

Water Tower Place
Owners' Association Rules & Regulations

February 2020

Overview

The following rules and regulations are designed to make living at Water Tower Place pleasant and comfortable while preserving and promoting the value of owner investments. To ensure these objectives, these Rules and Regulations are added to the Declaration and Bylaws as our governing documents. Living as neighbors, each of us has certain rights, but also certain obligations.

The Association's Board of Directors is responsible for interpreting and applying provisions of these documents. If any Unit owner (inclusive of family members, guests or tenants) is found to be in violation of the Rules and Regulations, the Board shall assess the violation and at its discretion impose penalties which may include fines.

The Board reserves the right to modify, add or delete rules as it sees fit.

No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of property or refuse is allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

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Section A: Property Manager

Our association is assisted by a Property Manager who is responsible for many aspects of making Water Tower a premier place to live.

Duties and responsibilities are established by the Board of Directors and availability and priorities are set accordingly. Onsite hours and contact information are posted on the Property Manager's office door on the 2nd floor.

In a common area emergency situation involving fire or health, contact 9-1-1 immediately.

Otherwise contact the Property Manager for any common area or general building issues. This may be done via text, email, phone, or the black mailbox outside the second-floor office door.

If the Property Manager is not available for an issue requiring immediate attention, contact a Board member immediately.

Should you have a personal unit issue, the Property Manager may be available at a charge of $65 per hour. Trips to the building for matters such as lost keys, etc. would be an example of this type of personal situation.

While WTP has established service contracts for mechanical issues, you may use them or any others of your choosing for your personal unit.

Section B: Moving In & Moving Out

When moving in to or out of the building, notify the Property Manager within two weeks of your moving date to ensure a smooth transition. This will also allow reservation of the necessary freight elevator.

When moving into Water Tower Place, the new owner/resident must schedule a pre-move-in meeting with the Property Manager to discuss moving in procedures, receive a WTP informational packet, fill out resident paperwork, confirm Association dues and payment plan (if applicable), take

a guided building tour, get the callbox set up, get access instructions to the online guest unit and rooftop reservation system (if applicable), and coordinate moving day logistics.

When moving away from Water Tower Place, the exiting owner/resident must notify the Property Manager so any outstanding fees are paid in full and moving logistics can be coordinated in regard to freight elevator usage and truck parking.

Please advise the Property Manager move-in/move-out date(s) and times so residents are notified and the area is not blocked and appropriate doors are opened.

Trucks should park so they do NOT block the entrance to or exit from the parking garages.

Moving of household goods, furniture, or other bulky items should be via the freight elevator, through the main floor garbage room, and down the north garage ramp, or the reverse. The Property Manager will post signage so the freight elevator is available for your use.

Boxes and other moving materials should never by placed down the trash chute or left in garage stalls or residential garbage rooms (floors 2-6). This material must either be properly broken down and taken to the first-floor trash room for disposal or taken away by your moving company

Remember to notify your gas, electric, and cable service providers, as well as the USPS, concerning your move. Please leave a forwarding address with the Property Manager.

Shopping carts are located in both garages for your use to transport heavy or multiple items to your unit. Carts should always be immediately returned to their pickup location after use.

Two dollies are also available for your use. One is located in the first-floor garage by the entry door and the other is in the basement garage by the elevator. Please promptly return them to their original locations when you are finished.

There is a mandatory $500 fee for moving into the building. The only exception to this fee is for existing WTP residents who are relocating from one unit to another unit within the building. The move out fee is $100. If the Board determines extensive building damage has occurred to the common areas or excessive amounts of garbage is not removed as a result from your move, additional fees may be imposed.

Section C: Security & Safety

For health and fire emergencies call 9-1-1 immediately.

Building emergency procedures and policies regarding fires, personal health, tornados, flooding, and power outages have been distributed. If you cannot locate your copy, contact the Property Manager.

The main entrance on 2nd Street is open from 7:00am to 5:00pm Monday through Saturday. Otherwise, these doors are locked. The inside security doors are locked at all times. Never prop these doors open, and never leave them unattended.

The south entry door shall remain closed and locked. If it is necessary to prop open the south door, the duration should be brief with a person guarding it at all times. Do not wedge a door-stop between the hinge and the door jamb because this damages the hinge and moves the door out of alignment with the frame

In case you are locked out of your condo or outside the building after hours, you can call the Property Manager for assistance. You must provide a photo ID when gaining access and it must be the unit owner or an approved resident, or the caller cannot be let in. If after normal business hours, a fee may be charged (please review the "Property Management" section). You will not be billed for a service call if the lockout is due to a building security box malfunction.

In an emergency situation you may also receive entry assistance by contacting a Board member if he/she is available.

All keys, key passes, garage door fob/openers, and key fobs are property of WTP. Owners do not "own" the front door into their units which includes the door lock. When residents change, whether rental or ownership, all access devices must be turned into the Property Manager. New residents must receive these devices from the Property Manager. Fob codes may be changed with resident, renter, or owner turnover and records are revised for the Board.

1. Entry Fobs

a) Key "fobs" are used to gain entry via both entrances when doors are locked. All key fobs are issued and recorded by the Property Manager. Garage fobs are separate and unique to the two garages. (Hereinafter, key and garages fobs are called fobs and all rules apply to both.) They are also issued and recorded by the Property Manager. The resident or owner receiving a fob must sign for it and state who will be using it. (i.e. A family member while you are gone.)

b) The Property Manager may issue an access device to HOA contractors. HOA contractors are businesses hired by the HOA for regular maintenance and emergency or temporary special projects. The responsible contractor must sign for the access device and is responsible for only approved use.

c) Owners and residents who temporarily provide a fob to workers (repair, remodel) doing work in their unit must have the fob returned to them at the end of each day. Fobs should always be on the premises to avoid being copied.

d) Owners who use routine workers such as a cleaning person are encouraged to allow entry into the building using the call box rather than providing a fob.

e) If a fob is lost, immediately contact the Property Manager to have the lost fob disabled. All electronic fobs are numbered and trackable. If your lost fob reappears, it can be reactivated. The Property Manager can assist you with a replacement or duplicate fob or metal key. You will be charged the prevailing fee.

2. Common Access Keys

a) Common Access Keys, marked 1AA, are for residents/renters to access the mailroom as well as residential floors and the rooftop via the back stairwell. This key also opens the box on the handicap lift to access the lift key. Again, these keys are only issued by the Property Manager and the resident/renter or owner must sign for them. Extra keys may not be issued to anyone without Board approval unless it is an emergency.

b) Owners and residents may not provide their keys to nonowners and nonresidents without first notifying the Property Manager.

c) In the event of a power outage, the 1AA key can also be used by owners and residents of WTP to gain emergency access into the building and their residential unit via the back stairway. If you lose your building keys, you must notify the Property Manager immediately. There will be a determination of whether or not rekeying is necessary.

3. Security & Safety

Only let people in that you are expecting via the call boxes.

Do not let anyone else in the building when you enter unless you know they are WTP owners or fellow residents.

WTP has security cameras in place to monitor common areas. The HOA reserves the right to use these recorded videos to hold any party responsible for damages or behavior disruptive to the WTP community.

Employees, housekeepers, contractors, renters, and guests are not entitled to the same privileges owners enjoy. Owners are responsible for their conduct at WTP and are liable for any damage or loss they or their guest may cause.

Section D: Finances

Association bookkeeping services include invoicing and collecting member dues, special assessments, etc., and payment of Association expenses.

1) Association dues for residential properties provide for: garbage removal, city water and sewer, basic cable/internet, common space general upkeep and maintenance, and commercial property insurance. Association dues for commercial properties exclude basic cable/internet.
2) Automatic withdrawal from a checking account is the preferred method of dues payment. The Property Manager will assist you in setting this up. If this is not an option for you, a personal check made payable to Water Tower Place Owners' Association can be mailed to Water Tower Place Owners' Association, 900 2nd St. S.E., Unit 200, Cedar Rapids, IA

52401.

3) Monthly dues are required to be delivered on the first day of the month. If your payment is not received by this date, you will be subject to the following delinquent policy:

30 Days in Arrears: A service charge of $25/month for each month overdue will be assessed. This is cumulative, meaning an overdue amount, for example aged two months, will be charged $50 that month. If it becomes 90 dues overdue, the charge for that month is $75. Etc.

90 Days in Arrears: The WTP Board will review all delinquencies 90 days or more past due and make a determination to initiate lien filing procedures. If a lien is placed on a property due to unpaid fees owed to the Association, the delinquent unit will be responsible for any fees associated with filing the lien.

Hardship Extension: Any owner may petition the board concerning a hardship exemption and extension when demonstrating a temporary financial hardship. The board will review each case on its merits. The board may consider a custom payment schedule based upon temporary hardship , but may not grant partial relief for a term greater than 3 months.

4) If you receive a property lien on your unit other than one imposed by the Owners' Association, you must notify the Property Manager and the Board President via certified mail.

Section E: Cleaning

Recognize that with people in 47 units, we have a shared responsibility to maintain our premises.

Pick up after yourself and if you see someone else's careless trash, please pick that up, too.

You must immediately pick up after your pet and clean up any residue or odor. This applies to the outside areas surrounding our building, too.

All parking spaces must be clean and free of litter. Consider occasionally sweeping in between the bi-annual garage cleanings.

Do not use the cleaning supplies in the cleaning cart in the first-floor garage room; these belong to the cleaning service.

When cleaning your balcony remember that another unit's balcony is likely below yours.

Advise the Property Manager of any needed common area cleaning.

Section F: Renovations

In order to protect the integrity of the building and safety of residents, the Board must approve all unit renovations and alterations before construction begins.

Renovations requiring approval include, but are not be limited to, anything structural or plumbing/electrical/HVAC modifications impacting other units and/or common spaces.

Changes not requiring approval include painting, changing of light fixtures or plumbing fixtures, carpet replacement, window dressings and other minor modifications.

To assure non-violation, ask the Property Manager if not noted above, or you are unsure. This is essential as it relates to insurance. Any problems with such alterations or improvements may or may not be covered by a master insurance policy purchased by the Association and/or by an insurance policy purchased by the owner, and may also subsequently impact insurance premiums.

No alteration or improvements to a Unit shall be made which will jeopardize the soundness of the building or impair any easement.

Any alteration or improvements of a Unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that Unit. Required items for approval are copies of the construction contract and certificate of insurance of the contractor(s).

Contractor's vehicles shall be parked legally and not impede entrance and exit to the building.

Construction materials/debris must be transferred in and out of the building without damaging the premises.

Contractors must use the freight elevator; if unfamiliar with usage, the unit owner must notify the Property Manager ahead of time to instruct the contractor.

The garbage room dumpster is NOT allowed for construction debris or torn-out materials unless special arrangements have been approved by the Board.

Permitted contractor's working hours are 8:00 a.m. to 5:00 p.m. Monday thru Friday. No holiday or weekend work is permitted unless otherwise approved or the work is noise-free.

It is the responsibility of the owner who is having the work done to contact their neighbors regarding the upcoming remodel project, relaying any possible noise disturbances or other construction issues that may affect

them.
Contact the Property Manager to make any special arrangements.

Section G: Elevators

WTP has two elevators (one passenger and one freight) for your use, as well as a handicapped lift in the front 2nd Street entryway.

The passenger elevator should be the primary elevator unless noted in the instances below.
There being only one passenger elevator for the use of 47 homes and commercial spaces, please do not "hold" the elevator. Others may be waiting.
The freight elevator is not to be used as a passenger elevator. However, it may be used as a passenger elevator when the primary passenger elevator is inoperable.
The freight elevator shall be used for transporting large, heavy or bulky items, for construction maintenance, when moving in to or out of the building, or for other activity specifically approved by the Board.
If you do not know how to use the freight elevator, don't. Ask for help.
When you are finished using the freight elevator, completely close both of its access doors. If they are both not completely closed, the elevator cannot be called from other floors. Do not leave the doors open for extended periods of time.
If you have service people using this elevator, inform them of these rules.
No one under the age of 16 is allowed to operate the freight elevator.
A handicapped lift is available in the entryway vestibule. You will need the lift key to operate it. To access this key, open the lift box with your building key stamped "1AA." Return the lift key to the box when finished.
Only board-approved postings will be allowed inside the elevator.

Section H: Noise Considerations

While the following are not rules, please follow them as guidelines.

Be considerate of your fellow residents regarding noise levels.
Dog barking, loud music, or a blaring TV can often be heard through the building's ductwork systems or under doors.

Despite floor thickness, know that thuds and clanking penetrate to the level below.

If your neighbor is being inconsiderate regarding noise levels, please first contact them to try working out an amicable resolution. If the problem is reoccurring with no resolution in site, contact the Property Manager.

Note that any unit owner has the right to call the police and file a complaint for noise or other disturbances.

Section I: Pets

Residents are responsible for their pet's actions.

Clean up after your pet(s) in all common areas including, but not limited to, the elevator, stairwells and outside of the building. Use provided pet trash containers as needed.

Take your pet away from the immediate areas outside all building entrances/exits for their necessities. Safeguard the health of our landscaped/grassy areas.

Dogs are not allowed on balconies without a person supervising.

Two domestic pets are allowed to reside in each Residential Unit. The Association, acting through its Board of Directors, may prohibit certain types of pets entirely. Should any owner have more than 2 pets at the date of this document, they shall request a special grandfathering permission from the board with the understanding that this provision shall prevail in the future.

In addition to sanctions allowed in Section X, the Board of Directors shall have the right to require any Residential Unit Owner (or any occupant or invitee of a Unit) to dispose of any pet or remove such pet from the unit or general common elements and limited common elements, if, in the opinion of the Board of Directors, acting in its sole discretion, such pet is creating a nuisance, e.g. the owner of the pet does not clean up after the animal, the animal is noisy or the animal is not properly controlled.

In the case of a dog or a cat, it must not be leashed to common elements and when walked, must be leashed and not allowed to roam or run freely about common elements.

Section J: Balconies

Article X, paragraph 8(a) of the Declaration states: "The Board may regulate or prohibit the use of banners, signs, or other decoration in the common areas and balconies." The intent of such regulation is to preserve a uniform look to the building exterior. Thus, only the following items are allowed on balconies:

Deck furniture, including an umbrella that may rise above balcony railing level.
Electric or gas grill. Gas grills that do not have a permanent gas line installed must use gas cylinders of no greater than one pound.
Plants that do not encroach onto other units' balconies or block views.
Decorative items that do not exceed the height of or protrude beyond the railing.
Signs, banners and flags of any sort are prohibited on any area of the exterior walls, windows or balcony. Exception: any flag, no larger than 3'x5', may be displayed during and 24 hours prior to and following, celebrating each of the holidays below:
Independence Day
Flag Day
Memorial Day
Veterans' Day
9/11
Illumination of extra/decorative lighting (beyond the attached wall lamp) is permitted from Thanksgiving through January 1st.
The attached wall lamp, universal to all units, shall be illuminated with only a white light emitting lamp not to exceed the relative incandescent wattage of 100.
Residents may petition the board for the displaying of specific and uniform colored lamps in attached wall lamps of multiple units for a stated length of time and purpose.

Section K: Hallways

Hallways are general common elements, owned by all members of the Association. As such, it is important to recognize the rights of all residents as relates to contents. Do not use hallways for storage, even temporarily, of shoes, golf clubs, outwear and like items.

No hallway decorations or exterior door signage is allowed outside commercial units without Board approval.

Residential hallway decoration is limited to the following:

One floor mat not to exceed 15 square feet in total.
Decorative items on the wall on one side of the condo entry door not to extend more than four feet from the edge of the unit door and not more than 5 inches from the wall.
One additional item may also be placed on the floor in this general common area; it is not to protrude more than two feet from the wall nor to extend more than four feet from the edge a unit door.
Should the Board of Directors at its discretion and for any reason feel any item is inappropriate, it must be removed as directed.

Section L: Building Exterior & Signage Either Exterior or Interior

All window coverings visible from the exterior shall be lined in white so as to provide a uniform appearance. (Should any unit owner as of the date of this document have any coverings to the contrary, that owner may petition the Board for approval.)
No signage on any portion of the building exterior is allowed without board approval.
No signage within a unit yet visible from the exterior is allowed.
No unit owner may paint or in any manner decorate the exterior facade of the walls or windows or add or connect structures or facilities without prior written consent of the Board of Directors.
No signage will be placed in the hallways.
Only normal realtor open house signage is allowed in front of the building during the hours of an open house. Nothing is to be posted on windows or elsewhere in the building.
Only non-commercial information may be placed on the first-floor bulletin board. Anything posted will be reviewed by the Property Manager representing the Board and removed if inappropriate.

Section M: Garages & Parking

Garage spaces are limited common elements assigned to individual units with rights of usage exclusive to those units. However, they are visually shared by all owners the building and, thus, deserve reasonable regulation.

The Association is not responsible for any items stored in the garages.
Storage within spaces is limited to vehicles, bicycles, garage-type storage units/closets and anything fitting at the rear wall adjacent to the garage space. No storage is allowed "between" spaces.
Items should not be stored on concrete pillar bases.
All items should be neatly arranged. The Board at its discretion may ask an owner to remove items from an overly cluttered space.
Any exterior wall penetrations for hooks, etc. must be pre-approved by the Board.

Parking in front of the building during snowy periods should be limited. The Property Manager will provide notice of the need to have these areas vacant. Vehicles causing problems will be towed.

Section N: Housekeeping Affecting Others

Proper garbage disposal use is essential in a building with stacked homes.
Turn cold water on full flow before turning on your disposal. Feed food scraps slowly. Continue to run water down the drain for at least 15 seconds after the food is gone.
Do not put potato, orange and onion peels, eggshells, coffee grounds, rice, any kind of pasta, stuffing, pumpkin, meat, and stringy/fibrous foods such as celery, lettuce, and rhubarb down the disposal.
Use the stovetop fans/vents to minimize odors migrating into the halls.
To prevent fires, beyond cleaning the lint trap, have your dryer vent pipes cleaned annually by professionals.
Have your furnace, cooling system, and fireplace inspected regularly for maximum efficiency.
Seals around showers can wear out over time. Check them so that your shower doesn't leak into the unit below.
When high winds are forecasted, remove items from your balcony or make sure they are securely fastened down to avoid an accident and liability.
Protect yourself and have condominium insurance for both your property and your personal liability

Section O: Smoking

Smoking of any kind is Prohibited in all "General and Limited Common Elements."

This includes, but is not limited to, entryways, hallways, stairwells, elevators, the mailroom, trash rooms, mechanical rooms, the rooftop, the guest unit, land, landscaping, sidewalks, balconies, and any other areas not specific to individual units.

When smoking inside your personal unit, consider smoking by and turning on vent fans.

Section P: Storage

The association accepts no responsibility for the condition or safety of any personal items kept in these storage areas.

You may want to purchase a padlock to secure your items within storage areas and consider plastic totes or make sure items are raised off the ground on some type of storage shelf.

No perishable items, firearms, liquids, or any items that may pose a fire hazard (such as gasoline, piled rags, or other hazardous materials) are allowed.

No mechanical, fabrication, manufacturing, assembly or other related work operations are allowed in these spaces.

No wall penetrations are allowed without preapproval by the Property Manager.

Storage Cages

Each unit at WTP is assigned use of a storage cage located in the basement garage. Each storage cage is identified with a number which corresponds to the unit number's assigned cage.

Bicycle Storage

A small area is located opposite the bathroom in the first-floor garage. All items in this area must not intrude into the adjacent parking stall or the driving lane. Availability of 12-month leases are first-come, first-served. A waiting list is maintained. Leases are payable annually and payments non-refundable.

Mechanical Room Storage

Three mechanical rooms are available for rent on a first-come, first-served basis. Contact the Property Manager for information. A waiting list is maintained. Rents are payable monthly.

One renter is allowed per room unless a joint rental agreement is approved.

The rooms will be accessed as needed for mechanical reasons thus Renters

acknowledge valuables are vulnerable.
Items must be neatly stored to not interfere with access.
The rooms are not climate controlled; plan accordingly.

Section Q: Trash, Recycling, & Garbage Room

Wrap all refuse tightly in strong plastic bags, small enough to fall freely down the trash chute. Take oversized bags to the first-floor garbage room dumpster. Double bag to avoid splitting and raising the smell of trash in the chute and building.
Take individual responsibility for glass recycling or include in your trash.
Abide by recycling rules posted in trash rooms on each floor.

Do not leave unwanted items in the garbage rooms. Discard them out of the building yourself.
Tell the Property Manager if the dumpster on first floor is overflowing.
Large bulky items, flammables, and other hazardous waste materials are not allowed in our building's dumpster. Please transport these to the appropriate City refuse location(s).
If items are "stuck" in the garbage chute, contact the Property Manager ASAP.
The first-floor garbage room door is self-locking. Use your building key (1AA) to open it or you can exit into the first-floor garage and use your fob to re-enter the elevator lobby.
Place recyclable items in the green receptacles provided in each floor's garbage room. Do not put garbage or plastic bags of any kind in these bins. Small non- corrugated cardboard may be placed with recyclables. Larger cardboard should be broken down and placed on the floor next to these containers. If you have numerous cardboard boxes, take them broken down to the first-floor garbage room.
A separate trash can for pet waste is in each residential garbage room. Double bag any pet waste before putting it in this can
If you use the garbage room sink, leave it clean for the next person.
There are also garbage cans and recycling bins located in each garage for your use. Be considerate and do not place large items in cans or bins, blocking usage by others.
A recycling bin is located in the first-floor garage by the entry door so commercial units can also recycle.
Refer to the "Moving Information" section for related restrictions.

Refer to the "Renovations" section for related removal restrictions.

Section R: Communications

Any changes in contact information should be immediately reported to the Property Manager.

- Communications from the Property Manager will come primarily via email; if this is not a method effective for you, it is your responsibility to make alternative arrangements with the Property Manager.
- Please report changes in vehicles and license plates to the Property Manager to avoid towing if improperly parked during snow days.
- The bulletin board on the first floor is intended for the WTP community, and not for profit activity announcements and other building information; it is not to be used for commercial purposes.
- Use one of these Water Tower Place websites to obtain forms for rooftop rental or to reserve the guest unit:
  www.newboloftliving.com or www.watertowerplace.net
- The website also functions as a promotional site for people interested in our building.
- While other functions will be expanded in the future, any owner wishing to submit content to the Board for possible inclusion on the website may do so via the Property Manager. The Board will rule on all content.

Section S: Carts, Dollies, & Other Equipment Management

Always return co-owned carts, dollies, and ladders to their proper locations immediately upon completion of usage.

Section T: Guest Unit

To be eligible to rent the guest unit, owners must be current on all payments of WTP fees. There is no limit on the number of times a resident owner can rent the guest unit within a calendar year. However, there is a 14 consecutive day rental maximum. Rentals are accepted up to one year in advance.

Owners must be in residence at WTP during the entire stay of their guest(s).

Commercial unit owners or a designated representative must be in town.

No smoking is allowed in the guest unit.

Pets are not allowed in the guest unit.

As elsewhere in the building, noise must be controlled. Any guest unit party must end by 11:00 p.m. Residents may call the police for loud disturbances.

To keep carpeting in good condition, please ask guests to remove shoes upon entering.

Check-in is 3:00 p.m., and check-out is Noon to allow for cleaning.

The Property Manager and board members have keys for access if necessary.

Booking:

Book online through the WTP Web Calendar at:
http://www.supersaas.com/schedule/login/watertowerplace/WTP_Guest_Unit
or via our website.

Click the online calendar to select the first date of your desired reservation. A "New Reservation" window will pop up, allowing you to type in the start and ending reservation dates. The per night reservation fee is also listed. Select the "Create Reservation" button when you are ready to place your reservation. If you are experiencing on-line booking problems or need additional assistance, please contact the Property Manager.

A confirmation email will be sent to you with a 5-digit key box code.

Key Pickup/Check-in:

After 3:00 on the first day of your reservation, pick up the guest unit key and fob from the key box located next to the guest unit door.

To access the key box, type in the 5-digit code, making sure you hear a quiet "click" after each number is entered. Then push down on the "open" button.

Remove the key and fob and replace the lockbox lid, using the same method as above.

Check-out

Check-out is Noon. Often there is a new renter coming in on the same day, so the cleaning service needs to also get in and out. Pick up after your guest(s) depart(s). The service will launder and replace linens and conduct other light cleaning.

Return the thermostat to 55 degrees in winter and turn off the air conditioner in summer.

Additional checkout instructions are posted by the front door.

Return the guest unit key and fob to the lockbox outside the front door of the guest unit, making sure the box is completely closed. (Type in the same code given to you at check- in to reopen the lock box. Place the key and fob in the box and retype the code to close.)

A lost guest unit key or fob is the responsibility of the renter/owner, who will be billed for replacement costs. If a key or fob is lost, please contact the Property Manager immediately.

Cancellations:

If the unit is cancelled before 8:00 a.m. on the morning of your reservation, no cancellation fee will be incurred.

If cancelled after 8:00 a.m., you will be charged the first night's rent.

On multiple-night reservations, if you do not cancel, you are still responsible for the entire reservation amount, as the guest unit could have been available to other renters. Please make any cancellations as soon as possible to allow other usage.

Fees & Payment

Please refer to the booking website for current rental rates. The Board reserves the right to change the rate or cancel a reservation, notifying owners at least 60 days prior.

The renting owner will receive a statement from the Property Manager unless the rental fee is paid within three calendar days after the checkout date.

Owners will NOT be allowed to re-rent the guest unit until fees in arrears 30 days or more are paid in full. At 30 days past due, a one-time $25 late fee will be assessed. At 60 days past due, the Board has the right to impose additional penalties.

Section U: Hallway Events

All hallway events must be pre-approved by the Board.

First, check the tentative date with your floor neighbors to make sure they do not already have pre-approved hallway plans or a personal circumstance that would cause a hallway event to cause them undue distress. If any floor neighbors have an objection, your request will not be approved.

Contact the Property Manager for a reservation. If the date/time is agreeable to all fellow floor neighbors, submit completed form at least 14 days prior to

your proposed event/gathering. Depending on the number of guests and type of party/event, the Board may request:

A $250 damage deposit to be deposited in the Association's checking account, which will be returned after the event if the Board and/or Property Manager determines there has been no damages as a result of the event/party. Damage determination will be at the sole discretion of the Board.

Liability insurance purchased by the owner sponsoring the party/event naming the Association as an additional insured in a sum to be determined by the Board.

Only one hallway event is allowed at any one time for the entire building in order to keep noise levels to a minimum, unless it is an Association event pre-approved by the Board.

Hallway events must end by 11:00 p.m. on weekends or by 10:00 p.m. on weeknights.

Building fire codes and occupancy limits must be adhered to at all times.

A thoroughfare for fellow residents passing/quick exodus through the space must also be maintained at all times.

It is the responsibility of the host(s) to inform guests about building emergency plans.

Excessive music or noise emitted by audio equipment is not allowed.

All event items in the hallway must be immediately removed after event ends, and the premises promptly cleaned.

A person must be present at the front door and the interior security doors to admit guests. No telephone/cell phone admittance will be permitted.

The host unit owner must supply the restroom. Use of the first-floor garage restroom is not permitted due to security concerns.

If the Property Manager or a Board member is notified of a valid complaint and the issue is not immediately remedied, or if a second valid complaint is made, the party must promptly end.

If the police are called due to an event, the party must end.

The sponsoring owner(s) is responsible for all event guest's behavior while on building premises and also making sure there are no damages.

Please note that all owners have the right to common areas, including hallways, during any approved hallway event. However, if a fellow owner is hosting an event, all residents are encouraged to be considerate and courteous of the occasion.

Section V: Rooftop

Rooftop hours are from 8:00 a.m. - 11:00 p.m.

Please be aware of the noise you and your guests make when on the rooftop. Please walk softly, staying on the boardwalks and cement pavers; otherwise, residents on the sixth floor can hear every step you take.

Extra chairs are located behind the Northeast fence. If using these, please return them to this location, upside-down, so they do not take flight.

To prevent damage, do NOT walk on the sedum or rocks unless performing an approved task for the Association or the Green Roof Committee.

Do not pour any liquids, other than water, on the plants.

If you are hosting an event, please check with the Property Manager for instructions if a timed watering needs to be temporarily turned off. If you turn off the system, you must immediately turn it back on after your event.

A gas grill is available for your use. When finished using, remember to turn off the gas and clean the grill surface. A grill scraper is located near the grill.

The water tower and the ladder to the water tower are strictly off limits to everyone.

Pack in and pack out. Everything you take to the rooftop must be taken back off the roof.

No dogs are allowed on the rooftop unless the dog weighs 7 pounds or less AND is leashed and diapered or is in a crate or similar container.

Smoking of any kind is prohibited on the rooftop.

When exiting the rooftop, make sure the door behind you firmly closes so that rainwater does not enter the stairwell.

According to city fire code, the maximum rooftop occupancy is 125 people. If you are hosting an event, for the safety of all, make sure this requirement is strictly followed.

Roof Parties

You can review the rooftop reservation calendar online at:

http://www.supersaas.com/schedule/login/watertowerplace/WTP_Roof_Parties

No more than one large event is allowed on the rooftop at one time.

No private group reservations are allowed after 5:00 p.m. on the 4th of July.

All events/organized parties on the rooftop with more than 30 guests must be reserved and approved in advance:

Contact the Property Manager to check the date/time availability of the rooftop and for a “Rooftop Event Reservation Form for Owners.”

If the date/time is available, contact the Property Manager at least 14 days prior to the event/party detailing your proposed event request and turn in the completed submission form. Depending on the number of guests and type of party/event, the Board may request:

A damage deposit to be deposited in the Association's checking account, which will be returned after the event if the Board and/or Property Facilitator determines there has been no damages as a result of the event/party and that it has been properly and promptly cleaned. Damage determination will be at the sole discretion of the Board.

Liability insurance purchased by the owner sponsoring the party/event naming the Association as an additional insured in a sum to be determined by the Board.

Building fire codes and occupancy limits must be adhered to at all times.

No more than 125 people may be on the rooftop at one time.

It is the responsibility of the host(s) to alert their event attendees to any building emergency plans

A person must be present at the front door and the interior security doors to admit guests. No telephone/cell phone admittance will be permitted without a person at the front door.

The owner sponsoring the event/party must designate and inform guests of the owner's unit to be used as a restroom. Use of the first-floor garage restroom will not be permitted due to security concerns.

No open flame, other than the gas grill, is allowed.

Music must end by 10:00 p.m.

The event/party must end on or before 11:00 p.m.

If the Property Manager or a current Board member is notified of a valid complaint by a fellow WTP resident or owner, and the issue is not immediately remedied, or if a second valid complaint is made, the party must promptly end.

If the police are called due to an event complaint and the complaint is deemed credible by the Property Manager or a WTP Board member, the event must cease immediately.

The sponsoring owner(s) is responsible for all event guests while on building premises; this includes proper care of our building to make sure there are no damages, as well as their simple courtesy to other owners/residents who live here.

All event items taken to the rooftop must be promptly removed after event ends, and the premises promptly cleaned, ensuring the area is in the same or better condition than prior to its use.

All trash must be taken to first floor garbage dumpster or appropriate recycling

bin.

If the sprinkling system was deactivated for your event, promptly turn it back on when your event has ended.

Please note that all owners have the right to use the rooftop at any time. However, if a fellow owner is hosting an event, all are encouraged to be considerate and courteous of the occasion.

Signs will be posted on the rooftop doors and on the communication board in the first-floor elevator vestibule alerting residents to a scheduled event.

Section W: Leasing, Renting, and/or Reallocating

Strict guidelines must be adhered to regarding renting parking spaces, leasing units, and transferring usage rights of assigned parking spaces.

Parking Space Assignment Background Information

The parking spaces located within the Building and designated on Exhibits B5-LL and B5-1 by a one- or two-digit number ranging between 1 and 61, inclusive, constitute Limited Common Elements as the same are defined and described in Article IV, paragraph 2 of the Declaration.

Each such parking space consists of the space bounded by the floor; the lowest point of the ceiling or lowest point of any mechanical apparatus affixed to the ceiling, as the case may be; and the vertical planes of the sides, front, and back of each parking space as depicted and dimensioned on Exhibit B5-LL and Exhibit B5-1. The unit to which each parking space is assigned is indicated on the most current Exhibit "E."

As revised in the Fifth Amendment, paragraph 4, amending Declaration Article IV, paragraph 4, each parking space may only be reallocated or rented pursuant to the procedures below (any future reallocation of parking spaces by transfer deed shall by unlawful, of no effect, and shall be strictly prohibited).

Reallocation of Assigned Parking Spaces

If an owner of a unit wishes to reallocate their rights to use an assigned parking space at WTP, there is a very specific procedure for this process that must be followed and adhered to. In compliance with the Fifth Amendment to the

Declaration, interior numbered parking spaces cannot be purchased as real estate; but can only be reallocated to condo units and not to individuals. The most recent Exhibit "E" attached to the Declaration is the official designation of those assignments. For owners wishing to pursue the reallocation of an assigned parking space from one unit to another unit, the Condo Declaration Exhibit designating the assignment of parking spaces must be amended and then recorded in the Linn County Recorder's Office.

- Contact the Property Manager or the Board for a "Parking Space Reallocation Packet with Samples." This informational packet is designed to assist you through this transfer process, which includes submission forms, an Amendment example, an Exhibit example, an Owner Consent Form, and a Mortgagee Consent Form. You will also need to request the most current Exhibit "E," and the next available amendment number to use. It is very important that the impending transaction is accurate and kept current as these legal documents affect the entire Association.
- Once the Board receives all of the required materials from the involved parties, if all looks in order, they will be forwarded to the Association's Attorney for review and comment. The involved parties will then be notified if the documents are proceeding to being filed with the Linn County Recorder, or if additional revisions need to be made.
- Once all materials are deemed in order, filed and recorded by the Linn County Recorder, the new Exhibit is a legal document.
- The involved parties are responsible for paying any associated expenses.
- When a condo unit is sold and the seller's deed identifies a particular space as real estate owned by the seller rather than as assigned condo unit, the parties are responsible for changing the sales deed language to comply with the Fifth Amendment to the Condo Declaration. Parking spaces are limited common elements of the Association. If the deed is not properly revised in compliance with the Fifth Amendment to the Condo Declaration, the new owner is responsible for having the deed amended. If the owners of the condo unit fail to comply with the above rules, the Board has the authority to impose a fine against the owners and to record the fine as a lien against the condo unit.

<u>Rental of Assigned Parking Spaces</u>

- Owners who have the right-of-use to assigned parking spaces in WTP also have the right to rent any of their assigned parking spaces to fellow residents in the building.
- The Fifth Amendment to the Declaration, Item 4b states: "The owner(s) of a

Unit to which a parking space is assigned shall have the right to rent the use of the same, but only to an owner or occupant of a Unit, for use by the owner or occupant and that owner or occupant's guests, and for no other purpose, and for not less than a period of one year unless approved by the Board, provided, further, that before the commencement of any such rental period, the renting Unit owner or owners shall first advise the Board, in writing, of the number of the parking space to be rented, that owner or occupant's name, the Unit occupied by that owner or occupant, and the period of the rental."

The Board will notify the Property Manager as to the approved assigned parking space rental, so in the case of a building-related parking situation, the Agent will know who to contact regarding the parked vehicle.

General Leasing Requirements for Commercial & Residential Units

Any owner engaged in a lease of their WTP unit is required to be in good financial standing in the Association, abide by the following leasing rules, policies, and procedures, and promptly supply a current lease to the Board to be kept on file.

All owners of WTP are required to abide by the governing documents of the Association, as well as these building Rules & Regulations. As a lessee, please ensure in your lease contract that your tenants must abide by the established building Rules & Regulations as well.

Article X, paragraph 1 of the Declaration in part states, "No owner of a Unit shall convey, mortgage or lease such Unit unless all sums due the Association by way of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee, mortgagee or lessee, if notified before paying or distributing to the owner, shall apply the proceeds of such transaction first payment of the delinquent amounts before payment of any sum to the owner."

Furthermore, the same article and paragraph states, "All leases of all Units shall be in writing with copies of the leases submitted to the Board of Directors of the Association."

Additional Leasing Information for Residential Units

Article X, paragraph 1b of the Declaration states: "The Association shall not permit more than 10% of the Residential Unit at any one time to be rented to tenants where none of the tenants in the Residential Unit are related to the owner

by blood or marriage." Therefore, the allowable number of residential units to be rented at one time is set at six, disregarding those that are related by blood or by marriage. Additional leasing information as follows:

Rental Unit Vacancy and Lottery Process. Once the Association receives notice that a rental vacancy will exist or concludes a vacancy exists due to an owner's failure to notify the Association as required in "Lease Requirements," the Association will initiate the process described under "Method of Residential Rental Slot Allocation."

Lease Requirements. Each proposed lease agreement must be signed and dated and the landlord and tenant's signatures must be notarized. All lease agreements must have a term of not less than 12 months. The lessee must be the person or persons who reside in the unit for the term of the lease, not a shared cooperative or corporation. No lease agreement may contain terms contrary to these Rules or the Condominium Declaration. The Association shall not be required to approve any lease agreement that does not meet these requirements, and shall not be required to approve any lease due to any reasonable cause, at the Board's sole discretion. Because the Declaration requires an owner to provide the Association a signed lease agreement prior to receiving final approval from the Association to lease his or her condominium unit, the Association recommends that each owner incorporate the following or similar language into his or her lease agreement:

> *"This Lease Agreement Is contingent upon Landlord's receipt of approval from Water Tower Place Owners Association, Inc. to lease Landlord's condominium unit to Tenant and will not be binding upon either party until such approval is obtained."*

A lease with an option to purchase, a conditional sales contract or any other type of contract for the sale and purchase of a condominium unit at WTP [hereafter collectively referred to as the "Contract"] may be interpreted at the sole discretion of the Board as a "lease" as that term is used in these rules, if any one or more of the following apply to the Contract:

The Contract does not provide for a down payment.

The Contract does not provide for the payment of interest on the installment payments due under the Contract.

The named "Buyer" is not allowed to assign or lease the condominium unit that

is the subject of the Contract.

The abstract of title was not extended to provide the Buyer an opportunity to have the abstract of title examined before the due date of the Contract.

There is no enforceable indebtedness to the Buyer.

There is no pro ration of the real estate taxes and the Buyer has no obligation to pay the real estate taxes.

The Buyer may unilaterally terminate the Contract with no penalty or continuing financial obligation owed to the named "Seller" to perform all of the terms of the Contract required to be performed by the Buyer.

The Buyer has no obligation to pay the dues owed to the HOA by the owner of the condominium unit that is the subject of the Contract.

The Seller retains all the voting rights attributed to the condominium unit that is the subject of the Contract.

An example of what may be considered by the Board as a "lease" under the rules is attached hereto as Exhibit A. Any lease with option to purchase, conditional sales, or other type of installment contract shall be submitted to the Board for approval prior to execution of the contract.

Lease Termination. Any owner with a lease agreement approved by the Association may only renew the lease agreement with the same tenant, provided that the owner notifies the Association at least 30 days prior to the end of the lease term as to whether the lease agreement will expire or whether it will be renewed. If a lease agreement is terminated by the owner or the tenant prior to the end of its term, the owner shall provide notice to the Association of the termination of the lease as soon as the owner becomes aware of the lease termination.

Lease Renewals. Any owner with a lease agreement approved by the Association may only renew the lease agreement with the same tenant, provided that the owner notifies the Association at least 30 days prior to the end of the lease term of the owner's intent to renew the lease term. The owner shall provide the Association with a copy of the proposed renewal lease agreement signed by all parties 30 days prior to end of the lease term. If an owner fails to notify the Association at least 30 days prior the end of the lease term that the owner intends to renew an existing lease agreement, the Association shall be entitled to assume that the lease agreement is not being renewed and shall be entitled to give notice to the other owners of a rental vacancy resulting from the expiration of the lease agreement.

Failure to Comply with the Leasing Requirements. No owner shall lease his or her condominium unit in violation of the Condominium Declaration or these Rules. If an owner violates the Condominium

Declaration or any of these Rules with respect to leasing, the Association may impose a penalty restricting that owner's right to lease his or her condominium unit for a period of time to be determined by the Association. The procedure for imposing such a penalty shall be as follows:

Demand. Upon the complaint of any owner alleging a violation of the Condominium Declaration or the Rules with respect to leasing, an officer of the Association shall give the alleged violator written notice of the alleged violation and that officer or designee will conduct an initiation review of the allegations. The alleged violator must cooperate with the review. After the review if the Board determines that the alleged violation may have occurred, an officer of the Association shall give written notice to the alleged violator of a hearing to be held by the Board. The notice shall be served via U.S. Mail, regular delivery or by personal service. The notice shall contain the nature of the alleged violation; the time and place of the hearing, which shall be not less than seven days from the giving of the notice; an invitation to attend the hearing and produce any statement, evidence, and witnesses on the owner's behalf; and the proposed penalty.

Hearing. The hearing shall be held in executive session. Prior to the effectiveness of any penalty, proof of notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction imposed, if any. The alleged violator shall have the right to present evidence at the hearing (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his or her own expense.

Limitations of Penalty. In addition to any other penalty permitted by the Condominium Declarations, Bylaws or other Rules, the Board of Directors of the Association shall be authorized to impose a penalty restricting the right of the owner to lease his or her condo- minimum unit for any period of time up to one year from the date of the hearing, with the Board taking into account the severity of the owner's violation of the Condominium Declaration or Rules and with the further aim of deterring similar violations in the future.

Notice. Any notice that the owner must give to the Association under these Rules may be given to the President, the Secretary or the Property Manager representing the Association.

Method of Residential Rental Slot Allocation

In lieu of the previously established first come, first served method of establishing an owner's right to lease his or her property, a random lottery system is effective as of April 2011, following the procedure below:

Designation of Responsible Person(s). The Board will designate a person(s) to be responsible for administering the lot system: ["Designee".] The Board will also designate a backup to the Designee.

Form of Notice. Notice referred to in these rules shall be by e-mail unless an owner has previously requested that the Board use regular U.S. mail.

Written Notice to Owners to Lease Slot. The designee shall, within seven days of being informed that a leasing slot is available within the WTP rules and regulations, notify all owners of this availability. The notice shall state the response deadline date, which shall be not less than 5 business days from receipt of the notice.

Owner Participation in Lottery. To be eligible to participate in the lottery an owner must be in compliance with WTP rules and regulations. To participate, an eligible owner must notify the Designee in writing or via e-mail on or before the deadline date set by notice in paragraph 3 above. Each unit is counted as an "owner" for participation in the lottery, so if a person owns more than one unit, that owner may elect to enter each of those units in one lottery.

Designee Notice to Participating Owners. The Designee shall send confirmation to each participating owner of the owner's participation in the lottery or if determined to be ineligible the reason why.

Selection by Lot. As soon as possible the Board shall give notice to all participating owners of the date, time and place for selection of the owner for the right to lease. A backup owner shall also be drawn. The selection will be witnessed by at least two Board members, or the Property Manager and one Board member. Any owner may be present for the selection by lot.

Notice to All Owners. The Board or Designee shall provide notice to all owners of the outcome of the lottery drawing. The date of the notice constitutes the beginning of the "Drawing Cycle."

Not Transferable. The right to lease awarded to an owner by the lottery is not transferable, unless the unit changes ownership and that lease is assigned to the unit owner.

Deadline to Exercise Right to Lease. The selected owner will have 60 days ["Drawing Cycle"] from the date of the notice in paragraph 8 to secure a

lessee and submit to the Board for approval a written lease conforming to the specifications required by the Association rental rules and regulations. The proposed lease will be signed and notarized by the owner and the tenant. Once the proposed lease is approved by the Board as described in paragraph 11 below, the lease is considered in effect for purposes of the rental rules such as the 12-month minimum term. There is no restriction for, or requirement of, when the tenant must occupy the condo.

Board Approval of Lease. The Board shall have not less than 5 business days to review the lease and longer if it is determined that more information is required from the owner. If the Board has determined additional information is required, the Board may extend the 60-day Drawing Cycle period if the owner has made a good faith effort to provide any additional information deemed necessary for the Board's review.

Forfeiture of Lottery Award to Lease. Should the owner who has been awarded the lottery right to lease fail to produce an approved lease within 60 days or longer if extended by the Board, the owner's right to lease is forfeited. If forfeiture is declared by the Board, the right to lease is awarded to the "backup" lottery selection. Notice is then given to all owners.

Backup Rights Deadline. The owner selected as the backup will have the same amount of time and same requirements as stated above.

Additional Leasing Opportunities. Should any other leasing slot(s) become available within any previously initiated Drawing Cycle, the owner awarded leasing rights under a previous draw may not participate in a new lottery unless the owner's previous draw has expired without securing an approved lease. The owner selected as backup may participate if not awarded a lease slot in the previous draw. Each time there is a new Drawing Cycle, any owner may participate, whether or not the owner was previously awarded the right to lease.

Lack of Participants. If no owners respond to an open lease slot, future calls for lottery participation will cease until an interested party contacts the Board. At that time, the Board will notify the Designee who shall send out a notice as described in paragraph.

One Lottery Rule. Only one lease lottery will be run at one time. At the completion of a lottery, participant notification will be sent out until lack of participants as described in paragraph 15 above.

Exhibit A: Contract Example the Board May Consider to be a Residential Lease

As referenced in "Lease Requirements" in paragraph 2 of the section entitled, "Leasing Residential Units," please refer to the following "Lease/Rental Agreement" designated as "Exhibit A'. This exhibit is an

example only and is simply intended to portray what may be considered by the Board as a residential "lease" under the rules.

LEASE/RENTAL AGREEMENT

This agreement made this (date) by and between (name), as Landlord, and (name), as Tenant, and it is agreed that the Landlord leases to the Tenant, who accepts the following described premises to wit: 900 2nd Street SE, #(Unit), Cedar Rapids, Iowa 52401, hereinafter referred to as "the dwelling unit," upon the following terms and conditions:

The term of this agreement is from (date) to (date).

Tenant agrees to pay Landlord, rent of $XXXX per month, payable to (name), strictly in advance of the first day of each month during the term at such place which the Landlord may direct. The Tenant will pay a late payment charge of 5% to the Landlord if the rent is more than 2 days late. A charge of $XXXX will be made payable to the Landlord and paid by the Tenant if a rent check is returned unpaid. If a check is returned, future payments shall be by cash, money order or certified check.

Tenant has promptly paid the Landlord $XXXX as deposit payable to (name) due at time of lease being signed. Upon termination of this lease, deposit will be re- funded to Tenant less any damage(s)/repairs (in excess of normal wear and tear) and/or unpaid rent. Said deposit refund shall be paid to the Tenant within 30 days of termination of this lease.

Tenant proposes to occupy and use the premises for a personal one family resin- dance. If Tenant is to be absent from the premise for an extended period of time (more than 10 days), Tenant agrees to notify the Landlord no later than prior to the first day of the absence.

Utilities shall be furnished and paid for by the party indicated in the following:

	LANDLORD	TENANT
Electricity……		X
Gas……..		X
Water……..	X	
Garbage/Trash Removal…….	X	
ImOn High Speed Internet……..	X	

Tenant hereby acknowledges that Landlord, or the person authorized to enter into the rental agreement on the Landlord's behalf, has heretofore fully

explained to Tenant utility rates, charges and services of which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnish- in services.

(Name), whose address is (address), is the person designated by the Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

Landlord shall:

Comply with the requirements of applicable building and housing codes mate-really affecting health and safety.

Make repairs and do what is necessary to put and keep the dwelling unit in a fit and habitable condition.

Keep all common areas of the premise in a clean and safe condition, but Landlord shall not be liable for any injury caused by any object or materials which belong to, or which may have been placed by, a tenant in common areas of the premises used by the Tenant.

Maintain in good and safe working order and condition all electrical, air conditioning, plumbing, sanitary, heating, ventilation, and other facilities and appliances, supplied or required to be supplied by the Landlord.

Provide and maintain appropriate receptacles and conveniences, accessible to Tenant for the central collection and removal of garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.

Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by and installation within the exclusive control of Tenant and supplied by direct public utility connection.

Tenant shall:

Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

Keep that part of the premises that the Tenant occupies and uses as clean and safe as the condition of the premises permit.

Dispose from the dwelling unit all rubbish, garbage and other waste in a clean and safe manner.

Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.

Use in reasonable manner all electrical, plumbing, sanitary, and appliances in the premises.

Not deliberately or negligently destroy, deface, damage, impair, or remove as part of the premises or knowingly permit another to do so.

Conduct himself or herself in a manner that will not disturb a neighbor's enjoyment of their premises.

All existing rules concerning the Tenants use and occupancy of the remises have been furnished to the Tenant in writing. Additionally, Landlord may from time to time and in the manner provided by law, adopt further or amended written rules concerning the Tenants use and occupancy of the premises.

Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen, or contractor; provided in the Iowa Uniform Residential Landlord Tenant Act.

Tenant shall not assign the Rental Agreement nor sublet the dwelling unit or, and portion thereof, without the written consent of the Landlord.

Tenant shall leave upon and surrender to the Landlord with the premises at termination of this Rental Agreement all locks, brackets for curtains, and all fixtures attached to doors, windows or woodwork, and all alterations, additions, or improvements made by the Tenant, without any payment therefore. Tenant shall make no structural alterations without Landlord's written consent. Tenant shall surrender to the Landlord all building keys, fobs, and garage door openers.

If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that the enjoyment of the dwelling unit is substantially impaired, Tenant may (I) immediately vacate premises and notify the Landlord within fourteen (14) days of Tenants intention to terminate this Rental Agreement, in which case the Rental Agreement shall terminate as of the date of vacating, or (ii) if unit rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced and the Rental Agreement is terminated under the provisions of this paragraph. Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord Tenant Act. Accounting for rent in the event of termination or appointed shall occur as the date of the casualty.

In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after written notice by Landlord of non-payment and the Landlord's intention to terminate this Rental Agreement if the rent is not

paid within that period of time, then Landlord may terminate this Rental Agreement by giving a three (3) day written Notice or Quit.

Tenant has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their conditions. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to the Landlord.

Any notice, for which provision is made in the Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to other manner provided by law for the service of original notice or by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the designated by Landlord for the receipt of any such notice.

Words and phrases wherein shall be construed as in the singular or plural number and as masculine, feminine or neutral gender, according to the context.

This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereto, and not statement, representation, or promise with reference of improvements, or any changes in the terms of the Rental Agreement shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

Tenant shall adhere to all Conditions, Rules and Regulations on Ownership of Property in Water Tower Place.

Landlord shall supply the following appliances: Stove, Refrigerator, Dishwasher, Microwave, Washer, and Dryer.

This Lease Agreement is contingent upon Landlord's receipt of approval from Water Tower Place Owners Assn., Inc. to lease Landlord's condominium unit to Tenant and will not be binding upon either party until such approval is obtained.

Tenant shall provide their phone number(s) to the Landlord immediately upon occupying premises.

Other provisions:

Landlord will be responsible for paying Water Tower Place Owners Association monthly dues.

One indoor parking space # (designated assigned space) is allowed for Tenant's use, to be used according to building Rules & Regulations.

One indoor storage cage # (unit number), located in basement garage, is

available for Tenant's use, to be used according to building Rules & Regulations.

Smoking is not allowed inside unit or on Water Tower Place premises.

Pets are not allowed. Any pets after move-in would be grounds for immediate termination of lease and Tenant to have seven (7) days to vacate premises.

Tenant shall obtain renter's insurance showing Landlord as additional insured with a minimum liability coverage of $100,000.00 and provide proof of insurance.

Tenant shall place any utilities in their name by no later than the day of occupancy.

Prior to vacating at end of lease, Tenant will arrange with (company name) to have carpets professionally cleaned at Tenant's expense and furnish to Landlord a copy of paid invoice, unless otherwise mutually agreed between Tenant and Landlord that such cleaning is not necessary.

All garbage is to be removed from property prior to vacating. Should all garbage not be removed, $XXXX will be withheld from deposit.

Tenant to be responsible to replace batteries in all smoke detectors on yearly basis.

Are you currently using or ever been convicted of a controlled substance abuse?

_____ YES _____NO

Are you or anyone living in the home a registered sex offender?

_____ YES _____NO

THIS (date) _____

_____

LANDLORD TENANT

Section X: Violations of WTP Declaration, Bylaws and Rules & Regulations

A duty of the Board of Directors is to interpret and apply provisions of the condominium documents, including the rules and regulations governing the use

and occupancy of the building. Accordingly, the Board must enforce these using a consistent administrative process and procedure for application of penalties including possible fines, assess costs, take legal action or other action at its discretion.

Administrative Process

- Owners are encouraged to initially discuss and resolve communal living problems, including potential regulatory violations with each other. Owners of rental units are responsible for renter problems. If there is no resolution, then the owner may refer the matter to the Property Manager representing the Board.
- Owners may also initially discuss the problem with the Property Manager and the Property Manager may follow up with the responsible owner.
- If the Board determines that a possible violation may have occurred or may be continuing, written notice of the details of the possible violations will be given to the responsible owner and a copy will be provided to the complaining owner(s.) The notice will also schedule a time and place when the Board or its committee shall consider evidence relevant to the potential violation. Such meeting will be within 30 days of the notice date. The Board may receive evidence from the responsible owner and any additional evidence from the complaining owner prior to or during the meeting.
- The responsible owner shall be notified of the Board's decision and any penalty if a violation is found. The complaining owner shall be notified whether or not a violation was found. All owners will be notified of the offense and penalty without revealing the offender.

Section Y: Penalties

While the Board has the discretion to adopt flexible internal operating procedures to guide decision-making, it shall be consistent and impartial. The criteria to be used in establishing penalties shall be as follows:

History of violations:
First time violation: A warning or appropriate penalty
Subsequent violations: Increased penalty
Continuing violations: Legal action and/or added penalties
Strength of evidence:
If strong evidence for the stated violation, penalize immediately
Warning only for possible violations with weaker evidence

Seriousness of the violation:
Larger penalties for violations seriously impacting the HOA
Seriousness factors: Safety, health, physical damage
Intentional violation increases the penalty with factors being:
Motivation for the act
Knowledge of the rule

The Board at its discretion will penalize non-compliant owners.

Should there be a monetary fine unpaid before the stated due date the Board may charge interest on the overdue amount and/or place a lien against property.

The amount of penalty shall be solely at the discretion of the Board of Directors. While precedence as relates to similar violations will guide penalties, each violation and the consequence of same is by nature unique and will be assessed accordingly.