of a Residential Assessment by the due date, the Residential Association may send one or more written notices of nonpayment to the defaulting Residence Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not timely received, the Residential Association may pursue any or all of the Residential Association's remedies under state law at the sole cost and expense of the defaulting Residence Owner.

6. Collection by Residential Association's Attorney. After giving the Residence Owner notice of the delinquency, the Residential Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Residence Owner will be liable to the Residential Association for its legal fees and expenses.

7. Collection Agency. The Residential Board of Directors may employ or assign the delinquency to one or more collection agencies.

8. Notification of Residential Mortgagee. The Residential Association may notify the Residence Owner's Residential Mortgagee of the default in payment of any Residential Assessment.

9. Notification of Credit Bureau. The Residential Association may file a report on the defaulting Residence Owner with one or more credit reporting services.

10. Notice of Lien. The Residential Association may cause a notice of the Residential Association's assessment lien against the Residence to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Residence Owner, and may be sent to its Residential Mortgagee.

11. Right to Accelerate. If a Residential Assessment is payable in installments and if a Residence Owner defaults in the payment of any installment, the Residential Association may declare such Residential Assessment in default and accelerate the due date on all remaining installments of that Residential Assessment.

12. Notice to Residence Owner. A Special Residential Assessment or Individual Residential Assessment payable in installments may be accelerated only after the Residential Association gives the Residence Owner at least 15 days prior notice of the default and the Residential Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

13. No Duty to Reinstate. Following acceleration of a Residential Assessment payable in installments, the Residential Association has no duty to reinstate the installment program upon payment by the Residence Owner of any delinquent installment.

14. Foreclosure of Lien -- Nonjudicially. The Residential Board of Directors may instruct an attorney, officer or agent of the Residential Association to notify the defaulting Residence Owner of the Residential Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Residence on the steps of the county courthouse in accordance with the Act, the Residential Governing Documents and all other requirements of state law.

15. Foreclosure of Lien -- Judicially. The Residential Association may file suit against the Residence Owner for judicial foreclosure of the Residential Association's assessment lien. This action may be combined with a claim against the Residence Owner for recovery of a money judgment.

16. Suit Against Residence Owner. Whether or not the Residential Association forecloses the Residential Association's assessment lien, the Residential Board of Directors may elect to file suit to recover delinquent Residential Assessments against the defaulting Residence Owner and the Residence Owner shall be personally liable for any judgment obtained by the Residential Association.

17. Possession Following Foreclosure. If the Residential Association purchases the Residence at public sale, the Residential Board of Directors may immediately institute appropriate actions to recover possession of the Residence.

18. Application of Payments. All payments received by the Residential Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorneys fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent Special Residential Assessments or Individual Residential

Assessments; (f) delinquent Monthly Residential Assessments; (g) current Special Residential Assessments or Individual Residential Assessments; and (h) current Monthly Residential Assessments.

19. Form of Payment. The Residential Association may require that payment of delinquent Residential Assessments be made only in the form of cash, cashier's check, or certified funds.

20. Partial and Conditioned Payment. The Residential Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Residential Board of Directors' policy for applying payments. The Residential Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Residential Association occurs when the Residential Association posts the payment to the Residence's account. If the Residential Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Residential Association may be deemed accepted. The acceptance by the Residential Association of partial payment of delinquent Residential Assessments does not waive the Residential Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Residential Association's right to apply payments pursuant to any rights herein granted.

21. Notice of Payment. If the Residential Association receives full payment of the delinquency after recording a notice of lien, the Residential Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Residence Owner; provided, however, the Residence Owner prepays the reasonable cost of preparing and recording the release.

22. Notification of Credit Reporting Agency. If the Residential Association receives full payment of the delinquency after reporting the defaulting Residence Owner to a credit reporting service, the Residential Association will report receipt of payment to that credit reporting service.

23. Limited Right of Redemption. If the Residential Association buys a Residence at the non judicial foreclosure sale of its assessment lien, the Residential Association's Residence Ownership is subject to a 90 day right of redemption by the Residence Owner if and only if required by Chapter 82 of the Texas Property Code, The Texas Uniform Condominium Act or the Residential Declaration.

24. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a majority of the Board of Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently affecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to a Residence Owner's account.

25. Utility Shut-Off. The Residential Association may terminate utility service to the Residence for which Residential Assessments used to pay the cost of that utility are delinquent.

B. FINING RULES AND PROCEDURE

1. Policy. The Residential Association uses fines to discourage violations of the Residential Governing Documents and to encourage present and future compliance when a violation does occur, not to punish violators or generate revenue for the Residential Association.

2. Residence Owners Liable. A Residence Owner is liable for fines levied by the Residential Association for violations of the Residential Governing Documents whether the Residence Owner commits the violation or guests or other invitees of such Residence Owner commit the violation. Regardless of who commits the violation, the Residential Association will direct its communications to the Residence Owner, although the Residential Association may also send copies of its notices to the actual violator.

3. Violation Notice. Before levying a fine, the Residential Association will give the Residence Owner a written violation notice and an opportunity for a hearing. The Residential Association's written violation notice will contain the following items: (a) the date the violation notice is mailed or prepared; (b) a description of the violation; (c) a reference to the rule being violated; (d) a description of the action required to cure the violation; (e) the amount of the fine; (f) a statement that not later than the 30th day after the date of the violation notice, the Residence Owner may request a hearing before the Board of Directors to contest the fine; and (g) the date the fine attaches or begins accruing.

4. New Violation. If the Residence Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

5. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Residence Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.

6. Right to Hearing. A Residence Owner may request in writing a hearing by the Board of Directors regarding the alleged breach of the Residential Governing Documents. The Board of Directors has 10 days after receiving the Residence Owner's request for a hearing to give the Residence Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Residential Association receives the Residence Owner's request and should be scheduled to provide a reasonable opportunity for both the Board of Directors and the Residence Owner to attend. The Residence Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and circumstances surrounding the violation and the Residence Owner may attend in person, or may be represented by another person or written communication.

7. Committee of Board of Directors. The Board of Directors may appoint a committee comprised solely of directors, and having at least three members, to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.

8. Levy of Fine. Within 30 days after levying the fine, the Residential Association must give the Residence Owner notice of the levied fine. If the fine is levied at the hearing at which the Residence Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Residence Owner at the hearing; otherwise, the notice must be in writing.

9. Amount. The Residential Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Residential Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Residential Governing Documents.

10. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

11. Collection of Fines. The Residential Association is not entitled to collect a fine from a Residence Owner to whom it has not given notice and an opportunity to be heard. The Residential Association may not foreclose its assessment lien on a debt consisting solely of fines. The Residential Association may not charge interest or late fees for unpaid fines.

12. Effective Date. These fining rules will become effective 10 days after the Residential Association delivers, or causes to be delivered, a copy of these Residential Regulations to a Residence Owner of each Residence as shown on the records of the Residential Association.

13. Amendment of Policy. These fining rules will remain effective until 10 days after the Residential Association delivers, or causes to be delivered, to a Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in a Residential Association newsletter or other community-wide publication.

SIGNED effective as of _____ --_____, 2021.

Midtown Edge Owners Association, Inc.
A Texas non-profit corporation

By: _____

Elton Smith, President

ATTACHMENT A
STANDARD FORM OF LEASE

1. PARTIES. This Condominium lease (the "Lease") between _____, hereinafter called Residence Owner, and _____ hereinafter called Tenant, whereby Residence Owner leases to Tenant the Residence described below.

2. CONDOMINIUM UNIT described as Unit No. _____ the ("Unit") in the _____ Condominiums, a condominium project, located at 300 St. Joseph Parkway, Houston, Texas 77002 ("Condominium").

3. TERM. This Lease shall be for a term of _____ [cannot be less than ____ months] beginning on the _____ day of _____, and ending on the _____ day of _____.

4. RENTAL of \$ _____ per month ("Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the first day of each month ("Due Date") during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Rental in the sum of \$ _____ for Rental to the first Due Date. Rental paid after Due Date is delinquent and the provisions of paragraph 14 below shall apply. At the option of Residence Owner, Tenant shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full, and \$25.00 for each check dishonored by Tenant's bank for any reason.

5. CLEANING CHARGE. Tenant agrees to pay on execution hereof a nonrefundable cleaning charge of \$ _____. The charge does not relieve Tenant of the responsibility to maintain and clean the Unit as outlined herein.

6. SECURITY DEPOSIT. Tenant agrees to pay on execution hereof a security deposit ("Deposit") of \$ _____ for the faithful performance of the terms and conditions of this Lease by Tenant. Such deposit is not to be construed as Rental.

7. RETURN OF DEPOSIT. Subject to paragraph 8 below, the Deposit shall be refunded to Tenant by mail within 30 days of the date Tenant surrenders the Unit and delivers to Residence Owner in writing Tenant's forwarding address. Surrender shall occur on the earliest date when it appears to Residence Owner that the Unit is vacant and Tenant has moved, all keys have been returned to Residence Owner and any Deposit deductions have been evaluated and calculated.

8. DEPOSIT DEDUCTIONS. There shall be deducted from the Deposit unpaid (a) sums due under this Lease; (b) Rental; (c) utilities; (d) damages or required repairs to the Unit or its contents beyond reasonable wear and tear; (e) cost of removing unauthorized locks; (f) removing and storing Abandoned property; (g) removing vehicles that are Abandoned, illegally parked, parked in violation of this Lease or in violation of the Residential Governing Documents or Residence Owner's rules; (h) replacing unreturned keys and/or change of locks; (i) cost of extermination if a pet has been in the Unit; (j) other charges provided for herein or agreed to by Residence Owner and Tenant. Residence Owner shall provide Tenant a written report of any deductions. The Deposit shall be applied first to non-Rental items, with the balance to Rental. In the event the Deposit is insufficient to pay for damages or unpaid charges under the terms of this Lease, Tenant shall promptly pay same upon demand by Residence Owner.

9. TENANT'S REQUIRED NOTICE. Tenant agrees to give Residence Owner a minimum of 30 days written notice prior to the expiration of the term of this Lease or any extension thereof of Tenant's intent to vacate the premises. Failure to do so shall entitle Residence Owner to retain the entire Deposit.

10. HOLDING OVER. If Tenant fails to vacate the Unit at the end of the Lease term, or on any agreed move out date, Residence Owner shall have the option to assess Rental for the hold over period at twice the Rental agreed to herein which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address herein without waiving Residence Owner's rights under paragraph 14 below.

11. ABANDONMENT. If Tenant is absent from the Unit for ten consecutive days while any sum of money due hereunder remains unpaid, or has been evicted by judicial process, the Unit and all personal property found in or about the Unit, including storage buildings and parking areas, may be deemed abandoned by Residence Owner ("Abandoned"), and Residence Owner or their agents may peacefully enter, remove and store same. Residence Owner shall be entitled to reasonable charges for removal, packing and storage of Abandoned property.

12. LIENS. An express contractual lien and a landlord's lien where permitted by law are hereby granted Residence Owner on all non-exempt personal property of Tenant to secure payment of the Rental Residence Owner or his agent may peacefully enter the Unit to remove and store such property. Residence Owner may sell all property deemed Abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Tenant 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Tenant at the address given herein. Sale shall be to the highest bidder for cash and subject to any unrecorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Residence Owner, with the remainder mailed to Tenant at address shown herein. The Unit is accepted by Tenant subject to and subordinate to all existing and future mortgages and liens.

13. RENTAL ACCELERATION. In the event Tenant, prior to the end of the term of this Lease, or any extension or renewal thereof, Abandons the Unit, or gives Residence Owner written or oral notice of intent to move prior to the end of the lease term, or is judicially evicted, all remaining Rental for the full term of this Lease shall be accelerated automatically and without notice, and shall immediately become due and payable

14. DEFAULT. If Tenant (a) defaults in the prompt payment of the Rental or any other sums due hereunder; (b) Abandons the Unit or (c) fails to occupy the Unit within five days of the beginning date of this lease; (d) violates any of the terms of this Lease including, but not limited to, failure to vacate; or (e) violates any of the provisions of the Residential Governing Documents, Residence Owner at Residence Owner's option may terminate Tenant's right of occupancy by giving Tenant the statutory written notice to vacate, delivered either in person or by first class mail, and shall have the right to file suit in the proper court for possession. After giving such notice, or filing suit for possession, Residence Owner may accept payment for sums due hereunder without waiving or diminishing Residence Owner's right to proceed against Tenant for eviction, property damages, past or future Rentals, or other sums due hereunder.

Residence Owner may report any unpaid sums due hereunder breaches of this Lease or damages, to any credit reporting agency for addition to Tenant's files.

15. CARE AND MAINTENANCE. Tenant accepts the Unit in its present condition, including all furniture and fixtures, if any. Tenant has examined the existing locks and agrees they are safe and acceptable. Residence Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. No implied warranties are made by Residence Owner or Residence Owner's agents regarding the condition of the Unit and no agreements as to future repairs have been made unless specifically included herein. Tenant agrees to use reasonable diligence in the care of the Unit and agrees to not (a) make any alterations to the Unit without written permission of Residence Owner; (b) paint, refinish or repair any part of the Unit, its fixtures and furniture included in this Lease if any, without written permission of Residence Owner; (c) remove any part of the Unit for any purpose without written permission of Residence Owner; (d) add, remove, change or re-key any lock without written permission of Residence Owner; (e) permit any water bed in the Unit; (f) install new or additional telephone or cable outlets; (g) make any holes in the woodwork, floors or walls; provided that a reasonable number of small nail holes for picture hanging is permitted in sheetrock, walls and grooves or painting, without the specific permission of Residence Owner in writing, Tenant shall be responsible for (a) sewer stoppage chargeable to Tenant's use; (b) damage to doors, windows or screens not due to negligence of Residence Owner; (c) supplying and replacing light bulbs; (d) replacing smoke detector batteries; (e) placing trash and garbage in proper containers; (f) pest extermination; and (g) keeping walkways, stairs, hallways, and Common Areas free of trash and obstructions of any kind, or permitting their use for any purpose other than ingress and egress. At the termination of this Lease, Tenant agrees to surrender the Unit in the same condition as when received, reasonable wear and tear accepted.

16. REPAIRS.

(1) Tenant shall maintain at Tenant's expense

_____.

(2) Residence Owner shall maintain at Residence Owner's expense

_____.

All requests for repairs by Tenant must be directed to Residence Owner in writing, except in an emergency such as fire or interruption of utilities. Residence Owner shall make needed repairs to Unit only after receiving written notice from Tenant and under the terms of applicable statutes. Residence Owner shall have the right to temporarily discontinue utilities and Tenant's use of any fixtures to perform repairs, maintenance or to avoid damage to the Unit. Residence Owner shall act with due diligence, but shall not be obligated to make repairs on other than a business day. During such periods, no deductions shall be allowed in the Rental and this Lease shall continue in force. If, in the reasonable opinion of Residence Owner, the Unit, or nearby units, are substantially damaged by fire or other disaster, Residence Owner may terminate this Lease upon reasonable notice to Tenant and the Rental shall be prorated to the date of termination and Deposit refunded less lawful deductions.

17. UTILITIES. Residence Owner shall pay for use of items checked: ☐ Electricity ☐ Natural Gas ☐ Water ☐ Sewage Charges ☐ Garbage Collection ☐ Cable TV ☐ Master TV ☐ Antenna ☐ Other (describe: _____). Unless

otherwise indicated or paid by the Residential Association, Tenant shall be responsible for all such charges.

18. **USE OF PROPERTY.** The Unit shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed two persons for each bedroom in the Unit. In no event shall the Unit be used for hotel or transient purposes: Tenant shall not (a) sublet or assign any part of the Unit, (b) repair or wash any motor vehicle in any part of the condominium, (c) conduct any business of any type, including child care, from the Unit, (d) park or allow anyone to park on any portion of the Condominium whether in assigned dedicated parking spaces or not, any trailers, recreational vehicles, mobile homes, boats or inoperable vehicles. Tenant shall have the right to use parking spaces as designated by Residence Owner, in accordance with the provisions of the Residential Governing Documents regulating the manner and place of parking. Use of parking areas and common areas by Tenant, Tenant's family, guests, agents and invitees shall be in strict accordance with the provisions of the Residential Governing Documents. In the event Residence Owner shall be required to pay additional assessments or fees relating to Tenant's Use of the Common Areas, parking spaces or storage space (if any), Tenant shall reimburse Residence Owner for such fees with the monthly payment of Rental next due.

19. **LIABILITY.** Residence Owner or Residence Owner's agents shall not be liable to Tenant, Tenant's guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Unit, or other occurrences, including use (if any) of storerooms, laundry facilities or other improvements, unless such damage or injury is caused by the gross negligence of Residence Owner or Residence Owner's agents. Residence Owner suggests that Tenant secure insurance coverage for protection against above liabilities and losses. Tenant agrees to notify Residence Owner immediately of any dangerous conditions on or about the Unit.

20. **PETS.** Tenants may keep pets in the Unit, subject to the requirements of the Residential Governing Documents, and must execute a separate pet agreement and post an additional Deposit. The presence of a pet in or about the Unit in violation of the Residential Governing Documents shall constitute a Default under paragraph 14 above.

21. **TENANT'S REPRESENTATIONS AND POSSESSIONS.** In addition to the Residential Governing Documents referenced in paragraph 23 below, incorporated herein by specific reference (if checked) are ☐ Tenant's Rental Application ☐ move-in rental inspection ☐ smoke alarm inspection ☐ furniture inventory ☐ Residence Owner's Rules and Regulations and _____; and Tenant's statements in any of such documents are material representations and have been relied upon by Residence Owner, any falsity of which shall constitute a breach of this Lease. This lease is conditioned upon Residence Owner being able to secure possession of the Unit, and if Residence Owner is unable to deliver possession of the Unit on the agreed date for any reason, Tenant's right to possession shall be delayed a maximum of 30 days until Residence Owner is able to deliver possession, without any liability on the part of Residence Owner.

22. **INSPECTION.** Residence Owner, Residence Owner's agents, employees, and other persons authorized by Residence Owner, may enter the Unit by any reasonable means at all reasonable times without notice, to (a) inspect the Unit, (b) make repairs, (c) show the Unit to

prospective Residential Tenants or purchasers, (d) exercise a valid lien, and (e) such other reasons as Residence Owner shall elect.

23. COMPLIANCE WITH CONDOMINIUM DECLARATIONS AND INSTRUMENTS. Tenant acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for _____, the Articles of Incorporation and Bylaws of _____ Association, Inc. (the "Association"), the Restrictive Covenants and the Rules and Regulations of the Association (collectively, and as amended from time to time, the "Residential Governing Documents"), and Tenant understands that Tenant's right to use and occupy the Unit shall be subject in subordinated in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of this Lease. This Lease grants to Tenant a leasehold estate in the Unit for the term specified, together with a license to Residence Owner's rights to use the Common Areas but specifically excluding any membership rights in the Association. Tenant shall indemnify and hold harmless Residence Owner from and against all damage, direct or indirect, incurred by Residence Owner as a result of noncompliance by Tenant, Tenant's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this Lease.

24. OTHER. _____
_____.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK COMPETENT ADVICE. THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED OR NATIONAL ORIGIN. The parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Lease may be altered only by an agreement in writing signed by all parties hereto. Tenant acknowledges a receipt of a copy of this Lease.

Executed in multiple originals this the _____ day of _____, 20__.

Residence Owner

Tenant

By Agent

Tenant

Designated Address for Residence Owner's notices and Address for Tenant's Notice payment of Rental

ATTACHEMENT B
MIDTOWN EDGE OWNERS ASSOCIATION.
STANDARD APPLICATION FORM

Owner information

Unit number: _____
First name: _____ Last name: _____
Phone: _____ Email: _____
Address: _____ Apt/Ste: _____
City: _____ State: _____ Zip Code: _____

Emergency Contact

Name of a person not residing with you:
First name: _____ Last name: _____
Phone: _____ Email: _____
Relationship: _____

Lease information

Lease term: _____
Start date: _____ End date: _____
Number of occupants: _____ Number of pets: _____ Number of Vehicles: _____
Other information: _____

Renters information

(1) First name: _____ (1) Last name: _____
(1) Phone: _____ (1) Email: _____
(2) First name: _____ (2) Last name: _____
(2) Phone: _____ (2) Email: _____
Address: _____ Apt/Ste: _____
City: _____ State: _____ Zip Code: _____

Application Fees:

1. Applicant submits a non-refundable fee of \$_____ for processing and reviewing this application.
2. Upon approval of the Board of Directors, applicant submits a refundable security deposit of \$_____ to be paid ten days prior the move in date and return at the end of the lease term.

Acknowledgement:

- (1) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee.
- (2) Applicant represents that the statements in this application are true and complete.

I, _____ (Applicant), have submitted an application to lease a property located at Midtown Edge Owners Association, 300 St Joseph Pkwy. Houston Tx 77002.

Received Date: _____
ATTACHMENT B, STANDARD APPLICATION FORM

Return Date: _____

ATTACHMENT C
STANDARD FORM OF PARKING LEASE
(RESIDENTIAL PARKING SPACES)

This Lease of Residential Parking Spaces (the "Lease") is entered into by and between _____ ("Lessor") and _____ ("Lessee"). Lessor must be an Residence Owner of a Unit in the _____ Condominiums ("Condominium").

RECITALS

A. Lessor is the present Residence Owner of Condominium Unit No. _____ (the "Unit") in the Condominium, located at _____.

B. Lessee is the present Residence Owner or Residential Tenant of Condominium Unit No. _____ (the "Lessee Unit") in the Condominium.

C. Lessor desires to lease the Parking Unit, as defined in the Condominium Declaration for the Condominium, owned by Lessor described as space number(s) _____ (the "Parking Unit") to Lessee, and Lessee desires to accept such lease of the Parking Unit.

AGREEMENT

1. Lease. Upon the terms and conditions of this Lease, Lessor does hereby lease to Lessee the Parking Unit for the period beginning _____, _____, and continuing until the Termination Date (hereinafter defined).

2. Rent. Lessee shall pay to Lessor \$ _____ per month (the "Parking Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the _____ day (the "Due Date") of each month during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Parking Rental in the sum of \$ _____ for Parking Rental to the first Due Date, Parking Rental paid after Due Date is delinquent, and Default provisions herein shall apply. At the option of the Lessor, Lessee shall additionally pay a late charge of \$ _____ per day for payments made after the Due Date, until Parking Rental is paid in full and \$ _____ for each check dishonored by Lessor's bank for any reason.

3. Default. If Lessee shall default in the prompt payment of the Parking Rental or any other sums due hereunder or violates any of the provisions of this Lease or the Residential Governing Documents, Lessor at Lessor's option may either (a) terminate this Lease upon 10 days' written notice to Lessee, delivered either in person or by first class mail, or (b) pursue any other rights or remedies available to Lessor at law or in equity. After giving a notice of termination, Lessor may accept payment for sums due hereunder without waiving or diminishing Lessor's right to proceed against Lessee for property damages, past or future Parking Rentals, or other sums due hereunder. Lessor may report any unpaid sums due hereunder, breaches of this Lease or damages, to any credit reporting agency for addition to Lessee's files.

4. AS IS. Lessee accepts the Parking Unit in the present condition. AS IS, WHERE IS, WITH ALL FAULTS. No implied warranties are made by Lessor or regarding the condition of the Parking Unit and no agreements as to future repairs have been made unless specifically included herein.

5. Use of Parking Unit. Use of the Parking Unit by Lessee shall be in strict accordance with the provisions of the Residential Governing Documents.

6. Compliance with Residential Governing Documents. Lessee acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for the Condominium, the Articles of Incorporation and Bylaws of the Association, and the Condominium Rules and Regulations (collectively, and as amended from time to time, the "Residential Governing Documents"), and Lessee understands that Lessee's right to use the Parking Unit shall be subject to and subordinate in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of this Lease. Lessee shall indemnify and hold harmless Lessor from and against all damage, direct or indirect, incurred by Lessor as a result of noncompliance by Lessee, Lessee's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this Lease.

7. Termination Date. The date of termination of this Lease ("Termination Date") shall be the earlier of the date of termination pursuant to the notice of termination given to Lessee by Lessor in accordance with the provisions of section 3 above, the date Lessor no longer has Residence Ownership of the Unit, or the date Lessee no longer owns or occupies the Lessee Unit, as the case may be, or _____. In the event Lessor sells or otherwise transfers Lessor's Residence Ownership of the Unit, this Lease shall automatically terminate and Lessor and Lessee shall have no further obligations to each other except for obligations accruing prior to such date of termination.

8. No Further Assignment. The Parking Unit may not be sublet by Lessee; nor may Lessee assign in any way its rights to use the Parking Unit, or permit or endure the use of the Parking Unit by any other person or entity.

9. Validity of This Lease. This Lease is only valid if the Lessee hereunder is, and throughout the period of this Lease remains, an Residence Owner of at least one residential Condominium Unit in the Condominium

10. Legal Document. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. The parties hereto agree that the Lease contains all the agreements between them, that no oral agreements have been made and this agreement may be altered only by an agreement in writing signed by all parties hereto.

11. Assumption. Lessee hereby assumes and agrees to perform all of the terms, covenants, and conditions required to be performed on the part of Lessor with respect to the Parking Unit from and after the date hereof, but not prior thereto. Lessee hereby agrees to indemnify, save and hold harmless Lessor from and against any and all losses, liabilities, claims, or causes of action (including attorney's fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to Lessee's failure to perform any of the obligations of Lessor with respect to the Parking Unit subsequent to the date hereof.

12. Headings. The descriptive headings of the sections contained in this Lease are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

EXECUTED this ____ day of _____, 200_.

LESSOR:

Address:

LESSEE:

Address:

ATTACHMENT D
UNDERSTANDING AND AGREEMENT CONCERNING
CONTRACT WORK WITHIN A UNIT

I, the Contractor, do hereby state that I have full knowledge of and will comply with the following rules and regulations pertaining to any contract work in the _____ Condominiums ("Condominium"). I will also furnish these rules and regulations to all subcontractors and workers for signature.

1. Prior to commencement of work, Contractor shall have complied with the following:
 - A. Residence Owner/Residential Tenant must submit plans for remodeling or construction in writing accompanied by drawings, if available, to the Board of Directors (the "Board") for approval and shall allow at least one week for review and approval (or disapproval, as the case may be).
 - B. Depending on the scope of work proposed, the Residential Board of Directors may require that the homeowner provide a deposit to be determined by the board one week in advance of the project start date.

NOTE: Deposit will be returned 30 days after the work has been completed and no damages have occurred as determined by the Residential Manager, or in part after a settlement has been made for any damages that might have been caused during the remodeling or construction

- C. The Residence Owner is responsible for making sure that the Contractor shall provide certificate of insurance for required coverages including general liability and workers compensation in amounts to be determined by the Board.
- D. Residence Owner/Residential Tenant shall provide a fully executed copy of this agreement to the Residential Manager.
2. All work will be performed in accordance with the requirements of applicable city and county codes, and Contractor shall secure applicable building permits as required, and shall provide copies of all building permits to the Association.
3. All contractors, sub-contractors, and workers must check in daily at the designated area to receive a badge. Badges will not be issued for admittance to the building unless all appropriate individuals have signed this Contractors Agreement. Badges lost or not returned will result in an additional charge of at least \$20 each.
4. Work may be performed only during the hours from 9:00 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or Holidays without approval of the Board or the Residential Manager.
5. The Residence Owner/Residential Tenant will be responsible for keeping hallways, elevators, and other Residential Common Elements clean. Drop cloths or plywood shall be used to prevent soiling or damaging of the Residential Common Elements. If Property employees are required to clean Residential Common Elements as a result of work performed by a Residence Owner/Residential Tenant or their Contractor, the Residence Owner will be charged at a minimum of \$30 per hour.

6. Contractors shall check-in daily with the Residential Manager to report anticipated unusual or noisy work that will be going on that day; for example, any work that may set the smoke alarm off (e.g. such as sanding or welding).
7. Smoke detectors, battery or otherwise, shall not be disconnected except by building personnel. Detectors shall be masked off by Contractor for painting and sanding.
8. There is no Common Area space anywhere on the Property available for use by any Contractors or subcontractors. The exterior receiving area may be used for carpet cutting, etc. with the prior approval of the Residential Manager.
9. Spray painting with oil base or lacquer paint is prohibited. Masking off all doors, HVAC venting, and plumbing is required.
10. Litter, lunch refuse, and all waste shall be removed by the Contractor from the Unit daily.
11. All trash shall be removed through the basement by the Contractor. Trash chutes are not to be used for any contractor material, trash, or refuse.
12. Contractors and workers are to use freight elevator only (or other elevator specifically designated by the Residential Manager).
13. Contractors, workers and servicemen are not to bring materials and tools through the Lobby level, unless the items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.).
14. Contractors and the Residential Manager shall inspect Residential Common Elements before and after project to determine damage. It will be the Residence Owner's responsibility and obligation to notify Residential Manager when project is complete. If the work involves any plumbing, wiring (including telephone and TV cable), outlets, or movements of walls, upon completion of the work and before return of any deposit, there shall be delivered to the Residential Manager three copies of accurate as-built drawings.
15. If utilities are to be interrupted, it will be necessary to provide 48 hours advance notice to the Residential Manager.
16. No loud playing of radios or loud or vulgar talk shall occur at any time inside or outside of the Property.
17. Parking at the front of Property is prohibited at all times.
18. Contractors and workers shall observe the no smoking rule at all times.
19. Contractors and workers are not to ask any neighboring Residence Owner or Residential Tenant for favors (for example, telephone, bathroom facilities, etc.). Lobby level bathrooms are not available for Contractor use.
20. Air conditioning vents and equipment shall be thoroughly cleaned after completion as part of project.

21. Contractors and workmen shall dress in appropriate clothing for entering and leaving the Property; for example, no tank tops or sleeveless undershirts when in the Lobby area. Residence Owner/Residential Tenant and Contractor fully understand that the Residential Manager and the Board are not in a position to ensure the quality, design, or workmanship of the project. All work and materials must comply with the approved plans and specifications and with the Condominium documents of the Association and any damage to Residential Common Elements or adjacent Units shall be the responsibility of the Residence Owner/Residential Tenant and Contractor.

UNIT #: _____

DATE:

AUTHORIZED SIGNATURES:

CONTRACTOR

DATE

RESIDENTIAL MANAGER

DATE

Sub-Contractors:

Date:

Workmen:

Date: