

DORRIS LOFT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

The primary goal of the Rules and Regulations is to oversee the maintenance and management of the common areas of the Dorris Lofts Condominium building and to determine the accepted behavior within the complex. The following Rules and Regulations have been determined by the Condominium Board of Directors to ensure the safety and comfort of all homeowners.

Revised and Approved

April 14, 2022

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I. Definitions.

A. Common Elements. “Common Elements” means all portions of the Condominium property except individual units and Limited Common Elements. For example, Common Elements include the lobbies, balconies, hallways, patios, pool, recreation room, and courtyard.

B. Limited Common Elements. “Limited Common Elements” means areas of the Condominium that exclusively serve an individual Unit. For example, Limited Common Elements include assigned parking spaces, assigned garage storage closets, and those individual patios that adjoin a single unit on the first floor of the building.

II. Use of Common Elements.

A. General Use of Common Elements. Each homeowner has full use of the Common Elements, subject to these rules and regulations. Residents must be considerate of others in their use of the Common Elements. Any resident who notices something in the Common Elements that needs repair or maintenance should notify a member of the Board of Directors or the Management Company at 314-781-4355. Homeowners should not assume responsibility to repair or maintain the Common Elements without permission from the Board of Directors. In case of an emergency, contact the Management Company as they have an after-hours answering service. When calling the Management Company, listen for the prompt then leave a message and a return phone number.

Homeowners are responsible for the cost of repair, replacement and maintenance of any part of the Common Elements which is damaged through the act or negligence of the homeowner, or any agent, servant, tenant, family member, invitee, licensee or household pet of such owner. When using the Common Elements, homeowners and their guests must abide by all laws, including but not limited to the prohibition of fireworks and consumption of alcohol by individuals under the age of 21. Residents are urged to call 911 if they observe illegal activities in the Common Elements.

B. Swimming Pool.

- The safety gates around the pool must be kept closed at all times.

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- No glass containers of any kind are allowed in the pool area. Alcohol in aluminum and plastic containers is permitted.
- Nonresidents may not use the pool unless accompanied by a homeowner or tenant, and the host homeowners or tenants must remain with their guests. Nonresident guests shall be limited to no more than 4 guests per homeowner unit.
- No children under 14 years old are permitted in the pool area without adult supervision.
- Unless a homeowner or tenant has scheduled a party in advance, the number of invited guests to the pool shall be limited to no more than 4 guests per homeowner unit.
- All swimming equipment and toys must be removed from the pool area after each use and stored by the homeowner or tenant in their unit or storage locker.
- Those who use the Recreation Room and pool should close the screens and doors and turn off any lights upon departing.
- Smoking is not permitted in the pool area.
- As indicated below, no pets are allowed in the pool area.

C. Reservations for Parties. A homeowner or tenant who wishes to schedule a party (defined as: a social gathering of invited guests, typically involving eating, drinking and entertainment*) in a Common Element (pool, recreation room, patio, courtyard, or lobby) must give at least seven days advance notice. The number of guests a homeowner or tenant may invite to the pool for a party is no more than 8 guests. Notice is given by marking the calendar date with the time and homeowner unit# on the bulletin board in the main lobby, and by informing the Management Company. A security deposit of \$200 paid to the Management Company is required to reserve the recreation room for any event. If no damage is noted after the event, the deposit will be returned. During any gathering, other residents shall have access to all facilities at all times. Entertainment such as a disc jockey, music equipment (with the exception of small personal electronics) etc. must have the approval of the Board of Directors at least seven days in advance.

*See Oxford Dictionary definition

D. Personal Items. Without the Board's prior written consent, items owned by a homeowner or tenant (e.g., grills, chairs, pool toys), may not be kept in the Common Elements with the exception of flower boxes filled with living plants. Only the Association may place or authorize the placement of tables and chairs on the balconies.

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1. Flower boxes/planters: In accordance with the current International Residential Code [R-311.6 & R-311.7], the minimum clear width needed for a shared balcony is 36 inches. Planters may only be
2. placed by a homeowner or resident in the front of his/her unit and must allow for a clear 36 inch walkway to all exits.
3. Flower boxes/planters in all other Common Elements (i.e. not directly in front of a unit) will require Board approval.
4. Items left or placed in the Common Elements without permission of the Board of Directors are subject to removal and disposal without notice.

E. Replacement of Exterior Factory Window Panes. The Association will pay for replacement of cracked panes. Due to the original design of the exterior factory windows, from time to time individual panes may become fogged due to broken seals. In 2007 the Dorris Loft Factory Window Pane Replacement Lottery was instituted to guide the replacement of approximately 24 fogged panes per year using Association funds. Homeowners are welcome to replace fogged panes at their own expense outside the auspices of the lottery through the services of an approved vendor.

F. Garage. Parking is not permitted in the loading zone, which is to be used only by (i) service vehicles or (ii) homeowners and tenants for up to 15 minutes. Owners of vehicles not identified as service vehicles must set lights flashing. Violators of this section may be towed or fined.

III. Limited Common Elements.

A. Restricted Personal Items. Except as described below, the property of individual homeowners and tenants is not permitted in the Limited Common Elements. Garden furniture (i.e., tables, chairs, grills, toys and planters filled with live plants) may be kept on unit patios on the first floor. However, after the growing season, planters must be stored appropriately.

B. Parking In Garage. No one may park in a parking space except the homeowner, a tenant or guest. Parking in a space without the owner's permission is not allowed and is subject to immediate towing and/or fine.

C. Damage. The homeowner is responsible for the cost of repair, replacement and maintenance of any part of the Limited Common Elements damaged through the act or negligence of such homeowner, or

Updated: 9/05; Revised 1/07; 7/09; 7/09; 9/14; 1/16; 2/16; 8/16; 3/17; 1/18; 11/19; 8/21; 4/22

any agent, tenant, family member, invitee, contractor, licensee or pet of such homeowner.

IV. Use of Units.

A. General Use. The Units must be used and maintained in a manner consistent with the comfort, safety and convenience of the occupants of the other units and subject to the Declaration, Bylaws and these Rules and Regulations, as they may be amended from time to time. Nothing shall be kept in or done in any unit that will result in cancellation or increase in the rates of insurance on the Condominium or the contents thereof, nor may such use violate any law.

B. Window Coverings. In order that the exterior of the building present a uniform appearance, all window coverings shall be white vertical blinds.

V. Security.

Each resident is responsible for the security of the building and grounds. All homeowners, tenants and guests must follow diligently the security procedures below.

- NEVER leave the front door propped open and unattended.
- NEVER share the personal entry code to the building with anyone.
- Never allow anyone in the building unless you are certain a resident has invited the person. When in doubt, ask the visitor to produce a key that works on the front door or ask the visitor to buzz the resident she or he is visiting.
- When answering the door via the buzzer system, do not admit anyone unless you know or are expecting him or her.
- After entering and leaving the garage, residents must stop and watch the garage door close. Do not drive away until the door is closed.
- All garage door openers stored in the garage must be kept in a locked car or locked compartment. Theft of a garage door opener threatens the security of the entire Condominium. If your opener is stolen, immediately notify the Management Company so that the codes of all residents' door openers may be changed. If it occurs after hours please repeat the steps listed in Section II A regarding contacting the Management Company.

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VI. Noise.

Residents should be considerate of their neighbors, especially before 9:00 A.M. and after 10:00 P.M. If a resident is disturbed by excessive noise, s/he should notify the Board of Directors in writing. If the problem persists, the resident should notify the Board of Directors by letter pursuant to the grievance procedures below.

VII. Pets.

The Dorris Loft welcomes pets, but except for fish maintained in a household aquarium, no pets may be maintained in the Condominium unless the Board has provided written approval. Approval may be revoked if the following rules are not observed. Tenants are not allowed to have dogs.

- Dogs, regardless of size, must be walked outside of the Common Elements for urination and defecation.
- Pets must be on leashes while in any part of the Common Elements, such as the elevator, lobby, walkways and courtyard areas.
- No pets are permitted in the pool area or in the pool at any time.
- The Association realizes that accidents will happen on rare occasions. In the event that urination or defecation by a pet does occur in the Common Elements, the homeowner or the tenant must immediately clean up the area by the procedures outlined below and pay for any damages that may have occurred.
- Pets must not persistently make noise that can be heard beyond the walls of the homeowner's unit and may be subject to a fine or removal of the pet.
- Pets must not pose a threat to the safety or perceived sense of safety, or peace of mind, of any resident and may be subject to a fine or removal of the pet
- Pets are welcome to run free in the adjoining parking lot owned by the Association during hours when the gate is closed and locked. Homeowners must clean up any feces on the lot or this privilege could be revoked for all dog owners.

The above Pet provision applies to homeowners only. The Board does not allow dogs as pets for tenants.

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CLEANING PROCEDURES

For the interior common elements, the homeowner or tenant must promptly and thoroughly clean up the area such that no visible traces of feces or urine remains. Disinfectant such as Lysol should be applied to the area. For the exterior common elements, the homeowner or tenant must remove any feces left on the sidewalk or grass.

VIII. Trash.

Except for large cardboard boxes and recycled items, all trash must be bagged and placed in a bin in a trash room. Flatten all cardboard boxes to the smallest possible size and leave them in the recycling bin. Take large boxes and other large items to the dumpster in the parking lot next to the garage (note: items placed in the dumpster are not recycled). Use the trash can in the garage only for small trash items taken from cars, not for trash bags from individual units or large items.

IX. Leasing Of Units.

No homeowner may lease her/his unit unless s/he has first obtained written approval of the lease from the Board. To obtain such approval, the homeowner must provide the Association's Management Company with (1) a copy of the proposed lease; (2) a check payable to the Association in the amount of five hundred dollars (\$500) for a bond. The Association will hold the bond until a reasonable time after the lease has terminated and a determination has been made that no damage to the Common Elements has occurred due to action or inaction of the tenant; and (3) proof of background check for the proposed tenant.

The Board has power of attorney for the homeowner to enforce the Condominium's Declaration, Bylaws, and Rules and Regulations against the tenant and all provisions of the Declaration, Bylaws, and Rules and Regulations are incorporated into the terms of the lease.

The Board will not approve a lease unless all of the following requirements have been satisfied. The lease must: (1) have an initial lease period of twelve months; (2) apply to the entire Unit; (3) incorporate the provisions of the Condominium's Declaration, Bylaws, and Rules and Regulation; (4) be subject to annual renewal with Board approval; and (5) include an addendum stating: A default will occur if the tenant fails to comply with the Condominium's

Updated: 9/05; Revised 1/07; 7/09; 7/09; 9/14; 1/16; 2/16; 8/16; 3/17; 1/18; 11/19; 8/21; 4/22

Declaration, Bylaws, and Rules and Regulations, as they may be changed from time to time and the Board has power of attorney for the homeowner to enforce the Condominium's Declaration, Bylaws, and Rules and Regulations against the tenant. No tenant may sub-lease the homeowners unit.

In addition, prior to execution of the lease, the homeowner must provide the prospective tenant a copy of these Rules and Regulations. Tenants may not have dogs on the property.

X. Moving.

Homeowners or tenants must give the Association at least 2 business days prior written notice of their intent to move into or out of the building. Notice should be sent to the Association's Management Company, postage prepaid, and include the time and date of the move, the moving company's name, and, for a homeowner leaving the building, a forwarding address. For all moves into the building, the notice must include a non-refundable check in the amount of \$250 payable to the Association. The Management Company or a member of the Board shall inspect the Common Elements 24 hours before the move and within 12 hours after the move to identify any damage that may have occurred during the move. The homeowner involved will be responsible for the costs of repairing any damage that may have occurred during the move. The amount of the cost of the repair will be a lien on the unit until it is repaid.

XI. No Roof Access.

The roof hatch is kept locked. Homeowners and tenants are not permitted on the roof of the building unless accompanied by a member of the Board or its agent. Any such access is to be solely for maintenance and repair. Please contact the Management Company to arrange for access when necessary. This policy is required to minimize damage to the membrane roof and to help prevent leaks.

XII. Conflict of Interest.

Most conflicts of interest involve someone using his or her influence for personal benefit. Homeowners, tenants, and their relatives are discouraged from contracting with the Association, whether personally or through an affiliated business. Any person who has a financial relationship with a homeowner or tenant is also discouraged from conducting business with the Association. Board members who have business or personal relationships with developers,

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contractors, or other service providers must disclose their relationship to the Association.

XIII. Assessments and Collection Procedures.

Due Dates. The annual assessment shall be due and payable in 12 monthly installments, each due on the first day of the month. In addition, any special assessment shall be due on the date specified in the Board of Directors' notice to owners of such assessment. Homeowners shall send payments of assessments to the main office of the Management Company. Alternatively, homeowners may transmit monthly payments electronically to the Association's bank account. Monthly assessments, special assessments and other charges not received by the 15th day after they are due shall be considered past due and delinquent.

Late Charges, Interest A \$50 late charge will apply each month that a delinquent balance of any assessment or other charge remains unpaid. In addition, if an account has a delinquent balance any month, interest at a simple rate of 10.0% per annum will be charged on the average daily balance of such account for such month. Such late charges and interest shall be a "common expense" of the owner, shall be the personal obligation of the owner, shall be due and payable immediately, without notice, and shall constitute a lien on the homeowners' unit. If a homeowner makes a payment to the Association using a check that is dishonored for payment, the Association may require that all payments for the remainder of the calendar year must be made in the form of a cashier's check or money order.

Acceleration of Assessment. If an installment of a homeowners' annual assessment is delinquent, the Association, at its option, may accelerate the balance of the annual assessment and declare it immediately due and payable in full.

Attorney's Fees and Collection Costs. The Association may recover from a delinquent homeowner the Association's reasonable attorney's fees and costs incurred in the collection of assessments and other charges due the Association pursuant to this Regulation. Collection costs may include, for example, court costs, lien recording fees, title searches, skip searches, asset searches, process serving fees, sheriff's sale fees, and fees charged by the Association's management company to handle delinquent accounts, etc. Such fees and costs shall be due and payable immediately when incurred, upon demand.

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Application of Payments. Payments received from a homeowner will be credited in the following order:

1. Legal fees, court costs and other costs of collection.
2. Accrued interest.
3. Late charges.
4. Other charges incurred by the Association as a result of any violation by the homeowner, his/her family, employees, agents, licensees, or tenants under the Association's Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or Resolutions.
5. Fines
6. The annual assessment for the homeowner's unit, applied first to the oldest installment due.

Collection Letters. After an installment of an assessment or other charge due the Association is delinquent, the Association may send a "late notice" to the delinquent homeowner. If a payment in full is not received within 50 days after its due date, the Association may send the delinquent owner a "Notice of Intention to Refer Account to the Attorney." The Association may simultaneously send a copy of such notice to the lender that holds the first mortgage on the Unit.

Use of Certified or Regular Mail. Each homeowner shall notify the Association's Management Company of her or his address for notices and of any and all changes in such address. In the event the Association sends a collection or demand letter to a delinquent homeowner by regular mail, the Association also may send an additional copy of that letter by certified mail.

Liens. The Association may file a Notice of Lien against the property of any delinquent homeowner in accordance with the terms and provisions of the Declaration, Articles of Incorporation, Bylaws and this Regulation. A copy of the recorded Notice of Lien shall be mailed to the homeowner and may be mailed to the lender holding a first mortgage on the Unit. The notice to the lender may include a request that the lender send a letter to the delinquent owner advising the homeowner of the lender's option to accelerate the mortgage.

Referral of Delinquent Accounts to Attorneys. The Association may refer delinquent accounts to its attorney for collection. Upon referral to an attorney, the attorney shall take all appropriate action to collect the accounts referred.

Updated: 9/05; Revised 1/07; 7/09; 7/09; 9/14; 1/16; 2/16; 8/16; 3/17; 1/18; 11/19; 8/21; 4/22

Referral of Delinquent Accounts to Collection Agencies. The Association may refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

Collection Procedures and Time Frame. The following time frames shall be used in the collection of installments of the Association’s annual assessments and other charges due the Association.

Event	Timing
Due date (date monthly installment is due)	1 st day of each month
Past due date (date installment is late)	16 th day after due date
Late charge imposed	16 th day after due date
“Late Notice” mailed imposing fees, interest, etc.	16 th day after due date
“Notice of Intention To Refer Account To Attorney”	50 th day after due date
Account referred to attorney/agency for legal action, including preparation and recording of the “Notice of Lien” on the Unit	60 th day after due date

The attorney or collection agency shall consult with the Association at all times to determine which collection actions are appropriate and will immediately advise if any payment arrangements have been made.

Limited Waivers. A delinquent homeowner may submit a written petition to the Board of Directors showing a personal hardship and requesting a waiver of a portion of this policy. The Board of Directors may grant a waiver of any provision of this policy based on such petition. Any such relief shall be documented in the Association’s records, together with any conditions of the relief. In addition, the Association may extend the time for filing lawsuits and liens on behalf of the Association, and otherwise modify the procedures herein, as the Association shall determine under the circumstances.

Ongoing Evaluation. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

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Privileges Of Delinquent Unit Owners Suspended. Delinquent homeowners shall be deemed to be members not in good standing and shall be subject to forfeiture of their rights to vote in Association matters, to serve on the Board of Directors, and to use the Association's amenities and facilities. For the purposes of this Rule only, delinquent is defined as owing the Association an amount greater than or equal to one monthly assessment.

XIV. Grievance Procedures.

Any grievance must be submitted in writing to the Board. Letters should be addressed to: Board of Directors, Dorris Loft Condominium Association in care of the Association's Management Company. A member of the Board or an agent will contact all parties involved within 10 days. In addition, complaints, words of appreciation, and constructive suggestions about management of the Condominium are welcome.

XV. Violations of Rules and Regulations.

Except as provided below, the Board of Directors may impose a fine of up to \$250.00 for the first violation of these regulations, and additional fines of up to \$1,000.00 for each subsequent violation. Failure to remedy a violation in a timely manner will result in additional fines of up to \$1,000.00 per month that the violation persists. For each violation of Paragraph VII (Pets), the fine will be up to \$500 for the first violation. Homeowners will be notified in writing of any violation. Within 30 days after the date of such notice, the recipient may request a hearing before the Board by sending written notice to the Association's Management Company.

XVI. No Waiver

No Rules or Regulations herein shall be deemed to have been abrogated or waived by reason of any failure to enforce them, irrespective of the number of violations or breaches which may occur.

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Guidelines for Deliveries and Construction Projects

Because any damage to the Common Elements caused by a homeowner, his or her workmen, contractor, agents, guests and tenants is the homeowner's responsibility, the Board has developed the following guidelines to help minimize damages and promote good will among neighbors.

Deliveries, Minor Repairs, etc.

- The roof membrane is very fragile and access is restricted. If you need to access the roof, contact the Management Company at least one business day in advance. Restrict the number of people on the roof to the absolute minimum.
- Do not permit delivery people to exceed the elevator weight limit.
- Instruct workmen making deliveries to give residents priority.
- Do not permit the front door to remain open and unattended.
- If you need to have the gas turned off in your unit, contact the Management Company.

Construction Projects.

- Notify the Board of Directors and your neighbors on either side and above and below your unit of the dates of the renovation.
- Notify the Association's Management Company if workmen need access to the building. Do not provide a copy of the front door key. The Management Company can provide a temporary code. When work is completed the Management Company can delete the temporary code.
- Have any construction work performed on weekdays between 8 AM and 5 PM. If you are unable to arrange for work to be completed within that time, and must have work performed after 5 PM, halt any work that could potentially disturb the neighbors by 10 PM. If another homeowner requests that work be halted before 10 PM, honor that request.
- Store all construction equipment and material on the inside of your unit when not in use.
- At the end of each day, clean the Common Elements of any debris.
- The contractor should haul away any trash of significant size. She or he can place smaller trash in the dumpster located in the parking lot.

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