

THOMAS CHOICE GARDENS CONDOMINIUM

RULES AND REGULATIONS

The Board of Directors of the Council of Unit Owners of Thomas Choice Gardens Condominium has adopted the following Rules and Regulations for the mutual benefit of the owners and occupants of the condominium units therein ("Units"). These Rules and Regulations may be modified from time to time by the Board of Directors as it deems necessary to promote the safety and welfare of the owners and occupants of the Units. The Managing Agent has been authorized and directed by the Board of Directors to uniformly enforce the Rules and Regulations at all times.

1. The sidewalks, paths, driveways, hallways, corridors, vestibules and other areas for use in getting to and from parking spaces, Units and/or recreation facilities shall not be obstructed or used for any purpose other than for ingress and egress from the parking spaces, Units and/or recreational facilities.
2. Unless specific portions of the common areas are designated by the Board of Directors for such purpose, no portion of the common areas shall be used for storage or placement of furniture or any other article, including, but not limited to, plants, boxes, shopping carts, and the like.
3. No Unit owner or occupant shall make or permit to be made any disturbing noise in the common areas or in the Units by himself, his family, friends, tenants, employees, servants or invitees; nor permit anything to be done by any such persons as would interfere with the rights, comfort or convenience of other Unit owners or occupants. No Unit owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like if the same shall unreasonably disturb or annoy any other Unit owners or occupants.
4. Unit owners and occupants shall not be allowed to put their names in any entry or passageway, or other common areas, except in the place designated for same by the Board of Directors, or on the mailbox provided for the use of the Unit occupied by them.
5. No rugs shall be beaten on common areas, nor dust, rubbish or litter swept from the Unit or any room thereof onto any of the common areas. Unit owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such deposits.
6. Persons shall not be permitted to loiter or play in any common area not specifically designated as a play or recreation area.
7. The water closets and other water, plumbing and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, newspapers or other substances shall be thrown therein. Any damage to the property of others, including the common areas, resulting from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling or electrical apparatus or facility shall be paid for by the owner of the Unit who caused the damage.
8. The repair of all damage to the common areas and property of the Council of Unit Owners resulting from the moving and/or carrying of furniture and/or other articles therein shall be paid for by the Unit owner or the person in charge of such articles.

9. Nothing shall be thrown or emptied out of the windows, patios or doors of any Unit, or thrown or emptied in the common areas, nor shall anything be hung from outside the windows or on the patios or placed on the outside window sill of any Unit.
10. Common utilities shall not be used or left running for unreasonable or unnecessary lengths of time.
11. No one shall interfere in any manner with the heating, cooling, hot water, lighting or similar apparatus in or about the buildings and common areas.
12. No awning or window guards shall be used except as shall be put up or approved by the Board of Directors, and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or on patios or other common areas without the prior written approval of the Board of Directors. Notwithstanding the foregoing, the Declarant (under the Declaration) or its agents may place in windows or on doors or on other exterior surfaces or parts of the common areas signs relating to the sale or rent of the Unit which it owns.
13. The Managing Agent, by authority of the Board of Directors, shall retain a passkey to each Unit. No Unit owner shall alter any lock or install a new lock on any door leading into the Unit without the prior consent of the Board of Directors. If such consent is given, the Unit owner or occupant shall provide the Managing Agent with a key for its use. A charge may be made for opening a Unit owner's door.
14. Unit owners and occupants, their employees, servants, agents, visitors, licensees and their families will obey the parking regulations posted at the parking areas, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit owners and occupants. Double-parking shall not be permitted, except in case of emergency.
15. The Unit owners and occupants shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium, except as may be necessary for the safe operation thereof.
16. The owners and occupants of the Units shall in general not act or fail to act in any manner which unreasonably interferes with the rights, comfort and convenience of other Unit owners and occupants.
17. Unit owners will faithfully observe the procedures established from time to time by the Board of Directors, the Managing Agent or the Manager with respect to the disposal of garbage, rubbish and refuse.
18. No baby carriages, bicycles, skateboards, or other vehicles shall be allowed to stand in the public halls, passageways, courts or other public areas of the building.
19. No cooking shall be permitted on any balcony or terrace.
20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.
21. Unit owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any buildings.

22. No Unit owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
23. All persons shall be properly attired when appearing in the corridors, pool, and any other public spaces in the buildings.
24. Solicitors are not permitted in the buildings. If any owner is contacted by one, he should notify the Manager immediately.
25. All personal property placed in any portion of the buildings or any place appurtenant thereto shall be at the sole risk of the Unit owner.
26. No radio or TV aerial or connection shall be installed or shall extend outside of Units.
27. Laundry work shall be done only in areas provided for such purpose and shall be done at reasonable times and in a reasonable manner so as to not unreasonably interfere with the rights, comfort and convenience of owners of occupants of Units.
28. Subject to the provisions of the Bylaws, dogs, cats and other domestic pets are allowed, provided that the same shall not disturb or annoy other occupants. Any inconvenience, damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free or unleashed or otherwise to interfere with the rights, comfort and convenience of any of the Unit owners or occupants.
29. Recreation areas and pool area:
 - (a) Furniture other than that provided by the Board of Directors shall not be used in the recreation areas and pool area, nor shall such furniture be removed from said areas.
 - (b) Users of the recreation areas and pool are responsible for the removal of all articles brought there by them, including, but not limited to, towels, books and magazines.
 - (c) Swimming shall be permitted only between such hours as are prescribed by the Board of Directors.
 - (d) No running, pushing or scuffling shall be permitted in or around the pool.
 - (e) There shall be no splashing of water other than that accompanying normal swimming.
 - (f) There shall be no extraordinary yelling in the pool or pool area.
 - (g) No life rafts, toys or other such objects shall be permitted in the pool.
 - (h) Showers shall be taken before entering the pool.
 - (i) Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease shall be excluded from the pool.
 - (j) All bobby pins, hairpins and other such materials shall be removed before entering the pool.

- (k) No occupants of the Units under the age of sixteen (16) shall be permitted to entertain guests in the pool or pool area unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.
- (l) Glass containers of any kind shall be prohibited in the pool area.
- (m) The owners and occupants of Units are responsible for the conduct of their guests. The right to have guests use the pool or other recreational areas and the amount of guest fees (if any) to be charged may be regulated by the Board of Directors from time to time.
- (n) All persons shall comply with the requests of the Pool Manager respecting matters of personal conduct in and about the pool and recreational areas. The Pool Manager has authority to close the pool and pool area when, in his or her judgement, it is necessary to do so for the health and safety of the persons using the pool and pool area.
- (o) The use of the pool, pool area and recreational areas shall be subject to other rules and regulations as may be posted from time to time.

ADOPTED: 10/13/80

Note: In addition to the Rules and Regulations listed above, Article V, Section 13 of the Bylaws lists the following restrictions on the use of Units:

Section 13. Restriction on Use of Units. In order to provide for the congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit shall be used for residential purposes and for no other purpose, except that a Unit may be used as a professional office upon the written consent of the Board of Directors provided that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Property, and, provided further, that as a condition for such consent each such Unit owner agrees to pay and pays any increase in the rate of insurance for the Property which results from such professional use. An Owner may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner, and provided further that in no event shall any part of the Property be used as a school or music studio.

(b) Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance for the Property applicable for residential use without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law. No waste will be committed in the common elements.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in any Unit or in, on, or to the common elements which will impair the structural integrity of the Property or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed.

(e) Except for professional use permitted by the Board of Directors and other uses permitted by the Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No Unit owner may post any advertisement, poster or sign of any kind on the exterior of his Unit or in the windows of his Unit, except (i) as permitted by the Board of Directors; (ii) a temporary sign advertising the sale or rental of the Unit; (iii) in the event that the Board of Directors gives its consent to the professional use of a Unit, a suitable sign may be displayed upon the written consent of the Board of Directors; or (iv) when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units.

(f) No antennas that are visible from the exterior of any Unit may be erected or maintained except upon the written consent of the Board of Directors.

(g) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein, nor shall any Unit be utilized for hotel purposes, nor shall the term of any such lease be for a term of less than six (6) months. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All leases must be in writing. The limitations of this Section shall not apply to any institutional first mortgagee of any Unit who comes into possession of the Unit by reason of foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure.

(h) The limited common elements and all yards must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles may be parked on the patios, balconies, front entranceways or the yards. The Board of Directors, in its sole discretion, may determine whether or not limited common elements are orderly. If an Owner shall fail to keep his limited common elements orderly, the Board of Directors may have any objectionable items removed from the limited common elements so as to restore its orderly appearance, without liability therefor, and charge the Unit owner for any costs incurred in the process.

(i) No motorized vehicle may be used or maintained on the yards or sidewalks of the Property and no unlicensed vehicles are allowed on the Property.

(j) Trash shall be stored in accordance with county health regulations within the Unit or in the common area, if any, set aside by the Board of Directors for such storage. Trash shall not be set out for collection prior to the night before such date of collection and the empty containers shall be returned to the proper place of storage immediately after collection.

(k) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any common elements, except that this shall not prohibit the keeping of one (1) small, orderly house pet provided that it is not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common elements except in areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. Any member who keeps or maintains any pet upon any portion of Property shall be deemed to have indemnified and agreed to hold the Association, and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such a pet within the Property. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the Property.

(l) No junk vehicle or other vehicle, on which current registration plates are not displayed, shall be kept upon any of the common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within any portion of the Property.

(m) No trucks, trailers, campers, camp trucks, house trailers, boat trailers, boats or the like shall be kept upon any of the common elements or within any Parking Unit; provided, however, that the Board of Directors reserves the right to permit such vehicles on common elements in accordance with rules and regulations as may, from time to time, be promulgated by the Board of Directors.

(n) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clotheslines shall not be

maintained upon any common elements at any time. No clothing, laundry or the like shall be hung from any part of any Unit or upon any of the common elements or from or upon any balcony or patio.

(o) Nothing shall be stored or placed upon any balcony or patio or upon any portion of the common elements of the Property, except with the consent of the Board of Directors.

(p) Notwithstanding any provision contained in this Article V, Section 13, to the contrary, the use and other restrictions set forth in this Section 13 shall not apply to the use of the common elements and/or Units owned by the Declarant for display, marketing, promotion, sales, leasing or construction purposes or the use of Units as "Models".