

Directors. If the Association and the Member cannot agree upon a place for inspection, or if the Member so requests in writing, the Association may provide copies of the books, records, and minutes by first-class mail within ten (10) days of receiving the Member's request. The Association may bill the Member for the actual cost of copying and mailing, provided the Association notifies the Member of the costs before sending the copies. The Association may withhold or redact information from the books, records, and minutes for any of the following reasons:

(a) The release of the information is likely to lead to the unauthorized use of another person's personal identifying information to obtain credit, goods, services, money, or property; or

(b) The release of the information is likely to lead to fraud in connection with the Association; or

(c) The information is privileged under law.

Except as provided by attorney-client privilege, the Association may not withhold or redact information concerning the compensation paid to employees, vendors, or contractors. Compensation information for individual employees shall be set forth by job classification or title, not by any personal information of the employee. The accounting books, records, and minutes, and any information from them may not be sold, used for commercial purposes, or used for any other purpose not reasonably related to a Member's interest as a Member.

Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

Section 9.2. Checks, Drafts, Etc. All checks, drafts or other order for payment of money, notes or other evidences or indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 9.3. Annual and Other Reports. An annual report, pro forma operating statement (budget) and other reports and statements shall be prepared and distributed to the Members as provided in Article 17 of the Declaration.

Section 9.4. Contracts, Etc., How Executed. The Board of Directors, except as otherwise provided in the Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 9.5. Inspection of Bylaws. The Association shall keep in its principal executive office, (or otherwise provide upon written request of any Member) the original or a copy of the Bylaws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 9.6. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Declaration and in applicable Nevada law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes

the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

Article 10

AMENDMENTS

Section 10.1. Requirements. So long as the two-class voting structure provided for herein shall remain in effect, these Bylaws may be amended only by the vote or written assent of at least fifty-one percent (51%) of the voting power of each class of Members. At such time as the Class B membership shall cease and be converted to Class A membership, amendments to these Bylaws shall be enacted by requiring the vote or written assent of:

- (1) At least two-thirds (2/3) of a quorum of the Members of the Association; and
- (2) At least fifty-one percent (51%) of the votes of Members other than the Declarant.

Notwithstanding the foregoing, the percentage of a quorum of the Members or of the votes of Members other than the Declarant necessary to amend a specific provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under said provisions.

Section 10.2. Conflicts. In the case of any conflict between the Declaration of Restrictions and these Bylaws, the Declaration shall control.

Article 11

DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS

The provisions of the Declaration are hereby incorporated herein by this reference. In the event of a conflict between the provisions of these Bylaws and the provisions of said Declaration, the provisions of the Declaration shall prevail.

Article 12

ASSOCIATION QUALIFICATION

This Association is intended to qualify as a homeowners' association under the applicable provisions of the Internal Revenue Code, and of the NRS. Notwithstanding any of the above statements of purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this Association. Furthermore, this Association is one that does not contemplate pecuniary gain or profit to the Members thereof, and is organized solely for nonprofit purposes. In no event shall the net earnings, income or assets of this Association be distributed to, or inure to the benefit of, any Member, director or officer of this Association or other private individual either directly, or indirectly, except upon winding up and dissolution. Upon winding up and dissolution of this Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets may be distributed to the members as provided in the Bylaws. Notwithstanding the foregoing, without the approval of one hundred percent (100%) of the Members, so long as there is any Common Elements for which this Association is obligated to provide management, maintenance, preservation or control:

(1) The Association or any person or entity acting on its behalf shall not:

(A) TRANSFER ALL OR SUBSTANTIALLY ALL OF ITS ASSETS; OR

(B) FILE ANY DOCUMENT DISSOLVING THE CORPORATION; AND

(2) No court shall enter an order declaring the Association duly wound up and dissolved.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of RIVERWALK TOWERS UNIT-OWNER' ASSOCIATION; and

2. That the foregoing Bylaws, comprising ____ pages, including this page, constitute the Bylaws of said Association as duly adopted by action of the Board of Directors of the Association duly taken on _____ 200__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____ 200__.

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RIVERWALK TOWERS UNIT OWNERS ASSOCIATION

Rules and Regulations

RIVERWALK TOWERS UNIT OWNERS ASSOCIATION

Rules and Regulations

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1.0 Introduction

This modest-looking handbook from the Owners Association is probably the single most important source of information pertaining to enjoying living here at Riverwalk Towers. Every Resident, whether Owner or Tenant, should have a copy of this Handbook. And, most importantly, we need to become familiar with its content! (Extra copies are available upon request from the Building Management.)

Whether as Owners or Tenants, we believe it is a privilege to live here at the Riverwalk Towers. As with any privilege, there is always a commensurate responsibility. The fundamental purpose of this handbook is to help us all better understand our collective responsibilities, which help us to live in harmony to pursue the peaceful enjoyment of the Riverwalk Towers life-style. This not only includes our private residential Units, but all Common Areas as well.

Please keep in mind that if you wish to add or modify any *Rules and Regulations* in this Handbook, you are invited to present them to the Board of Directors where they will be pleased to consider such changes or additions. These *Rules and Regulations* are intended to be changed or adjusted over time as necessary to reflect the needs of the majority of Residents.

A word of caution: Ignorance is not considered an excuse! All Owners shall be charged with the duty and responsibility of ensuring that every person, whether Guest, Tenant/Lessee, or Workperson, is aware of, understands, and complies with the *Rules and Regulations* as set forth in this Handbook. In the event of any conflict between the *Rules and Regulations* and the Declaration or Bylaws, the provision of the Declaration or Bylaws (whichever applies) shall prevail.

2.0 Association Enforcement of Declaration

- 2.1 All Owners, Residents and Guests are required to abide by all established *Rules and Regulations*. Anyone refusing to abide by these *Rules and Regulations* shall face corrective action by the Board of Directors.
- 2.2 The Board has instructed the Property Management Company to require compliance by all Owners, Residents, and Guests with all provisions of the *Rules and Regulations*, Architectural Guidelines, Bylaws and the Declaration.
- 2.3 If there is a violation, the Property Management Company has been instructed to obtain the names and addresses of violators and report this information to the Board. Any Owner may report violations to the Property Management Company, Board, or appropriate committees.
- 2.4 Procedures are established for the imposition of monetary penalties for infractions only and shall not restrict the Board's right to enforce the Declaration, Bylaws, Architectural Guidelines, or the *Rules and Regulations* by any other lawful manner.

3.0 Association Violation Enforcement Procedure

- 3.1 It is the intent of the Board that any violation of the Governing Documents including the Project Handbook of the Association will be processed upon discovery according to the procedures outlined herein.
- 3.2 In the event one or more Members of the Association or Board of Directors file a Violation Report, the Board will act as follows:

1. Send a letter to the Owner/resident stating the violation and date needed to cure said violation.
2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Governing Documents has imposed a hardship on the Association and the Owner will be invited to attend a hearing with the Board of Directors.
3. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner/resident is found to be in violation of the Association's Governing Documents, the Board will either: a) seek remedy by use of alternative dispute resolutions such as mediation or arbitration; b) apply monetary fines to the Owner's assessment billing; c) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs.
4. If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.
5. Nothing contained herein shall be interpreted to limit or eliminate case-by-case discretion on the part of the Board of Directors with respect to imposition of disciplinary action, so long as the action (or inaction) is not discriminatory, arbitrary or capricious when applied to the circumstances, is reasonable and the decision is rendered in good faith.

3.3 NOTE: A violation is defined as an act in conflict with the Governing Documents of the Association.

4.0 Association Violation Fine Schedule

- 4.1 First Occurrence: A Notice of Violation with a request to correct or repair the deficiency.
- 4.2 Second Occurrence: A letter with a \$50.00 fine, plus request to correct/repair and possible suspension of privileges.
- 4.3 Third Occurrence: A letter with a fine of \$100.00, request to correct/repair and actual suspension of privileges. May be referred to the Association's attorney.
- 4.4 Note: Fines will continue to double with each repetition of the offense.
- 4.5 Note: The Board of Directors will determine the time for curing of violations for each owner consistent with previously reported similar violations as applicable.
- 4.6 Note: Should a violation occur which imposes financial obligations on the Association, the responsible party for said violation shall reimburse, by way of special assessment, Riverwalk Towers Unit Owners Association for this financial obligation. Example: damage to walls; carpet and/or any other Common Property; repair and replacement cost will be charged to the responsible party. Such costs may also include reasonable attorney's fees where necessary.

5.0 Association Procedure for Residential Owner Hearings

- 5.1 If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

1. You will be introduced to the Board of Directors and other association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. The Board appreciates your participation in the foregoing. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten business days.

6.0 Association Forms and Attachments

- 6.1 The following forms and attachments are provided to Residential Owners for use as appropriate. Additional forms may be obtained by request from the lobby desk or building manager. Forms may be returned personally to the building manager or by Fax to the Management Office listed on the first page of the Project Handbook.
- 6.2 Rules And Violations Report - This form must be completed in order to report violations to the Association. Appropriate action will be taken to confirm the violation and commence enforcement per the Enforcement Policy. All reports will be held in confidence and reviewed only by the Board of Directors, Management and the Association's legal counsel if necessary. This form may be faxed or mailed to the Management office.
- 6.3 Listing Broker / Agent Entry Authorization Form - If selling your home, please complete this form and provide it to the lobby staff or building manager.
- 6.4 Community Reservation Form - Complete this form and forward it to building manager or fax it to the Management office.
- 6.5 New Resident Building Access Information Form - New residential owners should complete this form providing information the lobby staff and building manager may use to contact you in event of emergency. This form is also used to document your tenants, your vehicles and approved guests.
- 6.6 Change Resident Building Access Information Form - This form is used by the residential owner to document changes in tenants, personal vehicles or permanent guests.

**RIVERWALK TOWERS UNIT OWNERS ASSOCIATION
RULES VIOLATION REPORT**

There must be at least one signature from a homeowner within the Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the Board of Directors to expedite the enforcement process in a timely manner. All alleged violations would be evaluated to ensure that they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____	Name: _____
Unit #: _____	Unit #: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Unit #: _____	Unit #: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ Unit #: _____ Phone: _____
(Alleged violator's name)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of this form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

**Riverwalk Tower Unit Owners Association
Listing Broker/Agent Entry Authorization Form**

Date: _____

Residential Owner Information:

Name: _____ Unit #: _____

Phone: _____ e-mail: _____

Broker/Agent Information:

Office Name: _____

Address: _____

Phone #: _____

Listing Agent Name: _____

Phone #: _____ Pager #: _____

Additional Information:

Broker / Agent authorized to receive a temporary access card: Yes No

Showing Instructions: _____

Authorized By: _____

Owner Signature

**RIVERWALK TOWERS UNIT
OWNERS ASSOCIATION
COMMUNITY ROOM RESERVATION FORM**

Date Requested: _____ Day of the Week: _____

Type of Event: _____

Residential Owner's Name: _____ Unit #: _____

Residential Owner's Address: _____

Residential Owner's Phone Numbers: Home: _____ Work: _____

E-mail: _____

Tenant's Name (if applicable): _____

Tenant's Phone Numbers: Home: _____ Work: _____

Property Address: _____

Music: Yes No If Yes, Type: _____

Time: From: _____ To: _____

Kitchen Help: Yes No

Number of Guests: _____

Caterers: Yes No

Deposit Amount Required: _____

Security Guard: Yes No

Date Deposit Received: _____

Board Decision: _____

Insurance Certificate Received: _____

I HAVE READ THE ASSOCIATION RULES AND AGREE TO ABIDE BY THEM AND TO PAY FOR ANY DAMAGE, MISSING ITEMS, AND FEES OR FINES LEVIED FOR INFRINGEMENTS.

Owner's Signature: _____ Date: _____

**COMMUNITY ROOM INSPECTION
(Office Use Only)**

No Damage: _____

Damage Consists of: _____

Needs Cleaning: _____

Fees or Fines: _____ Comments: _____

Total Deposit: _____ Amount Deducted: _____ Total Due: _____

RIVERWALK TOWERS UNIT OWNERS ASSOCIATION

DATE SUBMITTED _____

RESIDENT BUILDING ACCESS INFORMATION FORM

NEW RESIDENTS ___ CHANGE ___

UNIT NO. _____

RESIDENTIAL OWNER(S)
NAME: _____

TENANT(S)
NAME: _____

ADDRESS: _____
Street

ADDRESS: _____
Street

City State Zip

City State Zip

TELEPHONE: () _____ HOME

TELEPHONE: () _____ HOME

() _____ WORK

() _____ WORK

E-MAIL: _____

E-MAIL: _____

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
State Number State Number

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
State Number State Number

ADDITIONAL RESIDENTS (i.e. children, relatives): _____

VEHICLE IDENTIFICATION:

MAKE	MODEL	YEAR	LICENSE PLATE
REGISTERED OWNER			

(If not owner or tenant, attach proof of registration)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PERMANENT GUESTS:

Please list those people who are to be granted access to your floor without a prior call to your home. (i.e. family, domestic help, gardener, etc.)

NAME	RELATIONSHIP/COMPANY RESTRICTIONS (if applicable)	TYPE OF SERVICE
------	--	-----------------

1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Have you received the Rules and Regulations: Yes ___ No ___ (If no, mgmt will provide a copy.)

Pet Information: Type Description Weight Name

1. _____	_____	_____	_____
2. _____	_____	_____	_____

AUTHORIZED TO CALL: _____ A.M. TO _____ P.M. _____
_____ Day(s) of the Week

RIVERWALK TOWERS UNIT OWNERS ASSOCIATION

NAME: _____ UNIT # _____

RESIDENT BUILDING ACCESS INFORMATION
CHANGE OF INFORMATION FORM

DATE SUBMITTED _____

*Only make notations for those items you would like changed or deleted.
All information in upper right corner and signature at bottom are required to process your requested changes.*

BILLING ADDRESS: _____ TENANT (S) NAME: _____
Street

City _____ State _____ Zip _____

TELEPHONE: () _____ HOME TELEPHONE: () _____ HOME
() _____ WORK () _____ WORK
() _____ CELL () _____ CELL

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
State Number State Number

DRIVERS LICENSE: _____ DRIVERS LICENSE: _____
State Number State Number

ADDITIONAL RESIDENTS (i.e. children, relatives): _____

VEHICLE IDENTIFICATION:

MAKE MODEL YEAR LICENSE PLATE
REGISTERED OWNER

(If not owner or tenant, attach proof of registration)

PERMANENT GUESTS:

Please list those people who are to be granted access to your floor without a prior call to your home. (i.e. family, domestic help, gardener, etc.)

FIRST & LAST NAME RELATIONSHIP/COMPANY
TYPE OF SERVICE RESTRICTIONS (if applicable)

AUTHORIZED TO CALL: _____ A.M. TO _____ P.M. _____

DELETIONS: List could include items from permanent guest list, vehicles, residents or tenants.

Owner Signature: _____

Date: _____

7.0 Association General Rules and Regulations

- 7.1 All owners, tenants and guests are bound by the Declaration, Bylaws and the Association's Rules and Regulations as set forth in the Owner's Manual and as contained within this Information Handbook. The Board of Directors may review the regulations contained in the Owner's Manual and the Information Handbook from time to time and make appropriate revisions.
- 7.2 No Owner, resident or guest shall communicate rudely or disrespectfully with the Board, staff, security or vendors in the act of performing their duties in behalf of Riverwalk Towers. The proper responsibility for direction and discipline of such staff and vendors resides solely with the Board. Complaints are only invited to be addressed to the Board. Unauthorized behavior of this nature shall be grounds for immediate disciplinary action and will carry a fine.

8.0 Balconies, Patios, and Decks – Exclusive Use Areas

- 8.1 No items (including potted or hanging plants) may be placed on the outside of the railing of any balcony, patio, or deck. Potted or hanging plants may be placed on the inside of the railing, however, the container and plant material can not extend beyond the balcony, patio, deck, or such other location as may pose a risk of injury to persons or property.
- 8.2 Blinds or canopies attached to the exterior of the buildings are not allowed, this includes free-standing umbrellas, screens or sunshades such as bamboo unless your patio is over 100 square feet. If your patio is over 100 square feet, items are subject to approval of the architectural review committee prior to installation and must be securely weighted at all times.
- 8.3 Draping of clothing, towels, flags, banners or any objects from balconies, patio or courtyard walls is not permitted. Flags may be displayed with a free-standing base.
- 8.4 Pets may not be left unattended on balconies, patios, or decks.
- 8.5 NO ITEMS MAY BE THROWN OR SWEEPED FROM THE BALCONIES.
- 8.6 The care and maintenance of the balcony decking area and balcony railings is the responsibility of each individual owner. Care must be taken to prevent irrigation and cleaning water and detergents from running and dripping over the edges of the balcony area onto the balconies below. Make sure potted plants have appropriate catch basins underneath them. Each Owner shall be responsible to pay for the repairs of any water damage on their balcony or deck or that causes damage to the property of others.
- 8.7 Children must be monitored while on these balcony areas and must not be allowed to climb or stand on the railings.
- 8.8 The balconies of a Unit are to be used as outdoor living areas, and may contain patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric). When in doubt, address your inquiries to management.
- 8.9 The balconies and patios shall not be used for storage of any type. The balconies shall be maintained in clean, neat and sanitary condition at all times and nothing shall be placed on the balconies so as to render them unsightly or offensive to any other property in the vicinity of the Project or its occupants.

- 8.10 No barbecues or any other type of grill shall be placed or used on any balcony or deck.
- 8.11 Bicycles are not permitted on balconies, patios or decks.
- 8.12 Improvements including without limitation, plants, fountains and other landscaping features within the Limited Use Patio Area, Limited Use Balcony Area and/or Limited Use Deck Area shall be subject to the Project Handbook and the Architectural Guidelines and any Improvements within such areas shall require the approval of the Architectural Committee.
- 8.13 Unless installed by Developer, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the Limited Use Balcony Area, Limited Use Patio Area or Exclusive Use Deck Area, except when approved by the Architectural Committee.
- 8.14 No Owner shall change or alter the surface of any Limited Use Patio Area, Limited Use Deck Area or Limited Use Balcony Area without the written consent of the Architectural Committee.

8.15 Holiday Decoration Regulations

- (1) Beginning December 1st, lights and decorations which are substantially secured but not permanently attached to the balcony or balcony ceiling may be displayed. Any lights placed on the balcony must be wrapped around the balcony railings. Blinking or flashing lights are not permitted. Decorations can not be hung on your balcony railings but can be wrapped around the railings to prevent them from falling. In addition, the building exterior can not be penetrated by hooks, screws, or nails. All free-standing displays must be substantially secured in a manner to prevent the possibility of them falling from the balcony.
- (2) Non-Lighting and Non-Noise generating decorations or wreaths can be placed on the exterior of the entry door(s) to your home. However, these must be installed with a suction style hanging device that does not penetrate, damage, or leave residue on the door.
- (3) Lights and decorations inside your home must not create a nuisance to other residents. Please respect your neighbors right to quiet enjoyment by turning off those decorations which may create a noise or light nuisance at 10pm weekdays and midnight on weekends and holidays.
- (4) Only fire retardant ornamental trees are permitted as requested by the Fire Department. The building management can be contacted to assist in bringing the tree up to the entrance of your home and in the removal of your tree after the holiday season, if necessary.
- (5) Ornamental trees being removed shall have covering to prevent debris falling in the common areas. Owners are responsible for any damage done or clean up of the Association common areas.
- (6) Holiday decorations which are visible from the common areas, including interior holiday lights, must be removed by January 6th.