

Buck Creek Plaza Condominium Association
Rules & Regulations
Updated February 9, 2004

Pursuant to the Declaration of Condominium for Buck Creek Plaza Condominium ("Declaration") and the By-laws, the Board of Directors ("Board") of the Buck Creek Plaza Condominium Association ("Association") has adopted the following Rules and Regulations to govern the use and enjoyment of the Buck Creek Plaza Condominium ("Project"). The word "project" includes all condominium units and the general common elements. Every owner, guest, members of owner's family, employees, invitees, tenants, (lessees) and licensees (collectively know as "Occupant") are subject to and shall adhere strictly to these Rules and Regulations. The Board desires to insure the highest possible standard of living experience within the project. In order to accomplish that objective, the Board must have the cooperation of all occupants.

1. **Common Areas.** Common areas (landscaped areas, parking areas, sidewalks and hallways) are for use by any occupants. Any common sidewalks, driveways, entrances, or passageways shall not be obstructed or used for any other purpose than ingress to and egress from the units, nor shall these be used as play areas. No occupant shall place on or remove from the project grounds plants of any description without the prior consent of the Board of Directors.

External water faucets and electrical outlets located in common hallways are for the exclusive use of designated maintenance personnel and are not to be used by occupants of the project.

2. **Lease requirements.** Any owner of a condominium unit shall have the right to lease his condominium unit upon such terms and conditions as he may deem advisable subject to the following. Any lease shall be in writing and shall provide that the lease is subject to the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association and these Rules and Regulations. Only an entire condominium unit may be leased, not any portions thereof and no parking space may be leased separately. Any failure of a lessee to comply with the terms of the Declaration or the Articles of Incorporation or the By-Laws or these Rules and Regulations shall be a material default under the Lease enforceable by the Association or its Managing Agent.

The Board has approved a standard Lease Addendum, which all owners shall be required to use in cases of leases of more than thirty days. Each owner shall keep on file at the offices of the Condominium Association, or its Manager, (1) an executed copy of any current lease between that owner and his tenant, together with an executed copy of the Association's Lease Addendum and (2) a completed Tenant Information Form.

3. **Insurance.** Nothing shall be done within the project which might result in an increase in the premiums of insurance obtained for any portion of the project or which might cause cancellation of such insurance.

4. **Willful or Negligent Acts.** In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of action by any occupant and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at such Owner's cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in the event of an emergency, such Owner shall be given ten (10) days prior notice within which to perform the required maintenance, repair or work.

Any damage to common areas or common personal property caused by an occupant shall be repaired at the expense of that unit owner.

5. **Violation of the Law.** Nothing shall be done within the project which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

6. **Pets. No tenant or guest of an owner may keep a pet within the project.** No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained within the project except that dogs, cats or other household pets, not more than two in number per unit, may be kept by an owner of a condominium unit, provided that such owner shall keep his pet on a leash when outside of his condominium unit and shall abide by all governmental ordinances and laws. Pet owners are to clean up after their pets and dispose of the same in a suitable container. The Association or any owner of a condominium unit may summon any appropriate authority, including the Association manager or police, to enter the general common elements, including, but not limited to, any balcony, patio or storage closet, to remove any pet running at large in the general common elements. No pets shall be tethered to any portion of the general common elements. In addition, any pet, which, in the opinion of the Board causes a repeated disturbance or is objectionable in any way, shall be removed from the project permanently upon 24-hours written notice to the pet's owner.

7. **Trash and Unsightly Uses.** The Association has provided outside garbage containers. The containers are located adjacent to the parking areas. All garbage shall be placed in sealed plastic bags. All boxes must be broken-down and disposed of in the garbage containers provided. No trash shall be brought in from off property. Any oversized items that cannot be conveniently placed in the dumpster require a special pick-up. The Association's manager will arrange this for the requesting tenant and bill the additional charge to the tenant. No part of the General Common Elements shall be used either for storage of personal property or for dumping of garbage, trash or waste.

8. **Patios and Balconies.** No occupant shall store, display or dispose of any items or material on any patio or balcony other than (1) outdoor furniture, (2) not more than one face cord of firewood stacked in the accepted cord fashion and (3) one grill, as described in Paragraph 9. No rugs or other materials shall be dusted from windows, balconies,

decks, or patios by beating or shaking. No additional lighting shall be installed on any patio or balcony except with the written permission of the Association.

9. **Grills.** Although propane or electric barbeque grills may be used on a patio or balcony, any person using any such barbecue grill shall keep within his condominium unit a fire extinguisher of five pounds minimum capacity rated for Type A, B, C fires. No charcoal grill shall be permitted on a patio or a balcony. The Board may require the use of any additional safety features, which it deems necessary for the safe use of barbecue grills on balconies and patios or may prohibit their use in such areas.

10. **Parking Areas.** The Association provides each condominium unit with two undesignated parking spaces. In that connection the Association will issue two parking permits to be placed on any vehicles, which will utilize parking areas within the project. No unit may have more than two vehicles. Motorcycles shall be counted as vehicles. The Association may designate areas in which motorcycles must be parking during the winter season from November 1 through May 1 of each year. The Association may provide designated guest parking areas in which all guests must park their vehicles. No commercial vehicle, no trucks and no recreational vehicles shall be stored or parked within the project. Trucks and commercial vehicles shall include, but not be limited to, any vehicle in excess of $\frac{3}{4}$ ton. A recreational vehicle shall include, but not be limited to, motor homes, motor coaches, buses, pick-up trucks with camper tops or similar accessories, camping trailers or trailers of any type. Any vehicle parked in an area not designated for such a vehicle, or without proper registration, may be towed at the vehicle owner's expense at the option of the Association or its Manager.

All vehicles shall be moved as necessary in order to permit snow removal and to prevent the build-up of ice or snow between vehicles. Vehicles shall not be driven on the lawns or in any area other than parking areas.

11. **Inoperative, Unused, Unregistered or Abandoned Vehicles.** No inoperative, unused or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the project. Inoperative, abandoned, unregistered or unused vehicle shall mean any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house trailer or similar vehicle without a proper parking permit. And any vehicle that has not been driven under its own propulsion and has not been moved outside of the project for a period of 96 hours. Inoperative, abandoned or unused vehicles shall be subject to ticketing and/or towing at the owner's expense as provided herein or applicable by law.

To obtain a vehicle parking pass you must be a resident owner, resident tenant or employee of one of the businesses at Buck Creek Plaza Condominiums.

Customer parking only in five covered spaces in front of retail business, 30 minute limit.

12. **No Automotive Maintenance.** No automotive maintenance, mechanical, body or engine work, overhauling or similar automotive repair work shall be performed in any

portion of the Project. Only minor upkeep on personal vehicles shall be permitted (e.g., vacuuming and waxing, but specifically excluding washing, oil change or tune up).

13. **No Improvements.** Without the prior written approval of the Association, no exterior television or other antenna of any sort shall be placed, allowed or maintained upon any portion of the general common elements. No work of any kind shall be done upon the exterior building walls, upon the hallways or upon the general or limited common area.

No occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines, or air conditioning units be installed on the exterior of the project, nor shall any similar improvement that protrude through the walls or the roof of the condominium be constructed, except as may be expressly authorized by the Association.

14. **Right of Entry.** The association through its duly authorized agents shall have the right in case of any emergency originating in or threatening a unit, or in the case or circumstances existing within a unit which may effect the health or well-being of other occupants or the Association, to enter therein immediately without request.

Upon request, occupants shall permit entry into a unit for the purpose of performing routine installations, alterations, or repairs to the mechanical, electrical or utility services, which, if not performed, would affect the use of other units. Such request shall be made in advance for entry at a time convenient to the occupant.

15. **Keys and Locks.** Each Owner shall at all time provide the Association or manager with keys to his condominium unit. In the event the lock to a condominium unit is changed, the Owner of that condominium unit shall forthwith provide the Association with the key thereto. Any Owner failing to abide by the provisions of this paragraph shall be liable for damage resulting directly or indirectly from the failure by the Association in the event of an emergency or otherwise to obtain entrance to that owner's condominium unit. In addition, if an owner fails to provide a key as provided herein, the Association shall not be liable for any damage suffered by a condominium unit in the event the Association deems it necessary in its sole discretion to enter a condominium unit by force.

16. **Children.** Children shall be supervised by an adult when in the general common elements and shall not play in any hallways, stairwells, or on the roofs.

17. **Exterior Decoration.** No person subject to these rules shall hang from, drop from or affix to any window, door, or general common element any sign or other item without the prior written approval of the Board. Window coverings or items visible from the common area must be tasteful and in accordance with the goals set for the appearance of the project.

If doormats are used that protrude into the hallways they must be in good repair, not exceed 18" x 24" and remain flat at all times to prevent a tripping situation.

18. **Maintenance of the General Common Elements.** Any occupant who observes a condition within the general common elements which requires Association maintenance should report that condition to the Association manager during office hours. Any condition, which requires emergency attention, should be reported immediately to the Association manager.

19. **Noise and Nuisance.** The condominium buildings contain minimum sound proofing. All occupants shall respect the peace of their neighbors. In no event shall any person play musical instruments, shout or operate audio equipment or otherwise make excessive noise that may be heard outside that person's condominium unit particularly between the hours of 11:00 p.m. and 8:00 a.m.

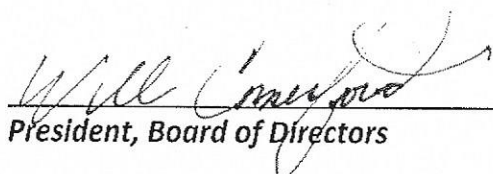
20. **Personal Property.** Any personal property, which is left in any general common element, may be presumed abandoned and will be disposed of by the Association at no liability to the Association. The association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common area.

21. **Additional Rules.** Pursuant to the Declarations, the Board may promulgate such additional rules and regulations from time to time as the Board may deem necessary for the safety, care, cleanliness and maintenance of the condominium project.

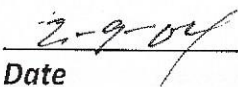
22. **Safety.** Each unit shall have a fire extinguisher, provided by and maintained by the owner (as needed but less than annually). A 10 pound type A, B, C is recommended. Hazardous materials must be properly stored. No hazardous or combustible material shall be stored in a unit, on the deck or patio, or in the storage closet. No electrical extension cords are to be used in the units or on the patios. Fireworks are not permitted on the project. All appliances and fireplace flues in the units are to be properly maintained and cleaned.

Only appropriate materials are to be burned in the fireplaces. If chemically treated starter logs are utilized, the instructions for their use must be followed explicitly.

23. **Rules Violations.** Any violation of these Rules and Regulations shall be subject to a fine or penalty as determined by the Board under authority as stated in the Declaration (up to \$100 per day for each day that the violation continues).



President, Board of Directors



Date

Please look at the two attached pages. one will give an approximate breakdown on square footage the other one is a parking diagram.

I propose that beaver liquors will use the 5 spots in front of their liquor store and share the spots with all 30 minute parking. Obviously their customers and all other commercial owners' guests will be able to use all available parking for 30 minutes.

See attached parking diagram. R1 through R7 represent the residential assigned parking

The remaining 18 spots could be assigned parking as well. But residents at the building should have at least one assigned parking spot.

Parking spots 1 through 18 represent all other available parking for assignment or permitted and shared among all of us.

If we divide up all available 25 spots by giving one parking pass for every 500 square feet (excluding beaver liquors and not allowing the combination of any units. **All units were sold as units and are identified by their unit numbers**) it will be the exact amount of spots we have available:

the square footage is approximate

unit

301 - 1800 sf	= 3 passes
302 700 sf	= 1 pass
303 800 sf	= 1 pass
304 800 sf	= 1 pass
305 700 sf	= 1 pass
306 730 sf	= 1 pass
307 830 sf	= 1 pass

residential each gets one assigned (included in the count below) covered spot

401 1200 sf	= 2 passes
1 1280	= 2 passes
2 1280	= 2 passes
3 1280	= 2 passes
4 1080	= 2 passes
5 1897	= 3 passes
6 1897	= 3 passes

this is the fairest way to break it up by square footage because that is how we pay our portion of dues.

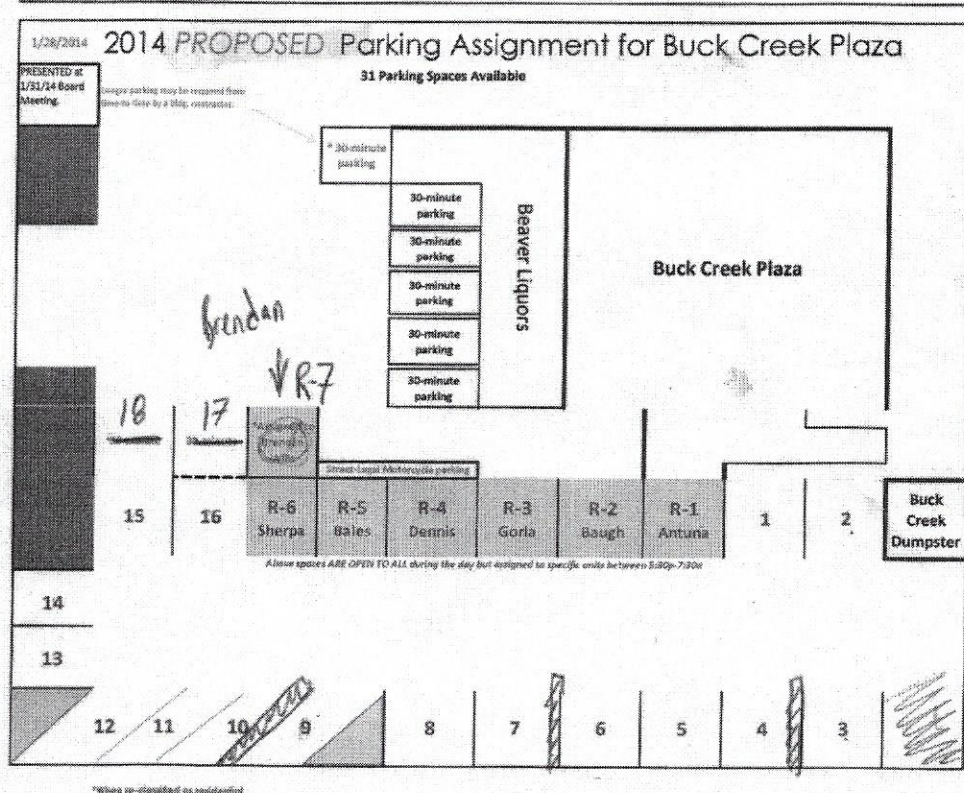


EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
BUCK CREEK PLAZA CONDOMINIUMS

The undivided proportional interests of each unit in the c
 elements shall be as follows:

UNIT NUMBER	PERCENTAGE INTEREST
101	13.8
201	12.7
202	1.7
301	8.0
302	3.1
303	3.6
304	3.6
305	3.1
306	3.2
307	3.7
401	5.3
1	5.6
2	5.6
3	5.6
4	4.8
5	8.3
6	8.3
	<u>100.0%</u>

Handwritten notes:
 Beaver liquors (units 101, 201, 202)
 Beaudin (unit 301) 3 passes
 Sils (unit 302) 1 pass
 okeq (units 303, 304) 2 passes
 Bald (units 305, 306, 307) 3 passes
 Brenden (unit 401) 2
 Nick (unit 1) 2
 Collin (unit 2) 2
 Gorla (unit 3) 2
 Isliq (unit 4) 2
 Kamy (unit 5) 3
 Parda (unit 6) 3

Handwritten values:
 59 F
 1800
 700 +
 800 +
 800 +
 700 +
 730 +
 830 +
 600 +
 1280 +
 1280 +
 1280 +
 1097 +
 1897 +
 1897 +

The above units are further subdivided as follows into comm
 and residential units for assessment purposes only.

<u>COMMERCIAL UNITS</u>	
UNIT NUMBER	PERCENTAGE INTEREST
101	22.3
201	20.6
202	2.7
301	12.9
302	5.0
303	5.9
304	5.8
305	5.1
306	5.3
307	5.9
401	8.5
	<u>100.0%</u>

<u>RESIDENTIAL UNITS</u>	
UNIT NUMBER	PERCENTAGE INTEREST
1	14.6
2	14.6
3	14.6
4	12.6
5	21.8
6	21.8
	<u>100.0%</u>