RULES AND REGULATIONS LEGACY LOFTS Amended and Restated as of 02/01/2020 (the "Amendment Date")

INTRODUCTION

It is important that we preserve the living and architectural style that Legacy Lofts represents. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of Legacy Lofts. Residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association has approved these, and may approve other, Rules and Regulations based upon authority contained in Section 5.6 of the Declaration. Capitalized terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the Declaration. Without limiting the foregoing and by way of clarification, the term "Common Elements" as used in these Rules and Regulations means all parts of the Property except Units, and includes all interior or exterior common amenities, all hallways, walkways, driveways, stairwells and elevators, all Residential Unit exterior doors, windows and their frames and related trim and hardware, all Storage Areas, and all private decks and balconies. References made to the Association in these Rules and Regulations mean the Board acting for and on behalf of the Association.

GENERAL USE REGULATIONS

- 1. Persons residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of the City of Minneapolis and other governmental authorities, including those prohibiting or restricting the serving of alcohol to minors. If charged with a violation by a governmental authority, the responsible Owner is obligated to indemnify, hold harmless and defend the Association and its officers and directors and all other Owners and Occupants from and against all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
- 2. Please be considerate of other residents and refrain from engaging in conduct which is a material annoyance or nuisance to others. Owners are responsible for the behavior of all Occupants of their Residential Units, including lessees, and all guests of the Owners or of any such Occupants while at Legacy Lofts. The cost of repair of damage to the Property or any fixtures or personal property located thereon resulting from the acts of Owners or any Occupants of their Residential Units, including lessees, or guests of the Owners or of any such Occupants may be assessed against the responsible Owner's Unit.
- 3. Legacy Lofts is a residential condominium. Business or commercial activity may not be conducted in the Units, except for the limited, incidental activities described in Section 7 of the Declaration.
- 4. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept on the Property, including in any Storage Area, at any time.
- 5. Except as expressly permitted by law, firearms, air guns and other devices designated to fire a potentially lethal projectile may not be discharged or carried on the Property, except for carrying to and from a vehicle for purposes of transporting the device.

- 6. Persons authorized by the Board and public safety personnel may enter the Units at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of serious loss or damage to any portion of the Property, or injury or death to any Person. These authorized Persons may also enter the Units upon reasonable advance notice for purposes of maintaining, repairing and replacing Common Elements or any parts of the Units which the Association may be obligated to maintain.
- 7. Managers and others who provide services to the Association are required to take direction only from the Board or Association officers. Comments regarding services or actions of Persons performing work for the Association should be directed to the Association manager or, in the case of comments regarding services or actions of the Association manager, to the Board.

USE OF COMMON ELEMENTS

- 1. Common Element spaces, other than private decks and balconies, are for the enjoyment of all residents, and we ask that you be considerate and respectful of the rights of others so that all may enjoy the Common Elements (and, in particular, the Building's amenities).
- 2. Please use your best efforts to prevent the Common Elements from becoming unsightly. Personal property may not be stored, displayed or otherwise left outside the Units (including on Residential Unit exterior doors or private decks and balconies), except in licensed Storage Areas or as permitted by these Rules and Regulations. Hallways, walkways, driveways, stairwells, elevators and other portions of the Common Elements used for access to and from the Units may not be obstructed or used for any purpose other than access.
- 3. In order to preserve the aesthetic character and beauty of the Property, all plants, trees and landscaping should be left undisturbed, except for routine maintenance performed by or at the direction of the Association manager.
- 4. Owners and Occupants may not smoke, or permit their guests to smoke, in any Common Element spaces, other than on private decks or balconies or on outdoor grassy areas of the Property.
- 5. Use of equipment in the exercise room, sauna, weight room, outdoor playground, pool area, golf and shooting range simulator room, game room or any of the Building's other amenities shall be in accordance with the recommendations of the equipment manufacturer.
- 6. Owners and Occupants shall refrain and shall cause their guests to refrain from engaging in roughhousing or other unruly behavior while using the pool area, game room or any of the Building's other amenities.
- 7. All Owners, Occupants and guests using the exercise room, sauna, weight room, playground area, dog relief areas, pool area, golf and shooting range simulator room, game room or any of the Building's other amenities do so at their own risk. There is no lifeguard on duty in the pool area or supervision of any of the Building's other amenities, and Owners, Occupants and guests must use these areas in a safe manner and in compliance with all of the rules provided herein or posted in these areas. Owners are responsible for their safety and the safety of all Occupants of their Residential Units, including lessees, and all guests of the Owners or of any such Occupants

using these areas. Owners shall indemnify, hold harmless and defend the Association and its officers and directors and all other Owners and Occupants from and against all losses, damages and liabilities of any kind arising out of the use of these areas by such Owners, any Occupants of their Residential Units, including lessees, and all guests of such Owners or of any such Occupants.

8. If any function or gathering involving attendees other than Owners and Occupants at which alcoholic beverages are consumed is held in the community room, the pool area, the golf and shooting range simulator room, the community roof deck, the game room or any of the Building's other amenities, the responsible Owner shall indemnify, hold harmless and defend the Association and its officers and directors and all other Owners and Occupants from and against all losses, damages and liabilities of any nature arising out of the activities of attendees during or following the function or gathering. There are no similar requirements for functions or gatherings at which alcoholic beverages are served if there are no attendees other than Owners and Occupants.

NOISE

- 1. Owners and Occupants shall not make or permit their guests or pets to make any noise in the Building that causes a nuisance or unduly restricts, interferes with or impedes the quiet enjoyment of the Property by any other Owners or Occupants. Owners and Occupants shall refrain and shall cause their guests to refrain from engaging in raucous activity, using raised voices or engaging in similar behavior that may adversely impact other Owners' or Occupants' quiet enjoyment of the Property.
- 2. Quiet hours are between the hours of 11:00 p.m. and 7:00 a.m. Owners and Occupants shall keep noise to a minimum during quiet hours.
- 3. If an Owner or Occupant is disturbed by noise, they are encouraged, if comfortable, to contact the Owner or Occupant making or permitting their guests or pets to make the noise to request that such Owner or Occupant remediate the noise before contacting the Association manager.

RUBBISH AND RECYCLING

- 1. Trash rooms are located on each floor near elevator lobbies A and B. Each room has a separate chute for rubbish and recycling. In addition, dumpsters for rubbish and recycling are located in the trash room on parking level P1 just inside the resident parking garage doors. Dumpsters are separately designated for the disposal of rubbish, cardboard and other recycling. Owners and Occupants should endeavor to recycle all material that can be recycled, as placing recyclable material in rubbish chutes or dumpsters designated for rubbish can lead to higher disposal fees, which would be passed along to Owners. No rubbish should be place in any recycling chute or any dumpster designated for cardboard or other recycling. Municipal regulations regarding solid waste disposal and recycling apply.
- 2. Rubbish should be placed in securely tied, leak-proof trash bags before being deposited in a rubbish chute or an appropriately designated dumpster. Recyclable material may be deposited loosely or placed in paper bags which are then deposited in a recycling chute or an appropriately designated dumpster. Plastic bags should not be used for disposing of recyclable material.

- 3. Placing large cardboard items, large packing materials, glass items, bulk cat litter, plants and vacuum cleaner bags in rubbish or recycling chutes is strictly prohibited, as cardboard and packaging material are prone to clogging trash chutes and glass items, cat litter, plants and vacuum cleaner bags can create noise, hazard and/or maintenance problems when deposited in trash chutes. All such items must be hand carried to the trash room on parking level P1 and deposited in an appropriately designated dumpster. All cardboard boxes must be broken down before they are deposited in a designated cardboard dumpster. Any other rubbish that may clog or otherwise damage a trash chute must similarly be hand carried to the trash room on parking level P1 and deposited in an appropriately designated dumpster.
- 4. Furniture and other large household items should not be deposited in dumpsters. Owners and Occupants who wish to arrange for the disposal of such items should contact the Association manager for appropriate procedures.
- 5. Alkaline, button, lithium ion and rechargeable batteries may be recycled by depositing them in the bin in the trash room on parking level P1 designated for the disposal of batteries. No lead-acid or vehicle batteries may be disposed of in the Association's rubbish or recycling receptacles.
- 6. No E-waste may be disposed of in the Association's rubbish receptacles. Instead, any E-waste should be recycled by depositing the item in the bin in the trash room on parking level P1 designated for the disposal of E-waste. E-waste includes any tool, equipment or appliance containing a printed circuit board or a cathode ray tube, such as computers and peripherals, printers, scanners, copiers, TVs, mobile devices, telephones, digital cameras, game systems, radios, TVs, DVD players, music players, and other audio and video equipment. Indicators that tools, equipment or appliances likely contain a circuit board include the presence of a keypad, touch screen, any type of video or digital display, or common electronic ports. Small household appliances and small battery-operated devices that do not constitute E-Waste, such as toasters, coffee pots, electric can openers, griddles, curling irons, hair dryers, hair straighteners, electric toothbrushes, heating pads, paper shredders, watches and calculators, may be disposed of in the Association's rubbish receptacles after all batteries have been removed.
- 7. In addition to the foregoing, smaller rubbish bins have been placed throughout the interior Common Elements for the convenience of the Owners and Occupants. The rubbish bin located under the coffee bar in the main lobby of the Building is only for the disposal of waste from the making of coffee or other hot drinks. The other interior rubbish bins are only for the disposal of small amounts of litter.
- 8. Pet waste may only be disposed of in rubbish chutes, designated rubbish dumpsters, or designated pet waste bins located in or near the dog relief areas. All pet waste must be double bagged before being placed in any rubbish chute. Pet waste may not be disposed of in any interior trash bin.
- 9. Rubbish and recycling must not, under any circumstances, be left on the floor of any trash room or in any hallway, stairwell or other Common Element, other than in appropriately designated dumpsters or bins.

10. Any Owner or Occupant who is unsure as to the proper disposal of an item should ask the Association manager, as the responsible Owner will be liable for any damage caused by inappropriate disposal.

SOLICITATION

- 1. Solicitors and canvassers are not allowed on the Property. Owners and Occupants may not solicit or canvass door-to-door, irrespective of the reason or purpose.
- 2. No circulars, fliers or other forms of written material may be placed by or under Residential Unit doors, except that notices pertaining to Association business may be distributed in this manner at the discretion of the Association manager.
- 3. No Person may post any advertisements or posters of any kind in or on the Common Elements, except on the bulletin board in the main lobby of the Building. Postings on the bulletin board must be arranged through the Association manager. The use of the bulletin board is governed by the Association manager under the direction of the Board.
- 4. The foregoing shall in no event limit (A) the right of political candidates and political campaign volunteers to gain access to the Building and leave campaign materials at Residential Unit doors in accordance with, and to the extent required by, law, (B) the right of Census workers to gain access to the Building and contact Owners and Occupants in accordance with, and to the extent required by, law, or (C) the right of Owners and Occupants to solicit signatures of other Owners and Occupants on petitions to be presented to the Board.

SECURITY

- 1. Owners and Occupants shall pick up all food, grocery and similar deliveries in person in the main lobby of the Building.
- 2. When entering or exiting the Building through an exterior door, Owners and Occupants shall refrain from holding the door for any other Person attempting to enter the Building who is not known to such Owner or Occupant.
- 3. No Owner or Occupant shall leave, or permit their contractors, movers or other service providers to leave, any exterior doors to the Building propped open and unattended.

ARCHITECTURAL AND EXTERIOR RESTRICTIONS

- 1. Legacy Lofts is subject to recorded architectural covenants. No Person may modify or remove any part of the Common Elements, including any Residential Unit exterior doors, windows and related trim and hardware or any private decks or balconies, nor change the appearance of any portion of the Common Elements, except in accordance with the requirements set forth in Section 7 of the Declaration.
- 2. Identification, signs, flags or displays of any kind may not be placed anywhere outside the Units. An "open house" sign of a reasonable size approved by the Board may be temporarily erected in a location approved by the Board during an open house when a Unit is for sale.

- 3. Except as otherwise expressly permitted by these Rules and Regulations, additional buildings, animal enclosures, awnings, shelters, additions, poles or other structures, or physical improvements or alterations of any kind, temporary or permanent, which are visible from the exterior of a Unit, are prohibited without the prior written approval of the Board as set forth in Section 7 of the Declaration. Owners and Occupants have the responsibility to obtain approval from the Board prior to making any exterior change to their Unit. If any such change is made without approval of the Board, the Association has the right to remove the unapproved change, and otherwise correct the changed condition, at the expense of the responsible Owner.
- 4. Cable TV and local channel access is available in all Residential Units. Individual antennas may be installed only in accordance with Federal Communications Commission regulations. Please contact the Building engineer for details.

WINDOW TREATMENTS

All window treatments in the Building shall be of professional quality and of a light, neutral color of white, off-white or beige with no pattern when viewed from the exterior of the Building. Canvas or wood blinds with a natural finish are also permitted.

UTILITIES

Each Owner is responsible for the maintenance, repair, replacement and charges relating to public utilities or other similar services metered solely to their Unit.

PARKING AND GARAGE USAGE

- 1. Legacy Lofts contains one at-grade level of resident parking and three levels of underground resident parking. Access to the at-grade resident parking in Legacy Lofts is from 13th Avenue South and a separate access to the three levels of underground resident parking in Legacy Lofts is also from 13th Avenue South.
- Legacy Lofts has 16 guest-parking stalls, including one handicapped stall, located on the first floor of the Building, with access from 13th Avenue South. These parking stalls may be used by contractors, employees and sales team of Declarant until all Units are sold. Otherwise, these 16 stalls will be restricted to use by guests of Owners and Occupants. A maximum of one guest-parking stall is available for visitors of a given Owner or Occupant at any one time. Visitors must register their vehicles in the guest-parking log maintained by the Association manager. Due to limited space, guest-parking stalls may be used for short-term parking only, not to exceed 48 consecutive hours per vehicle. A minimum of 24 hours must pass before the same vehicle may be parked in guest-parking once again.
- 3. Owners and Occupants shall not park or permit their guests to park their vehicles anywhere on the Property other than (A) in a Parking Unit owned by or leased to such Owner or Occupant, (B) in a Parking Unit owned by or leased to another Owner or Occupant with the consent of such other Owner or Occupant, or (C) in the case of a guest, in a guest parking spot in accordance with the rules governing guest parking. Without limiting the foregoing, Owners and Occupants may not park their vehicles in guest parking, and Owners, Occupants and their guests may not park their vehicles in any part of resident or guest parking not designated as a parking spot.

- 4. Owners and Occupants must promptly clean up and remove of any oil or grease leaked from their vehicles onto the floor in resident parking. The cost of any specialized cleaning required will be assessed against the responsible Owner's Unit.
- 5. Owners and Occupants are responsible for moving their vehicles on a temporary basis to allow for maintenance of resident parking as requested by the Association manager and shall do so at their own expense in the event off-site parking is required. Staff are not permitted to move any vehicles.
- 6. No scooters or bicycles rented from vehicle sharing services may be parked or otherwise left anywhere on the Property (including on sidewalks), other than in parking areas, if any, specifically designated for such purpose.
- 7. Vehicles parked in violation of any of the foregoing Rules and Regulations will be subject to tow at the violator's expense.
- 8. In accordance with Section 7.5 of the Declaration, Parking Units can only be used for parking purposes. Consistent with this restriction, no Owner or Occupant may build or install any storage shed, or store or keep any personal property other than motor vehicles and trailers, in any Parking Unit.
- 9. All vehicles parked in resident parking by Owners or Occupants for longer than 48 consecutive hours (including short-term Occupants such as children home from college) must be registered with the Association manager.

COMMUNITY ROOM AREA

Legacy Lofts maintains one community room located on the second floor of the Building. The community room and the adjacent gated portion of the community roof deck are referred to in these Rules and Regulations as the "community room area."

- 1. The community room area is available for general use by all Owners and Occupants. However, the community room area may be reserved for private, Owner- or Occupant-hosted functions by advance reservation, with priority based upon the time of application or, in the case of functions to be held on any holiday listed on Annex A attached hereto, with priority established by a lottery conducted among all Owners and Occupants applying at least 90 days in advance of the holiday. No single reservation of the community room area by any Owner or Occupant shall exceed six hours in duration. Reservations (other than for Board or committee meetings, Association-sponsored events, and meetings of clubs open to all Owners and Occupants and no other Persons) may not be made more than 120 days in advance of the date of the relevant function.
- 2. Owners and Occupants reserving the community room area must clean up the area after their function and before the end of their reservation period. This cleanup includes whatever it takes to restore the area to how it was before the function began. Without limiting the foregoing, required cleanup includes:
- A. Vacuuming all carpet (a vacuum cleaner for such purpose is available for check out at the front office),

- B. Sweeping and, if necessary, mopping all tiled floors,
- C. Wiping down all counters and table tops,
- D. Cleaning all appliances,
- E. Appropriately disposing of all trash,
- F. Emptying out the refrigerator,
- G. Washing and putting away all Association dishes, glass wear, serving pieces and utensils,
 - H. Restoring all furniture to its proper placement, and
 - I. Removing all private property.
- 3. If the community room area is not cleaned up in accordance with the foregoing rules to the satisfaction of the Association manager, (i) any cleanup of the area by Building staff will be billed to the responsible Owner at the rate set forth on Annex B attached hereto and (ii) such Owner shall reimburse the Association for the cost, if any, of having a third party perform or complete such cleanup. The responsible Owner is also liable for the cost to repair any damage to the community room area, any property of the Association in the community room area or any other portion of the Common Elements caused by any of the function's attendees.
- 4. If any function involving attendees other than Owners and Occupants is held in the community room area, the host Owner or Occupant shall pay to the Association prior to the function a refundable deposit in the amount set forth on Annex B attached hereto and a non-refundable usage fee in the amount set forth on Annex B. There are no required deposits or usage fees for functions at which there are no attendees other than Owners and Occupants. The refundable deposit will be returned to the host within five business days after the function, subject to the following deductions:
 - A. If there is any damage to the community room area, any property of the Association in the community room area or any other portion of the Common Elements caused by any of the function's attendees, the cost to repair such damage may be deducted from the deposit, and
 - B. The cost of any cleanup of the community room area by Building staff or any third party required to be paid or reimbursed by the responsible Owner may be deducted from the deposit.

The liability of the responsible Owner for the cost to repair any damage to the community room area, any property of the Association in the community room area or any other portion of the Common Elements caused by any of the function's attendees and the cost of cleanup of the community room area is not limited to the amount of such deposit.

- 5. Glitter, confetti and similar decorations are not permitted in the community room area. No decorations may be taped, pinned or otherwise affixed to the walls or ceiling of the community room area.
- 6. The community room area is not designed to host functions which generate significant noise or disturbance, since it is located adjacent to, across the hall from and above and below Residential Units. If there is any question as to the appropriateness of a function, please check with the Association manager. Use of the community room area is permitted only between the hours of 7:00 a.m. and 11:00 p.m.
- 7. To facilitate entry and exit by guests, fobs on doors to the community room will be deactivated during that portion of any reservation period when guests are expected to be at a function as specified by the host on their reservation form as long as the reservation is made at least 24 hours in advance of the function. No Owner or Occupant may prop open the doors to the community room at any time or permit their guests to do so. Owners and Occupants hosting functions must contain the functions to the community room area and not allow the functions to spread out into the hallways surrounding the community room or other Common Elements.

EXERCISE ROOM (INCLUDING SAUNA) AND WEIGHT ROOM

Legacy Lofts maintains one exercise room, including a sauna, located on the second floor of the Building and a weight room located on the first floor of the Building.

- 1. The exercise room, sauna and weight room are available for general use by all Owners and Occupants at all times. No part of these rooms may be reserved for private or group use and any group workouts in these rooms must be open to all Owners and Occupants. Individuals and groups must make every effort to share equipment and floor space with others.
- 2. Personal trainers are allowed, but all personal trainers must have evidence of current liability insurance acceptable to the Association manager on file with the Association manager.
- 3. Appropriate attire shall be worn in the exercise room, sauna and weight room at all times. Appropriate close-toed shoes must be worn at all times in the weight room and while using machines in the exercise room. Appropriate attire and footwear must also be worn while in transit between any Unit and these rooms.
- 4. All Persons using the exercise room, sauna and weight room are responsible for keeping them clean and presentable. This shall include cleaning up any spills and wiping down machines, weights and other equipment. All equipment, including weights and mats, must be returned to its proper location after use. No personal equipment may be stored or otherwise left unattended in the exercise room, sauna or weight room at any time.
- 5. All Persons using the exercise room, sauna and weight room shall do so in a manner that does not interfere with others' enjoyment of these rooms, nearby Units or other Common Elements. This shall include using headphones to listen to music and taking phone calls in the hallway when others are present. However, music at a reasonable volume is allowed in the exercise room and weight room if it is not practical to use headphones given the nature of the activity, as

long as such music does not interfere with the quiet enjoyment of nearby Units or other Common Elements and the volume is lowered at the request of any other Person using the relevant room,

6. In addition to these rules, the Association may post additional rules in the exercise room, sauna and/or weight room.

OUTDOOR PLAYGROUND

Legacy Lofts maintains an outdoor playground area located in the green space on the Property.

- 1. All Persons using the playground area are responsible for keeping it clean and presentable, including properly disposing of any litter.
- 2. In addition to these rules, the Association may post additional rules in the playground area.

DOG RUN, PET GROOMING AREA AND DOG RELIEF AREAS

Legacy Lofts maintains an outdoor dog run located next to the Building's mechanicals and a pet grooming area located on the first floor of the Building. In addition, there are supplemental dog relief areas located in the grassy space on the Property shown in green on the Property Map attached hereto as Annex C and an indoor dog relief area located on the P2 parking level.

- 1. All Persons using these areas are responsible for keeping them clean and presentable, including properly disposing of any litter and pet waste. Owners must dry their pet after using the pet grooming area to avoid having wet animals traveling through the indoor Common Elements.
- 2. In addition to these rules, the Association may post additional rules in the dog run, pet grooming area and/or dog relief areas

ROOF TOP DECKS/BALCONIES

- 1. In Legacy Lofts, all Units have some form of private deck or balcony. The decks and balconies are available for use only by the Owners and Occupants, and their guests, of the Unit which is served by the deck or balcony. Access to any part of the roof area, other than a designated private deck or the community roof deck and lawn bowling area, is prohibited.
- 2. Activities on the decks and balconies may not unreasonably interfere with the peaceful enjoyment and use by other residents of their own Residential Units, decks or balconies.
- 3. Structures or other physical improvements of any kind on decks and balconies require prior written approval of the Board.
- 4 Decks and balconies may not be used to store personal property, except for seasonal furniture, patio umbrellas, gas grills and other customary patio décor, such as outdoor rugs and planters.
- 5. Patio umbrellas (A) must be anchored to a table or free-standing base of sufficient weight to secure the umbrellas so they do not blow off the deck or balcony; (B) must be in a solid

color with no lettering, logos or patterns; (C) must not, when open, extend beyond the boundaries of the deck or balcony; and (D) must be closed when not in use. Other personal property such as tables and chairs must be secured when not in use, so they do not blow off the deck or balcony.

- 6. Planters may not be hung on the exterior face of any deck or balcony railings.
- 7. Charcoal grills are strictly prohibited. For safety reasons, gas grills are subject to strict code requirements of the City of Minneapolis and are only allowed to be used with the gas line that is permanently installed in the Building. No propane tanks are allowed. Except for candles (so long as attended) and permitted gas grills, no open flames are allowed on any deck or balcony.
- 8. No lights may be hung, affixed or placed on decks or balconies other than holiday string lights between Thanksgiving and January 10 and holiday string lights or electric tea lights during the Hindu Festival of Lights (i.e., Diwali). String lights may not hang below the deck of any balcony and must be affixed to windows, doors or railings in a manner that does not compromise the structural integrity of the Building. String and tea lights may be turned on only between sundown and 11:00 p.m.
- 9. Shades, curtains, awnings and other types of sun screens (other than permitted patio umbrellas) may not be installed on decks or balconies, except that screens of a pre-approved type may be installed on the inside of any deck or balcony railing provided that the screens are no higher than the railing and are affixed to the railing with twist ties or Velcro.
- 10. Wind chimes, bells and other items that create noise may not be installed on decks or balconies.
- 11. Nothing, including eigarette butts, may be thrown or dropped from any deck or balcony. Owners and Occupants must use their best efforts when cleaning to ensure that dirt and debris are not swept off their decks or balconies. Any snow or ice that accumulates on decks or balconies should be left to melt naturally, provided that snow or ice may be shoveled into one or more piles to allow access to grills, etc. No snow or ice may be shoveled off any deck or balcony. Items such as rugs, mops and dust cloths may not be shaken out from any deck or balcony. Owners and Occupants must use their best efforts to ensure that when watering plants excessive amounts of water do not escape from decks or balconies.
- 12. No laundry may be hung from any deck or balcony railing and no clotheslines, including retractable clotheslines, may be installed or maintained on any deck or balcony.
 - 13. Bird feeding by any method on decks and balconies is not permitted.
 - 14. Pets may not relieve themselves on decks or balconies.
- 15. Routine maintenance of each deck or balcony is the responsibility of the Owners and Occupants of the Unit which is served by the deck or balcony. Other maintenance, repair and replacement will be performed by the Association and the cost assessed against the Unit served by the deck or balcony.

16. The cost of repair of damage to the roof or other area below any deck or balcony caused by an Owner or any Occupant of the Owner's Residential Unit, including any lessee, or any guests of the Owner or any such Occupant will be assessed against the responsible Owner's Unit.

SWIMMING POOL/HOT TUB

Legacy Lofts maintains a swimming pool and hot tub located on the second floor of the Building.

- 1. Owners and Occupants shall not have more than four guests at one time and must accompany guests in the pool area.
- 2. The swimming pool and hot tub are available for general use by all Owners and Occupants. The swimming pool area may not be reserved for private, Owner- or Occupant-hosted functions. Use of the swimming pool area is permitted only between the hours of 7:00 a.m. and 11:00 p.m.
- 3. Showers shall be taken before entering the swimming pool or the hot tub. All hairpins shall be removed before entering the pool or the hot tub to prevent damage to pool filters and equipment.
- 4. Appropriate swimming attire shall be worn in the swimming pool, hot tub and pool area at all times. All users of the swimming pool and hot tub shall wear appropriate attire and footwear while in transit between their Unit and the pool area. Incontinent Persons, including children not yet toilet trained, must use appropriate snug-fitting plastic pants or water-resistant swim diapers when using the pool or hot tub.
- 5. No glass containers of any kind are permitted in the pool area. If any glass container is broken in the pool area, the responsible Owner will be required to reimburse the Association for the cost of draining, cleaning and refilling the pool and/or hot tub.
- 6. No Person may eat or drink while in the pool or hot tub. All Persons using the pool or hot tub are responsible for keeping it clean and presentable.
- 7. Non-swimmers must be accompanied by responsible swimmers when using the pool area.
- 8. The swimming pool and hot tub, including the surrounding deck area, are seasonal use only.
 - 9. In addition to these rules, the Association may post additional rules in the pool area.

GOLF AND SHOOTING RANGE SIMULATOR

Legacy Lofts maintains a golf and shooting range simulator located on the first floor of the Building.

1. The simulator room must be reserved for Owner- or Occupant-hosted functions by advance reservation, with priority based upon the time of reservation. No single reservation of the

simulator room by any Owner or Occupant shall exceed four hours in duration. Reservations may not be made more than 60 days in advance of the date of the relevant function. No Owner or Occupant may have more than six active reservations at any one time.

- 2. Owners and Occupants reserving the simulator room must clean up the room after their function and before the end of their reservation period. This cleanup includes whatever it takes to restore the room to how it was before the function began. If the simulator room is not cleaned up in accordance with the foregoing rules to the satisfaction of the Association manager, (A) any cleanup of the room by Building staff will be billed to the responsible Owner at the rate set forth on Annex B attached hereto and (B) such Owner will reimburse the Association for the cost, if any, of having a third party perform or complete such cleanup. The responsible Owner is also liable for the cost to repair any damage to the simulator room, any property of the Association in the simulator room or any other portion of the Common Elements caused by any of the function's attendees.
- 3. The Owner or Occupant reserving the simulator room shall pay to the Association prior to the relevant function a refundable deposit in the amount set forth on Annex B attached hereto and, if such function involves more than two attendees other than Owners or Occupants, a non-refundable usage fee in the amount set forth on Annex B. In addition, if any Owner or Occupant reserves the simulator room but does not use the simulator during the reservation period or cancel the reservation at least 24 hours prior to the beginning of the reservation period, the responsible Owner shall promptly pay to the Association a non-usage fee in the amount set forth on Annex B. The refundable deposit will be returned to the host within five business days after the function, subject to the following deductions:
 - A. If there is any damage to the simulator room, any property of the Association in the simulator room or any other portion of the Common Elements caused by any of the function's attendees, the cost to repair such damage may be deducted from the deposit, and
 - B. The cost of any cleanup of the simulator room by Building staff or any third party required to be paid or reimbursed by the responsible Owner may be deducted from the deposit.

The liability of the responsible Owner for the cost to repair any damage to the simulator room, any property of the Association in the simulator room or any other Common Elements caused by any of the function's attendees and the cost of cleanup of the simulator room is not limited to the amount of such deposit.

4. Use of the simulator is permitted only between the hours of 7:00 a.m. and 11:00 p.m.

COMMUNITY ROOF DECK AREA

Legacy Lofts maintains a community roof deck and lawn bowling area located on the second floor of the Building. The community roof deck and lawn bowling area, other than the gated portion of the community roof deck adjacent to the community room, is referred to herein as the "community roof deck area".

- 1. The community roof deck area is available for general use by all Owners and Occupants. However, one court of the lawn bowling area may be reserved at any given time for private, Owner- or Occupant-hosted functions by advance reservation, with priority based upon the time of application. Reservations may not be made more than 60 days in advance of the date of the relevant function.
- 2. All Owners and Occupants using the community roof deck area are responsible for keeping it clean and presentable.
- 3. The community roof deck area is not designed to host functions which generate significant noise or disturbance, since it is located adjacent to and above and below Residential Units. If there is any question as to the appropriateness of a function, please check with the Association manager. Use of the community roof deck area is permitted only between the hours of 7:00 a.m. and 11:00 p.m.
 - 4. The community roof deck area is seasonal use only.

GAME ROOM

Legacy Lofts maintains a game room area located on the first floor of the Building.

- 1. The game room is available for general use by all Owners and Occupants. The game room may not be reserved for private, Owner- or Occupant-hosted functions.
- 2. All Owners and Occupants using the game room are responsible for keeping it clean and presentable.
- 3. The game room is not designed to host functions which generate significant noise or disturbance, since it is located below Residential Units. If there is any question as to the appropriateness of a function, please check with the Association manager.

CONFERENCE ROOM

Legacy Lofts maintains one conference room located on the first floor of the Building.

- 1. The conference room is available for general use by all Owners and Occupants. However, the conference room may be reserved for private, Owner- or Occupant-hosted functions by advance reservation, with priority based upon the time of application. Reservations (other than for Board or committee meetings, Association-sponsored events, and meetings of clubs open to all Owners and Occupants and no other Persons) may not be made more than 60 days in advance of the date of the relevant function.
- 2. Owners and Occupants reserving the conference room must clean up the room after their function and before the end of their reservation period. This cleanup includes whatever it takes to restore the room to how it was before the function began. If the conference room is not cleaned up in accordance with the foregoing rules to the satisfaction of the Association manager, (A) any cleanup of the room by Building staff will be billed to the responsible Owner at the rate set forth on Annex B attached hereto and (B) such Owner will reimburse the Association for the cost, if any, of having a third party perform or complete such cleanup.

3. The conference room is not designed to host functions which generate significant noise or disturbance. If there is any question as to the appropriateness of a function, please check with the Association manager.

ANIMALS

- 1. Common, domesticated house pets, such as dogs, cats, fish or birds, may be kept by an Owner or Occupant in their Residential Unit, subject to the Declaration and these Rules and Regulations. No other animals may be kept anywhere on the Property. Birds, fish and other household pets (other than dogs and cats) shall be kept in appropriate cages or tanks within the owner's Residential Unit. All references in these Rules and Regulations to a pet's owner shall include any Owner or Occupant who keeps a pet in their Residential Unit, regardless of whether they own that pet or are caring for that pet on a permanent or temporary basis on behalf of others.
- A maximum of two dogs or two cats, or one of each, may be kept in any Residential Unit. All dogs and cats must be registered with the Association manager. In the case of any dog or cat residing in the Building as of the Amendment Date, the animal must be registered no later than the Amendment Date. In the case of any dog or cat arriving at the Building after the Amendment Date, the animal must be registered no later than the first business day after the date of such dog or cat's arrival. In addition, all dog owners must pay to the Association a registration fee in the amount per calendar year set forth on Annex B attached hereto, payable in advance on the first business day of such calendar year, for each dog kept by such owner in their Residential Unit during any portion of such calendar year; provided, however, that (i) the annual fee for 2020 will be prorated based on the number of days in such calendar year occurring on or after the Amendment Date and will be payable on the Amendment Date, and (ii) in respect of any dog arriving at the Building after the first day of any calendar year (or, in the case of 2020, after the Amendment Date), the annual fee for such calendar year will be prorated based on the number of days in such calendar year (or, in the case of 2020, in that portion of such calendar year occurring on or after the Amendment Date) occurring on or after the date of such dog's arrival and will be payable on the first business day after the date of such dog's arrival. Notwithstanding the foregoing, a resident temporarily caring for any dog in their Residential Unit on behalf of a non-resident will be required to pay, in lieu of the annual registration fee described above, a registration fee in the amount per week set forth on Annex B attached hereto, payable in advance on the first business day of such week, for each dog temporarily cared for by such resident in their Residential Unit on behalf of a non-resident during any portion of such week. All dog owners who have paid the required fee will receive a Legacy dog tag. Dog owners and handlers are encouraged to display this tag on their dog's collar or harness to evidence payment of such fee and must otherwise have the tag in their possession at all times when they are on the Property (except in their Residential Units or on their private decks or balconies) with their dog.
- 3. A pet must be housed and maintained exclusively within the owner's Residential Unit, except when under the direct control of the owner or other handler. Pets may be walked on the Property only in accordance with local leash laws. Without limiting the foregoing, any pets outside of a Residential Unit, a private deck or balcony, the dog run, the pet grooming area or the indoor dog relief area must be in an appropriate pet carrier or, in the case of a dog or cat, on a leash no longer than six feet or a retractable leash locked at no longer than six feet. No pets are allowed in the community room, exercise room, weight room, outdoor playground, pool area, golf and shooting

range simulator room, community roof deck, lawn bowling area, game room or conference room. Outdoor pet enclosures of any type are prohibited, and no pet may be left unattended outdoors, including on balconies or decks or in the dog run.

- 4. Pet owners and other handlers must use their best efforts to ensure that pets do not relieve themselves on the Property, except in the owner's Residential Unit (but in no event on their deck or balcony) or, in the case of dogs, in the dog run, in the indoor dog relief area or on any grassy area on the Property shown in green on the Property map attached hereto as Annex C. Accidents in the indoor Common Elements must be immediately cleaned up by the pet's owner or other handler with an odor-neutralizing enzymatic cleaner (to avoid repeat incidents) and promptly reported by the pet owner or other handler to the Association manager. Enzymatic cleaner is available for such purpose under the coffee bar in the main lobby of the Building and at the other locations, if any, noted on the Property map attached hereto as Annex C¹. In the event a pet's owner or other handler does not clean up an accident as described above, the Owner of the Unit where the pet resides will be obligated to reimburse the Association for the cost of hiring a third party to perform the cleanup. Solid waste voided in any pet relief area or otherwise on the exterior of the Property must be promptly bagged and disposed of by the pet's owner or other handler.
- 5. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, will be cause for the removal of the offending pet from the Property by action of the Board. The Board's decision concerning the removal of a pet may, upon written petition of the pet's owner, be appealed to a vote of the other Owners at a meeting of the Association, provided that the pet's owner must pay the cost of calling and holding the meeting.
- 6. A pet's owner is responsible for any personal injury or property damage, including any damage to the Property, caused by the pet and shall indemnify, hold harmless and defend the Association and its officers and directors and other Owners and Occupants from and against all loss, damages and liability of any kind arising out of any act of the pet.
- 7. Pet waste must be disposed of in accordance with the rules under "Rubbish and Recycling".
- 8. Notwithstanding the foregoing, no rules shall be imposed which restrict the keeping of a qualified service animal for a disabled or handicapped Person in violation of any applicable state or federal statutes, regulations or rules, provided that the service animal shall be subject to the same behavioral rules as other pets unless compliance would prevent the animal from performing its duties as a service animal.

REMODELING

1. Hours for construction work and/or remodeling by Owners, Occupants and/or their contractors are from 8:30 a.m. until 4:30 p.m. Monday through Friday. There is no construction work allowed on weekends, except that Owners and Occupants may perform light maintenance tasks themselves at any time which create no noise or may perform light maintenance tasks themselves which generate modest noise of brief, limited duration between 10:00 a.m. and 4:30 p.m. Examples in this category include hanging pictures, replacing damaged finish items, etc. Large projects and

¹ Discuss with FSR,

work performed by contractors or vendors are not permitted on the weekend. Hours for construction by the Declarant to complete the buildout of the Units shall be governed by the City of Minneapolis building permit rules.

- 2. Any work performed in a Unit by an Owner, Occupant and/or their contractors which may cause a noise disturbance to other residents must be approved in advance by the Association manager. A memo will then be circulated to surrounding residents regarding the noise disturbance.
- 3. In the case of significant construction work and/or remodeling, Owners, Occupants and/or their contractors must consult with and obtain the approval of the Association manager prior to starting any work. This will offer an opportunity to resolve any questions or problems prior to commencement of a project. Without limiting the foregoing, the following work requires prior consultation with and approval of the Association manager:
 - A. Flooring replacement;
 - B. Plumbing alterations that involve adjustments to lines that serve more than one Residential Unit or require a water shutdown;
 - C. HVAC modifications;
 - D. The installation of any equipment, such as humidifiers, that connect to plumbing or HVAC:
 - E. Electrical work, including installing additional light fixtures but excluding replacing existing light fixtures;
 - F. Structural modifications to walls:
 - G. Projects that require penetration into any wall near an electrical, plumbing or gas line or any penetration into the floor or ceiling;
 - H. Modifications to or replacements of fire or other security or life safety equipment, including the temporary removal of fire alarm speakers in connection with any painting;
 - I. The installation of window curtains or blinds; and
 - J. Work that could otherwise adversely impact the Building's structure or weather-tight shell.
- 4. If any work requires prior consultation with and approval of the Association manager and such work is done without such consultation and approval, the Association has the right to remove the unapproved modifications and otherwise correct the modified condition at the expense of the responsible Owner.

- 5. After completion of the work, any changes to plumbing, electrical wiring or interior wall locations must be shown on drawings provided to the Association manager for documentation in the Unit's files.
- 6. Work by contractors for Owners or Occupants, including cutting and sawing, may not be performed on any part of the Property other than in the Owner's or Occupant's Residential Unit, including in resident parking, in guest parking, on private decks or balconies, or in hallways, walkways, driveways, stairwells or other Common Elements.
- 7. Contractors are responsible for cleaning up after themselves at the end of each workday. This cleanup includes whatever it takes to restore the area to how it was before work began. Contractors must remove all debris from the premises when leaving at the end of each workday. No materials of any kind may be left in hallways, put down any rubbish or recycling chute, left in resident parking or guest parking, or put in the Association's dumpsters. This includes wood, sheetrock, carpet scraps, tile, cardboard boxes, paint, etc.
- 8. It is the Owner's or Occupant's responsibility to contact and verify with the City of Minneapolis prior to work commencing whether a permit is required. The City of Minneapolis requires certification prior to issuance of a building permit that hard-surface flooring to be installed meets certain sound transmission standards, which standards are also required by the Association. After installation, the Association reserves the right to order a field test within 180 days after completion of installation at the Association's expense. However, if the test result does not meet the standards of the City of Minneapolis, the cost of the field test shall be assessed to the responsible Owner and the Association may order removal of the newly installed floor at such Owner's expense.
- 9. Any required repair to the Building, elevators or other Common Elements resulting from construction or remodeling work will be billed at actual cost by the Association to the Owner of the Unit where work is being performed. In addition, any mess caused by construction work or construction workers or service personnel that has to be cleaned by the Building staff will be billed to such Owner at the rate set forth on Annex B attached hereto. Owners and Occupants should make it clear to their contractors, when scheduling to have construction work done in their Unit, that they are responsible for damage and are required to clean up any mess in the Common Elements.
- 10. A key release authorization form must be completed by the Owner or Occupant in order to authorize their Unit key to be signed out to any contractor, plumber, electrician or other service personnel. Keys must be returned to the front desk at the end of the workday to be signed back in. Any keys accidentally taken off the Property must be returned immediately to the front desk.
- 11. Contractors hired by an Owner or Occupant to perform work on the Owner's or Occupant's Unit must provide proof of insurance acceptable to the Association manager.
- 12. Contractors may not park in the Building's guest parking. Meter parking is available on the streets. Meters may be reserved by contacting the City of Minneapolis to obtain a permit.

LEASING OF RESIDENTIAL UNITS

Section 7.6 of the Declaration imposes certain conditions on the leasing of Residential Units and permits the Association to impose reasonable regulations on such leasing. Pursuant to this authority, the following rules apply to Owners who lease or wish to lease their Residential Units and to their lessees.

- 1. References in the Governing Documents and in these Rules and Regulations to "leases" include all circumstances where Units, or any portion thereof, are occupied by Persons other than their Owners in consideration for rent or some other form of recompense, whether or not under agreements or arrangements denominated as leases. The terms "leasing," "leased," "subleased" and "lessee" shall have comparable meanings.
 - 2. No Residential Unit may be subleased.
- 3. Unless simultaneously occupied by the Owner, a Residential Unit must be leased in its entirety (not room by room).
- 4. All leases of Residential Units and all amendments, extensions, renewals, waivers and other modifications thereto or thereof must be in writing.
- 5. Unless authorized in writing by the Board, no lease of a Residential Unit shall be for a period of less than three months.
- 6. Residential Units listed for occupancy on short-term or vacation rental sites, such as Airbnb, HomeAway, VRBO or Booking.com, must be for a minimum lease period of three months. Any leasing via such sites shall comply in all respects with all other provisions of the Governing Documents and these Rules and Regulations regarding the leasing of Residential Units.
- 7. All Owners proposing to lease Residential Units must apply to the City of Minneapolis for a rental license, and a copy of the rental license must be provided to the Association manager prior to a lessee's move-in.
- 8. A signed addendum, in form and substance satisfactory to the Association manager, must be attached to each lease of a Residential Unit, pursuant to which the prospective lessee will acknowledge receipt of these Rules and Regulations and the Governing Documents. The addendum will also provide, among other things (A) that if there is any conflict between the lease and these Rules and Regulations, the Governing Documents or the Act, these Rules and Regulations, the Governing Documents and/or the Act shall control, (B) that any failure of the lessee to comply with the terms of these Rules and Regulations, the Governing Documents or the Act shall be a default under the lease, and (C) for the assignment by the Owner to the Association of all rents and other payments under the lease as security for the payment when due of all Assessments against the Owner, and for the remittance by the lessee directly to the Association of such rents and other payments upon notice from the Association.
- 9. A signed copy of the lease, including all addenda thereto, shall be provided to the Association manager prior to the lessee's move-in. A true and correct copy of each lease.

amendment, extension, renewal, waiver or other modification shall be provided to the Association manager promptly following execution thereof.

- 10. A completed resident information form must be provided to the Association manager prior to the lessee's move-in with respect to the lessee and each other Person who will be residing in the Residential Unit.
- 11. Prior to a prospective lessee's move-in, the Owner must provide the Association manager with such documents as the Association manager shall request in order for the Association manager to conduct customary background checks with respect to the prospective lessee and each other Person who will be residing in the Residential Unit, provided that no personal data may be sought with respect to any prospective lessee or other Person who will be residing in a Residential Unit with regard to race, color, creed, religion, national origin, gender, marital status, disability, sexual preference, family status or any other factor which identifies the prospective lessee or such other Person as being within a protected class under the Fair Housing Amendments Act of 1988 or the Minnesota Human Rights Act. Copies of the background checks will be provided by the Association manager to the Owner. The cost of the background checks shall be borne by the Owner. If a background check evidences that a prospective lessee or any other Person who will be residing in a Residential Unit has been convicted of a felony involving harm to a Person or property or has engaged in destructive or disruptive conduct during prior rental residencies, the Association manager may disallow a lease to such prospective lessee, subject to any limitations imposed by antidiscrimination laws.
- 12. Only the Owner or the Owner's designated rental agent, and not the lessee or any other Occupant of a leased Residential Unit, may contact the Association regarding Association business, except in the event of an emergency.
- 13. If there is a violation of the Governing Documents or these Rules and Regulations by the lessee or any other Occupant of a leased Residential Unit, only the Owner or the Owner's designated rental agent (and not the lessee or other Occupant) is entitled to request a hearing as provided in the Declaration. The Board shall have the discretion to allow lessees or other Occupants to attend, or to exclude lessees or other Occupants from attending, such hearings.

LEASING OF PARKING UNITS

All rules set forth above under "Leasing of Residential Units" shall also apply to the leasing of Parking Units, to the extent applicable.

MOVE-IN AND MOVE-OUT

- 1. All moves into and out of the Building and all deliveries of furniture to the Building should be scheduled with the Association manager.
- 2. Each Owner moving into the Building or leasing to a lessee moving into the Building will be assessed a fee in the amount set forth on Annex B attached hereto, payable to the Association on the date of the move, to cover costs associated with moving in. Notwithstanding the foregoing, no move-in fee will be assessed against any Owner executing a purchase agreement or leasing to a lessee executing a lease for their Residential Unit prior to the Amendment Date.

- 3. Each Owner moving out of the Building or leasing to a lessee moving out of the Building will be assessed a fee in the amount set forth on Annex B attached hereto, payable to the Association on the date of the move, to cover costs associated with moving out.
- 4. The foregoing fees are in addition to any costs associated with changing locks or issuing additional or replacement keys, fobs and resident parking access cards. In addition, if any move-in or move-out results in material damage to elevators, hallways, floors or other parts of the Building or Property, the Owner engaged in such move or leasing to the lessee engaged in such move shall reimburse the Association for all costs associated with repairing such damage.
- 5. No moving or furniture delivery trucks may park in the front turnaround or any other driveway on the Property.
- 6. No move-ins, move-outs or deliveries of furniture may be scheduled other than between 8:00 a.m. and 6:00 p.m. on Monday through Saturday.

ADMINISTRATION

- 1. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if (A) in the judgment of the Board the waiver will not violate the Governing Documents nor interfere with the rights of other Owners or Occupants, and (B) the waiver is granted to other Owners and Occupants under the same circumstances.
- 2. The Board has the authority, from time to time, to amend these Rules and Regulations and make other Rules and Regulations in accordance with Section 5.6 of the Declaration.

VIOLATIONS/HEARINGS

When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include, but are not limited to, legal action for damages or equitable relief in any court, imposition of late charges and/or default interest for past due Assessments, imposition of fines for violations, set offs against deposits, towing of vehicles or the correction of any condition which violates these Rules and Regulations or the Governing Documents. All remedies provided for in these Rules and Regulations or in the Governing Documents are cumulative and may be exercised singularly or concurrently, at the Board's option, and the exercise or enforcement of any one such remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Prior to the exercise of certain remedies, the Board shall, upon written request of the responsible Owner, grant the Owner a fair hearing with respect to the violation. Please refer to Section 12 of the Declaration for a further discussion of the Association's remedies and the hearing procedures.

FINES

1. Except as otherwise expressly provided herein or therein, fines for those found to have violated any provision of these Rules and Regulations or the Governing Documents shall be as set forth in the schedule below.

Level	Violation	1 st Violation	2 nd Violation (same offense)	3 rd Violation (same offense)	4th and Each Subsequent Violation (same offense)
Level 1	• Violations other than those enumerated in Level 2, 3 or 4	Written warning	\$50	\$100	\$150
Level 2	 Violation of parking rules Violation of remodeling rules Failure to timely clean up dog accidents in interior Common Elements, report such accidents to the Association manager or properly dispose of solid dog waste on sidewalks Failure to comply with dog leashing rules Prolonged noise or other disturbance by a pet Failure to timely register a dog or cat with the Association manager Continuation of a "noisy or unruly assembly" as defined in §389.30 of the Minneapolis Code of Ordinances following a request to moderate noise levels Failure to comply with restrictions regarding balconies and decks other than those enumerated in Level 3 Violation of safety or security regulations other than those enumerated in Level 3 Listing of Residential Units on short-term or vacation rental sites for a term of less than three months 	Written warning	\$100	\$200	\$300
Level 3	 Violation of leasing restrictions other than those enumerated in Level 2 or 4 Violation of rules relating to firearms, explosives and flammable substances Violation of prohibitions against propane tanks or charcoal grills Possession of glass containers in the pool area Throwing or dropping heavy or other dangerous items from balconies or decks Flagrant and willful violation of other safety or security rules that put Owners and Occupants or the Building at risk Unauthorized modifications to Common Elements or the exterior of any Unit 	\$500	\$750	\$1,000	\$2,000
Level 4	Leasing of any Residential Unit for less than three months	\$1,000	\$2,000	\$3,000	\$4,000
		Plus, all rent and other compensation received (or, if unknown, an estimate thereof by the Board)			

WHERE THE CIRCUMSTANCES WARRANT, THE ASSOCIATION MAY DEVIATE FROM THE FOREGOING SCHEDULE.

- 2. If a lessee or other Person residing in a leased Residential Unit violates any provision of these Rules and Regulations or the Governing Documents, copies of all written warnings and other notices in connection with such violation shall be provided to both the lessee and the Owner leasing to such lessee.
- 3. All fines for a violation must be paid within 10 days after the Final Determination Date with respect to such violation. The "Final Determination Date" for any violation is, if a hearing is held, the date of delivery to the violator in accordance with Section 12.3 of the Declaration of the Board's decision with respect to the hearing or, if the violator fails to timely request a hearing or to appear at a hearing, the date of the resulting deemed waiver of the violator's right to a hearing under Section 12.3.
- 4. In the event any payment of a fine is overdue, the Board shall have the right, but not the obligation, to impose (A) a late charge of up to the greater of \$20 or 15% of the amount past due and/or (B) interest on such amount at the highest rate permitted by law accruing beginning on the first day of the month after the fine was due.
- 5. If a Level 1 or Level 2 violation must be corrected, the violator will be considered to have committed an additional offense if such violation is not remedied within five business days, or such longer period as shall be determined by the Board, after the Final Determination Date for such violation. If any other violation must be corrected, the violator will be considered to have committed an additional offense if the violation is not remedied within 24 hours, or such longer period as shall be determined by the Board, after the Final Determination Date for such violation.
- 6. Notwithstanding the foregoing, the Board and/or the Association manager shall have the right, but not the obligation, to issue a verbal warning for accidental and/or inadvertent Level 1 violations before proceeding to a written warning. An incident resulting a verbal warning will not be considered an official violation or result in any fines. However, the Board and the Association manager reserve the right to keep a record of all verbal warnings.

AMENDMENT AND RESTATEMENT

These Rules and Regulations amend and restate in their entirety, effective on the Amendment Date, the Rules and Regulations of Legacy Lofts as in effect immediately prior to the Amendment Date.

HOLIDAYS

New Year's Day
Superbowl Day
St. Patrick's Day
Easter
Cinco De Mayo
Mother's Day
Memorial Day
Father's Day
Independence Day
Labor Day
Halloween
Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

CERTAIN FEES AND DEPOSITS

Non-refundable usage fee for community room area functions involving attendees other than Owners or Occupants	\$50
Non-refundable usage fee for simulator room functions involving more than two attendees other than Owners or Occupants	\$25
Non-usage fee for simulator room	\$25
Refundable deposit for community room area and simulator room	\$250
Per hour rate for clean up by Building staff	\$50
Annual dog registration fee (other than for dogs being temporarily cared for on behalf of non-residents)	\$84
Weekly dog registration fee for dogs being temporarily cared for on behalf of non-residents	\$10
Move-in/move-out fees	\$200

PROPERTY MAP

