

## Rules and Regulations

### SoHo Lofts Condominiums

The SoHo Lofts Condominiums has been created with the objective of providing congenial and dignified residential living and separate commercial space. These Rules and Regulations have been adopted by the Council of the Council of Co-Owners of SoHo Lofts Condominiums, Inc. (the "Council") with that objective in mind. They are intended to contribute to preserving a clean and attractive environment, and to assuring the peaceful enjoyment of the Condominium. They are also intended to protect and enhance the value of all property in the Condominium. They are not designed to unduly interfere, restrict or burden the use of the property. "Manager" shall mean a management agent or firm hired by the Council, if any. "Exterior" shall refer to any surface or direction facing the outside, whether facing the courtyard or the perimeter of the property.

The Unit Owners, tenants, occupants or residents and their guests are expected to abide by these Rules, which are meant to supplement the provisions of the Master Deed and Declaration and By-Laws of the Condominiums.

1. Occupancy. Each residential unit shall be occupied by no more than two (2) persons or otherwise unrelated individuals living together per bedroom or as a single-family unit. Unit Owners, family, residents, and occupants of units shall bind themselves to their successors, heirs, and assigns to this restriction unless and until modified by action of the Council.

2. Professional Activities. Professional activities permitted by applicable governmental zoning or other regulations may be permitted in the SoHo Lofts Condominiums. Except as for a Commercial Unit, no business, commercial or office activities (wherein the public or employees shall be invited or allowed) shall otherwise be permitted in or about any Unit.

3. Exterior Treatment. Unit Owners shall not cause or permit anything to be hung, affixed, attached, or displayed on the inside or outside of windows or placed on the outside of walls, roofs, or doors of any building in the SoHo Lofts Condominiums and no signs, including but not limited to posters, "For Sale" or "for Rent" or signs of like nature, or window displays or advertising shall be permitted except for signs approved by the Council, which permission and approval shall not be unreasonably withheld or delayed, to retail occupants. No awnings, canopies, or shutters shall be affixed to or placed upon the exterior walls or doors, roof or any other parts thereof exposed on or at any window. Further, nothing shall be attached or hung from terraces, decks or patios or placed on any windowsills (including without limitation a window-unit air conditioner or heater) or in any of the common areas. No rugs or mops shall be shaken or hung from any window, doors, decks, patios, or terraces. No clothes, blankets, laundry, or any other kinds of articles shall be hung out of the building. Provided, however, that the Unit Owner of a Commercial Unit shall be permitted to erect signage in conformity with all governmental regulations after prior, formal approval of the Council, which approval may be arbitrarily withheld. No sign, signal,

illumination, advertisement, poster, notice, or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed, or exposed on or at any window, exterior door, or on any part of the exterior of any Unit, or in or on the interior of any Unit if the same shall be visible from the exterior of such Unit. No lights are allowed on the exterior of doors, windows and sliders.

4. Keys. The Council, or its designated agents, may retain a pass key to the premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Council. In case such consent is given, the Unit Owner shall provide the Council, the Manager, or its designated agents, an additional key pursuant to its right of access as described above.

a. If any keys or keycards are entrusted by a Unit Owner or occupant or by any other member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to any employee of the Council or the Manager, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Council shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

b. A charge of fifty dollars (\$50.00) will be charged to Unit Owner/occupant for any lost front door keys (or keycards for any other access) or requests for additional keys or keycards. This must be received by the Council or the Manager prior to issuance of the key. Payment may be made by check, money order, or cash. Checks and money orders must be made payable to the Council of Co-Owners of SoHo Lofts Condominiums Association, Inc.

c. The Council or the Manager may retain a pass key to the Units. The Unit Owners shall not alter any lock or install a new lock on any door leading into a Unit without the prior written consent of the Manager in each instance. If such consent is given, the Unit Owner shall provide the Manager with a key for the use of entry to the Unit. A Unit Owner's privacy is not intended to be intruded upon, and such key shall not be used except in a personal or property emergency, or for maintenance or repair of the Common Area.

5. Damage Charges. The Council may charge to a Unit Owner the cost to repair any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner's (or such Unit Owner's guests', invitees' or tenants') misuse of such system.

6. Structural Integrity of Building. Nothing shall be done in or on any Unit, or to any of the common areas and facilities of any Condominium in the SoHo Lofts Condominiums or the community areas and facilities which will impair the structural integrity of any buildings or which will structurally change any of the buildings in the SoHo Lofts Condominium.

7. Grounds, Landscaping. Unit Owners shall have no right to make any changes in or additions to any of the landscaping, grounds or other common areas adjoining patios and courts, except as specifically authorized and designated by the Council from time-to-time.

8. Exterior Painting. Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building or exterior doors in the SoHo Lofts Condominiums.

9. Window Treatment. Each Unit Owner shall be required to furnish, at his or her sole expense, drapes and/or curtains for all exterior windows of the Unit and if so required to have that portion of the drape and/or curtain facing the outside to be made or lined with a white colored material so that the drapes and/or curtains on all Units to the extent that they can be observed from outside the Condominium shall be white in color so as to have a uniformity of appearance.

10. Thermostats. Each Unit Owner shall be required to keep the thermostat temperature within his or her Unit at a minimum setting of fifty-five (55) degrees from October 1 to April. The dial must be set on heat during this period of time at all times.

11. Tenant Change Information. The Council and/or its Manager shall be notified of the names and dates of all tenants moving in or moving out of the condominium prior to such events, in writing.

12. Intercom Directory. No name change will be made to the intercom directory until a copy of the lease or occupancy agreement of the new tenant or occupant is received by the Council or its Manager.

13. Consent and Approvals. Any consent or approval given under these Rules and Regulations may be added to, amended or revoked at any time by resolution of the Council in its sole discretion.

14. Employees. No Unit Owner shall send any employee or agent of the Council or the Manager out of the SoHo Lofts Condominiums on any private business of such Unit Owner, nor shall any such employee or agent be used for the individual benefit of any Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners while said employee(s) are acting on behalf of the Council or its Manager. This does not exclude the employee(s) from performing such work outside of the normal work hours Monday through Friday, 9:00 A.M. to 5:00 P.M. Neither the agent nor the Council is liable in any way for said employee(s) contract work with any Unit Owner.

15. Complaints. Any complaint regarding the management of the SoHo Lofts Condominiums or regarding the action of other Unit Owners shall be made in writing to the Council or the appropriate committee appointed by the Council.

16. Payment of Fees. If a Unit Owner, at his or her own risk, pays his or her monthly charge directly to a person unauthorized to accept such payment on behalf of the Association, the Council or its appointee will endeavor to mail or otherwise forward a receipt for such payment turned over to it, but the Council accepts no responsibility in

this matter.

17. Late Fee Charges. Any Unit Owner who owes any amount to the Condominium Association, including without limitation monthly payments of common expenses, has not paid within ten (10) days after the due date will have a late payment fee of \$25 assessed as of that date. Any further costs, including legal fees, will be assessed to the Unit. All payments greater than 30 days late will be assessed a \$50 fine on the first of each successive month until paid in full. Thirty (30) days following non-payment of any assessments or monthly common expenses, the Council may retain an attorney to collect any monies owed by such Unit Owner, for which the Unit Owner will be assessed all such fees and costs

18. Cancellation of Insurance. Nothing shall be done or kept which will increase the rate of insurance of any of the buildings or contents thereof, applicable for residential use, without the prior written consent of the Council. No Unit Owner shall permit anything to be done or kept in the common or community areas or facilities which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste or recycling shall be permitted in the common or community areas and facilities except where specifically designated.

19. Notice of Accident or Fire. Damage by fire or accident affecting any common or community area or facility or the liability of the Unit Owners will be promptly reported to the Council immediately following the occurrence thereof.

20. Access to Laundry Room. The laundry room shall at all times be kept free of clothing and other personal items that are not in the process of being laundered. Items being laundered must be moved out of machines promptly after the cycles have ended. The laundry room is primarily intended for use by Unit Owners on the fourth floor, but is available to other (non-commercial) Unit Owners in emergency situations.

21. Vestibule Area Signs. No signs, notes, posters, bills or letters shall be affixed to the buzzer or intercom panel, the front door vestibule areas or the mailboxes.

22. Common Areas. The common area sidewalk, hallways, lobbies, and stairways must be kept clear of all personal objects at all times. Any object such as bicycles, motorcycles, boxes, doormats, boots, shoes, umbrellas and personal items or luggage, etc., left in the hallways, lobbies, stairwells, passageways, entrances or other common areas will be removed and disposed of without the Unit Owner's consent and at the cost of the Unit Owner and with no liability to the Condominium Association or its Manager. Any bike chain or lock will be cut in order to remove a bike located in a common area except for bikes in a designated bike rack. No items are allowed to be chained to the outside fence or poles outside of the building or adjacent thereto. Neither the Council nor its Manager is responsible for the removal, loss, or theft of a resident's personal objects from the common areas, limited common areas, or from a resident's apartment. Smoking is not permitted in any common area. Smoking is permitted in individual units, with the provision that the front door to the unit be kept closed, and subject to all terms in the By-Laws and these Rules and Regulations regarding odors.

23. Waste System. The toilet bowls and water apparatus shall not be used for any purpose other than for which they are constructed, and sweepings, rubbish, rags, or other articles shall not be thrown therein. Any damage resulting from the misuse of any of the foregoing items shall be repaired by the Unit Owner at the Unit Owner's own cost, and, in the event of the Unit Owner's failure to do so, the Council and/or the Manager shall cause such repairs to be made and charge the Unit Owner for the cost thereof.

24. Trash Removal. Refuse from residential units shall be placed in plastic garbage bags, tied and deposited in the trash chute on each floor in such manner as the Council or the Manager shall direct. All boxes shall be cut down or knocked down and put in the recycling facilities along with all other recyclable refuse.

26. Trash and Littering. It is the Unit Owner's responsibility to remove any oversized or city-unacceptable size trash or rubbish. Failure to remove same may cause the Council and/or its Manager to remove same and charge the Unit Owner for the cost thereof. There will be no littering. Paper, cans, bottles, cigarette butts and other trash are to be deposited in appropriate trash containers and recycling bins as appropriate.

27. Use of Premises. No part of the SoHo Lofts Condominiums shall be used for any purpose other than the purposes for which such part has been designated by the Council from time-to-time.

28. Rollerblading/Skateboarding. Rollerblading and skateboarding anywhere on the premises is strictly prohibited.

29. Evictions. The Condominium Association and/or its Manager reserve the right to evict any tenant at the expense of the Unit Owner for failure to comply with the condominium Rules and Regulations.

30. Disturbances. No nuisances, disturbances, parties or any obnoxious or offensive activity is allowed in any unit or common area which is a source of annoyance to other residents or which may interfere in the quiet enjoyment of any resident of the condominium. Volume of television sets, radios, phonographs, musical instruments or other devices shall be lowered after 11:00 P.M. and shall at all times be kept at a sound level which avoids annoying or disturbing other residents within the Condominium.

31. Elevators. All move-ins and move-outs and large deliveries of furniture or equipment are to be via the elevator only. The elevator shall be protected at all times with pads and protectors. This regulation shall be strictly enforced. Use of the elevator for freight must be scheduled in advance through the Council or its Manager. All items to go into the elevator shall be at the elevator doors at the time of loading. The elevator will not be held at any floor for any extended period of time. All items should be carefully bundled with no projecting parts prior to placing in the elevator cab. No object shall project outside of the cab.

32. Hazardous Materials. The storage area is the only area approved by the Council for storing residents' personal items. No hazardous materials may be stored in

the storage area. Any hazardous materials found in such storage areas may be removed by the Condominium Association and /or Manager and the Unit Owner responsible will be charged for such removal. No Unit Owner or occupant or any of his agents, servants, employees, licensee, lessees, or visitors shall at any time bring into or keep in his unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such igniting and cleaning fluids as are customary for residential or office use.

33. Use at Sole Risk. The storage areas shall be used at the sole risk of the Unit Owners, and the Council or the Manager shall not be liable for loss, destruction, theft, or damage to any property stored in this area, or any other common area.

34. Common Area Maintenance Requests. All common area maintenance requests should be made to the Manager. The Building Superintendent and staff are instructed not to take maintenance requests directly. Do not disturb the maintenance superintendent by going directly to him while he is in the building or cleaning outside the building. The Manager's telephone number shall be posted in the vestibule of the building.

35. House Pets. Each Unit Owner is allowed two pets. (1 or 2) Domestic cats or (1 or 2) dogs weighing no more than 40 pounds each, after obtaining prior written consent of the Council; provided, however, that legally handicapped or partially handicapped persons may keep one (1) assisted-living dog in excess of 40 lbs. Any owner with a dog over 40 pounds must have acquired the dog prior to being under contract to purchase the unit. Unit Owner may be asked to supply proof of ownership prior to Contract date. Upon the death of the dog or its otherwise removal from the Unit, any new dog acquired by the Unit Owner must fall within the above guidelines of no more than 40 lbs. No other exceptions will be made. Furthermore, the following breeds of dogs are not allowed to reside in a Unit under any circumstances: American Staffordshire Terrier, Boxer, Pit Bull Terrier, Chow Chow, Doberman Pinscher, German Sheppard, Great Dane, Rotweiler, Siberian Husky, Japanese Tosa, Argentine Dogo, Mastiff, Filas Braileiro or any other breed deemed dangerous by the United States Insurance Institute. If pets create noise, or in any way create a disturbance or unpleasantness, the Council will give the Unit Owner a written warning and no more than ten (10) days for the issue to be permanently resolved, and if not so resolved, the Council will be forced to revoke its consent, in which case the pet must be immediately removed. The Unit Owner where a pet is kept or maintained shall be responsible and may be assessed by the Council for any damages to the Condominium resulting from the maintenance of said pet. Each Unit Owner shall indemnify and hold the Council harmless against loss or liability resulting from pets. Dogs and cats must be kept on a leash not to exceed six feet in length whenever they are in common areas. They will not be tied or left unattended in common areas, including walkways and stairways, and are not allowed to run free. Dogs and cats will not be walked and allowed to relieve themselves on lawns, sidewalks, parking areas, roadways, or any other area not specifically designated for dog and cat walking. No reptiles, rodents, pigs or birds are allowed at any time or under any circumstances.

36. Canvassing, Peddling or Soliciting. No person, including any Unit Owner, shall enter or go through the Condominium for the purpose of canvassing the

residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions. However, such canvassing, vending, peddling, soliciting or distribution may be made with the prior written consent of the Council. During the initial sales period the Declarant, its agents, and their employees, may engage in such activities in connection with its sales and (if any) leasing activities.

37. Control Over Employees. No Unit Owner shall engage any employee of the Condominium on any private business, nor shall he direct, supervise or, in any manner, attempt to assert control over any such employee, unless authorized by the Council.

38. Illegal Acts. No person shall do any act that conflicts with any applicable laws, ordinances, zoning and other governmental regulations, and all applicable Rules adopted by the Council nor commit any illegal or unlawful act in, upon or about the Condominium.

39. Wind Chimes and Wind Socks. Wind chimes and wind socks are prohibited in common or limited common areas, including decks, balconies, and patios.

40. Bird Feeders. Bird feeders and other animal feeders are prohibited in common or limited common area, including decks, balconies, and patios.

41. Yard Sales. Yard sales, tag sales, garage sales and other similar activities are prohibited except as specifically authorized by the Council.

42. Planters and Flower Pots. Planter and flower pots may be placed on balconies. Planters, flower pots, and their plants will not be placed on the top of or attached to any balcony railing. The hanging of planters and flower pots is prohibited. Plants must be maintained so they do not litter on common or limited common areas, including balconies, decks and patios. Any dead or diseased plants must be promptly removed by the Unit Owner or occupant.

43. Outdoor Grills. [underlined and bold text approved by Council of Co-Owners 1/8/2015] No outdoor grills or fryers shall be permitted on any balcony. Conforming grills, smokers or fryers are permitted in designated locations within the courtyard only, and shall be promptly removed after use. Under no circumstances may **any equipment that generates an "open flame" such as charcoal, propane or wood grills, smokers or fryers or outdoor stoves be used anywhere in or around the building. Only certified Underwriters Laboratory (UL) electric grills may be used on the premises.** The storage and use of outdoor grills, smokers or fryers will be in full compliance with all applicable state and local laws, ordinances, and regulations. In the event that said laws, ordinances and regulations conflict with the rules and regulations of the Council, the more restrictive will always apply. The use of outdoor grills, smokers or fryers within ten (10) feet of the exterior of a unit and within ten feet of any structure including decks, balconies and patios, or in any common area specifically designated by the Council is prohibited; provided, however, compliant grills may be used by Unit Owners of Units 202, 204, 210, 212, and 214 in their adjacent "Private

Courtyards.” Outdoor grills and fryers must be attended by an adult at all times while in use. Recognizing the hazards inherent in the storage and use of outdoor grills, the Unit Owner or occupant is responsible for storing or using such a grill assumes responsibility for any and all damages incurred incident to said storage and use. The Unit of the responsible Unit Owner or resident will be assessed the cost of all repairs necessary to restore the property to its original condition.

44. Resales. It is the obligation of the current Unit Owner to notify the Council of a pending sale of a Unit, including a copy of the contract (as and when it may be amended). The seller is to provide the buyer with one copy each of the Master Deed and Declaration of Condominium of SoHo Lofts Condominiums, the By-Laws of Nulu Lofts Condominiums and these Rules and Regulations prior to or upon closing. It is the obligation of the new Unit Owner to notify the Council of the purchase of a Unit.

45. Rentals. Unit Owners are responsible for advising the Council or its Manager in writing of the rental of the unit address and the name(s) of the renter(s) or occupant(s) within ten (10) days of the execution of the lease agreement. No unit shall be rented or leased, except for definite terms of at least six (6) months. Unit Owners will ensure that the renter is furnished with one copy each of the Master Deed and Declaration of Condominium of SoHo Lofts Condominiums, the By-Laws of Nulu Lofts Condominiums and these Rules and Regulations prior to or upon the signing of the lease agreement. The Unit Owner will include as an attachment to any original or renewed lease agreement the following clause, will obtain a signed statement acknowledging the inclusion of this clause, and will provide a copy of the acknowledgment to the Council or its Manager within ten (10) days of the execution of the lease agreement:

“This lease is subject to all provisions of the Master Deed and Declaration of Condominium of SoHo Lofts Condominiums, the By-Laws of SoHo Lofts Condominiums and these Rules and Regulations, as may be amended from time-to-time. In the event of a conflict between this lease and those condominium documents, the Condominium Instruments will take precedence. The Council of Co-Owners of SoHo Lofts Condominiums, Inc. has the right to enforce the terms and conditions contained within of those condominium documents in the name and stead of the Landlord. Tenant acknowledges that Tenant has received a copy of those condominium documents.”

46. Common Element of Personal Property. Under no circumstances shall any Unit Owner or any agent, guest, invitee or employee of a Unit Owner, be permitted to move or remove any personal property comprising the Common Elements and/or owned by the Council for the Unit Owners’ exclusive use or possession.

47. Garage Activities. No painting, washing, waxing, repair, maintenance of any vehicles will be permitted in the garage area. In addition, no motor homes, campers or recreational vehicles will be permitted in the garage area at any time.

48. Roof. Under no circumstances shall any Unit Owner or a Unit Owner's agent, guest, invitee or employee be permitted on the roof of the Building at any time.

49. Any and all repairs, maintenance and decorating within any Unit shall be conducted between the hours of 7:00 a.m. and 7:00 p.m., except in case of emergency.

50. Amending Rules and Regulations. Right is specifically reserved to the Council to rescind, change, or amend these Rules and Regulations and to adopt such other rules and Regulations as from time to time the Council may deem necessary.