

THE ENCLAVE CONDOMINIUM
Stillman Management
440 Mamaroneck Avenue Suite s-512
Harrison, NY 10528
Phone: 914-813-1900 Fax: 914-813-1919

PROCEDURE FOR SALE OF UNITS

AT

THE ENCLAVE

Dear Homeowner:

At a Board of Managers meeting of The Enclave Condominium held on March 14th, 2000, the following sale/leasing policies and procedures for processing of requests from the Board of Managers for waivers of first right of refusal was adopted to be effective immediately:

Any request for a Waiver of Right of First Refusal for either a sale or leasing of a unit must be submitted to the Board of Managers through their managing agent, Stillman Management, 141 Halstead Avenue, Mamaroneck, New York 10543, **in writing, via mail or email**, specifying the name and address of the intended purchaser(s) or tenant(s) and the exact terms of the proposed sale/lease.

Attached please find an outline of the established procedures for both the sale of a unit and the leasing of a unit at The Enclave Condominium.

Your cooperation in abiding with the established procedures and submitted all required forms and fees will help expedite the processing of these requests and allow closing dates and move-in dates to be met.

By Order Of

THE BOARD OF MANAGERS

THE ATTACHED RESIDENT INFORMATION SHEET, REQUEST FOR MOVE-IN AND/OR MOVE-OUTS and COPY OF THE SIGNED HOUSE RULES MUST BE COMPLETED AND RETURNED ALONG WITH YOUR REQUEST FOR A WAIVER OF FIRST RIGHT OF REFUSAL IN THE CASE OF BOTH A SALE OR LEASE.

IN THE CASE OF A CONTRACT OF SALE

- ◇ Exact copy of the executed Contract of Sale
- ◇ A statement advising the Board of Managers of the name(s) and number of those persons who will be occupying the unit.
- ◇ At the time a request for a Waiver is made, all monies due and owing the Condominium, including common charges, assessments and/or other charges outstanding against the unit must be paid in full.
- ◇ Each sale request must be accompanied by two checks, one payable to The “Enclave Condominium”, in the amount of \$150.00, and a \$225.00 check made payable to Stillman Management which will be retained to cover the costs of processing of the request.
- ◇ Each Purchaser must remit a contribution to the Reserve Fund equal to two months’ common charges. These funds should be paid at the time the request for a Waiver of First Right of Refusal is made.
- ◇ The Managing Agent must be provided with the name and address of the purchaser(s) mortgage company (if any) as they wish it to appear on a Certificate of Insurance which must be requested from and issued by the insurance broker prior to closing.
- ◇ A copy of the current House Rules, a copy of which is attached, must be executed by the Purchaser and submitted at the time a request for a waiver is made or prior to closing.
- ◇ The following **Move-In/Move-Out Procedures** must be complied with at the time a request for a waiver is made:

Please see attached form entitled “Request for Move-ins and/or Move-Outs”

In order to obtain reimbursement of your move-in/move-out deposit, you must contact the managing agent, Stillman Management., at 914-813-1900, advising them that you have completed your move and request an inspection and return of your security deposit. An inspection will be conducted, and if all is in order, your deposit will be returned within 7 business days from your request.

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Unit Number: _____

New Owner's Name(s): _____

Unit Address: _____

Telephone #: home: _____ E-mail address: _____

Name: _____ work: _____ cell: _____

Name: _____ work: _____ cell: _____

Person(s) with key to my unit for emergency contact: _____

Address _____ Phone #: _____

All the above information is complete and accurate.

New Owner Signature

Date

New Owner Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Forwarding Address and Contact Information of Seller(s):

Address: _____

Telephone #: home: _____

Name: _____ **work:** _____ **cell:** _____

Name: _____ **work:** _____ **cell:** _____

E-mail address: _____

All the above information is complete and accurate.

Seller Signature

Date

Seller Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960

THE ENCLAVE CONDOMINIUM
Stillman Management
440 Mamaroneck Avenue Suite s-512
Harrison, NY 10528
Phone: 914-813-1900 Fax: 914-813-1919

TO: All Homeowners/Residents
The Enclave Condominium

In order to assist us in setting up our records we are requesting you take a moment to complete this form and **return same to Stillman Management along with your request for a waiver of first right of refusal. In the case of an emergency we may need to contact you.** It is mandatory that there be a record of phone numbers, both work and home, for each resident adult, (including that of any tenants', if applicable) in the event of a problem or emergency either in your unit or at the complex.

In addition, at this time we are requesting that you identify any vehicles that will be parked at The Enclave Condominium as well as storage bins.

This information will be kept confidential. Your cooperation is greatly appreciated.

Homeowner's Name: _____

Address: _____

Telephone # home: _____ work _____

Resident Name/Unit #: _____

Telephone #: home: _____ work: _____

Vehicle information: -

Garage Space # _____ Make/Model/color: _____ License # _____

Garage Space # _____ Make/Model/color: _____ License # _____

Storage bin #: (1) _____ (2) _____

All the above information is complete and correct.

Signature _____

Date _____

THE ENCLAVE CONDOMINIUM
Stillman Management
440 Mamaroneck Avenue Suite s-512
Harrison, NY 10528
Phone: 914-813-1900 Fax: 914-813-1919

REQUEST FOR MOVE-INS AND/OR MOVE-OUTS

Please review the attached moving guidelines

Note: Move-ins and Move-outs and deliveries will only be scheduled between 9:00 a.m. and 4:00 p.m. Monday thru Friday.

There is a \$400.00 deposit required for security against damages and/or breaches in our safety requirements.

Name: _____ Unit # _____

Move-in Date _____ Move-Out Date _____

Phone No. (home) _____ (work) _____

Forwarding
Address: _____

Deposit: \$400.00

Received By: _____ Date: _____

Damage Inspection Completed by: _____

Date: _____ Time: _____

Damage Report: (detail) _____

Total Deposit: \$ _____
Total Damage: \$ _____
Deposit Amount Returned: \$ _____

DATE: _____

APARTMENT: _____

I/WE HAVE RECEIVED AND READ THE HOUSE RULES FOR THE ENCLAVE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

Revised December 1, 1996



1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
2. No article (including, but not limited to, garbage cans, recycle containers, bottles or mats) shall be placed in any halls or on any of the staircases, fire tower landing of the Building, or garage, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, roofs or open terraces or patios or placed upon the window sills of the Building.
3. Neither occupants nor their guests shall congregate or play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building.
4. Except as otherwise provided in the By-Laws, no public hall, public elevator or vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.
5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No window guards or other window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Board or the Managing Agent thereof, which approval shall not be unreasonably withheld or delayed, or except as required by law.
7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as are pursuant to the Declaration or the By-Laws and which are permitted by local law, or shall have been approved in writing by the Board or the Managing anything be projected from any window of a Unit without similar approval.
8. No ventilator or air-conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.
10. No bicycles, scooters or similar vehicles shall be taken into or from the Building through the main entrance or be allowed in any of the elevators other than the elevator designated by the Board or the Managing Agent thereof for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways or other public areas of the Building.
11. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupant. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts or convenience of other Unit Owners or tenants. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, TV, loudspeaker, or other sound amplification device in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M. if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practice either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays), and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by emergency.
12. No dog, cat, bird, reptile or other animal shall be permitted, kept or harbored in the Building unless the same in each instance shall have been expressly permitted by the Board or the Managing Agent of the Building, and such consent, if given, shall be revocable by the Board or such Managing Agent in their sole discretion, at any time. In no event shall any bird, reptile or animal be permitted in any public elevator in the Building other than the elevator designated by the Board or the Managing Agent of the Building for that purpose or in any of the public portions of the Building unless carried on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces or other public portions of the Building or on the sidewalk or street adjacent to the Building.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

13. All service and delivery persons will be required to use the service entrance or such other entrance designated by the Board or the Managing Agent.
14. Owners or residents who are moving into or out of the building shall comply with the following:

Move-in and Move-outs must occur on weekdays only (holidays excluded) and only with minimum of 48 hour notification to the Managing Agent. This will enable the Managing Agent to equip the building and the buildings elevator for the move. Move-in and Move-out forms must be completed with a \$400 check (which is refundable after inspection) made payable to the Enclave Condo.
15. No refuse from the Units shall be sent to the cellar of the Building except at such times and in such manner as the Board or the Managing Agent thereof may direct.
16. Water Closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designated, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.
17. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.
18. The agents of the Board or the Managing Agent thereof, and any contractor or workman authorized by the Board or the Managing Agent thereof, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to interfere unreasonable with the use of such Unit for its permitted purposes.
19. Corridor doors shall be kept closed at all times except when in actual use of ingress or egress to and from public corridors.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

20. The Board or the Managing Agent thereof shall retain a passkey to each Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board or the Managing Agent thereof, then the Board or such Managing Agent or their agents (but, except in emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).
21. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent easy access to any entrance to or exit from the Building by another vehicle.
22. The Board or the Managing Agent thereof may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.
23. Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent thereof.
24. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.
25. The laundry and drying apparatus in the laundry room in the Building, if any, shall be used in such a manner and at such times as the Board or the Managing Agent thereof may direct. Clothes and other articles shall not be dried or aired on the roof or any open terrace or patio.
26. Unit Owners, their families, guests, servants, employees, agents visitors or licencees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
27. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or patio appurtenant thereto.
28. No Unit Owner or any of his agents, servants, employees, licencees or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

29. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings or which would be in violation of any law. No waste shall be committed in the Common Elements.
30. The storage area shall be used by all Unit Owners, in common, for the storage of trunks, bags, suitcases and packing cases only, all of which shall be empty, and for such other articles as the Board, in its sole discretion, may determine. Supervision, management and control of the storing and removal of a Unit Owner's property from the storage areas is vested in the Board. The use of the storage areas shall be at the sole risk of the Unit Owner or other person using the same, and the Board, its agents or the Managing Agent shall not be liable for any injury to person or loss by theft or otherwise or damage to property, where due to the negligence of the Board, its Agents, the Managing Agent or otherwise. The Board shall have the right from time to time to relocate any space devoted to storage or laundry purposes.
31. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Board or its Managing Agent.
32. No Unit Owner shall install any exterior plantings without the prior written approval of the Board.
33. In the event that any Unit is used for home occupation purposes which are permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule. All unit shall be used primarily for single family residential purposed and such ancillary uses as permitted by law thereunder, with the Board approval.
34. Unless expressly authorized by the Board in each case, 80% of the floor area of each Unit (excepting only kitchens, pantries, bathroom, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.
35. All garbage should be well drained, wrapped in a compact package that will not drip or burst while being transported to and deposited in the garbage disposal room located on each floor of the Building.
36. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

37. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all violations of valid laws, zoning ordinances and regulations of all governmental bodies laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners of the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.
38. Every Unit Owner shall be liable for any and all damage to the common elements and the property of the Condominium which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.
39. Every Unit Owner must perform promptly all maintenance and repair work to his own Unit, which if omitted would affect the Condominium in its entirety or in a part belonging to liabilities that his failure to do so may engender. In the event that a Unit Owner does not make such repair after 30 days written notice by the Board of Managers, the Board of Managers can cause the repairs to be performed and assess the Unit Owner for the cost thereof which assessment shall become a lien on the Unit and maybe foreclosed in a like manner to common charge foreclosures.
40. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as gas, power telephones and sanitary installations (except plumbing stoppage and electrical defects) shall be at the Unit Owner's expense.
41. Whenever in the judgement of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of \$25,000 (as said sum is increased by the same proportion as the annual budget is increase from the prior year), and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners and by each holder of mortgages constituting first liens on 35 or more Units, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$25,000 (as said sum is increased by the same proportion as the annual budget is increased from the prior year) or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the common expense.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS

42. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request. A failure to respond within thirty (30) days shall be deemed a denial by the Board of Managers to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Unit Owner & delivered to Management Agent along with all the necessary certificates of insurance before work can commence.
43. A Unit Owner shall not place or cause to be placed in the grounds, public areas or other common Elements other than a patio to which such Unit Owner has direct access or a parking space or storage area in which such Unit Owner has exclusive rights, any furniture, packages or objects of any kind. The ground and public areas shall be used for no purpose other than for normal transit and are hereby designated private open space, not for the use of the general public.
44. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are stated above.
45. Draperies or blinds must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times. The exterior side of such draperies or shades must be neutral beige or white in color only.
46. A patio or balcony to which there is direct access from the interior of a Unit shall be for the exclusive use of the owner of such Unit. No carpeting or any type of floor covering can be placed on top of cement patio. Any such patio or balcony shall be kept free and clean of snow, ice and any other accumulation by the owner of such Unit who shall also make all repairs thereto caused or permitted by his negligence misuse or neglect. All other repairs in, or with respect to such patio or balcony shall be made by the Board of Managers, and the cost thereof shall be a common expense.

THE ENCLAVE CONDOMINIUM

HOUSE RULES ADOPTED BY THE BOARD OF MANAGERS

47. Maintenance shall be due the first day of each and every month. If NOT received by the 15th, it shall be postmarked not later than the 15th of the month or it shall be considered late, and subject to a \$50 'Late' fee. Storage bin charges, special assessments if any, shall be due and payable on the first of each and every month when due with maintenance. In the event the Managing Agent does not receive these payments by the 15th of the month a \$50 late fee will be charge each time a payment is late.
48. A 'Return Check' fee of \$25 will be incurred for each check returned for insufficient or uncollected funds.
49. If maintenance becomes 60 days in arrears, the account will be turned over to legal. Legal fees are the unit owner's responsibility.
 - Under no circumstances may common charges be withheld.If a repair in a unit be necessary, management will address it in a timely fashion.
50. ONLY electric grills are allowed on balconies. Absolutely NO gas grills are permitted on terraces or balconies.
51. Owners of leased units MUST provide Management with copies of current leases, & names & phone numbers for their tenants.
 - a. Future leasing must be submitted to the Board of Managers for approval two weeks prior to the beginning of the lease term.
 - b. Copy of signed rules & regulation package by new tenant must be provided to Management prior to move in.
 - c. A non-refundable rental fee of \$300 shall be paid to the Managing Agent as move-in fee (made payable to the Enclave Condo) and delivered to the management agent prior to move.
 - d. No pets allowed, unless written approval is received by board.
52. Owners must submit 'RESALE PACKAGE' to the Board including a signed contract of sale, resident information form and move-in application (forms provided by Management) before Board will waive the right of first refusal. All maintenance and other Unit charges must be paid in full before a waiver is issued.
 - a. Copy of signed rules & regulation package by new owner must be provided to Management prior to sale.
 - b. A move-in/move-out fee of \$400 is to be provide to Managing Agent prior to move as security for any damage(s) caused by move. This will be returned after a check of the building to determine no damage has been made after the move.
 - c. Moving shall only be schedule between 9:00 am and 4:00 pm Monday thru Friday, Holidays are excluded, except such as have been approved in writing by the Board of Managers. All moves are to be made thru the lower garage.
 - d. Pads must be hung in the elevator
 - e. No pets allowed, unless written approval is received by board.

THE ENCLAVE CONDOMINIUM

HOUSE RULES ADOPTED BY THE BOARD OF MANAGERS

53. Storage in the garage is NOT permitted. Storage bins are available for rent to Unit Owners. You may contact the Managing Agent to rent a bin. Payments will be made with common charges, these charges are subject late fee charges (see House Rule #1).
 - a. No mattresses, bedding, tires, nor flammable material is to be stored in bins and all property must be kept in bin. The Managing Agent shall have the right from time to time to curtail or relocate any space devoted to storage.
54. No smoking shall be permitted in the halls, elevators, or public areas.
55. Each parking space is assigned a number. Each Unit Owner has been provided their assigned parking space number.
 - a. No washing of automobiles is permitted on the premises.
 - b. The 3 spots in front of the building are for guests of residence ONLY. Residence must use assigned garage parking spots or find parking off the premises.
56. In the event that any provisions of these House Rules shall be held invalid or unenforceable in accordance with the law such holding or action shall NOT invalidate any of the other provisions hereof.

THE ENCLAVE CONDOMINIUM

HOUSE RULES & REGULATIONS
Revised December 1, 1996

I have read and understand the House Rules & Regulations of the Enclave Condominium & agree to comply.

| | | |
|------------|--------|------|
| Unit Owner | Unit # | Date |
|------------|--------|------|

| | | |
|------------|--------|------|
| Unit Owner | Unit # | Date |
|------------|--------|------|

| | | |
|--------|--------|------|
| Tenant | Unit # | Date |
|--------|--------|------|

| | | |
|--------|--------|------|
| Tenant | Unit # | Date |
|--------|--------|------|

**THE ENCLAVE
24 RAY PLACE
SCARSDALE, NY 10583**

**RULES ADOPTED BY BOARD OF MANAGERS
AUGUST 23, 1995**

1. OWNERS OF LEASED UNITS MUST PROVIDE MANAGEMENT WITH COPIES OF CURRENT LEASES FOR THEIR UNITS.
2. NAMES AND PHONE NUMBERS OF RENTERS MUST BE SUBMITTED TO MANAGEMENT.
3. FUTURE UNIT LEASING MUST BE SUBMITTED TO THE BOARD OF MANAGERS FOR APPROVAL TWO WEEKS PRIOR TO THE BEGINNING OF THE LEASE TERM.
4. OWNERS MUST SUBMIT RESALE PACKAGES TO THE BOARD INCLUDING A SIGNED CONTRACT OF SALE, RESIDENT INFORMATION FORM AND MOVE-IN APPLICATION (FORMS WILL BE PROVIDED BY MANAGEMENT) BEFORE BOARD WILL WAIVE THE RIGHT OF FIRST REFUSAL. ALL MAINTENANCE AND OTHER UNIT CHARGES MUST BE PAID IN FULL BEFORE A WAIVER IS ISSUED.
5. A LATE FEE OF \$50 WILL BE INCURRED IF MAINTENANCE IS RECEIVED AFTER THE 15TH OF THE MONTH.
6. A RETURN CHECK FEE OF \$25 WILL BE INCURRED FOR EACH CHECK RETURNED FOR INSUFFICIENT OR UNCOLLECTED FUNDS.
7. IF MAINTENANCE BECOMES 60 DAYS IN ARREARS, THE ACCOUNT WILL BE TURNED OVER TO LEGAL. LEGAL FEES ARE THE UNIT OWNER'S RESPONSIBILITY. AFTER 90 DAYS IN ARREARS FORECLOSURE PROCEEDINGS WILL COMMENCE.
8. UNDER NO CIRCUMSTANCES MAY COMMON CHARGES BE WITHHELD. SHOULD A REPAIR, SUCH AS ROOF LEAK, BE NECESSARY, MANAGEMENT WILL ADDRESS IT IN A TIMELY FASHION. (ACCESS MUST BE PROVIDED TO MANAGEMENT FOR INSPECTIONS TO DETERMINE CORRECTIVE ACTION)
9. THOSE RESIDENTS WHO HAVE NOT PROVIDED MANAGEMENT WITH THE KEY TO THEIR SECOND LOCK ARE SOLELY RESPONSIBLE FOR ANY COST TO REPAIR/REPLACE THE DOOR OR LOCK, SHOULD WE HAVE TO ENTER THE UNIT IN EMERGENCY SITUATIONS. PLEASE NOTE THAT THESE KEYS ARE KEPT IN A LOCKED KEY BOX AND ONLY USED WHEN NECESSARY.