

DRAFT Lease Rider #3
RIVER VILLAGE POINTE

OCCUPANCY RULES

(Building rules taken from Condominium Declaration for River Village)

Use and Occupancy of Dwelling Units, Garage Units, Commercial Storage Unit and Common Elements. The Units and Common Elements shall be occupied and use as follows:

(a) No part of the Property, except the Commercial Storage Unit as more fully set forth in subsection (q) below, shall be used for any purpose other than housing and the related common purposed for which the Property was designed. Each Dwelling Unit or any two or more adjoining Dwelling Units used together shall be used as a residence for a single family, or such other used permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Dwelling Units used together may be altered to afford ingress and egress to and from such adjoining Dwelling Units in accordance with rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Garage Units shall be used only for parking of passenger vehicles and the Storage Lockers for the storage of household and personal goods.

(b) Except as permitted in the Commercial Storage Unit as set forth in subsection (q), no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property, except that home office type business such as physicians, accountants, attorneys, interior decorators and artists may use their residence as a business office or studio and that other limited use home office type businesses may exist so long as they do not interfere with or are disruptive to the residential nature of the condominium as determined by the Board. No "for Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Owner of its agent or agents, to place "for Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property as it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Except as provided in subsection (q), nothing shall be done or kept in any Unit or in the common Elements which will increase the rate of insurance on the property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the common Elements.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except the household pets, including dogs and cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet, other than dogs or cats, by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as provided in subsection (q) below, and except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without prior consent of, and subject to the rules and regulations of, the Association.

(k) Except as constructed or altered by the CSU Owner, its affiliates, lessees, sublessees, licensees, independent contractors or employees pursuant to Paragraph 5 herein, nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty of any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of the Unit Owner, or of a member of his family, a household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provision of Paragraph 11(1)

(n) Any release or waiver referred to in Paragraph 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover there under.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(q) Additional provision relating to the Commercial Storage Unit: (i) The Commercial Storage Unit shall be used for the storage and operation of computers, processing equipment, other electronic and mechanical devices, and other related equipment used in the normal and ordinary course of the communication and information business for which the Commercial Storage Unit was designed. (ii) No other industry,

business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in the Commercial Storage Unit except as provided in subsection (i) above. (iii) The affiliates, employees, independent contractors, lessees, sublessees or licensees of the CSU Owner and any such employees or independent contractors of the foregoing or other authorized personnel, shall be permitted unrestricted ingress and egress to the Commercial Storage Unit and the Common Elements and the right to work within the Commercial Storage Unit twenty-four hours ad ay and seven days a week and the right to work in the common Elements during normal business hours. (iv) The CSU Owner, its affiliates, employees, independent contractors, lessees, sublessees or licensees shall not cause the obstruction of the Common Elements nor shall anything be stored in the Common Elements by such individuals without prior consent of the Association. The CSU owner shall be obligated to maintain and keep the Commercial Storage Unit in good, clean order and repair. (v) The personal property located in the Commercial Storage Unit shall not be deemed to increase the rate of insurance on the Property, and shall not require the prior written consent of the Association. The CSU Owner shall be responsible for maintaining its own insurance policy covering the personal property located within the Commercial Storage Unit.