

PIER 3 CONDOMINIUM ASSOCIATION

RESOLUTION  
RENTAL UNIT REGULATIONS

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement pursuant to which Landlord has agreed to lease to Tenant the Unit for a condominium unit forming a part of Pier 3 Condominium (the "Condominium") and is a member of the Pier 3 Condominium Association (the "Association"); in accordance with the terms as more fully set forth therein; and

WHEREAS, Landlord and Tenant are required to submit a lease addendum presented herein and in accordance with the terms as more fully set forth; and

WHEREAS, Landlord and Tenant acknowledge that the rental of the Unit is subject and subordinate to the provisions of the Governing Documents, as hereinafter defined, The Pier 3 Condominium Association does hereby set forth the following Resolution to record the Procedures for unit leasing at Pier 3 Condominiums;

1. **Subordination.** The Lease Agreement is subject and subordinate to the Governing Documents which govern the operation, maintenance, control and organization of the Unit, Condominium and the Association. The Lease is further subject to any existing of/or future leases, mortgages, agreements, modifications, renewals or extensions affecting the Unit, the Governing Documents or the Condominium.

2. **Use.** The Lease Agreement relates solely to the residential use and occupancy of the Unit and does not include the transfer or exchange of Landlord's voting rights to Tenant nor shall the Lease Agreement be construed as in any way diminishing or reducing Landlord's obligations under the Governing Documents.

3. **Governing Documents.**

(a) Tenant hereby acknowledges receipt of the Governing Documents and agrees to be bound by all the duties, responsibilities, terms and conditions contained in the Governing Documents, including the provisions relating to the use of the Unit and Common Elements, and all applicable laws, regulations and ordinances governing the Unit and Condominium.

(b) Landlord hereby acknowledges that, during the term of the Lease, Landlord shall continue to be bound by all the duties, responsibilities, terms and conditions contained in the Governing Documents and further acknowledges that the Lease does not impose any direct liability on the Tenant to pay any Assessment on behalf of the Landlord, rather Landlord remains primarily responsible for Landlord's obligations to the Association. Association fees, dues, assessments, utility charges and any other fees as may be assigned to

the Unit Owner account shall be billed to, and be the responsibility of, the Owner of said Unit. No assessment assigned to a Pier 3 Unit Owner account may be billed from the Association to the Tenant.

(c) Landlord shall not be relieved of any responsibilities under the Governing Documents, nor shall any provision contained herein be construed to impose any duty, responsibility or liability upon the Association as landlord. Landlord acknowledges and agrees to be fully responsible to ensure that the Unit, and the individuals, including, Tenant, occupying same, comply with all of the provisions of the Governing Documents and the Lease.

(d) Notwithstanding the foregoing, and not by way of limitation of the direct and continuing responsibility and obligation of Landlord to comply with and to cause the compliance of the Unit and the use thereof with the Governing Documents, Tenant agrees that at all times during the term of the Lease and/or while Tenant is in possession of the Unit he/she/it shall (i) comply with the Governing Documents and (ii) cooperate with Landlord in connection with the compliance by Landlord and the Unit with the Governing Documents.

(e) Without intending to limit the applicability of the terms and conditions set forth in the Governing Documents, the following is a summary of certain pertinent provisions of Governing Documents. It is not a substitute for reviewing the Governing Documents to obtain the full extent of the terms and conditions governing the Lease:

(f) Notice to Association. Landlord shall deliver to the Association, in care of its managing agent, an executed copy of the Lease and the Lease Addendum, Lease Check list, and Acknowledgement of Credit/Reference Checks, on or within ten (10) days after execution thereof but prior to Tenant taking possession. (Declaration, Section 7.2)

(g) Moving Into or Out of Unit. No person may move into or out of a Unit without previously notifying the Association's managing agent at least 48 hours prior to the move in date. Moving into or Moving out from may only be scheduled for Monday through Friday, 8:00 a.m. to 5:00 p.m. and on Saturdays, from 9:00 am to 1:00 pm. No moving is permitted on Sundays, or Holidays. Moreover, access to the Condominium shall be restricted to the loading dock gate. A non-refundable fee of \$200.00 will be charged for all moves. (Rules and Regulations, Section III)

(h) Unit Keys. Landlord and Tenant shall supply the Association's managing agent with a copy of all keys and security information necessary to gain access to the Unit. (Rules and Regulations, Section VII)

(i) Disturbances. No Tenant or guest of any Tenant shall make any noise, sounds or other audible disturbances which unreasonably interfere with the quiet enjoyment of any other Unit Owner or resident. (Rules and Regulations, Section II)

(j) Odor/Trash. No vibration or cooking or other odors shall be permitted to emanate from any Unit if it unreasonably disturbs, annoys, or interferes with the rights, comfort or convenience of other Unit Owners. Moreover, the Unit must be maintained in a

good state of upkeep and cleanliness. (Rules and Regulations, Section II D)

(k) Pets. Tenants are not allowed to have pets of any kind. Tenants of record prior to January 1, 2009, may keep their existing pets. However, such pets may not be replaced should the animal die or no longer dwell in the leased unit. (Rules and Regulations, Section VI)

(l) Alterations. Landlord and Tenant agree not to make any alterations to the Unit including, but not limited to, existing electrical, plumbing, heating, air conditioning, and the Unit structure, without the express written approval of the Board. (Rules and Regulations, Section IX and Appendix "A") For emergency repairs to or replacement of the above noted items, notice must be presented to the Management Office of the nature of the repairs to be completed.

(m) Use. The Unit may be used only for residential purposes. All other uses are prohibited including, without limitation, operation of any business in or from the Unit. (Declaration, Article VII)

(n) Parking. Subject to the provisions of the Lease Agreement, Tenant may utilize one parking space in the garage as agreed upon by Landlord. (Rules and Regulations, Section IV and Appendix "C")

(o) Fines. The Association shall transmit written notice of any violations of the Governing Documents to the Landlord and Tenant. Further, Landlord and Tenant acknowledge that the Board may impose fines for violation of the Association's Rules and Regulations in accordance with current fining policies. (Rules and Regulations, Section I) Any fines or penalties that shall be levied for any infraction of the Governing Documents will be assigned to the Unit Owner Association account.

4. **Assignment or Subleasing**. In the event of an assignment of the Lease or sublease of the Unit, Landlord and Tenant agree to provide the Association or its duly appointed managing agent with a copy of such assignment or sublease within ten (10) days of the execution thereof. Tenant has hereby agreed that any lawful levy, sale or execution, or other legal process, including any assignment or transfer in a Bankruptcy case, shall be deemed and taken to be an assignment within the meaning of this Lease.

5. **Third Party Beneficiary**. Landlord and Tenant acknowledge that the Association is a third party beneficiary of the obligations of Landlord and Tenant to perform all of their obligations under the Lease, any assignment thereof, and any sublease of the Unit.