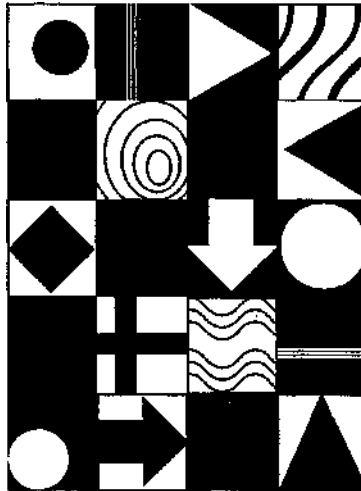


Introduction



A condominium is a community where people of diverse ages and backgrounds live in close proximity to one another, sharing the common elements of the building that is their home. It is the sincere intention of the Gregory Board in publishing these Rules that the Gregory be a true community of neighbors who know, like, and respect each other. It is the Board's responsibility to adopt Rules to cover more specifically what constitutes the conduct of good neighbors. (Bylaws 7.21)

The Board is also responsible for ensuring that the property is kept in the finest condition possible to preserve the value of your investment in your condominium.

In many important respects, living in a condominium is different from living in a private home, an apartment or a dormitory. Condominium living places restrictions on a resident's activities-such as the volume of noise tolerable from a stereo, or the kind of pet one may own-that are either not an issue or not enforceable in a neighborhood of private homes. In addition, owners have a social and monetary interest in the upkeep of the building, which they own in common.

In purchasing at the Gregory, we all agreed to abide by the Declaration of the Gregory Condominiums, the Bylaws of the Gregory Condominiums Owners Association, and by implication, the House Rules.

The maintenance of the value and the livability of our condominium require the interested participation of all members of the Association in the quality of life offered by the Gregory Condominium, both as a community in which we participate and as a property that we maintain.

Security

Although the Gregory has extensive electronic security systems, the security of the building is no better than the determination of the Owners and tenants to keep it secure. The Gregory is your home and everyone living here should be as aware and forceful with regard to protecting the security of the building as if it were a private home. It is difficult to deny access to the building to people that appear to have a reason to enter, or to deny assistance to someone seeking to go up on the elevator, but the homeowners and tenants must be assertive in this regard. Otherwise, there is effectively no security in the building beyond the lock on your door.

- Do not admit any persons unknown to you into the building at any time, for any reason, no matter how nice they look or how reasonable their explanation is. If they have a legitimate reason for being in the building, they will either be able to reach the party they are visiting from the front door phone or will have the necessary codes. If the party they are visiting is not home, then they have no reason to be in the building, so there is never a good reason for giving a stranger access to either the lobby or the floors.
- Tell your guests not to expect to enter the building without using the security systems and ask them not to expect other people entering the building to let them in.
- Vehicles entering and exiting the garage should wait in view of the door to insure that it fully closes behind them.
- Insure that all exterior doors are closed properly behind you. Your common area key fits stairwell doors.
- Immediately report all suspicious activity to the Portland Police. Inform the Property Manager of the report during business hours.

TEMPORARY CODES If you plan to hold an open house or large social event attended by people who are not family or friends familiar with the building, obtain from the Property Manager a temporary elevator code just for the event which you can print in your invitation. These codes expire within one day, so they facilitate access to the building short term without compromising security long term.

Information Required From Residents

All owners, including absentee owners, will maintain on file with the Property Manager, a complete copy of the **Owner and Tenant Information Forms**. Any changes affecting the accuracy of the information originally provided must be reported to the Property Manager. The **Owner and Tenant Information Forms may be found on the web site (see back cover) or obtained from the management company.**

- If you rent or lease your unit, please be sure the Property Manager is notified of your tenant's name, move in date, and the automobile description each time there is a change of tenants.
- **The Owner and Tenant Information Forms** must be signed before occupancy by the new owner or tenant and returned to the Property Manager.

Occupancy

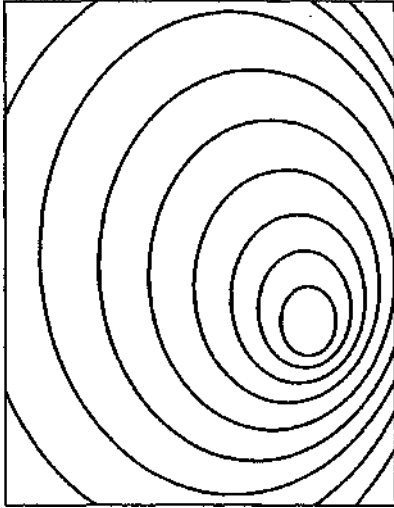
No more than four persons may live in a Primary Unit on a permanent basis.
(Bylaws 7.2)

CHILDREN

Children are welcome at the Gregory. No one is permitted to play in the hallways, stairways, garage, or elevators. For safety reasons, at no time shall young children be in the garage unsupervised.

SMOKING

Smoking is prohibited in all common areas. Homeowners who smoke or who have guests who smoke out of doors must make an effort to respect the comfort of their neighbors. Specifically, residents or their guests shall not throw any items from the windows of or patios or balconies adjacent to their Units, including cigarettes or ashes. Violation of this rule will be regarded as a violation of the Bylaw regarding nuisances (Bylaws 7.9).



Occupancy *(continued)*

NOISE AND NUISANCES

No nuisances or noxious, offensive or illegal activities shall be allowed in the Condominium, nor will any practices or behavior that the Board deems to unreasonably interfere with the peaceful possession or proper use of the Condominium by other Owners.

(Bylaws 7.9)

- **Unit occupants and their guests shall exercise extreme care not to make noises which may disturb other occupants or guests, including the use of musical instruments, amplifiers, radios, stereos, and televisions.** Speakers for audio equipment may not be mounted on or against wall or on floors without an adequate sound barrier to prevent vibration and transmission of base sounds outside the Unit.

- **Excessive noise is defined as any noise from stereos, television, musical instruments, other devices or activities that can be heard in other units through the walls, ceilings, floors or hallways.** Vibrations from audio equipment that can be felt in other units are also excessive noise and are therefore prohibited. If an Owner or Tenant is requested by their neighbors to reduce the volume of a stereo, television, or musical instrument, the Owner or Tenant must cooperate and turn the volume down to where it cannot be heard by neighbors through the structure of the building.

- Owners and Tenants should exercise courtesy to their neighbors when hosting parties. The rules regarding excessive noise from stereo equipment or instruments apply under all circumstances, including parties. Noise from guests beyond normal household noise must be moderated, and should not continue after 11:00 p.m.

It is impossible to eliminate all noise from balcony to balcony or through open windows in the summer. Owners and tenants are encouraged to be conscious of their neighbors and to make an effort to honor requests that outside noise from guests or conversation be moderated. No stereo speakers or radios may be placed or played on balconies or in windows. On the other hand, owners and tenants are also encouraged to be gracious about their neighbors' parties when it is clear that the host is reasonably trying to observe the House Rules.

COMMERCIAL UNITS

Commercial units may conduct business between the hours of 6:00 a.m. and 11:00 p.m. daily. (*Bylaws 7.3*) Extended business hours must be approved by the Board of Directors.

Commercial units wishing to provide live musical entertainment on the premises must receive prior written approval from the Board of Directors. The musicians' volume must be kept at a reasonable level and performances cannot extend beyond normal business hours.

INSURANCE

Each Owner shall obtain, at his/her own expense, insurance covering personal property and liability. Renters are strongly urged to purchase a "Renter's Policy." The Association's policy covers the building's common elements and liabilities only. If, for example, a hose to your washing machine bursts causing flooding in your and adjacent units you are financially responsible for damages to all affected units. (*Bylaws 9.1*)

FIRE SAFETY

All occupants should familiarize themselves with the content of the building's Fire and Life Safety Emergency Operations Plan (see page 27).

Renting or Leasing

Owners who rent or lease their units shall **submit the following** to the Property Management Company prior to the owners or tenants move-in date:

1. The Owner and Tenant Information Forms with the name(s) of the tenant(s) and all persons who will be living in the unit, as well as the duration of the lease (see page 7). Any subsequent changes to the information originally provided must be reported to the Property Management Company within ten (30) business days of the change.

2. Upon commencement or termination of a rental or lease, owners or tenants must notify the Property Manager of their intended move-in or move-out date, so as to reserve the elevator.

Owners are responsible for the actions of their tenant(s) and must furnish the tenants with keys to the unit and a copy of the Community Handbook for which the tenant must sign, as stated above. Owners shall be responsible for the conduct of their lessees, tenants, and guests at all times.

(Bylaws 6.6-7.1.6)

Community Rules

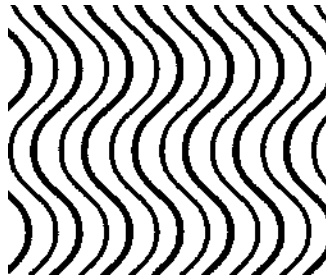
COMMON AREAS

DAMAGE TO COMMON AREAS. Maintenance, repairs, and replacements to the common elements will generally be made by the Association and charged to all Owners as a common expense. **However, if such maintenance, repairs, and replacements are necessitated by the acts or omissions of an Owner or their tenant, the Owner responsible will be charged.**

COMMON AREA APPEARANCE. In order to maintain a uniform appearance in common areas, as well as to avoid obstructions to cleaning and vacuuming of the hallways, and to avoid damage to the unit doors which are common elements of the building, **no permanent or seasonal decorations or ornaments of any kind are permitted on the exterior of the units**, either attached to the door or on the floor. Floor mats are not permitted, except for temporary situations to protect the hall carpet from construction dust.

No furniture, packages or objects of any kind shall be stored in the lobbies, vestibules, public halls, stairways, or any other part of the common elements other than those designated as storage areas. Packages placed in the lobby for mailing purposes are excluded. The lobbies, vestibules, public halls, and stairs shall be used only for normal passage.

The Association assumes no liability for any loss or damage to articles stored in any common element or other storage area.



SMOKING. Smoking is not permitted in any common area, including the lobby, garage, hallways, fifth floor balcony, and stairwells. Residents who violate this rule, or allow their guests to violate this rule, are subject to fines as described in the section "Procedure on Fines."

PARKING GARAGE

- **Parking spaces are limited common areas, not personal property.** Only wheeled vehicles may occupy parking spaces. Household goods, auto accessories, and other items shall not be stored in or around parking stalls on either a temporary or permanent basis.
- **No vehicle should protrude from its parking space** so as to obstruct or partially obstruct access to another parking space, particularly perpendicular parking spaces.
- **Parking spaces are intended for one vehicle only.** If more than one vehicle is parked in a single space, the vehicle(s) must not protrude so as to take up more than the allotted space. If the storage of multiple vehicles in one parking space causes an obstruction or a risk to other drivers the Board may request that any vehicles more than one be removed.
- **Rental of assigned parking spaces is allowed only to another resident of the Gregory Condominium.** Anyone renting his or her assigned spot to another resident must inform the Property Manager of the renter's name and the license and make of the car to be using the space.
- Owners are permitted to allow non-resident family members or short term guests to use their parking space(s) when visiting the Owner. The license plate number of any car parked in the building on a regular basis should be noted in the Owner and Tenant Information Form.
- **Vehicles parked in unauthorized spaces will be towed at the vehicle owner's expense.**
- **It is the responsibility of the owner/resident to maintain their space in a clean condition,** free from the build up of leaking oil, brake fluid, etc.
- Parking in loading areas is limited to a maximum of 10 minutes. At no time may a vehicle be parked so as to block the egress of other drivers through the garage. No car may be left unattended at a loading area.
- The maximum speed limit in the garage is 5 mph at all times.

- Major maintenance on vehicles is prohibited in the garage area. Major maintenance is defined as any repair taking longer than 2 hours or involving the removal of large parts of the engine, body or chassis of the vehicle.

STORAGE ROOMS

- Security of each storage room is the responsibility of the storage room owner. The Association will not be responsible for loss of any property due to theft, damage, fire, etc.

« Nothing of a volatile, inflammable, odorous nature shall be stored in any storage room, nor anything that poses a health or safety hazard of any kind. No perishable food or other items that might attract insects or rodents may be stored in storage rooms.

- No storage room is to be rented to someone who is not an owner or a registered tenant of the building.
- No animals of any kind are permitted in the storage rooms.

REFUSE DISPOSAL

The Association members share a common interest in seeing to it that garbage and recyclable waste are disposed of cleanly and in good order. Waste disposal is an expense of the Association that owners and residents can control by packaging and disposing of waste, glass and paper in a clean and efficient manner.

GARBAGE CHUTE. All refuse disposed of in the garbage chute shall be bagged and appropriately sized for the chute. If the garbage chute or compactor becomes clogged or damaged through the negligent use of an Owner, a fine will be levied. Nothing should ever be left in the garbage chute rooms.

RECYCLABLE. All recyclable material shall be disposed in the recycling room located off the first floor garage. Cardboard boxes should be flattened and bottles and cans should be rinsed.

BALCONIES, DECKS AND WINDOWS

« **Nothing shall be hung on, or from, railings** that may detract from the outward appearance of the building, including but not limited to items such as windsocks, towels, carpets, bedding, and mops.

- **No radios may be played or stereo speakers placed on the balconies or decks.** Wind chimes are not permitted.

- **No items may be stored on decks or balconies except patio furniture and accessories, potted plants in appropriate receptacles, and barbecues.** Nothing is to be kept on balconies that may detract from the appearance of the building, including but not limited to bicycles, ladders, storage boxes, indoor furniture. No items shall be placed or hung in a manner that would allow the item to fall from or blow off the balcony to the street or roof below.

- **The cleaning of decks and watering of plants shall be performed in a manner that will not create a nuisance to lower and adjacent units.** Pots should have adequate saucers or containers underneath to prevent water running down on to decks or the sidewalk below. Decks and balconies may not be used for beating rugs, carpets or shaking dust mops.

- **No items of any kind may be thrown from balconies and decks onto the street,** sidewalk or another neighbor's deck, including cigarettes or ashes.

- No antennas or satellite dishes shall be placed in a location where visible from the exterior of the building.

- Window coverings visible from the exterior of the building shall be of an appropriate material. Roll paper, posters, plywood, aluminum or other foil, and similar material shall not be considered appropriate window covering.

- Commercial units must receive written approval from the Board for placement of any items (e.g. planters, garbage receptacles) on the sidewalk surrounding the building.

Pets

No animals or fowl shall be raised, kept or permitted within the Condominium, except domestic dogs, cats, or other household pets, not to exceed 50 pounds in weight. (Bylaws 7.15)

Any unattended pet found in a common area may be removed to a pound or animal shelter by calling the appropriate authorities. (Bylaws 7.15)

When in common areas, all pets shall be leashed and attended at all times. Each person bringing or keeping a pet in the building shall be liable to the other Owners, their family members, guests, or Tenants for any damage to persons or property caused by the pet. Owners must be able to keep their pets from jumping up on other people while in the common areas of the building.

Pet owners are urged to take their animals away from the building and the trees in the sidewalk surrounding the building to relieve themselves. The care of the trees around the building is the responsibility of the condominium Association; we must maintain them and, per city ordinance, the Association must replace them if they die. **Owners are reminded that Portland has a "poop scoop" law and that all waste should be removed.**



- **The fifth floor balcony is not a pet walking area** and pets should not be taken there to relieve themselves.
- No pets shall be permitted to run at large or be kept, bred or raised for commercial purposes or in unreasonable numbers (as determined by the board) per Primary Unit.

« Reptiles (turtles, iguanas, etc.) and rodents (mice, gerbils, hamsters, etc.) must be kept in an appropriate cage or pen at all times and shall not be allowed to run loose within a Primary Unit.

- Any inconvenience, damage or unpleasantness caused by pets shall be the responsibility of the Unit Owner(s). The cost of cleaning and deodorizing any

Pets *(continued)*

common area due to a pet's accident is the pet owner's obligation. The pet owner is expected to handle removal of the original accident immediately. In the event a pet soils a common area and the owner does not clean up after the pet without delay, such an occurrence will be treated as a nuisance and the Owner may be subject to a fine. (Pet owners have immediate responsibility for their pets, but Unit Owners may be held accountable for tenants who do not control or clean up after their pets.)

- It is not acceptable for a pet to soil the common areas, or bark excessively either in the Unit or in the common areas, or threaten other people in the building in any way. At the discretion of the Board, persistent offenses that result in complaints from neighbors are subject to fines and/or a request for the removal of the pet from the building.
- An owner may be required to permanently remove a pet from the condominium after receipt of two notices in writing from the Board of Directors of violations of any Rule, Regulation or restriction governing pets within the Condominium.

Construction or Alteration

REMODELING AND REPAIRS

Alterations to either the Owner's primary unit or to any part of the building affecting the Common Elements require written approval of the Board. Building common elements consist of everything in the condominium except the airspace within a unit, including building structure and interior walls or chases where mechanical, electrical, plumbing, or any other system serving the building may be located. Common, or demising walls between units are also considered common elements. Any work that negatively affects the acoustic performance of the demising walls will not be permitted. The acoustic performance criteria are available through the Property Management company. Any Owner considering alterations to their unit must consult the Bylaws 7.6 and 8.2 and abide by all the regulations and restrictions governing modifications and the approval process.

- The Board of Directors shall consider granting approval for alterations only after the Owner submits a complete written description of the work to be performed.
- In the case of alterations involving building common elements as described above, the Owner will be required to submit a complete set of architectural, structural, mechanical, electrical, plumbing or other relevant plans and specifications for review by the Association and any professional(s) hired by the Board of Directors to assist it. The Owner is responsible for payment of costs associated with such professional reviews. The Board of Directors may impose such conditions on its approval of an Owner's request to modify the building common elements as the Board, in its discretion, considered appropriate.
- The Board of Directors reserves the right to observe the work while in progress in order to insure that common elements are being protected, and that alterations are following the approved plans and specifications.

CONTRACTOR'S CHECKLIST

For renovations to any unit affecting common elements as described above, the Unit Owner is responsible for the actions of their contractors. In order to minimize any disturbance of other Owners in occupied units during construction, the following rules must be observed by the contractor(s).

Construction or Alteration

CHECKLIST:

1. **Construction Hours:** 8:00 a.m. to 4:00 p.m. weekdays.
2. **Insurance.** All contractors must submit to the Board via the Property Manager evidence of liability insurance at least 48 hours prior to starting any construction.
3. **Permits.** Prior to starting construction, contractor must present to the Board via the Property Manager copies of all permits required by law for the work to be done, as well as copies of the building permits signed by an inspector at each phase of construction. Such permits include: Building, Plumbing, Mechanical (Dryer or other venting), Electrical, Sprinkler. Before the conclusion of work, contractor must present a Fire inspector sign-off for sprinkler locations in the event that sprinklers have been moved or added.
4. **Damage to common elements.** Owners are responsible for any damage caused to common elements by their contractors. Owners are also responsible for the cleaning of construction dirt or dust that is tracked into hallways. If a particular project soils the hallway carpet or other common elements sufficiently as to require additional cleaning services, the Owner may be charged for these services.
5. **Elevator.** Owners must arrange building access for their contractors and large deliveries through the garage only. For move-ins of cabinetry or large items, Owners should arrange with Property Manager for the key to lock the elevator to facilitate faster delivery. Only the padded elevator may be used by contractors or for large deliveries. Under no circumstances are contractors permitted to tie up both elevators at the same. time.
6. **Noise.** Entry doors must be kept closed during construction to minimize noise and dust in hallways and to other units. Radio volume must not be excessive.
7. **Waste.** Gregory Condominium dumpsters may not be used for construction debris and garbage chutes may not be used for disposal. Contractors must arrange disposal of all of their own debris and waste, including fixtures that are removed from a unit.

POST-TENSION SLABS

The building contains post-tension slabs, each of which contains steel tendons located in various places under extremely high tension. These slabs are the cement floors and ceilings of the units, as well as the cement walls and posts in each unit, which constitute the structural support of the building. Sawing, cutting, coring, or drilling into the post-tension tendons will cause the steel tendons to snap, potentially resulting in serious injury or death, as well as major structural damage to the building. Therefore, in addition to the requirements of 7.6 of the Bylaws, in no event shall any Owner, whether of a Commercial or Residential Unit, or any employees, tenants or contractors of any Owner be permitted to bore, drill, or penetrate into in any way the post-tension slab without the prior written consent of the Board.

The Board shall not grant such consent unless the Owner has first presented written documentation to the Board from a licensed and bonded contractor that the post-tension slab has been properly x-rayed and that it can be bored, drilled, or penetrated without adverse impact to the components of the post-tension slab.

In exercising its discretion, the Board shall not be deemed to be endorsing or certifying the quality, safety, or accuracy of such work itself. Any such work shall be undertaken by the Owner at the Owner's sole risk and the Board or the Association shall have no liability whatever for any consequences of such work, which consequences shall be the personal responsibility of the Owner conducting such work.

CEILING FIXTURES

Owners and/or tenants on floors 1-10 must have their ceiling x-rayed before attaching any ceiling fixture which penetrates the ceiling more than 3/4 inch. If the fixture penetrates more than 3/4 inch it must be attached so that it does not penetrate a post-tension tendon. (See previous section on post-tension slabs.) Anchoring systems are available that allow light fixtures to be attached to the ceiling without penetrating more than 3/4 inch. The Board or the Property Management Company can provide information on where these systems can be obtained.

Construction or Alteration

USEFUL PHONE NUMBERS

ARCHITECT

Ankrom Moisan Associated Architects
6720 SW Macadam
Portland, OR 97219
503-245-7100

GENERAL CONTRACTOR

Howard S. Wright Construction Co.
425 NW 10th Ave. Suite 200
Portland, OR 97209
503-295-3040

Open Houses & Unit Sales Issues

OPEN HOUSES

Owners or their realtors holding an open house for purposes of selling or renting a unit must first obtain from the Property Manager a unique, temporary elevator code for each day an open house is to be held. Prospective buyers must call from the front door for admittance to the building. At no time may a realtor or an Owner post the access code for either the building or the elevator on public view. Should this occur, it will be considered a serious violation of the security of the building for which the Owner may be held liable for fines at the Board's discretion.

DECLARATION AND BYLAWS. Owners selling their units must see that a copy of the Declaration and Bylaws of the condominium, and any supplement or amendments thereto, financial statements, and a copy of the House Rules, are available to a purchaser BEFORE the Sale Agreement is fully executed by all parties. This package of documents is available from the Property Management Company for a \$50 photocopying fee.

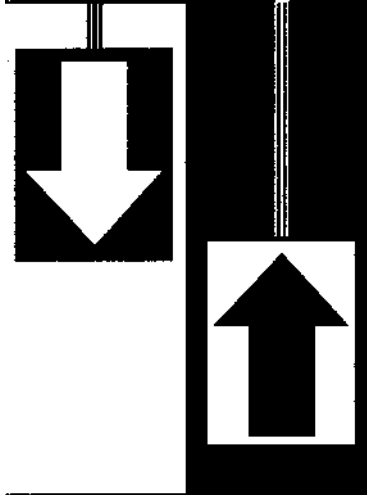
Prospective renters/lessees must also be provided with copies of the Gregory Handbook and the Bylaws.

SIGNAGE

No residential units may display signage (i.e. For Sale) from their units; temporary signs advertising an open house may be posted on the street for the duration of the open house. All signage posted by Commercial units outside of the unit is subject to review and possible rejection by the Board. To avoid unnecessary expense, Commercial tenants should seek Board review of signs of a permanent nature. All retail signage is subject to applicable laws and ordinances, including ordinances regarding signs placed on the sidewalk. No signage is permitted in the common areas without prior written approval from the Board of Directors. Bulletin boards are available for the posting of small notices, etc. (see Bylaw 7.16)

Move in and Move Out

GREGORY CONDOMINIUM MOVE IN - MOVE OUT POLICY



SCHEDULING OF MOVE

Prior to your move, contact the On-Site Manager **fourteen days in advance** at 503-227-2648 from 8:00 a.m. to 5:00 p.m., Monday through Friday to schedule your move. The policy applies to owners and tenants.

MOVING HOURS

8:00 a.m. to 5:00 p.m., Daily

MOVING FEES

Move In Fee: \$200.00

Move Out Fee: \$200.00

The moving fee must be paid to the Property Manager at the time of reservation of the elevator—14 DAYS in advance of the move.

Move in and Move Out *(continued)*

- Only one move in the building is allowed per day to ensure one elevator is free for regular traffic.
- Only one elevator may be used for the move.
- A Security Guard will be hired by the association to monitor the move. It will be their responsibility to hang the elevator pads, cover the entry and elevator floors with protective mats and monitor the front door during the move.
- There will not be a charge for single item moves, i.e., delivery of a couch, etc.; however, please contact CMI to have the pads put up to protect the elevator.

PARKING AND BUILDING ACCESS

- Parking arrangements are to be made by the individual moving in or out. Parking meter hoods can be purchased from the City of Portland, Permit Center, 503-823-7365 (2 day minimum notice required; leave voice mail with details to start process).
- You must use the parking garage for a move. Using the west door for moving access is not allowed.

BOXES AND PACKING MATERIAL

At the end of the move, or after each day if the move takes longer than one day, the corridors and elevator must be cleared of all debris. Packing materials and boxes must not be disposed of in the garbage chute. These materials should be disposed of in the Recycling Room located on the first floor of the garage. Flatten all boxes and place materials in the appropriate containers. If your material cannot be recycled, dispose of it in the oversize trash bin located in the Trash Compactor Room, also located on the first floor of the garage.

DAMAGE TO BUILDING AND COMMON AREAS

The Owner of Record is responsible to the Homeowner's Association for damage to the building and common areas which is caused by the move.

Procedure on Fines

The Bylaws (3.2.14) authorize the Board of Directors to levy fines for violations of the Declaration, the Bylaws and/or the House Rules passed by the Board. Complaints about violations must be in writing, with specifics, and sent directly to the Property Management Company, who will then distribute them to the Board for review. The Property Manager will not make judgments about whether a violation has occurred. The Board will authorize all fines only after notice has been sent to the owner and an opportunity for the owner to be heard has been offered. The Board may issue up to two warnings, at their discretion, before levying a fine against the violator. Before a fine is levied, the owner may request a hearing by the Board. The owner must do so within the time designated by the Board in its notice of the possibility that a fine may be levied. Once a hearing with at least three Board members in attendance has been conducted, the decision of the Board is binding.

FINES

First violation: \$75

Second violation: \$100

Third and subsequent violations: \$250

Fines will be attached to the Association assessment for the month following the fine and will be subject to the same collection procedures as other elements of the assessment. Collected fines will be deposited to the reserve fund of the Association.

Association Fees

GENERAL RULES. Monthly Association fees are due and payable on the first of each month and will be considered delinquent if not received by the Property Management Company by the end of the month. Coupon books will be provided to the Owners. Monthly statements of past due accounts are a courtesy reminder. Owners are responsible for making their payments on the due date, regardless of whether or not a coupon book or statement is received. Extraordinary assessments must be paid within the time frame specified in the notification.

Association Fees *(continued)*

Sellers and Purchases are responsible for notifying the Property Management Company in writing of any change in Ownership or address, and such changes shall be submitted in writing to the Property Management Company.

LATE FEES. Homeowner Association fees are due on the first of each month. These fees are considered delinquent by the end of the month. A late fee charge of \$25.00 will be levied against the Owner for accounts past due of the recurring monthly fee (as of the end of each month) until made current. This late fee charge will be treated in the same manner as a special assessment and will be collected through procedures established by the Board.

PENALTY ASSESSMENT/LIEN AGAINST PROPERTY. Owners will be given written notice of past due accounts. If accounts remain unpaid for a period of ninety (90) days, a notice of intent to lien will be mailed. If the account is not brought current within ninety (90) days of the first due date, a lien will be filed against the Owner for non-payment.

Owners will be responsible for costs incurred in connection with filing liens, judgments and/or foreclosures, including (but not limited to) filing fees, recording costs, lien preparation, interest, attorneys fees and court costs. These costs will be treated as special assessments against the Unit and must be paid prior to a lien being removed.