

RULES AND REGULATIONS FOR RESIDENTIAL AND GARAGE UNITS AT THE PLAZA, A CONDOMINIUM

Revised and Amended August 1, 2015

1. The Mission and Vision Statement of The Plaza.

- 1.1 **Mission.** To continue to improve and enhance the quality of living as viewed by Members of the Plaza Association
- 1.2 **Vision.** The Plaza is a superior place to live. Upgrading should be done to enhance living quality as well as the maintenance and improvement of the investment by the members of The Plaza Condominium Association. This statement of principle is to be carried out with concern and sensitivity to the financial status of the owners of the units within The Plaza.

2. Board Matters.

- 2.1 **Open Meeting.** All meetings of the Board and Committees will be open meeting to owners and renters, as well as (with the Board's consent) those interested in the conduct of the business of the Condominium Association board of directors. Closed meetings shall be held where necessary and agreed to by a majority of the Board or Committee to conduct matters involving personnel, legal matters, and any other items which are confidential in nature. In the event a meeting is closed, minutes will be kept and given out at the next regular meeting setting forth: Attendance, subject matter discussed, final action and vote, of each member.
- 2.2 **Standing Committees.** The Board will annually appoint:
 - 2.2.1 **Governance Committee.** Provides oversight of any governance-related matters, including governance practices, association documents, nominations/election and orientation of board members. Oversight of management, including performance goals, management contract and liaison with Plaza Commercial in conjunction with management. Make recommendations at the direction of the Board.
 - 2.2.2 **Finance Committee.** Provides oversight of association's finances, including the review and monitoring of detailed financial information, recommends investment policies, monitors budget-to-actual financial information and validate completeness of financial statements. Reporting operating and reserve budget summaries at the monthly board meeting. Recommend annual association dues and special assessments for board consideration. Make recommendations at the direction of the Board.
 - 2.2.3 **Audit Committee.** Hire audit firm, meets with auditors as necessary to ensure integrity of the audit process and presents audit to the board. Make recommendations at the direction of the Board.
 - 2.2.4 **Marketing/Communications Committee.** Advisee Board in keeping Owners informed through the Plaza Office; to be responsible for the Plaza brand and implementing all advertising and marketing materials such as website, brochure, logo, etc; and to better our relations with other downtown businesses, associations, and city officials. Make recommendations at the direction of the Board.
 - 2.2.5 **Social Committee.** Responsible for coordinating social events for residents and public events sponsored by the association and the Welcoming group which will meet with new residents to

familiarize them with rules and answer any concerns or questions. Make recommendations at the direction of the Board.

2.2.6 **Property Committee.** Advises Board with respect to matters related to the recreation facilities including the party room, workout room and equipment, outdoor tennis courts and swimming pool. Monitors the condition, cleanliness, safety, and maintenance of the common areas and building. Reports any comments and/or recommendations promoting the general physical appearance of the building and security of the community. Make aesthetic recommendations at the direction of the Board for the common areas.

2.3 **Committee Membership.** Each Committee will consist of at least one Board member. Any member of the committee can chair the committee. Chairperson shall be selected at first month of the year.

2.4 **Other Committees.** The board may on occasion form an ad hoc committee to deal with a particular issue as needed and not to extend longer than 6 months.

2.5 **Plaza Board Meetings Rules of Order.** These rules are made to insure the rights of every individual to speak to an issue before the Board but also to protect the rights of owners not to be subjected to undue discussions and unnecessarily extended meetings. To this end, these rules put certain obligations on the chair. The owners should expect and insist that the chair protect their rights by enforcing these rules not only by allowing people to speak but also to limit unnecessary speaking contrary to the rules.

2.5.1 **Agenda.** A general agenda is sent out before the meeting. After approval of the prior minutes, the chair will allow anyone in attendance to suggest additional items they would like to bring up by simply stating briefly the topic without any discussion. The chair is expected to not allow any discussion at this point, but only to make a list of topics which will be taken up, time permitting.

2.5.2 **Owner discussions.** A special time will be set aside following the regular order of business for any general discussions for owners on topics requested at the start of the meeting, and not otherwise taken up.

2.5.3 **Business discussions.** Except for brief introductory comments, the chair will not allow any discussion until a proposition or motion is made so the meeting clearly understands what is being discussed and what is desired.

2.5.4 **Order of discussion.** Once a topic has been put on the floor, the chair will allow anyone at the meeting to speak briefly to the matter. No person may speak more than once until everyone present has been given the opportunity to speak once. At that point, the chair must ask who else would like to make a final response, taking down those names (which can include people who have already spoken). After each respondent has spoken, there will be no further discussion except with special permission. There will then be limited discussion among the Board members preliminary to a vote.

3. **Fiscal Matters; Delinquencies and Collection.**

3.1 **Monthly Statements.** All assessments for the Capital Replacement and Improvement fund will be applied to that fund as a bookkeeping entry only; the actual cash need not be segregated. All expenditures for capital replacements and improvements will be expended against that fund. The monthly financial statements will include the statement of operations showing operating income and operating expenses and a statement of receipts and disbursements in the Capital Replacement and Improvement Fund. The monthly balance which will show the balances of the General Fund, the Capital Replacement and Improvement Fund and a column for total.

3.2 **Assessment Payments.**

- 3.2.1 **Assessments are due on the first of each month and are considered late on the 15th.**
- 3.2.2 **Payment** must be made in the Plaza management office, mailed to The Plaza or direct deposit.
- 3.3 **Interest Charge.** Interest will be charged on Owners' delinquent accounts exceeding \$1,000.00. This is in addition to the late payment fee as provided in rule 3.7. Interest will be charged on all other delinquent accounts regardless of the amount of the delinquency. The delinquent interest will appear on the statement.
- 3.4 **Liens.** When, in their opinion, it is appropriate, management will file the Special Statement of Lien in the form approved by the Board with the Polk County Recorder's Office.
- 3.5 **Court Action.** Management will consider and recommend small claims court when it deems such action necessary.
- 3.6 **Late Payment Fee.** Owners will be charged a penalty to cover the cost to the Association of late payment and re-billing. Refer to Fee Schedule Addendum. The penalty will automatically be added to any invoice, installment, or amount unpaid 15 days after it is due and will become a part of the amount due and collectible in the same manner. However the penalty may be waived for a delinquency if it is the first time an Owner has been delinquent in a 12 month period, and the account is paid 10 days following written notice sent to the Owner. The Manager will promptly send a notice of delinquency after an account is due and remains unpaid.
- 3.7 **Termination of services during chronic delinquencies.** A "Chronic Delinquency" means a delinquency of any amount due over 90 days, and in an amount of three months of the regular monthly installment on the respective unit. In the event that there is a Chronic Delinquency with respect to a unit, the Association will no longer continue to furnish common facilities and services to that unit. Such facilities and services shall include, but not be limited to:
- Use of the amenities, health club, swimming pool and party rooms.
 - Use of heating and cooling facilities.
 - Use of cable connections.
 - Use of elevator services except minimum required for access for resident's occupancy.
- During the existence of a Chronic Delinquency, elevator service, specifically, may not be used for the moving of any articles in and out of the building. However, anything in this rule to the contrary notwithstanding, any resident of a unit will nevertheless have reasonable access and services to the extent necessary for the unit to remain habitable.
- During the existence of a Chronic Delinquency an Owner agrees that the Association may rent any unoccupied residential or garage unit without further notice and collect rents to pay the delinquency less expenses.
- Upon the occurrence of a Chronic Delinquency, the Association may notify the owner, at the last known mailing address and any occupant, by mail or posting on the unit door, its intent to terminate use of common facilities within five days and, upon expiration of the five days, the use of common facilities may be terminated.
- 3.8 **Lien on Furnishings.** The Association will have a lien on personal property and furnishings in a unit for any amounts owed the Association for regular and special assessments of the same nature and subject to the same enforcement as a landlord's lien. During the existence of any Chronic Delinquency no articles subject to this lien may be removed from the building without the approval of the Association.

4. Plaza Management and Building Employees.

- 4.1 **Maintenance Staff.** Plaza maintenance staff can be hired through the association to do limited unit repairs for owners. They do not do any moving of furniture etc. Requests must be made through The Plaza office. Refer to Fee Schedule Addendum.
- 4.2 **Private Use of Employee.** No Owner shall send any employee of the Association on any private business of the Owner while the employee is on duty for the association. The office is not to be a place for Socializing
- 4.3 **No Tipping.** No Owner or Occupant or any guest or agent of any Owner or Occupant shall be permitted to tip any employee or agent of the Association.
- 4.4 **Complaints.** Complaints regarding services provided by the Association or the operation of the property shall be made in writing to the Association.

5. Violations and Enforcement. Compliance with Laws and Rules, each Owner or Occupant shall comply with all applicable laws, ordinances, and regulations and shall save the Association and other Owners and Occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

- 5.1 **Management** shall have the authority to enforce any and all Rules and Regulations of the Plaza.
- 5.2 **Violations – Penalties**
 - 5.2.1 **The first violation** of a rule shall result in a written notification of said violation by Management.
 - 5.2.2 **Each subsequent violation** of the same rule shall result in the assessment of a fine. Refer to Fee schedule addendum.
 - 5.2.3 If the rule violator is a renter or a guest of the owner, the owner’s account will be charged and it is the owners responsibility to collect the fine(s).

6. Use of Units – Rentals, Transfers, Remodeling.

- 6.1 **Owner Occupancy.** The Plaza will be primarily an owner occupied residential building. However it will expect to have a certain number of rental units at any given time to provide a cushion for owners who must or desire to move and cannot immediately market their unit and protect investor owners. It is the long-term objective of The Plaza to have no more than 25% of its units non-owner occupied at any one time. No one individual can own more than 10% of Plaza’s units.
 - 6.1.1 **A unit is considered owner-occupied** according to the name of the owner on the property’s deed listed with the Polk County Assessor’s office, occupancy by an immediate relative (parent, spouse, son or daughter) of that owner, or occupancy by employees of a corporate owner.
 - 6.1.2 **Guest.** Any person not on record with the office as a resident (renter or owner) and doesn’t receive mail here.
- 6.2 **No Boarder or Temporary Rentals.** No portion of a residential unit (other than the entire unit) may be rented, and no boarder or temporary tenants may be accommodated. Owner will be fined according to section 5.

- 6.3 **Lease Terms.** Each new/initial lease of a unit will be allowed with an initial term of not less than one year and must be entered into with the intent of fulfilling the one year term. A lease may contain an early termination agreement should lessee have employment transferred out of the city or owner terminates due to the sale of the unit to an owner occupant. Renewals, where the same tenant remains in the unit and has resided there for at least a year, are permitted for any length of time including month-to-month. The notice to vacate given to a landlord must also be given promptly to Management in order to provide other owners with a rental unit the opportunity to rent their unit, should the number of rental units equal 25%. See section 6.1
- 6.4 **Lease Form.** All leases must be in the form provided by the Association. Prior to execution of a lease, the proposed lease must be supplied to the Manager for approval. Complete copy of the original executed rental leases, if modified, for all units must be supplied to the Manager within ten (10) days of execution. All leases are required to contain the following provisions:
- 6.4.1 All occupants of the unit must be named on the lease, sign they have read the rules and provide contact information.
- 6.4.2 No occupant of a residential unit shall create a nuisance to other occupants or interfere with the peaceful possession of occupants of other units.
- 6.4.3 No pets may be kept in a rental residential unit without prior written approval of the unit owner. Dogs are not permitted by the tenant or their guest's.
- 6.4.4 Neither the unit, nor any garage unit associated therewith may be subleased by the Tenant.
- 6.4.5 No more than two (2) persons shall be in occupancy of a one-bedroom unit and no more than four (4) persons shall be in occupancy of a two-bedroom unit.
- 6.4.6 The Association has the authority to amend and adopt reasonable rules and regulations governing the use of rental units and such rules shall be observed and obeyed by the owners, their tenants, and guests.
- 6.4.7 Failure of the tenant to comply with any of the rules and regulations of the Association will cause termination of the lease.
- 6.4.8 The Association shall have the right, after ten (10) days notice to the unit owner, to evict, in the unit owner's name, any tenant of the unit owner in the event such tenant or other occupant violates any of the Rules and Regulations, or provisions of the Declaration. In the event that the owner receives such a notification from the Association, upon the tenant being advised of the receipt of the notice, this lease shall immediately terminate and the tenant will vacate the unit.
- 6.5 **No Business Activity Permitted.** No business activity, sale or profession of any kind, commercial, religious, educational or otherwise, designed for profit or otherwise, shall be permitted in the residential units. "Home Office" use is authorized consistent with R-1 zoning regulations where there is no increase from the number of people commonly coming or going from a regular residential unit, no additional noise, or signs of apparent business activity evident to the rest of the building.
- 6.6 **No Waiver.** There will be no waiver of the leasing rules and move in and move-out fee. Except that in cases of early occupancy by a purchaser, continued residence by a seller, and an owner renting another unit while his or her unit is being repaired or remodeled.
- 6.7 **Rental of Units.** Subject to these rules, an Owner may lease their unit but will be solely responsible to show the unit and building facilities, purchase of renter packet, arrange for the leasing, oversee the reconditioning of the unit and vendors between leases and any further explanations without any

involvement of the Plaza management or employees. Tenants must communicate unit issues with the Owner and not the Plaza management unless it is an emergency (i.e. water leaks or safety issue).

6.7.1 Once 25% of the total owner-occupied units have been rented, no further units may be rented. Also, if a rented unit becomes vacant during this time, the owner must receive prior approval to re-rent the unit from the Plaza board.

6.7.2 **Rental exceptions to be considered by the Plaza board:**

6.7.2.1 Resident Owner requests ability to temporarily rent their unit while owner is away for personal reasons. Temporary rental is not to exceed two years.

6.7.2.2 Resident Owner desires to sell unit but is unable to do so. The unit must be listed on the Multiple Listing Service before presenting their request to the Plaza board.

6.7.2.3 Resident Owner who owns and occupies a unit and has additional investment rentals in the building may make a case to the Plaza board.

6.7.3 **No exceptions for rental:**

6.7.3.1 Non-resident Owners who own investment rentals only and do not reside in the Plaza.

6.8 **Garage Rentals.** See section 10.2.1

6.9 **Management of Rental Units and Tenants.**

6.9.1 **No Rental Management is Provided by Plaza.** The Plaza Association will not manage any Rental Unit or Tenant.

6.9.2 **Owner Rental Management With No Plaza Involvement.** An Owner of a rental unit will provide his own management of the rental and tenant. The Plaza Management is not authorized to and cannot be responsible to provide these rental Management services (show the unit and building facilities, renter packets, arrange for the leasing, cleaning, refurbishing of units, supervision of vendors, rent collection, tenant complaints) Plaza Management will deal only with the Owner providing only the same Plaza services provided other Owners in Owner occupied units.

6.9.3 It should be noted that the elevator fees, move-in and move-out fees, are still due prior to Move in and billed to the owners account and the owner may request the tenant for payment. If the owner wants the tenant to pay the Plaza on the owner's behalf it must be in the form of a cashier's check or cash.

6.10 **Remodeling and redecorating work by owners.**

6.10.1 **Contractors must sign in at the office.** Before any owner allows any contractor or worker to commence any remodeling or redecorating work in their unit which entails bringing equipment, supplies and materials through the elevators and halls, they will register the name, telephone number and address of the contractor with the office so the building is aware of the construction work, and the use of the elevator and halls by the contractor, and who is responsible. All owners and contractors will comply with the provisions of Rule 12.1 hereof regarding permissible hours of construction. The contractor and the owner shall be liable for a \$100 penalty for each violation of such rule, and other provisions of the

Guidelines, to offset the Plaza Association's costs of monitoring construction projects and providing support services.

- 6.10.2 **Approval of remodeling.** No structural alternations will be made to any unit except in compliance with Section 10.3 of the Declaration of Condominium requiring the prior approval of the Board. This includes any construction or remodeling (other than mere redecorating) which involves changing any walls, kitchens, toilets, plumbing, major electrical work and floor and ceiling surfaces; however, owners using approved materials may receive authorization directly from the Plaza Manager by agreeing to use materials previously approved by the Board and/or the Plaza architect.
- 6.10.3 **Remodeling procedures.** Before initiating the approval process for remodeling the owner and proposed contractor shall execute the Plaza Condominiums Remodeling Procedures and Contractor Guidelines as, from time to time, recommended by management and approved by the Board. By executing the Guidelines the Contractor and the Owner agrees to the procedures established, and provisions of the Guidelines. The Board shall, from time to time, name an official Association Architect who shall review and make recommendations to the board regarding its review of all plans, as well as other construction projects at the Plaza, to assure conformity with rules and building codes, and consistency of design throughout the building and to assure uniformity and interpretation for all owners engaging in remodeling projects.
- 6.11 **Unit Sales.** When selling your unit you must fill out a form to let the management know who is allowed to show. Open Houses are permitted without assistance from The Plaza office. Lock boxes are not permitted to be put on unit doors. No "For Sale" signs are allowed on the Plaza property.
- 6.12 **Transfer of Ownership of Units.** The transfer of ownership of any unit will not be effective until The Plaza management or Board receives a notification from the prior owner and new owner of the transfer including a statement that they have complied with all Plaza rules, all dues are current and the new owner acknowledges receipt of the rules including matters relating to moving in and out, construction, etc. and the manager endorses and files with the corporate records a statement of compliance. All dues must be paid current and the statement of the owner and the management endorsement must so indicate.

A proposed new owner will not be allowed access to the common areas (except when accompanied by the unit owner) of the building, be listed in the directory, assigned a mailbox or issued keys until the foregoing has been complied with.

No transfer of ownership of a unit will be effective as against the Plaza Residential Association until the foregoing has been complied with.

- 6.13 **Abandoned Property.** As attorney-in-fact for the Owners pursuant to Section 6.8 of the Declaration of Condominium, the Association will deal with abandoned property as follows:
- 6.13.1 **Property in Common Areas and the Garage.** Any personal property including bicycles, boxes of articles, miscellaneous items, etc. deemed to be Abandoned Property pursuant to this Rule in the common areas and garage areas will be removed by the Association on behalf of the Owners as follows:
- 6.13.2 Whenever the Board determines that there appears to be Abandoned Property in the common areas and garages, it may post a notice declaring its determination and reminding Owners to remove the property or make provision with management for its proper safekeeping. In addition, management will send a notice to any known Owner of the Abandoned Property. If the property is not removed at the end of thirty (30) days, it may be

removed by the Association and disposed of in the method determined by the Board for the benefit of the Association.

6.13.3 **Abandoned Garage and Residential Units.** For the purposes of this Rule, the following shall constitute an "abandoned garage or residential unit":

6.13.3.1 The Association has not been able to make contact with the Owner for over six (6) months after monthly attempts by phone and mail (to the last known numbers) has produced no response.

6.13.3.2 The unit has not been occupied as a domicile by the Owner for over 18 months.

6.13.3.3 There is no current resident in the unit and, upon inquiry; the Association can find no one who claims an interest in the unit or responsibility for its care, safety and maintenance and the care, safety and maintenance of the associated common elements.

6.13.3.4 Association dues have not been paid for over six (6) months although monthly statements and approved collection procedures have been followed.

6.13.4 In exercise of its responsibilities to preserve and maintain the condominium and as attorney-in-fact for the Owners, the Association may enter the unit and exercise its responsibilities of preservation including:

6.13.4.1 Cleaning and maintaining the unit and its common elements in order to prevent any accumulation of filth, infestation, odors and detrimental appearance to the common elements.

6.13.4.2 To continue any rentals and occupancies in accordance with the prior conduct of the owner until contact is made from the owner and reclaims the property using any rents to discharge costs of maintenance repairs and operation of the unit. Any balance, after payment of such expenses and cost of occupancy and the association dues shall be held in a special segregated account on behalf of the Owner to which the Owner will have the same rights as to the unit if reclaimed.

7. **General.**

7.1 **Insurance.** Owners are required to maintain insurance on their unit. Provide the condominium documents to your insurer to ensure proper coverage. The Plaza office can provide the association's insurance information.

7.2 **Rule Waiver.** An Owner or Occupant may apply to the Association for a temporary waiver of one or more of the foregoing rules and regulations. Such temporary waiver may be granted by the Board for good cause shown, if, in the Board's judgment, such temporary waiver will not interfere with the rights of other Owners.

7.3 **Rule Approval.** The Association shall make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the Property and for securing the comfort and convenience of all of the Owners and Occupants.

7.4 **Circulation of Rules.** A copy of these rules and the declaration of condominium and bylaws will be provided each resident (owner and tenant) upon purchasing or renting a unit (provided by the owner) and a signed receipt will be obtained acknowledging receipt of these documents as a due

disclosure. A copy of these recodified rules shall be provided each owner and resident upon adoption by the Board who will acknowledge receipt of the copy.

- 7.5 **Spouse of Titleholder**. A spouse of a titleholder who has no legal title or interest except a dower interest has a sufficient "interest" to be an owner and member of the Association pursuant to the Condominium documents and declaration.
- 7.6 **Donation of Property to the Association**. The Board may accept donations of property by an owner, group of owners or other individuals which shall be for the common good of the Association. Any such donations must be approved in advance by the Board. Once donated, the property becomes the property of the Association. The Board has the authority to remove and dispose of any property not donated in compliance with this rule.
- 7.7 **Live Holiday Trees**. Are permitted in the building and requires the elevator to be scheduled to be delivered. Trees must be bagged coming in and when removing. Immediate clean up of dropped needles in common areas is expected when brought in and removed from the building. Resident is responsible for disposal of the tree removing it off the property. Trees may not be disposed of in the trash room. Ask office for disposal information.

8. **Access to Units.**

- 8.1 **Emergency Access**. The Association shall retain an extra key for your unit. It will be used only for emergency entry. Manager will release it only when requested to do so by your specific authorization release form (phone, written or email) for one-time specific issue to a delivery person or guest. Manager will not accompany any person to your unit.
- 8.2 **Lost Keys**. You must report lost or stolen keys, remotes and fobs immediately to the management office.
- 8.3 **Repairs**. The agents or the Association and any contractor or workman authorized by the Association or its agent, bearing proper identification, may enter any Unit at any reasonable hour of the day, after notification to the Owner or Occupant (except in case of emergency), for the purpose of correcting any condition which presents a danger of loss of damage to the Property or injury or death to any person.

9. **Moving and Use of the Elevators and Dock.**

- 9.1 **Reservations**. The time needed for each move-in and move-out of the building, and use of the elevators, loading docks, etc, for other purposes (construction, etc) must be reserved with the Manager. Manager must be given at least 24 hours notice as reservations are limited to the availability of the elevators. The requisite move in/out fee must be paid in advance when scheduling; no elevator key or access will be allowed before payment of the fee.
- 9.2 **Fees**. Refer to Fee Schedule Addendum
- 9.3 **Non Exclusive Use**. For uses, which do not require turning off the elevator to others (carrying a load of materials, etc, or single successive uses) the manager shall have discretion to charge a single \$25 fee to cover multiple uses. In such case the user will keep the elevator clean after every use otherwise the building will also charge a cleaning fee for each single use of \$20 per hour. The Manager may exercise reasonable discretion on setting reasonable fees consistent with the foregoing for special situations as they occur.
- 9.4 **Schedule Times**. The elevator may only be scheduled during times when there is direct building supervision available and building maintenance available for immediate clean-up and putting up and

taking down the elevator pads. Management will provide adequate guidelines for use to implement these rules.

Management will attempt to schedule moves and elevator use during regular business days between 8:00a.m. until 5:00p.m. unless there is some unusual circumstance and then only if approved by Management. In any event, elevator use and moving in and moving out on days other than regular business days will be restricted to Saturday between the hours of 10:00a.m. and 5:00 p.m. and Sunday 12 noon to 4pm. Note on Saturdays due to street closures during the Downtown Farmers Market hours are 1pm-5pm. The individual requesting the elevator (and ultimately the unit owner of any tenant requesting the use) will pay for any additional staff necessary to be on duty for supervision, cleaning up, putting up and taking down the elevator pads, etc., during the time the dock, lobbies and elevator are used.

- 9.5 **Cancellations.** If you have scheduled the use of the elevator and find you will not be using it you must cancel your reservation to allow others to use it and avoid charges.
- 9.6 **Owner Responsibility.** These fees will be the obligation of the Owner of the Unit involved. Costs include security of the open door, staff time, clean-up of elevators and lobbies, scheduling of loading docks, elevator and hallways, repairs and replacements of nicks, scratches to halls, lobbies and elevator.
- 9.7 **Tenant Information Prior to Move In.** Owner must provide the Plaza Association with a signed receipt by prospective tenant of their receipt of The Plaza Rules and Regulations and agreement to abide by those Rules and Regulations. The two forms must be supplied to the Plaza office and fees paid seven (7) days prior to the move-in. Manager must be given 24 hours notice of either move-in or out.
- 9.8 **Clean up.** The elevator and halls must be vacuumed upon completion of the move or construction each day.
- 9.9 **Damage.** All damage to the property caused by the moving and/or carrying of articles therein shall be paid by the Owner and shall be in addition to the regular move-in and move-out charge.

10. **Garage and Parking Area Regulations.**

- 10.1 **Restricted to Spaces.** No Owner's vehicle shall be parked anywhere on the property except in the Owner's designated parking space in the garage. Cars parked illegally may be towed at the owner's expense. ALL stalls are the property of a resident. If you park in one that is not assigned to you, you are parked illegally.

Every vehicle should park in such a manner that vehicles on either side of them are able to park and exit their vehicle effortlessly and without causing damage to the car next to them, square in your space parking all the way forward in the space. Recommended size limits are; Height -6'3" x width -6' 4" x length-18' if floor storage, car racks or hitches etc. exist, it diminishes maximum vehicle dimensions.

- 10.2 **Owner Permission for Use.** No Owner shall use, nor shall he permit his family, guests, tenants, or invitees to use garage stalls or other Owners without the permission of that Owner. (4.5) No Owner may grant permission or provide an entry device to guests, other than family members, to use his or her parking stall, or the garage, without providing the Manager with appropriate identifying information for the guest's vehicle.
 - 10.2.1 **Garage Rentals.** If you rent a parking space to another Plaza resident or a Plaza commercial employee or commercial owner a lease would be required and a complete copy of the executed lease must be supplied to the Manager within ten (10) days of execution. Lease to include owner, lessee, parking space #, garage rules and contact information of both owner and lessee.

- 10.3 **No Commercial Vehicles.** No commercial trucks, buses or vans may park in the Plaza entrance area or Garage without written permission of the Manager.
- 10.4 **Front Loading.** The front loading area (in front of the building) is for in and out passenger drop off only with no more than 10 minute stopping. This area is monitored by the Des Moines Police Dept.
- 10.5 **Storage.** Nothing may be on the garage floor except vehicles, bicycles or personally owned grocery carts and step ladders.

No items may be stored on adjoining concrete walls, ledges, or outside of approved individual storage units. In addition, parking spaces shall be free at all times from trash and debris. Lower floor storage units must not cause vehicles to extend beyond their owned space or beyond concrete supports

Management reserves the right to periodic inspections and will dispose of any items not in compliance.

- 10.6 **No Obstructions.** No vehicle belonging to an Owner or member of his family or guest, tenant or employee of Owner shall park in such a manner to impede or prevent ready access to any garage unit or other parking spaces. Each Owner, his employees, servants, agents, visitors, licensees and family shall obey all parking regulations posted by the Association in the garage and any other traffic regulations promulgated by the Association in the future for the safety, comfort and convenience of the Owners and others using the property.
- 10.7 **Blocking Parking Lobbies.** Any unattended vehicle stopped in the traffic lane by the entrance to the P1 or P2 elevator lobby location will be subject to towing and a \$25 fine. However a vehicle displaying an official handicap parking insignia may stop in the traffic lane by the entrance to the P1 or P2 elevator lobby for immediate loading and unloading.
- 10.8 **No Repair Work.** No vehicle in a non-operative condition shall be left standing anywhere on the property except in Owner or Occupant's garage unit(s). No repair work or vehicle washing shall take place on any part of the property without permission of the Building Manager.
- 10.9 **Loading Dock.** Vehicles may park in the loading dock facilities with the prior written permission of the Manager. Those vehicles parked without permission may be subject to 10.11.
- 10.10 **No Rollerblading.** No person shall be allowed to roller skate, rollerblade, or skateboard in the garage area.
- 10.11 **Removal of Vehicles.** The Association reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective Owners thereof.
- 10.12 **Car Washing.** Car washing in the garage is prohibited.
- 10.13 **Bicycles.** All bicycles must be registered with the office when stored in the garage. Bicycles must only enter and exit the building thru the garage. No bicycles may pass thru the lobby or atrium. Guests arriving with/on bicycles must leave them outside.
- 10.14 **Motorcycles.** All motorcycles must be registered with the office. No motorcycles may park in the garage common areas. Motorcycles must park in your designated parking space or pay a fee for one of the motorcycle parking spaces. A space will be assigned to you. Refer to Fee Schedule Addendum.

11. **Health, Safety and Security.** Also see the Emergency Procedure Manual.

- 11.1 **No Smoking.** The Plaza is a designated a no smoking building (except residents' units). No smoking is allowed in any common areas including the garage, foyers, lobbies, office, recreation areas, party room and stairwells.
- 11.2 **Emergency Doors.** Emergency doors may never be propped open or used for any purpose except to exit from the building. Stairway fire doors must be kept closed at all times.

12. Resident Obligations and Responsibilities.

- 12.1 **Quiet Enjoyment.** No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, which may be or become annoyance or nuisance to the other Owners or Occupants. No Owner or Occupant shall make or permit any disturbance, noises to be made on the Property, including those related to Owner-contracted construction in or improvements to units (except during weekdays from 8:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 1:00 p.m.) by family, friends, tenants, service people, or other invitees. Nor shall Owners or Occupants do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of the other Owners or Occupants. No Owner or Occupant shall play or allow to be played any musical instrument, radio, television, stereo or the like if the same may be heard outside of the Unit where such item is being played.

13. Housekeeping.

- 13.1 **Obstructions.** Hallways, sidewalks, stairways, elevators, and other portions of the Common Areas shall not be obstructed or used for any other purposes than for ingress to and egress from the Unit.
- 13.2 **All carts (grocery, luggage).** Must be returned to P1 or P2 **immediately** after use, so others may use them.
- 13.3 **Common Areas.** No garbage cans, trash barrels or other obstructing personal property shall be placed in the Common Areas and Facilities, nor shall anything be hung or shaken from the windows or balconies. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of an Apartment or exposed to the Common Areas and Facilities or the Limited Common Areas and Facilities or to the streets adjoining the Property. The Board may grant a waiver for displaying certain items from a balcony. No accumulation of rubbish, debris or unsanitary material shall be permitted in the Common Areas and Facilities or the Limited Common Areas and Facilities except in the designated trash storage areas. No vehicles, toys or other personal property shall be stored in the Common Areas and Facilities or balconies, except in the storage areas which are designated by unit numbers and are to be used exclusively by the Owners or Occupants of the unit bearing the same numbers.
- 13.4 **Cleanliness.** Each Owner shall keep his Unit in a good state of cleanliness. No refuse or private property shall be placed by the Owner, Occupant, or his tenant or service people in the Common Areas and Facilities except as shall be approved by the Building Manager. Do not leave trash and expect someone else to clean up after you. If you have an accident that causes a mess that you can't clean up, please request assistance from the office.

- 14. Trash Disposal.** All refuse shall be placed in properly tied plastic garbage bags, not exceeding twenty-five (25) pounds per bag in weight, and disposed in the rubbish chute. No loose items, pizza boxes or items which do not fit in tied plastic bags shall be placed in the rubbish chute. Cat litter must be bagged and disposed of only in the dumpster provided for residents in the trash room.

- 14.1 **Recycling.** Put Recycling items in the correct bins located in the trash room. All cardboard items must be flattened and packing material should be placed in its correct bin.
- 14.2 **Hazardous materials.** (such as paint) are not to be put in the dumpsters. You will need to dispose of at the appropriate facility.

- 14.3 **Large items.** such as packing cartons or crates, furniture, refrigerators, stoves, dishwashers and microwaves etc. will not be picked up by our trash collectors. Please call the office to make other arrangements for disposal at additional cost.
15. **Laundry Room.** Laundry facilities in the Common Areas are for the exclusive use of residents and authorized tenants only. Guests may not use the laundry facilities, tenants and owners may not invite friends over to do laundry in the common laundry rooms or do laundry on behalf of other outside the building.
- 15.1 **Do not use too much detergent.** The bubbles can cause the washer to overflow and create problems with proper drainage. Please use a low sudsing detergent.
- 15.2 **Clean up after yourself.** This includes spills, lint traps and unused soap, softener etc. that is left in the machine or spilled on the outside of the machine.
- 15.3 **Remove your items promptly.** If someone else is ready to use the machines and a washer or dryer is at the end of the cycle, clothes may be removed from washers and dryers, to the counter only. Should you have issues with allowing other residents to remove your items, it is recommended that you remain in the laundry room towards the end of your wash cycle. Any items left in the laundry rooms over a week are subject to being thrown out.
- 15.4 **DO NOT OVERLOAD THE MACHINES** as this adds to their wear and tear.
16. **Pets.**
- 16.1 **Limits.** Two (2) pets per unit (fish excluded) are allowed. Reptiles and rodents are not allowed. Those with an existing number of pets over the two (2) may remain but may not be replaced. All pets must be registered with the Manager by filling out a registration form noting if owner of pet is a renter or owner, type of pet, name (s), color, number of pets and veterinary vaccine reports turned in yearly.
- 16.2 **No Pets Without Manager Approval.** Dogs are not allowed in the building. This includes guest's dogs/pets. Pets shall be permitted only upon the prior written approval of the owner of a unit, if the request is from a tenant. This rule may not be changed except by a vote of the owners' at a duly called Owner's Meeting.
- 16.3 **Carried in Common Areas.** Animals must be carried and on a leash in all common areas, lobbies, halls, elevators and garages.
- 16.4 **Weight Limit.** No pet may exceed twenty (20) pounds.
- 16.5 **Pets Prohibited in Recreation Areas.** Pets may not be in the recreation areas.
- 16.6 **Disturbances by Animals.** Any animal which frequently or for a sustained period causes a noise or any other disturbance which can be heard in any common area or other units will not be allowed to remain on the premises. It is the owner's responsibility to cause the animal not to create such noise or disturbance.
- 16.7 **Animal Rule Violations.** If any animal or owner frequently violated these rules, including the prohibition of cat litter being disposed of in the trash chute, it will be cause for management to require that the animal shall be immediately removed from the premises.
- 16.8 **Disposal of Animal Waste.** Cat litter boxes must be kept clean and maintained in each unit. All litter must be placed in properly tied plastic bags and disposed of in the residential dumpster in the trash room. Under no circumstances should cat litter be disposed of down the trash chute. Violation of this rule shall be cause for the Management to require that the animal be removed from the building.

17. **Assistant Animal Permitted.** The prohibition on dogs shall not apply to any service Assistance animal. (service animal or emotional support animal)
- 17.1 "Service Animal" means any guide dog, signal dog, or other animal specifically trained to do work or perform tasks for the benefit of a resident with a disability. Such work or tasks may include, but are not limited to: guiding a resident with impaired vision, alerting a resident with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.
- 17.2 "Emotional Support Animal" means any companion animal that provides therapeutic benefit, such as alleviating or mitigating some symptoms of the disability, to an individual with a mental or psychiatric disability.
- 17.3 The Emotional Support Animal shall be allowed so long as the person requesting such animal presents a note from a physician or other medical professional stating that the person has a disability and that the Emotional Support Animal provides benefit for the individual with the disability.
- 17.4 The Assistance Animal must be registered with the Association before the Service Animal or Emotional Support Animal is brought into the Association. The registration must include:
- (i) A written statement from the resident's attending physician certifying that the Assistance Animal is a medical necessity for the resident.
 - (ii) A certificate signed by a licensed veterinarian or a State or local authority empowered to vaccinate service animals (or a designated agent of such authority) stating that the Assistance Animal has received all vaccinations required by applicable State and local law.
- 17.5 An Assistance Animal must be appropriately and effectively restrained and under the control of the resident while on the Association's premises. The Service Animal or Emotional Support Animal will be permitted in all common areas.
- 17.6 The Owner is responsible for the amount of all damage to the property of the Association caused by the Assistance Animal.
- 17.7 The Owner is also liable for the amount of any injury to the person or property of other residents, staff, or visitors to the Association caused by resident's Assistance Animal. Owner shall indemnify the Association for all costs of litigation and attorney's fees resulting from any such damage.

18. Building Appearance; External Living Places, Drapes

- 18.1 **External Living Places.** External Living Places must be used with concern for neighbors and persons passing below the building. Safety and comfort of persons on the street, External Living Places below must be of utmost concern to residents at all times.
- 18.1.1 **Cigarette butts.** And other objects shall not be thrown from External Living Places.
 - 18.1.2 **Secure items.** All items on External Living Places must be secured to the railing and or heavy enough not to blow off during high winds.
 - 18.1.3 **No clothing, rugs or lines** may be hung to dry or shaken from External Living Places.
 - 18.1.4 **Bird Feeding.** Bird feeding by any method is prohibited.

- 18.1.5 **Deck Carpet.** Only outdoor carpeting may be used as floor covering, except that other suitable outdoor materials may be used with prior approval. Only outdoor-type furniture is acceptable.
- 18.1.6 **Plants.** Plants must be in heavy containers, which cannot be upset by wind. Plants must be tended so no water, liquid, dirt or debris escapes from the External Living Places to the External Living Places below.
- 18.1.7 **Grills.** No charcoal or kettle type grills are allowed on the property. The Des Moines City Fire Inspector recommends electric, gas or propane grills for use. Gas/propane tanks are not allowed to be stored inside the condominium unit and need to be equipped with the new safety devices mandated. Don't allow smoke to interfere with others air quality.
- 18.1.8 **Deck Articles.** No shades, awnings, hammocks, or window guards shall be used on the External Living Places except as shall be approved by the Association.
- 18.2 **Drapes.** All drapes, drapery lining, or other window treatment visible to the exterior of the building shall be of a neutral color.
- 18.3 **Signs.** Owners and Occupants shall not place identification or other signs in any place in the building, except as shall be approved by the Building Manager.
- 18.4 **Advertising.** No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising shall be placed on any part of the Property except as provided for on the lobby bulletin board.
- 18.5 **Other Structures.** No additional building, tent or structure of any kind shall be placed, erected, kept or maintained on the Property.
- 18.6 **Antennae.** No radio, television, antennae or satellite dishes shall be affixed by the Owner or Occupant anywhere on the building or railings.

19. Recreation Facilities. Owner Responsibility. All recreational facilities are for the exclusive use of all Residents and their guests. Residents are responsible for the conduct of their guests. Each unit shall invite no more than four (4) guests at one time to use the whirlpool, sauna, pool or exercise room. No person may attempt the exclusive use of any recreational area. A Resident must accompany all guests throughout their stay in these areas.

Assumption of Risks. All persons using the pool, tennis courts, whirlpool, sauna, tanning bed and exercise room do so at their own risk.

Personal Conduct. All persons shall comply with the reasonable requests of the Association respecting matters of personal conduct in or about any recreational facility.

Personal Articles. Users of the recreational facilities are responsible for taking away with them when they leave all articles they bring to the area. The Association shall store personal articles found on the premises for 30 days and shall dispose of those unclaimed articles remaining after 30 days. The Association assumes no responsibility for personal property left in the whirlpool area, sauna, exercise room, outdoor pool or tennis court area.

19.1 **Health Club** .Exercise Facilities Hours. Hours for use for spa and Exercise facilities are available 24 hours. Please limit your use to 30 minutes per machine if people are waiting.

19.1.1 **No smoking, alcohol,** tobacco, food or controlled substances shall be permitted in the exercise room.

- 19.1.2 **Glass Containers.** No glass containers of any kind shall be permitted in the pool area, sauna, whirlpool and exercise room.
- 19.1.3 **No pets** shall be allowed.
- 19.1.4 **Cleanliness.** All persons using the facilities are responsible for keeping it clean and presentable.
- 19.1.5 **Age Limit.** No persons under the age of sixteen (16) shall be permitted in the exercise area unless under the supervision of an adult.
- 19.1.6 **Loud Voices.** Voices shall be kept at normal conversational levels.
- 19.1.7 **Profanity.** No foul language or shouting is permitted.
- 19.1.8 **Electronic Equipment.** Radios, television sets, tape recording or playing device and all other similar devices shall not be used in the whirlpool, sauna, exercise room, outdoor pool and tennis court area, unless battery operated and used with head phones.
- 19.1.9 **No Equipment To Be Taken.** No Equipment shall be removed from the area.
- 19.2 **Sauna.** Hours of use are the same as the Exercise facilities are available 24 hours.
 - 19.2.1 **Caution.** Use only enough water to get sauna rocks damp. Any excess water damages the heater.
 - 19.2.2 **No smoking, alcohol,** tobacco, food or controlled substances shall be permitted.
 - 19.2.3 **Glass Containers.** No glass containers of any kind shall be permitted.
 - 19.2.4 **No pets** shall be allowed.
 - 19.2.5 **Cleanliness.** All persons using the facilities are responsible for keeping it clean and presentable.
 - 19.2.6 **Age Limit.** No persons under the age of sixteen (16) shall be permitted in the area unless under the supervision of an adult.
 - 19.2.7 **Loud Voices.** Voices shall be kept at normal conversational levels.
 - 19.2.8 **Profanity.** No foul language or shouting is permitted.
 - 19.2.9 **Electronic Equipment.** Radios, television sets, tape recording or playing device and all other similar devices shall not be used in the whirlpool, sauna, exercise room, outdoor pool and tennis court area, unless battery operated and used with head phones.
- 19.3 **Tanning Room** Hours are the same as the office hours to receive tanning tokens. Only residents may use the tanning bed.
 - 19.3.1 **State required forms** must be filled out prior to use. First come first serve basis.
 - 19.3.2 **Maximum tanning** time is 20 minutes or two tokens.
 - 19.3.3 **Goggles must be worn** in tanning bed and shown when getting tokens.

- 19.3.4 **No smoking, alcohol**, tobacco, food or controlled substances shall be permitted in the exercise room.
- 19.3.5 **Glass Containers**. No glass containers of any kind shall be permitted.
- 19.3.6 **No pets** shall be allowed.
- 19.3.7 **Cleanliness**. All persons using the facilities are responsible for keeping it clean and presentable.
- 19.3.8 **Age Limit**. No persons under the age of eighteen (18) shall be permitted.
- 19.3.9 **Loud Voices**. Voices shall be kept at normal conversational levels.
- 19.3.10 **Profanity**. No foul language or shouting is permitted.
- 19.3.11 **Electronic Equipment**. Radios, television sets, tape recording or playing device and all other similar devices shall not be used in the whirlpool, sauna, exercise room, outdoor pool and tennis court area, unless battery operated and used with head phones.
- 19.4 **Swimming Pool**.
 - 19.4.1 **Pool Hours**. Hours for use of the outdoor pool are from 8:00 a.m. to 12:00 a.m. Follow the rules of all additional signs posted at the pool.
 - 19.4.2 **Showers must** be taken before entering the whirlpool and outdoor pool. Swimmers must dry off before reentering the building common hallways.
 - 19.4.3 **No smoking, tobacco**, food or controlled substances shall be permitted in the elevated pool area. **Alcohol and beverages** in individual quantities are permitted but anyone showing signs of public intoxication will be asked to leave.
 - 19.4.4 **Glass Containers**. No glass containers of any kind shall be permitted in the pool area or whirlpool.
 - 19.4.5 **No pets** shall be allowed in Pool or whirl pool area.
 - 19.4.6 **Cleanliness**. All persons using the facilities are responsible for keeping it clean and presentable.
 - 19.4.7 **Age Limit**. No persons under the age of sixteen (16) shall be permitted in the exercise area unless under the supervision of an adult.
 - 19.4.8 **Loud Voices**. Voices shall be kept at normal conversational levels.
 - 19.4.9 **Profanity**. No foul language or shouting is permitted.
 - 19.4.10 **Electronic Equipment**. Radios, television sets, tape recording or playing device and all other similar devices shall not be used in the whirlpool, sauna, exercise room, outdoor pool and tennis court area, unless battery operated and used with head phones.
 - 19.4.11 **No Running**. No running, pushing or scuffling shall be permitted in the whirlpool, recreation and outdoor pool areas. There shall be no splashing of water.

- 19.4.12 **No Furniture To Be Taken.** No furniture shall be removed from the area.
- 19.4.13 **Personal Conduct.** All persons shall comply with the reasonable requests of the Association respecting matters of personal conduct in or about any recreational facility.
- 19.4.14 **Pool Articles.** Toys or other floating devices or objects shall be permitted in the outdoor pool areas only when the use of such objects does not interfere with the enjoyment of the pool by others.
- 19.4.15 **Loose Items.** All hairpins and other such materials shall be removed before entering the whirlpool and outdoor pool.
- 19.4.16 **Apparel.** Full swimming trunks or swimming suits shall be worn in the whirlpool, sauna and outdoor pool. Whirlpool, sauna and outdoor pool users shall don appropriate robes and footwear when in transit between their Unit and respective area.
- 19.5 **Whirlpool.** Hours for use for spa and Exercise facilities are available 24 hours. Please limit your use to 30 minutes per machine if people are waiting.
- 19.5.1 **Use exhaust fan while whirlpool jets are on.**
- 19.5.2 **Do not use bubbles, oils, or soaps** in the whirlpool or pool. It would require them to be closed down, drained and cleaned at your expense.
- 19.5.3 **Apparel.** Full swimming trunks or swimming suits shall be worn in the whirlpool, sauna and outdoor pool. Whirlpool, sauna and outdoor pool users shall don appropriate robes and footwear when in transit between their Unit and respective area.
- 19.5.4 **Showers must** be taken before entering the whirlpool and outdoor pool. Swimmers must dry off before reentering the building common hallways.
- 19.5.5 **No smoking, tobacco,** food or controlled substances shall be permitted in the elevated pool area.
- 19.5.6 **Glass Containers.** No glass containers of any kind shall be permitted in the pool area or whirlpool.
- 19.5.7 **No pets** shall be allowed in Pool or whirl pool area.
- 19.5.8 **Cleanliness.** All persons using the facilities are responsible for keeping it clean and presentable.
- 19.5.9 **Age Limit.** No persons under the age of sixteen (16) shall be permitted in the exercise area unless under the supervision of an adult.
- 19.5.10 **Loud Voices.** Voices shall be kept at normal conversational levels.
- 19.5.11 **Profanity.** No foul language or shouting is permitted.
- 19.5.12 **Electronic Equipment.** Radios, television sets, tape recording or playing device and all other similar devices shall not be used in the whirlpool, sauna, exercise room, outdoor pool and tennis court area, unless battery operated and used with head phones.

- 19.5.13 **No Running.** No running, pushing or scuffling shall be permitted in the whirlpool, recreation and outdoor pool areas. There shall be no splashing of water.
- 19.5.14 **Personal Conduct.** All persons shall comply with the reasonable requests of the Association respecting matters of personal conduct in or about any recreational facility.
- 19.5.15 **Loose Items.** All hairpins and other such materials shall be removed before entering the whirlpool and outdoor pool.
- 19.6 **Tennis and Basketball Courts.** Hours for use are from 8:00 a.m. to midnight.
- 19.6.1 **Footwear.** Only tennis shoe footwear is permitted, no hard sole shoes are allowed.
- 19.6.2 **Glass Containers.** No glass containers are permitted in the court areas.
- 19.6.3 **No pets** shall be allowed on Decks or Tennis Courts
- 19.6.4 Not to be used for private gatherings without prior permission.
- 19.6.5 **Cleanliness.** All persons using the facilities are responsible for keeping it clean and presentable.
- 19.6.6 **Age Limit.** No persons under the age of sixteen (16) shall be permitted in the outdoor areas unless under the supervision of an adult.
- 19.7 **Party Room.**
- 19.7.1 **Party Home Hours.** Hours are 8am to 1am. All residents have access to the party 24 hrs a day with their fob to use the library, watch TV. When an event is scheduled please place the Party Room is closed sign out between the Party Room door and the health club door. The Party Room must be cleaned and vacated by 1 a.m. See Party Room Addendum for reservation form.
- 19.7.2 **Scheduling.** The party room may be scheduled by owners and by tenants if the owner has given written consent to the office to be responsible for any damage or charges not paid by the tenant. The resident reserving the Party Room must be in attendance for the entire time to oversee the event.
- 19.7.3 **Cancellations.** If you will not be using the Party room as scheduled contact the office promptly to allow others to schedule the room.
- 19.7.4 **Capacity.** Maximum capacity is 50 people.
- 19.7.5 **No pets** shall be allowed in Party Room.
- 19.7.6 **Age Limit.** No persons under the age of sixteen (16) shall be permitted in the party room unless under the supervision of an adult.
- 19.7.7 Party Room guests are NOT ALLOWED use of any other facilities including the exercise room, whirlpool, sauna, and outdoor swimming pool or wander the halls.
- 19.7.8 **Smoking is not permitted** in the party room or any common interior area.
- 19.7.9 **Kegs are not allowed.**

- 19.7.10 **Live entertainment** is not permitted without board approval. Loud music/noise that is bothersome to residents in surrounding units and floors is not permitted.
- 19.7.11 **The sale of alcohol is not permitted.** Underage guests are not allowed alcohol.
- 19.7.12 **Fee, Deposit and charges.** Refer to Fee Schedule Addendum. Anyone other than an owner must pay a deposit at the time of scheduling. The deposit will be returned after the event and there are no cleaning or damage charges. If the charges exceed the deposit the owner will be responsible if the tenant does not pay.
- 19.7.13 **Cleaning.** The user of the room is responsible for cleaning and returning the room to its original condition ready for the next use including putting away folding chairs, arranging table and chairs etc. If the user desires the Plaza to clean the room following use, or the room is not properly cleaned up, the Plaza staff will clean it. Refer to Fee Schedule Addendum.
- 19.7.14 **No Furniture to Be Taken.** Only Folding tables, chairs and rolling cart maybe reserved from the party room for use in your unit and only if no one has the party room reserved or if the one who has the party room reserved doesn't need it for their function.
- 19.7.15 **Personal Articles.** Users of the recreational facilities are responsible for taking away with them when they leave all articles they bring to the area. The Association shall store personal articles found on the premises for 30 days and shall dispose of those unclaimed articles remaining after 30 days. The Association assumes no responsibility for personal property left in area.
- 19.7.16 **Personal Conduct.** All persons shall comply with the reasonable requests of the Association respecting matters of personal conduct in or about any recreational facility.
- 19.7.17 **Addendum Party Room Form attached**

The foregoing is hereby certified as constituting all of the Rules and Regulations of the Plaza including Board action through May 19, 2014.

Michael Bowser, Secretary