

PARKWAY TOWERS CONDOMINIUM ASSOCIATION

LETTER TO NEW OWNERS AND RENTERS

WELCOME to Parkway Towers!

Congratulations on your decision to come and live in this building with its great community of neighbors. We enjoy so many amenities here at Parkway Towers that we don't know where to start, but here are some of our extras:

- A seasonal, outdoor, pool (May–September) on our 17th floor.
- A sun deck with lounging furniture and fabulous view on the 17th floor.
- A spacious and attractive party room with a gorgeous view and full kitchen on the 16th floor.
- A Reading Room with a modest library on the 16th floor.
- An attractive, newly renovated and re-equipped Exercise Room on the 16th floor.
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- A fax machine in the building's office for incoming and outgoing faxes available for your use at a small fee.
- A copy machine in the building's office available for your use at a small fee.
- A staff that can accept packages on your behalf.
- Attractive and well-maintained common areas.
- Access to resident Managers 24-hours a day for emergencies.
- Central air.
- Easy proximity to downtown Denver, area hospitals, and parks.
- An elected Board of Directors made up of homeowners who work with our Property Management Company and Managers to address homeowner and renter concerns.

Like any diverse community of people—we have 105 units—communication, consideration, and responsibility are key in living happily and successfully together. To begin our communication process we are enclosing a copy of our **House Rules & Regulations** for your perusal. Some rules may seem like common sense, while others might seem more obscure. Past and present Governing Boards have developed this document, drawing from a store of knowledge and experience of over 20 years. It is designed to enable all residents to enjoy their life here while not interfering with the enjoyment of neighbors at the same time.

We know this is a lot of reading. We urge you to set aside some time, get comfortable, and read the entire set. The Managers and Board Members are available to answer questions and concerns, and there is a suggestion box in the lobby for ideas, comments, and suggestions.

Again, we welcome you to Parkway Towers, and thanks for choosing it as your new home!

Sincerely,

Board of Directors

Parkway Towers Condominium Association

EMERGENCIES

In the event of an emergency (I.E. you smell gas, smoke, water is coming into your unit, no air conditioning or heat, the garage door will not open or close, etc.) contact the onsite Manager Jim at (303)322-9108. If you are unable to speak to the onsite, contact WestStar Management at (720)941-9200 and the Regional Property Manager will be paged and will respond to your emergency.

The following items have been added to the Parkway Towers Condominium Association House Rules and Regulations.

Page 9 of Rules Item 19 MANAGERS & STAFF add the following:

Maintenance forms are available for residents to complete at the office and should be completed for any maintenance needs in common areas. The form includes space for a description of the problem, name, unit number, and phone number of person making the report. When the form is completed the resident manager will give you a time frame for the problem to be fixed, sign the form and give you a copy.

Emergency numbers are listed outside the office for problems that arise outside of scheduled office hours. The management company responds during this time.

Suggestions or complaints regarding resident managers, property manager, or board members should be documented on the suggestion forms in lobby and put in the suggestion box. These forms are collected bi-weekly by the board for review and action. Residents are also encouraged to attend monthly HOA meeting to share their opinions and ideas or to write or e-mail board members.

Communication with managers and board members will be conducted in a civil manner. Hostile, inappropriate behavior will not be tolerated and all parties must follow the Parkway Towers policy on harassment.

Add new item to Rules:

CLOSED CIRCUIT CAMERA SYSTEM

There are 8 surveillance cameras in and around the building. The cameras are not a real -time taping but a time-lapse system. This means that every few seconds a snapshot is taken of each camera view and preserved on tape. No person is monitoring the cameras – they are not a security system, but rather a sporadic view of building activity.

The videos produced by the system are the property of the Association and are not available to homeowners for their personal use or review. Homeowners may request, in writing, that copies of tapes be made available to third parties. A police report or insurance claim must accompany any such request.

If questions arise about activities in the building that may be illegal, or violate House Rules and Regulations, board members will review the tapes and take appropriate action. Homeowners suspecting such activity should notify the board in writing immediately.

Add new item to Rules:

PARKWAY TOWERS ANTI-DISCRIMINATION AND SEXUAL HARASSMENT POLICY

We support a working and living environment that is free from discrimination based on race, color, national origin, citizenship status, creed, religion, religious affiliation, age, sex, marital status, sexual orientation, gender identity, disability, veteran status, or any other protected status. Conduct, whether intentional or unintentional, that results in harassment of any employee or agent of Parkway Towers will not be tolerated.

Anyone who believes they have been a victim of discrimination or discriminatory harassment is encouraged to

attempt an informal resolution of the problem by speaking to the alleged harasser directly, and requesting that the behavior stop. You may request that a board member be present during this meeting.

If informal measures are not successful or you wish to proceed with a formal complaint, write a description of the incident and give it to a board member. If a board member is the alleged harasser, give the complaint to another board member. Complaints received by the board will be respectfully reviewed and investigated and you will receive a written response within 30 days. There will be no retaliation for anyone who files a complaint and complaints will be kept confidential to the highest degree possible during the investigation.

Sexual Harassment of any employee or agent of Parkway Towers will not be tolerated.

Unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature are considered to be sexual harassment when any of the following conditions occurs:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment

Anyone who believes they have been a victim of sexual harassment is encouraged to attempt an informal resolution of the problem by speaking to the alleged harasser directly, and requesting that the behavior stop. You may request that a board member be present during this meeting.

If informal measures are not successful or you wish to proceed with a formal complaint, write a description of the incident and give it to a board member. If a board member is the alleged harasser, give the complaint to another board member. Complaints received by the board will be respectfully reviewed and investigated and you will receive a written response within 30 days. There will be no retaliation for anyone who files a complaint and complaints will be kept confidential to the highest degree possible during the investigation.

PARKWAY TOWERS CONDOMINIUM ASSOCIATION

HOUSE RULES AND REGULATIONS

The following house rules apply to all residents of parkway towers, both owners and residents renting from owners, and are in addition to the Bylaws of the Association. A copy of the Bylaws is available in the Manager's office.

1 MOVING IN OR OUT OF THE BUILDING

We at Parkway Towers wish you well in your new home and want to assist in making your moving process proceed smoothly. To achieve this, close coordination with the Managers is essential.

All moves must be scheduled with the Managers in advance. Parkway Towers office phone (303) 322-9108

Due to the risk of damage to the common areas of Parkway Towers, a refundable compliance deposit in the amount of \$200 will be collected from the unit at the time a move is scheduled with the Managers. Moves will not be scheduled until the deposit is paid. Return of this deposit is dependent upon the moving party's compliance with the moving guidelines. Non-compliance will result in forfeiture of the entire deposit. Refunds may be withheld if damages have occurred to the common areas as a result of the move; however, damages are not limited to the amount of the compliance deposit. Unit owners are directly responsible and accountable for moves into and out of their units.

All rental leases must be executed in accordance with the Association's declarations and bylaws. Copies of all leases must be filed with the Managers after signing and prior to scheduling the move. Please bring your lease agreement with you when you schedule a move in.

Moves are permitted from 9am to 5pm Monday through Saturday. Residents, whether renters or owners, who must move on a Sunday may move during the same hours, but must pay a non-refundable \$100 moving fee. Only one move will be allowed per day. No moves will be allowed without a reservation.

Moving is limited to one elevator only which will be reserved for exclusive use. Prior to the time of the scheduled move, the Managers will hang a protective pad in the elevator to avoid damage to the walls. The Managers will provide the resident or authorized agent the means with which to key the elevator, and will remove the ceiling panels if additional height is needed for large items.

All moves must be through the south door. The front door and lobby may be used for large appliances and furniture that will not fit through the south entrance.

The Managers will direct the movers in parking the vehicle used in the move. Vehicles may not block the south driveway. Moving vans and trucks are not allowed in the garage.

Entry doors may not be left unattended. The moving parties must close the doors when they are not in the area to attend them. Security must be maintained at all times.

Residents should remove any debris left in any common area as a result of their move.

2 MONTHLY ASSOCIATION ASSESSMENT

All monthly Association fees are payable on the first of every month by Parkway Towers owners. A \$20.00 penalty fee will be charged on the fees received after the 10th of the month. In addition to the penalty fee stated above, the Condominium bylaws define certain other penalties for late payment of the assessments regarding charged interest for late payments and notification to the mortgagee of unpaid assessments.

3 LEASE OF UNIT

No unit shall be rented for a period of less than 6 months, as evidenced by a written lease signed by the owner and the lessee. A copy of the lease must be deposited with the Managers prior to occupancy. Any violation of the Condominium Declaration, Bylaws of the Association, or any Rule or Regulation promulgated by the Association shall be deemed a violation of the lease covenants, and shall subject the lessee to eviction or other remedy available to the Association. The expense and all attorney fees incurred by the Association may be assessed against the owner of said unit. The owner is advised to insert a substantially similar clause in the said lease for owner protection. All lesees must receive and read the House Rules and Regulations prior to moving into the building.

4 RESIDENT PARKING

Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed. Residents should notify the Managers of any unauthorized car is parking in his/her assigned space. The Managers must be notified of the owner or tenant has made any arrangement to rent out a parking space. No resident may use any parking space that does not belong to their unit without prior approval by the owner of the space and notification to the Managers.

No flammable, noxious, hazardous, or unsightly items may be kept within the confines of said parking spaces or common elements of the parking areas, including the basement.

Car lights should be used at all times in the garage.

5 GUEST PARKING

Parkway Towers guest parking is to be used by guests of the residents of Parkway Towers, and is not to be used by residents as additional or convenient parking. Resident's vehicles that are parked in the guest parking areas will receive an initial warning, but the vehicle will be towed if the warning is ignored. A sign-in sheet is available outside the Manager's office for the visiting vehicle's make and model, license plate number, and number of the unit being visited. Vehicles parking in the guest parking lot that are not signed in will receive a warning, and may be towed if violations persist. Residents are responsible for informing their guests about the parking policies.

Live-in guests who are here for more than two weeks may not use guest parking.

6 CONTROL OF NOISE LEVELS

Owners and occupants shall exercise reasonable care at all times to avoid making, or permitting to be made, loud, disturbing or objectionable noises. Residents shall also exercise reasonable care at all times in using or playing, or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers, or any other instrument or device in such a manner as may disturb or tend to disturb neighbors.

Construction in apartments causing noise must be limited to hours between 8am and 5pm, Monday through Saturday.

Noise violations should be reported to the Managers. City law also allows Denver police to be called after 10pm by individual residents or the Managers to respond to noise disturbances in residential buildings.

The Board of Directors reserves the right to fine residents or owners for infraction of noise rules.

7 LANAIS/PATIOS

The lanais shall be used only for the purpose intended and shall not be used as storage areas. They should not be used for hanging garments or other articles, unless they are hung below the level of the outside panels where they cannot be seen from the street. No rugs or other material shall be beaten or shaken from windows, sun decks or lanais.

Do not feed the birds on your balconies. Pigeons will be attracted for breeding and nesting, causing damage to lanais.

Do not throw anything out of windows and the lanais, especially cigarettes. Thrown objects cause damage and cigarettes and cigarette ash can blow onto patios below, burning carpeting and furniture. Cigarettes may also cause damage to roofs of cars parked below. Violators will be fined.

Patio furniture is acceptable on lanais.

It is against city fire ordinance (UFC 1991, Sec. 11.206b) to use any barbecue on balconies. Exceptions are: 1) Electric grills, or 2) Gas grills where the total container capacity of the cooker is one pound or less. Please be aware that smoke and flames from grills can blow back into units and cause damage and potential loss of property and life. In addition to being responsible for damages, violators will be fined.

Indoor-outdoor carpeting may be placed on lanais, but it may not be glued to the floor of the lanai. This violates the conditions of the guarantee for the weather coating on the lanais.

8 SHOPPING CARTS

Parkway Towers provides grocery carts for residents for their convenience to transport grocery or bulky

items to or from their units. Please return grocery carts in a timely manner to the basement garage cart storage area north of the door to the garage elevator lobby. Residents should not leave carts in the hallways, in the basement secured area, or in the elevators. This not only causes your neighbors and Managers inconvenience, but also violates the fire code.

9 TRASH DISPOSAL

Please read the following points carefully. Complying with these common-sense rules will ensure a safe, clean environment for all residents.

All trash should be enclosed in a tied bag before putting it down the trash chute.

The doors to the storage rooms where the trash chutes are located must be closed at all times to comply with the fire code.

Be sure any burning objects (such as cigarettes, matches, ashes, etc.) are extinguished before dumping trash down the chute.

Residents should not put any wet garbage, grease, or any type of liquids down the trash chute, as this causes clogging in the chute and results in trash backup and creates a fire hazard.

Cardboard boxes or oversized bags should be taken to the basement trash room and disposed of into the dumpster. Forcing large items into the chute will clog the chute and cause a fire hazard.

If you choose to throw newspapers away in the trash chute, you must place them in a tied bag before they are put in the chute. Newspapers improperly fastened will separate and clog the trash chute, causing trash backup and a fire hazard.

Flammable materials, such as paint, cleaning fluids, alcohol, etc., must never be put in the trash chute.

Please remember to turn off the lights in the trash rooms.

Residents are asked not to leave trash boxes, bags, or trash items of any kind in the laundry or trash rooms on individual floors. This is more than an inconvenience to your neighbors it creates a fire hazard.

Arrangements to dispose of large, heavy items such as furniture, kitchen appliances, and plumbing fixtures must be made in advance with the Managers, who can supply disposal details. As in any community, our trash collection service will not pick up large items and certain toxic substances unless prior arrangements are made. There may be a fee for such items, or the company refuse to dispose of certain items. In such cases it is up to the resident or unit owner to dispose of the trash, and to remove it the common areas of Parkway Towers. Residents and owners should ask the Managers about any questionable items that they wish to throw away. The Managers will be able to provide details of removal fees or locations of legal city disposal facilities. The Managers have instructions to diligently pursue identification of owners of any large items left in the common areas or the trash room without prior arrangements with the Managers, and the Board may choose to impose fines.

10 LAUNDRY

Residents are asked to observe the posted rules when operating the laundry machines. Residents should

clean the dryer filters after each load is completed. Laundry hours are between 7am and 10pm. No dyeing is allowed in the washers. Communication and respect between neighbors is key in keeping the clothes-cleaning process a pleasant one. Please contact the Managers if violations continually occur in your floor's laundry room.

11 STORAGE AREAS

The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common or other storage area. No possessions are to be left outside lockers in locker rooms. Anything found outside will be considered to be trash and will be disposed of, with a possible fine. Do not store gasoline, paint, or other flammable materials in lockers in the garage or in individual storage units on the floors.

12 COMMON AREAS

All common areas of Parkway Towers except the area under the front canopy of the building are designated smoke-free areas.

As the first thing our guests see, the Parkway Towers lobby should be a place in which residents can take pride. All residents are asked to use common sense and consideration for the lobby's appearance. Muddy or debris-caked boots, shoes, or wheels will dirty the carpet. Please use the mats at the entryways to wipe your feet or the wheels of any item you may have with you. A waste paper basket is provided for the disposal of the unwanted mail of residents who are on their way out; however, throwing away your unwanted mail in your own units would give our lobby a less cluttered look.

Unit owners, members of their families, their guests, residents, or tenants shall not use the sidewalks, driveways, entrances, halls, stairways, or passageways as play areas. Your cooperation is requested in keeping common areas free of litter, parked bicycles, and other equipment.

It is against the fire code to have throw rugs or mats in hallways outside of the doors of units. Residents and their guests are asked to take care not to damage the carpeting, walls, doors, and lighting fixtures in the common areas. Any damage caused by a resident, his employee, or invited guests will be the ultimate responsibility of the unit owner.

Residents and owners are requested to report any perpetrators of acts of vandalism to the Managers.

The Association Board of Directors or their designated agent must approve any signs, advertisements, or notices before they are inscribed, posted, affixed, or distributed in/on any part of the general common elements or exterior of the building. A bulletin board has been provided in the basement garage lobby for resident use.

Please show consideration by not holding the elevator doors open to make conversation. If you wish to continue your conversation, please step out of the elevator. Particular care should be taken during the times when one elevator has been reserved for a move-in or move-out, or when one elevator is being serviced. Residents should note that pushing both the "Up" and "Down" elevator buttons will not cause the elevator to arrive any sooner, but can cause inconvenience and unnecessary waiting for you and/or

your neighbor. Please be aware that many of our residents are unable to move quickly, and the elevator doors are set to accommodate them. To those in a hurry it is a very short inconvenience: please plan accordingly. All residents are asked to take particular care not to allow themselves, their children, or guests to amuse themselves by setting the elevator buttons to go to more floors than necessary.

13 PETS

A majority of unit owners of Parkway Towers Condominium Association have indicated by their votes, (many times!) that no cats, dogs, reptiles, or other animals shall be kept, maintained, harbored, brought into the building or permitted to enter the building, either on a permanent or temporary basis. The Board takes the position that owners and tenants agree to comply with this rule when they buy a unit or sign a lease. Unit owners are responsible for informing their tenants, and residents are responsible for informing their guests about this rule. The Board of Directors may approve exceptions to this rule, but will make every attempt to keep the will of the majority of the Association members in mind.

14 KEYS

The Managers shall retain a passkey to each unit. No owner or tenant shall alter any lock or install a new lock on any door leading into the unit without prior consent of the Managers. If such consent is given, the owner shall have the lock mastered or provide an extra passkey to the Managers. Extra security keys are available to renters for a \$25.00 deposit, to be returned when the keys are returned; however, the unit owner must approve the issuance of extra keys.

15 INTERCOM SYSTEM

All residents of Parkway Towers are cautioned to not let anyone into the building until they have identified themselves properly. The security of our building is very important to all members of the Parkway Towers Condominium Association; nevertheless, the security system is only successful if all residents refuse to admit strangers, either via the intercom system, or by not admitting persons as they enter or exit the building themselves.

Here's how the system works: the intercom is connected to the telephone in each unit. When a guest enters the number of your unit into the intercom system, your phone will ring. When you answer the phone, ask the guest to identify him/herself. When they have done so, push "6" on your phone to open the lobby door. Units may still have speaker and button systems on their walls; these should be disregarded, as they have been disabled and no longer work.

For security reasons the intercom system is shut off at 10pm each night. If a guest arrives after that time it will be necessary to go to the lobby to admit them to the building. We regret the inconvenience, but experience has shown the temptation to admit an unknown person in order to stop the late night annoyance of a ringing phone is too great for many residents. This way, when the visitor identifies him or herself, the resident can choose whether or not to go to the door and admit them. If visitors do not identify themselves, please do not let them in.

For those residents who may have misplaced their keys, the intercom phone list includes the Manager's number; other residents should not be asked to admit their neighbors who have misplaced their keys unless prior arrangements have been made. At no time should security keys be left in "hiding places" outside the building for guests or residents. This severely compromises our security. Violators will be

fined.

Guests invited to an event in the party room should be given the party room number to enter the building. The host of the party must have a responsible person who is aware of the names of invited guests in charge of answering the party room phone and admitting the invited guests only.

16 MODIFICATIONS TO UNITS & OUTSIDE CONTRACT WORK

The Parkway Towers Condominium Association Board designed these guidelines to assist homeowners in their modification, remodeling, refurbishing, and repair projects. Nothing is more disappointing than setting your heart on a change to your unit or a project timeframe that Association Bylaws and Rules & Regulations prohibit. The documents of our association do allow many freedoms as a homeowner and we want you to be happy in your home, but we must protect the building's integrity and represent the will of the majority of homeowners.

Existing rules require that owners planning on expanding their units, changing the appearance of the outside of the building in any way, or moving existing unit walls must present a written and/or drawn plan of the proposed change to the Board of Directors for approval. Failure to meet this requirement might result in requiring that the work be reversed if structural problems are created or the outside work does not conform to building standards. Please give the Board a reasonable amount of time to review your plans. We recommend that you wait to schedule workers and buy supplies until after you receive Board approval. The Board will make every attempt to work with you to come to a workable plan in a short amount of time. Some building-wide standards are:

- A. The outside appearance of each unit must not vary from the standard. While some units are built out onto the lanai, no unit is painted a different color, no unit has different windows, and no unit may be closer than 16 inches to the outer edge of the balcony. Additionally, satellite dishes should not extend over the edge of the balconies.
- B. No changes may be made to structural walls or pillars.
- C. Changes to the common hallway unit doors are not allowed. Color, finish, doorknob, and peephole device are all standard. Any changes should be proposed to the Condominium Association as a desirable change for the entire building, and will be voted upon and paid for, if approved, by the Association.

Parkway Towers has two elevators, but at times construction projects can interfere with scheduled inspections, move-ins and move-outs, or simple daily operations. To address this potential conflict, homeowners and/or renters should submit a Work Report Form to the Managers at least one week prior to beginning any major project within a unit, when the work will involve significant movement of building materials, equipment, tools, or furnishings in and out. This includes:

- A. Carpet removal and/or replacement
- B. Installation of new surfaces.
- C. Extensive painting or window curtain/blinds projects
- D. Bathroom or kitchen remodeling.
- E. Unit expansion, enclosing lanais, or moving interior walls.
- F. Closet door replacement.
- G. Removal and/or replacement of major appliance or large-item furniture.

Projects not requiring Work Report Form include:

- A. Carpet cleaning.

- B. Touch-up painting.
- C. Minor repairs in the unit where there is no significant movement of equipment or debris.

If the project extends past the projected timeframe, homeowners /renters should let the Managers know the new timeframe.

Written approval from the unit owner is required before the management or Board will schedule or approve any major project proposed by a renter.

All aspects of the project must be carried out inside of the unit. Homeowners and/or their contractors may not use any of the common areas, including hallways, laundry, or storage rooms, basement garage, or outside parking lot as "workrooms".

The unit owner will be held responsible for any debris or damage left by their contracted workmen in the entryways, lobby, basement, or other common areas.

Debris such as packing crates, old carpeting, furniture, appliances, drywall, or paint and flammable materials should not be placed in the trash room or dumpster. Owners must arrange for removal of this debris independently. Failure to comply with this regulation will result in a \$50 fine to the owner of the unit causing the violation, and an additional \$25 per hour clean-up fee. If large items must be removed, the homeowner will also be billed for the third-party removal charge.

Any work being performed within the units must conform to the noise level standards as noted in the Rules and Regulations. Any work that is noisy must take place between the hours of 8am to 5pm Monday through Saturday.

A word to the wise....

Think twice before you replace your bathtub. Our original bathtubs are shorter than today's standard tub. You may end up having to move a wall.

A wise homeowner will include cleanup and damage clauses in any contract agreed upon with repair workers. Remember, the homeowner, not the contractor, is ultimately responsible for debris pickup, damage to common areas, and large-item trash removal.

17 TEMPORARY ABSENCE FROM UNIT

Please notify the Managers when you are leaving for a period longer than 5 days. This is especially important during the winter months for units on the south side of the building, when cold weather may freeze pipes. Residents must make their own arrangements about newspaper delivery, and may ask the Managers to hold their mail until their return. The Board recommends that residents who plan on long absences leave several phone numbers, trip itineraries if necessary, or names and phone numbers of contacts that will know your location.

18 SMOKE DETECTORS

Smoke detectors in all units are required by law. They must be placed near the bedroom area(s), or in an area approved by the Managers. Fire code requires that Parkway Towers prove that each smoke detector

be checked at least twice each a year. Owners and/or residents will be asked to sign a waiver that permits the Managers to enter the unit and check the smoke detector. If such a waiver is not signed the owner or resident must provide the Managers with a written statement verifying that the smoke detector in their unit has been checked and is in good working condition.

19 MANAGERS & STAFF

Managers are on duty Monday through Friday, and Saturday mornings. Lobby office hours are Monday through Saturday mornings ~~8:30 to 9:30 AM~~ and package pickup is from 4:30 to 5:30pm weekdays. Their days off are all day Sunday, and Wednesday and Saturday afternoons. The Managers can be reached by calling (303) 322-9108.

We ask that you refrain from knocking on the Manager's unit door except in an emergency. They need their time off, as all working people do. Contact them during working hours with questions and problems, and avoid calling them during their time off unless there is an emergency. If these are not convenient for you, please leave phone messages and the Managers will address your concerns as soon as possible. Please make every attempt to pick up packages left in the Manager's office during work hours. If you cannot, please use the phone to make arrangements for the Managers to let your designee pick up the package, or ask the Managers to put the package in a secured place of your choosing.

For insurance reasons, the resident staff is not allowed to provide services that are outside their responsibilities as Managers of the building to individual residents during designated building hours. If after-hours work is contracted between an owner or resident and a staff member, the Association assumes no responsibility for the quality of the work, fees charged, or for injuries resulting to any party as a result of the work being undertaken or completed.

20 OWNER LIABILITY

Article VI of the amended Association Bylaws states that homeowners are responsible for damage caused by sources originating in their units, but the Association is responsible for damage caused by problem originating in the common areas (such as pipes located within walls located outside the units.) Break and leaks originating within the walls are to be repaired by the Association, but the homeowner must repair problems originating within the units. This includes water damage caused by leaks on the "owners side of the wall."

When it becomes apparent that damage has been caused to common areas by events in a homeowner's unit, the Management will ask the homeowner to repair the damage. When the damage is chronic, such as a slow leak of water, and is not an emergency as judged by the Management, the homeowner may have two weeks in which to begin repairs and bring the common areas back to their pre-damage condition within a reasonable period of time. When an acute emergency situation exists, as judged by the Management, such as a serious water leak causing immediate damage, the homeowner will be asked to effect repairs as soon as possible. Homeowners are responsible for scheduling repairs within their units unless Management tells them otherwise.

If repairs have not begun or been arranged within the time frame indicated, the Management will call in their own tradesmen to resolve the problem, and the homeowner will be charged for the repairs. If a homeowner believes the Association is responsible for paying for repairs to the owner's unit and/or common areas, then the homeowner must show the damage to the Management before repair work begins. This will insure that the Management can determine in advance who should pay for repairs and schedule the contract repairs if necessary.

The Association will not pay for damage caused by one unit to another unit. Unit owners are advised that such damage is not covered by the Association's insurance policy.

The Managers have a list of names and numbers of contract repair workers which they share with owners and residents upon request, however, the Management and the Association assume no responsibility for the quality of the work, fees charged, or for injuries resulting to any party as a result of the work being undertaken or completed.

21 CLOGGED DRAINS

Certain items, such as potato peeling, grease, and stringy foods are known to cause problems and clogs in the sink disposal units and drains. Such clogs may not only stop up the drains of the resident using the disposal, but of neighbors sharing the pipes. Some clogs can cause the drains to back up and leak into units. All residents are asked to throw away such items, and not risk running them through the disposal. If Management determines that a resident who is persistent in putting unsuitable items in the disposal has caused a clogged drain, that resident must pay the repair bill.

Residents may use commercial liquid drain cleaners or plungers as a first attempt to clean clogged drains. Please note that residents or their outside plumbers must not attempt to clear clogged drains with the use of plumber's snakes or other apparatus without prior approval by the Management. Because of problems in the drain design, especially at the north and south ends of the building, it is very easy to force debris out of one drain and into another unless special procedures are followed. Once other drains are blocked, damage is extensive and repairs expensive. Any owner or resident who attempts to clear drains without Management's approval will be deemed responsible for plumbing and repair bills for resulting blockages in nearby units.

22 INSURANCE

The Association insurance covers repairs for fire damage to any attachments to the units, such as damage to carpets, drapes, appliances, cabinets and walls. The insurance does not cover personal liability of the owner, nor does it cover occupant's personal possessions damaged in a fire. Owners are responsible for paying the insurance deductible amount for any claim on the Association's insurance policy, unless exempted by the Board of Directors for valid cause.

23 POOL

Parkway Towers has a pool and deck area on the 17th floor of our building. The pool is scheduled to be open from Memorial Day through Labor Day, but dates vary if weather permits.

Unfortunately, Parkway Towers has experienced some problems on the 17th floor in the past, and this has resulted in a security-coded elevator and a roof curfew. In order to access the 17th floor residents must enter a 3-digit code provided by the Managers.

For security reasons the roof will be closed to residents after midnight.

Residents may insure their pleasure and safeguard their health and safety by complying with the following rules:

- A. Since there is no lifeguard on duty and for their own safety, every child under the age of 16 must be accompanied by a parent or responsible adult the entire time the child is on the 17th floor.
- B. Pool hours are 8am to 10pm. Properly accompanied children may use the pool from 8am to 7pm.
- C. The host resident must accompany adult guests. Residents are responsible for the behavior of their guests in recreational areas. Residents are requested to limit the number of guests on weekends and holidays.
- D. The maximum number allowed in the pool at one time is 25.
- E. No food of any kind is allowed in or around the pool enclosure.
- F. The 17th floor is a smoke-free area.
- G. No glass containers of any kind are allowed on the 17th floor. Plastic or metal is acceptable, but residents are asked not to bring any container that might shatter to the 17th floor.
- H. No Diving is allowed by anyone at any time.
- I. Running, ball playing, pushing, or rough play of any kind is absolutely forbidden.
- J. The rope dividing the shallow and deep ends is required by law. Those removing the rope for lap swimming must replace it before leaving the pool. Please take responsibility for this important rule – it does matter.
- K. No electric devices are allowed within the pool enclosure. Battery operated sound systems may be used only on the deck area, but only with personal headphones.
- L. Swimmers should not enter the pool wearing oils, creams, or sprays. Please shower before entering the pool. If using tanning lotion or oil, residents should cover lounge furniture with a towel before relaxing.
- M. Swimming attire is required while using the pool; no cut-off shorts allowed. Swimmers should towel themselves dry before leaving the pool area, and wear suitable footwear and a robe or cover-up when in the halls or elevators.
- N. Residents with longer than shoulder-length hair should wear a bathing cap or restrain the hair in a non-slip band.
- O. All trash should be disposed of in the proper receptacles.
- P. No person under the influence of alcohol or drugs is allowed to use the pool.
- Q. Tenants should not swim alone.

Our Managers have been authorized to deny use of this recreational area to any resident or guest failing to comply with these rules.

24 EXERCISE ROOM

Parkway Towers Exercise Room is located on the 16th floor and is accessed with the resident's security key. The Association has made an effort to provide owners and residents with expert, state-of-the-art exercise equipment for full or light workouts. Instructions on the use of the equipment can be found in the Manager's office.

The equipment in the exercise room has been provided as a convenience, but the Association assumes no liability for any injury or damage that a tenant, owner, or guest may receive through use of the equipment.

Please be courteous and cooperate with your fellow residents who also wish to use the exercise equipment. Residents are asked to share the equipment at times of peak use. Non-residents of Parkway towers, even including good friends and regular guests, should not use the Exercise Room. The room is

small. And the equipment compact – in short, we are not in a position to offer free exercise facilities to those who are not homeowners or renters. Residents with visitors staying in their units may offer them the use of the Exercise Room during the day, but residents should have priority use of the facility.

If the room is not in use the doors should be locked and the lights turned off.

25 READING ROOM

The Reading Room is on the east side of the 16th floor. It has comfortable furniture, a spectacular view to the east, and tables and chairs for the use of those wishing to play cards. Unless the room has been scheduled for a private party, residents may have use of the room via their security keys during the hours of 8am to 11pm. The room also holds a soda machine, a coat rack, and bookshelves stocked with books donated by residents. The Reading Room is part of our suite of Party Rooms and may be scheduled by owners and residents for exclusive use at times. At such times residents are not invited to the party should not use the Reading Room.

Residents should cooperate in keeping the room clean, sharing and not monopolizing the space, and turning out the lights when the room is not in use.

26 PARTY ROOM

The Parkway Towers Party Room is available to owners and renters for scheduling at very easy terms. Please thoroughly read the regulations below and enjoy your party.

The Party Room is scheduled on a first –come, first-serve basis with the Managers. Owners and renters reserve the room by leaving a \$100 deposit with the Managers and signing a Party Room Usage Agreement. Scheduling exceptions may occur, as the Association is reluctant to allow any owner or tenant to schedule regular monthly or weekly meetings, thereby monopolizing the facility. The Board reserves the right to reserve the room for its monthly meetings. Renters must present an Owner's Consent signed and dated by the unit owner before they will be allowed to reserve the Party Room. The Consent acknowledges the owner's full responsibility for any damage caused by renters. The entire deposit will be returned to the owner or renter after the keys are returned and the Managers have verified the rooms have sustained no damage and that no further cleaning is required.

For the owner's protection, the unit owner or renter must be present at the party at all times. As the person(s) responsible for the behavior of and/or damage caused by their guests, this rule is essential.

Due to the fire code, parties must be limited to 60 guests.

Smoking is not permitted anywhere on the 16th floor, including the lanais. Smokers may use the outside area under the first floor canopy, where there is a bench and ashtray available. Hosts are asked to be diligent in enforcing this rule, and in particular not allowing their guests to toss cigarette butts over the balcony or to grind them out on the lanai floor.

Live music is not permitted.

Furniture must not be moved outside the Party Room.

A resident must accompany guests who want to tour Parkway Towers. While a quick tour with a limited number of guests is fine, the party itself must be confined to the Party Room. The exercise, locker, and steam rooms, as well as the pool and 17th floor deck are off-limits.

Parties must end by midnight and the house noise level standards must be maintained during the party, with particular care taken in the hours of 10pm to midnight. Clean up of the party room must be finished and keys returned to the Managers no later than noon the next day. Residents who choose not to clean the Party Room themselves should arrange for cleaning services. Building Management has many tasks to accomplish each day. An unscheduled thorough cleaning of the Party Room is an imposition on them and all residents, and will forfeit the entire deposit.

Required cleanup as follows:

- A. Empty all wastebaskets include the restrooms. Place all refuse in the dumpsters in the basement trash room. The Managers will supply new liners or replace them themselves.
- B. Wipe, mop or vacuum as needed. Check for:
 - 1) Table and counter surfaces – no streaks, crumbs or scratches.
 - 2) Carpets – no crumbs or stains.
 - 3) Windows and rest room mirrors – no fingerprints, streaks or marks.
 - 4) Lanai floors – no cigarette butts or stains from crushed cigarette butts.
 - 5) Kitchen, bar countertops, and floors – no standing water, clogs or drips.
 - 6) Personal/rental items removed.
- C. Return all furniture and utensils to original positions.
- D. Verify that the ceiling heater in the kitchen (operated by the thermostat) is off.
- E. Remove personal food, drink, and serving items from the refrigerator and kitchen/bar area. Extra ice may remain in the freezer if you wish.
- F. Remove personal cleaning items from the area.
- G. Remove extra disposable plates, cups, and eating utensils. If you wish to donate such items to the Party room for general use, please notify the Managers and tell them where such items have been neatly placed. Such donations are totally voluntary and the management places no money or value on them at any time.
- H. Party hosts, having observed their guests, should know if they have thrown any items off the lanais. Please pick them up. There will be a fine for any damage or necessary Management cleanup caused by such behavior.
- I. Verify that all windows are closed and locked, blinds drawn and shut, and lights turned off. (Note – in the short hall between the east and west rooms the light has no switch and should remain on at all times.)
- J. Return the keys to the Managers by noon the next day, and inform them at the time of any damage to the Party Room.

If Management determines that the Party Room requires further cleanup, they will attempt to contact the

unit owner or renter and ask them to perform the cleanup. If the owner or renter is unavailable, refuses, or is unable to perform the cleanup in a timely fashion, the Managers will arrange for cleaning and charge the owner/renter at the rate of \$25 per hour or portion thereof. Of course, Management expects some normal wear and tear and has no desire to make money or charge Party Room users for normal cleaning. If normal scheduled cleaning will take care of any problem areas before the next scheduled party, the owner or renter will not be charged, although they will be informed of the deficiency and requested to improve the cleaning the next time they schedule the party facility.

The unit owner or renter is responsible for any damage caused to the Party Room facilities or other common areas of Parkway Towers by the owner, his/her renters, or his/her guests. Unit owners bear ultimate responsibility for damage caused by a party hosted by their unit renter. For owner protection, it is encouraged that hosts and Managers conduct a pre-party inspection to the facility, noting any slight damage or stain that might exist.

A fee of \$10 for the use of the glasses, dishes, or silverware is payable before the party. The dishes are in locked cupboards, so that guests, thus causing an unscheduled charge for the host, will not use them inadvertently.

Two round tablecloths may be rented for a \$15 fee. The tablecloths should be folded and turned over to the Managers for washing when the keys are returned.

27 SCHEDULE OF FINES

The Association Board has set up the following guidelines for fines:

Violators of a house rule, whether they are resident owners or renters, will be verbally informed that they are in violation of a house rule, and asked to refrain from the violation in the future.

After verbal warning, fines may be levied for additional violations. The first violation will be in the amount of \$50 unless stated otherwise in this document. Each additional incident will result in an increased fine, increasing by \$50 for each incident. Thus, the second incident will result in a fine of \$100, the next \$150, the next \$200, and so on. Fines are payable by the owner of the unit responsible for the violation, and must be paid with the next month's regular fees for the period following the incident. Failure to pay fines will be treated the same as failure to pay monthly fees and special assessments, and collection actions will be turned over to the association's attorney.

If renters cause a fineable disturbance, the owner will be held responsible for payment, since owners are responsible for all actions of renters that involve the building. Owners of a rented unit involved in a disturbance will be notified of violations of house rules caused by their renters before the first fine is imposed. Notification will be made by certified mail with a return receipt. Management will hand deliver a similar notification to the unit involved.

Any destruction of building property or damage to common areas must be paid for by the owner of the unit responsible, whether caused by the owner or the renters of the unit. Payment for damages must be made no later than at the time the monthly fees are due for the month immediately following the damage. Failure to pay for the damage at that time will be treated in the same manner as failure to pay monthly fees, collection actions will proceed that include full payment of the building's legal costs.

For unit owner protection the Board has set up the following procedures:

A written warning will be delivered to the owner of a unit in which either the owner or the owner's renter has been in violation of the house rule. The letter will inform the owner that future violations will result in fines. It will also remind the owner that all further violations of house rules resulting in fines must be confirmed at the time of the incident by two individuals, at least one of whom must be a building Manager or a Board Member at Parkway Towers.

These fineable, confirmed incidents will be handled in the following way: residents of the offending unit will be informed at the time that they are in violation of a house rule, and will be instructed to correct the situation immediately. If they fail to do so, and the circumstances warrant, the police will be called, and a criminal complaint filed. A fine will be levied for that incident, and for each additional incident, according to the scale described above. Owners will be informed about the fine within five business days of the incident, with a letter delivered either by hand in the case of resident owners, or by certified mail with a return receipt in the case of absentee resident owners, or owners who rent their units. The letter will explain the reason and amount of the fine. A fine may be authorized under these circumstances by a majority vote of the Board, consulting in person or by phone.

Should the owner decide to appeal the fine, a letter explaining why the fine should be suspended should be sent by the owner to the Board of Directors before the next meeting of the Board. The owner should also appear in person at that Board Meeting to request a suspension of the fine. Renters may not appear before the Board unless the owner, or a legally authorized representative of the owner, is present.

Parkway Towers Condominiums Moving Compliance Deposit Receipt

I received from _____ of Unit _____, \$200.00 for the moving guidelines refundable compliance deposit.

A refundable compliance deposit is collected from the unit owner or renter at the time a move is scheduled with the Managers. Moves will not be scheduled until the deposit is paid in full. Renters must present a copy of their lease at the time of move in.

Return of this deposit is dependent upon the moving party's compliance with the Parkway Towers moving guidelines. Non-compliance with the guidelines will result in forfeiture of this deposit.

Deposits will be withheld if damage to the public areas of Parkway Towers occurs as a result of the move; however, damages are not limited to this deposit. The Board of Directors may assess greater damages.

Unit owners are directly responsible and accountable for moves to and from their properties.

By signing this receipt, the depositor acknowledges that a copy of the moving guidelines has been received, reviewed, and understood.

Date of move: _____ Time of move: _____

Depositor Signature: _____ Date: _____

Manager Signature: _____ Date: _____

Parkway Towers Condominiums Work Report Form

This form is to be completed before major remodeling, refurbishing and repair projects at Parkway Towers Condominiums

Unit: _____ Owner: _____

Date Project will Begin: _____

Project Description: _____

Contractor: _____

Contract Phone: _____

What equipment, materials, and/or tools will be moved in/out of the building? _____

What date/time do you need to reserve elevator to move materials? _____

Do you need to reserve Vacuum for Cleanup Purposes? _____

I understand that I, and not Parkway Towers Condominium Association, am responsible for any damages caused to any common area(s) of Parkway Towers by my contractors or their employees. I have arranged for removal of materials and debris caused by this project, and agree that neither my contractors nor I will leave any oversized, flammable or otherwise dangerous materials in the Trash Room or on the premises. I understand that it is my responsibility to see that my contractors maintain the cleanliness of the hallways, elevators, entrances, and lobby as they work on the project.

Owner name (printed): _____

Owner Signature: _____ Date: _____

Parkway Towers Condominiums Party Room Usage Agreement

I acknowledge I have read and understand the Party Room rules & regulations and realize I am responsible for any and all damages to the premises.

Reservation date and time: _____

(Please initial)

_____ I have received a copy of the Party Room Regulations

_____ I am a renter. There is an Owner's Release Form signed by my unit owner on file with the Managers.

_____ I have paid the \$50 non-refundable fee for renting the party room.

_____ I wish to rent the dishes and glasses for \$10.

_____ I wish to rent the tablecloths for 5\$.

_____ I have submitted the \$100 deposit.

Date: _____

Signature: _____ Unit# _____

Parkway Towers Condominiums

Owner's Release Form For Party Room

As an owner of Unit # _____ at Parkway Towers, I approve the following conditions for the use of the Party Room by tenants of my unit(s). I recognize that I am responsible for any damage, fines, or charges incurred by my renters while using the Party Room.

(Please initial)

_____ I give my permission to my renters or others living in my unit, both now and in the future, to use the Party Room.

_____ I give permission to only those renters or others living in my unit to use the Party Room, both now in the future, AS LISTED BELOW:

Name(s): _____

_____ I give permission to the following tenant or other person using my unit to use the Party Room on the following date only:

Name(s): _____

Date: _____

_____ I have decided not to allow my renters or other persons living in my unit to use the Party Room until I give further written notice.

I recognize that it is my responsibility, and not the responsibility of Parkway Towers or its representatives, to inform my renters of the terms of the Party Room Usage Agreement.

Owner Name (printed): _____

Owner Signature: _____ Date: _____

PARTY ROOM RULES

Rev: 6/15/03

Only residents of Parkway Towers may reserve the Party Room, and must be present during the time of use.

Actions of renters at Parkway Towers, and their guests, are the responsibility of the owners of units, therefore, renters must have permission, in writing, from the owner of their unit to use the Party Room. Permission must be attached to this agreement or on file in the Parkway Towers manager's office.

A \$100.00 deposit for the use of the Party Room is required at the time of the reservation.

Refund of deposit will only be made after an inspection and inventory has been taken by Manager following use of Party Room.

Deposit will only be refunded after the managers have determined the area has been cleaned as per the clean-up requirement list.

Deposit will only be refunded after the managers have also determined that no damage has occurred.

Any damages, clutter, or theft caused by users, or their guests, will be the responsibility and liability of the Party Room user, or of the owner of the rented unit if a renter at Parkway Towers does not assume that responsibility and liability.

If the facility is unsatisfactory and manager is required to have it cleaned, the user will be charged \$25.00 per hour.

Live music is not permitted in the Party Room.

Due to fire codes, parties are limited to 60 guests.

Parties must end by midnight. Users who do not end their parties by midnight will forfeit their deposit.

Party Room must be vacated, with clean-up finished no later than noon on the day following the party, when the keys must be returned to the manager or placed in the drop box.

If the Party Room is reserved for the day following your party, and the next users want to have access to the room before noon, arrangements must be worked out between the two users.

Furniture may not be moved outside the Party Room without the expressed written permission of the Board.

Guests of the party must be accompanied by a Parkway Towers resident when other than on the 16th floor.

The party must be confined to the Party Room. The exercise room, locker room, steam room and swimming pool are off limits.

Guests will be expected to maintain reasonable noise levels in consideration of other residents of Parkway Towers. (ie: No yelling from the balcony, No loud music, Etc). If noise levels are too high, the manager may ask users to lower the noise level. If the manager must speak to users about noise for a third time on any one day or evening, the user will forfeit their deposit.

.....
I acknowledge I have read and understand the regulations and realize I am responsible for any and all damages to the premises.

_____ Reservation Time and Date: _____

_____ I have read the foregoing agreement.

_____ I have received a copy of the clean-up requirements list.

_____ I have gone over the inventory list with managers and have received a copy.

Date: _____

Signatures: _____
User Manager