

The Crescent on East Avenue, Inc.
Summary of Regulations
From the Declaration of Association

This restatement of selected parts of the declaration is for ready reference and does not supersede the Declaration. The omission of any item does not mean it is not in effect. In other words the Declaration of Association is in full force and effect, we have merely tried to point out the rules in a clear manner.

1. Only lot owners are Members of the Association, all lot owners are members since membership flows with the ownership.
2. The Architectural Committee, currently composed of a chairman, Paul Goldberg of 1482 and the rest of the board as members, enforces restrictions with regard to modifications of the exterior.
 - A. Currently the rules prohibit the addition of basketball backboards and nets. The existing Basketball Net on 1504 will be removed when the current lease is up.
 - B. No other additions or deletions are permitted on the exterior, other than on the deck areas that are not clearly visible to other residents and passers by.

If you have a question, it is easiest to ask. We don't charge and we try to keep it informal and agreeable.

3. Use of the driveways:
 - A. No overnight parking of commercial vehicles unless related to maintenance of the property or with board approval.
 - B. No extended storage of RV's, boats, trailers or campers.
 - C. No vehicle or boat repair on the driveway or grounds.
 - D. Each unit has garage space for two vehicles so it is not expected that there will be extended term parking on the driveway of residents' vehicles. When cars are parked on the outer (garage) loop, they should not impede access for residents and service vehicles, they may not obstruct garages, other than that of the vehicle owner and they must be parked fully on paved surface. There are spaces for seven vehicles in each of the rear lot corners that are intended for the use of residents and their guests (behind 1480-1484 and 1498-1504).

4. Signs

- A. No signs are permitted on the Association property or in or on any of the units that are visible as a public display. This includes, but is not limited to, real estate for sale signs, security system signs and political campaign signs. An exception is made for Open House signs for real estate open houses that are limited in duration (less than a day).
- B. Discreet window stickers giving notice of the presence of a security system are permitted (not to exceed 4"x4").
- C. The Association provides a sign which in addition to providing notice of the name provides the number of our manager who maintains a list of units for sale and lease and the appropriate agent to contact. In the near future this sign will provide a radio station on which a sales pitch for units that are available may be made at no cost to selling or leasing owners other than any cost to make the recording.

5. Animals in residence (domestic)

- A. The Association has made no rules regarding animals as of this draft. In accordance with Article X, 10.01 the board continues to reserve the right to make reasonable rules. It is the responsibility of unit owners and their families to prevent animals from becoming out of control and to clean up after their animals so that no damage occurs to association property including but not limited to lawn and landscaping.

6. Fencing and Screening

- A. Existing fences and screens are to be maintained as they were originally installed. If a unit owner wishes to repair or replace the original fence, they may do so as long as the replacement maintains the appearance of the original. If there is a question, please submit the proposal for review.
- B. Plantings outside of the gates are maintained by the association gardeners, unless they require significantly different care than the original developer plantings. The association can take no responsibility for damage to those exterior plantings by snow removal efforts or our contractors. The placement of boulders and other blocks which may cause damage to contractors equipment is discouraged and will cause the unit owner to bear responsibility for any such damage, should we be charged.

7. Miscellaneous rules.

- A. Don't put your refuse and recycling bin out until the evening before pickup and get them back into your garage by the end of the next day. To the extent possible keep everything in the containers provided by the city.
- B. No outside television antenna may be erected on the property without express consent of the Architectural Committee. This includes, but is not limited to antenna, satellite dishes and the eighteen-inch satellite dishes.
- C. Non resident owners are responsible for apprising their tenants of these rules and for making any restoration necessary as a result of the violation of these rules.

The Crescent on East Avenue, Inc.

Rules and Regulations: RENTAL OF UNITS

Any lease of a unit shall be in writing, for an initial term of not less than six (6) months and for the entire unit.

All leases shall include a Lease Rider in a form provided by the Board of Directors, a copy of which is attached hereto as **Exhibit A**. The Rider shall clearly state that the violation of the terms of the Declaration and By-Laws or the Rules and Regulations of the Association, unless remedied within thirty (30) days after the Tenant receives written notice of such violation, shall constitute a default under the terms of the lease.

The Owner shall at all times remain responsible for the compliance of the unit with the Declaration and By-Laws and the Rules and Regulations of the Homeowners Association.

In the event a tenant of a unit fails to comply with the provisions of the Declaration, the By-Laws, the Rules and Regulations or of any other documents referred to therein, the Board of Directors on behalf of the Homeowners Association may notify the Owner of such violations and require that the same be remedied through the Owner's efforts within forty-five (45) days after such notice. The Owner shall immediately give the tenant written notice of the violation after which the tenant shall have thirty (30) days to remedy the violations.

If such violation is not remedied within said forty-five (45) day period, then the Owner shall immediately thereafter at his or her own cost and expense, institute and diligently prosecute an eviction against the tenant on account of such violation.

The Crescent on East Avenue, Inc.

LEASE RIDER

This rider is attached to a Lease of a residential dwelling at _____ East Avenue _____, 20__ between _____ Landlord and _____ as Tenant. Landlord and Tenant named in the Lease agree for the benefit of The Crescent on East Avenue, Inc. and its Board of Directors as follows:

Any violation of the terms of the Declaration, By-Laws, or the Rules and Regulations of the Association, unless remedied within thirty (30) days after the Tenant receives written notice of such violation, shall constitute a default under the terms of the lease.

The Landlord shall furnish the Board of Directors of the Association with the name, address and phone number of the Tenant within thirty (30) days of execution of any lease.

The Landlord shall at all times remain responsible for compliance of the unit with the Declaration, By-Laws and Rules and Regulations of the Association. Rental of the unit to the Tenant does not absolve the Landlord of this responsibility.

Landlord and Tenant specifically acknowledge that they are bound by and are responsible for the obligations and duties set forth in the Declaration and agree that they are so bound for the benefit of the Association and its Board of Directors and that any remedies granted to the Association in the Declaration are acknowledged to be available to the Board of Directors at its discretion against both the Landlord and the Tenant.

If Landlord becomes delinquent in monthly assessment payments to the Association, Landlord authorizes Tenant to pay out of the rent due under the Lease all charges due to the Association on a monthly basis. Landlord authorizes the Board of Directors to bill such charges directly to the Tenant with a copy of the bill to the Landlord.

Date: _____

Date: _____