

BROADWAY MANOR CONDOMINIUMS
LEASE AGREEMENT

- A. "LANDLORD" means the OWNER or OWNER's AGENT, as described hereinafter.
- B. "OWNER" means the Owner of the CONDOMINIUM, **420 Broadway Manor, LLC**, a California limited liability company, whose address and telephone number are: **420 Hart Drive, El Cajon, CA 92021 TEL: (619) 583-4050.**
- C. "OWNER'S AGENT" means _____,

- D. "CONDOMINIUM" means **BROADWAY MANOR CONDOMINIUM UNIT # _____** at **420 Hart Drive, El Cajon, CA 92021**, consisting of a **three (3) BEDROOM, 2½ BATH** single family condominium dwelling, together with its attached garage and any balcony or patio that is intended for the exclusive use of the Occupant of the Unit.
- E. "UNIT" means the interior living area of a CONDOMINIUM.
- F. "TENANT" means all persons who reside or intend to reside in the Unit ***for more than twenty-nine (29) days.***

(list all residents):

NAME: _____	BIRTHDATE: _____
NAME: _____	BIRTHDATE: _____
NAME: _____	BIRTHDATE: _____
NAME: _____	BIRTHDATE: _____
NAME: _____	BIRTHDATE: _____

Each "Tenant" is required to register his or her name with the LANDLORD.

- G. "GUEST" is a person who stays overnight in a CONDOMINIUM for a period between **four (4) to twenty-nine (29) days.**
- H. "OCCUPANT" is any person who stays in a CONDOMINIUM overnight. An Occupant may be an a Tenant, a Guest or a Visitor.
- I. "VISITOR" is a person who visits the TENANT either without staying overnight or who stays overnight incidentally (i.e. ***for not more than 3 nights.***)
- J. "ASSOCIATION" means the **BROADWAY MANOR CONDOMINIUM ASSOCIATION**, a California nonprofit mutual benefit corporation, which operates and manages **BROADWAY MANOR CONDOMINIUMS** in which the CONDOMINIUM is located.
- K. "COMMON AREA" or "ASSOCIATION PROPERTY" means all portions of the Complex located outside of a UNIT.
- L. "AUTHORIZED VEHICLE" and "PROHIBITED VEHICLE" shall have the meanings described in the HOUSE RULES.
- M. "COMPLEX" or "PROJECT" means the **BROADWAY MANOR CONDOMINIUMS.**
- N. "DAY" shall mean a calendar day.
- O. "BUSINESS DAY" shall mean Monday through Friday, not including a holiday.
- P. "CC&RS" shall mean the "Declaration of Covenants, Conditions and Restrictions for Broadway Manor Condominiums".
- Q. "HOUSE RULES" shall mean the rules and regulations of BROADWAY MANOR CONDOMINIUMS, excerpts from which are attached to this Agreement as **ADDENDUM "A"**.

THIS IS A LEGALLY BINDING CONTRACT BETWEEN LANDLORD AND TENANT. READ IT CAREFULLY. HANDWRITTEN OR TYPED PROVISIONS HEREIN SHALL SUPERSEDE ANY PRINTED PROVISIONS IF THERE IS A CONFLICT. FILL IN ALL BLANKS. WRITE "NA" IF NOT APPLICABLE. SECTIONS AND PARAGRAPHS WITH CHECK-OFF BOXES ARE OPTIONAL; ALL OTHERS ARE STANDARD PROVISIONS.

- 1. **DATE:** _____, **200**_____
- 2. **ALL TENANTS RESPONSIBLE:** By signing this Lease Agreement, each TENANT agrees to pay the rent in full and to comply with its terms. ALL TENANTS, whether or not in actual possession of the CONDOMINIUM, are jointly and severally liable for all obligations under this Lease Agreement, and shall indemnify LANDLORD for liability arising

TENANT'S INITIALS

LANDLORD'S INITIALS

prior to the termination of the Lease Agreement for personal injuries or property damage caused or permitted by TENANT(S), their Guests and Visitors. TENANT(S) shall be responsible to make sure all GUESTS and VISITORS of the CONDOMINIUM comply with the terms of this Lease Agreement and with the HOUSE RULES and CC&RS.

3. **NO SUBLEASING OR ADDITIONAL TENANTS:** No additional TENANTS, subleasing or assignment of the Lease Agreement will be allowed without the prior written consent of LANDLORD. Any attempted subletting or assignment by TENANT shall, at the election of LANDLORD, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

4. **OCCUPANCY:** This Lease Agreement will begin on _____ and: Check a. or b.:

- a. **Lease:** and will be for a fixed term of:
 - i. **6 MONTH TERM** ending on _____ at 5:00 PM
 - ii. **12 MONTH TERM** ending on _____ at 5:00 PM
 - iii. _____ **MONTH TERM** ending on _____ at 5:00 PM

TENANT'S Lease may be ended earlier if TENANT does not pay the rent and/or comply with this Lease Agreement. TENANT shall vacate the Condominium upon termination of the Lease unless: (1) LANDLORD and TENANT have in writing extended this Agreement or signed a new agreement; or (2) LANDLORD accepts rent from TENANT (other than past due rent), in which case a **Month-To-Month tenancy** shall be created which either party may terminate as specified in **paragraph b** immediately below. Rent shall be at a rate agreed to by LANDLORD and TENANT, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect. If, however, after this Lease Agreement is terminated and TENANT stays in the CONDOMINIUM without LANDLORD'S written consent, TENANT may be a HOLDOVER TENANT, resulting in TENANT being liable to LANDLORD for daily rental damages equal to the **current market value** of the CONDOMINIUM, divided by 30.

OR

b. **Month-to-Month Tenancy:** and continue as a month-to-month tenancy. Tenancy may be terminated by TENANT after service upon LANDLORD of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the LANDLORD by service upon the TENANT of a written 60-day notice of termination of tenancy. However, **CIVIL CODE §1946.1** provides that "if any tenant or resident has resided in the dwelling for less than one year", the LANDLORD may terminate the tenancy by service upon the TENANT of a written 30-day notice. This does not waive "LANDLORD's duty of care" to prevent personal injury or property damage where that duty is imposed by law.

5. **RENT:** The rent for the CONDOMINIUM and its GARAGE is:

_____ (U.S. Funds) per Month, PAYABLE IN ADVANCE, without notice, demand, or deduction. Payment is due on the _____ day of each Month **BEGINNING ON:** _____, **200**_____, payable at this address:

**6170 CAMINITO PLATA
SAN DIEGO, CA 92120**

Payments made in person may be delivered to LANDLORD between the hours of _____ and _____ on the following days of the week:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday Other: _____

ACCEPTABLE METHODS OF PAYMENT:

- Cash Cashier's Check Personal Check Money Order | Credit Card EFT See LANDLORD for details

6. **LATE FEES AND OTHER CHARGES:** TENANT must pay a LATE FEE of **\$75.00** for each rental payment LANDLORD does not receive **by 5 PM of the 3rd day after payment is due.** The parties agree that this LATE FEE is presumed to be the amount of **\$75.00 damage** sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the LANDLORD to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if TENANT passes a check on insufficient funds, TENANT will be liable to LANDLORD for the amount of the check and a service charge of **\$25** for the first check passed on insufficient funds, and **\$35** for each subsequent check passed on insufficient funds. The LANDLORD may refuse

a personal check as the form of rent payment to cure a **Three-Day Notice to Pay Rent or Quit**.

7. **SECURITY DEPOSIT:** Prior to occupancy of the CONDOMINIUM or no later than by _____, TENANT shall pay the sum of \$ _____ as a security deposit. TENANT shall not use the security deposit to pay any regular monthly rent. LANDLORD may withhold from the security deposit only such amounts as are reasonably necessary to remedy TENANT defaults including, but not limited to, the following:
- a. defaults in the payment of rent;
 - b. to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
 - c. to clean the premises, if necessary, upon termination of the tenancy in order to return the CONDOMINIUM to the same level of cleanliness it was in at the inception of the tenancy, and/or
 - d. to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than **21 calendar days** after LANDLORD has regained possession of the premises, LANDLORD shall return any remaining portion of such security deposit to TENANT.

8. **UTILITIES; SERVICES; RENTER’S INSURANCE:** If checked, TENANT must take care of and arrange and pay for the following items from the date of the commencement of this LEASE AGREEMENT until it ends:

Telephone TV cable Electricity Gas Renter’s Insurance
 Other _____

Disconnection of utilities due to non-payment is a material violation of this Agreement.

9. **KEYS AND LOCKS:** LANDLORD is giving TENANT the CONDOMINIUM entry key and Mail Box keys listed below. TENANT may not have additional keys made or locks changed or added without prior written approval of LANDLORD.

Item	Number (quantity) Given To TENANT
CONDOMINIUM ENTRY KEY(S)	
MAIL BOX (KEY(S))	

10. **TENANT PARKING:** TENANT may park no more than **TWO (2)** motorized vehicles within the boundaries of the Complex. TENANT agrees to follow the HOUSE RULES regarding parking of vehicles in the Complex.
11. **CASH PAYMENT:** The LANDLORD may demand or require cash as the exclusive form of payment of rent or deposit of security if TENANT has previously attempted to pay the LANDLORD with a check drawn on insufficient funds or the TENANT has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the LANDLORD chooses to demand or require cash payment under these circumstances, the LANDLORD shall give the TENANT a written notice stating that the payment instrument was dishonored and informing the TENANT that the TENANT shall pay in cash for a period determined by LANDLORD, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
12. **INVENTORY: Before TENANT moves in:** LANDLORD will inspect and inventory the CONDOMINIUM and the items in it (including fixtures, furnishings, appliances, and other personal property). LANDLORD will prepare a written “**PROPERTY CONDITION FORM**” detailing the condition of the property and any items in the CONDOMINIUM when TENANT moves in. TENANT and LANDLORD will all sign the form. By signing, TENANT agrees that conditions are correctly stated. **Whenever TENANT moves out:** TENANT must take all of TENANT’S personal items with TENANT. If TENANT leaves any behind, TENANT must pay for any storage and other costs, including advertising costs, involved in selling or getting rid of such personal items.
13. **CARE, CLEANING, MAINTENANCE:** TENANT agrees to leave the CONDOMINIUM in the same condition as when TENANT moved in, except for normal wear and tear. Except as prohibited by law, TENANT agrees to keep the premises and any furniture, furnishings and appliances, and fixtures, which are rented for TENANT’S exclusive use, in good order and condition. Upon move-out, TENANT agrees to return the CONDOMINIUM to the same level of cleanliness it was in at the inception of the tenancy **BY THE DAY TENANT’S TENANCY ENDS, NOT ON ANY LATER DAY.** TENANT shall pay LANDLORD for costs to repair, replace or rebuild any portion of the premises damaged by the TENANT, TENANT’S guests or invitees. **If there is any disagreement, the signed PROPERTY CONDITION FORM described in Section 12 above will be treated as correct.**
14. **INSURANCE:** TENANT’S understands that TENANT’S property is not insured by LANDLORD or the ASSOCIATION. TENANT is not a co-insured and is expressly excluded from any insurance policy held by LANDLORD or the ASSOCIATION which is now in effect or becomes effective during the term of this Agreement.
15. **RIGHT TO ENTER:** California law allows LANDLORD or his/her employee(s) to enter the premises for certain purposes during normal business hours. LANDLORD will provide written notice to the TENANT prior to the entry of the

CONDOMINIUM whenever required by state law (**CIVIL CODE §1954**). TENANT's non-compliance with LANDLORD's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.

16. **ALTERATIONS AND REPAIRS:** Except as provided by law, no alterations, repairs or decorating shall be done by TENANT without LANDLORD's prior written consent. TENANT shall notify LANDLORD in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. TENANT shall hold LANDLORD harmless and indemnify LANDLORD as to any mechanics lien recordation or proceeding caused by TENANT. TENANT may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the LANDLORD. The notice shall include the name, address, and telephone number of any new telecommunication provider. TENANT agrees to pay all costs resulting from the alteration and agrees to pay to the LANDLORD any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear
17. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and TENANT shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to LANDLORD. LANDLORD shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
18. **SEX OFFENDERS:** Pursuant to **PENAL CODE §290.46** information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the **Department of Justice** at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
19. **SERVICE OF NOTICES:** If LANDLORD has to give any notice to TENANT, LANDLORD may serve it on any one TENANT (in the instance where there is more than one person comprising a "Tenant"). By serving the one TENANT, LANDLORD has given notice to all of the TENANTS. If LANDLORD cannot deliver a notice to TENANT, LANDLORD may post the notice in a conspicuous place on the CONDOMINIUM.
20. **BREACH OF LEASE:** In the event that TENANT breaches this Lease Agreement, LANDLORD shall be allowed at LANDLORD 's discretion, but not by way of limitation, to exercise any or all remedies provided LANDLORD by **CIVIL CODE §§ 1951.2 and 1951.4**. Any **damages** that LANDLORD "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that TENANT proves could be reasonably avoided.
21. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by LANDLORD of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement.
22. **ADDENDA:** The following, if checked, are attached to and made a part of this Lease Agreement:

<u> X </u>	House Rules (Excerpt)	<u> X </u>	Condominium CC&RS	_____	_____
<u> X </u>	Property Condition Form	_____	_____	_____	_____
_____	Pet Addendum	_____	_____	_____	_____
23. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
24. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
25. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
 - the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$_____, plus court costs; or
 - each party shall be responsible for their own attorneys' fees and court costs.
26. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

ACCEPTANCE OF LEASE AGREEMENT:

TENANT'S SIGNATURE:

_____ **x** _____
Date Signature Name (print or type)

_____ **x** _____
Date Signature Name (print or type)

_____ **x** _____
Date Signature Name (print or type)

_____ **x** _____
Date Signature Name (print or type)

CELL #'s:

EMAIL:

IN CASE OF EMERGENCY, CONTACT: _____

LANDLORD(S) SIGNATURE:

(or Landlord's Signature by Landlord's Rental Agent, if any)

_____ _____ _____
Date Signature Name (print or type)

ADDENDUM "A"

Excerpts from BROADWAY MANOR CONDOMINIUMS HOUSE RULES:

"VEHICLES AND PARKING"

- 1.1 **Vehicles must display a current vehicle registration for the STATE in which the vehicle is registered.** Vehicles not meeting this requirement will be subject to a fine and if not corrected within five (5) working days, will be towed at the Owner's expense.
- 1.2. **AUTHORIZED VEHICLES** shall include the following:
- a. **standard passenger vehicles**, including without limitation automobiles
 - b. **passenger vans** designed to accommodate ten (10) or fewer people
 - c. **motorcycles**, provided they are operated at noise levels not exceeding 45 decibels; and
 - d. **pick-up trucks** having a manufacturer's rating or payload capacity of one (1) ton or less
 - e. the foregoing vehicles which are used both for business and personal use and have signs or markings of a commercial nature on such vehicles, provided that such signs or markings are unobtrusive as determined by the Board.
- 1.3. The **dimensions of Authorized Vehicles** may not exceed the following:
- a. **seven feet (7.0')** in width from furthest point to point, including mirrors and tires
 - b. **eighteen-feet (18.0')** in length, including bumper attachments and hitches
 - c. **six feet, four inches (6'4")** in height, including roof racks or other projections
- 1.4. **PROHIBITED VEHICLES** shall include the following:
- a. **commercial vehicles**, including, but not limited to: stake bed trucks, tank trucks, dump trucks, tow trucks, buses, step vans, concrete trucks; but excluding those vehicles described in Paragraph 41e;
 - b. **buses or vans** designed to accommodate more than ten (10) people;
 - c. vehicles having **more than two (2) axles**;
 - d. **trailers** (including boat & horse trailers), trailer coaches;
 - e. **recreational vehicles**, motor homes, campers, or pickup trucks with a camper shell that is higher than the cab or longer than the factory bed;
 - f. **all-terrain vehicles (ATV)** ;
 - g. **boats**;
 - h. **noisy (in excess of 45 decibels) vehicles or vehicles without mufflers or bad mufflers**; owners of such vehicles shall have 72 hours to repair their vehicle, or it will be subject to TOW-AWAY; offending vehicles may be banned from entering the Property.
 - i. **unlicensed or unregistered vehicles**
 - j. **inoperable vehicles**; if a vehicle is cited as inoperable, (flat tire, etc.) the problem must be rectified within 24 hours or the vehicle will be subject to fines for failure to correct and/or the vehicle may be booted or towed at its owner's expense;
 - k. vehicles from which an essential or legally required operating part is removed;
 - l. **Oversized Vehicles** (defined below);
 - m. **Unightly Vehicles** (defined below);
 - n. "high boy" jacked-up vehicles;
 - o. vehicles with oversized tires;
 - p. smoky vehicles;
 - q. parts of vehicles;
 - r. aircraft;

s. such other vehicles and/or any vehicle or vehicular equipment as the Board may determine from time to time.

Temporary parking of the Prohibited Vehicles described in preceding subparagraphs (a), (b), (c), (d) or (e) shall be permitted.

“Temporary Parking” shall mean the parking: (1) of such vehicles belonging to Occupants for purposes of loading and unloading only, or (2) delivery trucks, service vehicles and other commercial vehicles for purposes related to the furnishing of services to the Association or an Occupant, and/or for loading and unloading only; provided further, that no such temporarily parked vehicle may remain within the Property overnight.

“Unsightly Vehicle” shall mean a vehicle which: (1) is not substantially whole as when purchased new, (2) is substantially wrecked and not repaired; (3) has damaged fenders, bumpers, doors, radiator grills or other exterior surfaces; (4) is missing a fender, bumper, or door; (5) has a cut off top, front or rear end; (6) is loaded with debris and/or construction materials; (7) has prolonged flat tires; (8) displays flags or numerous bumper stickers; (9) is a non-drivable vehicle; (10) is crudely and unsightly painted, or is painted with camouflage paint, or has paint worn through to the undercoat; (11) has a broken out window; or (12) has characteristics not normal to a reasonably safe and fair conditioned drivable vehicle.

“Oversized Vehicle” shall mean either (a) a vehicle whose dimensions exceed the authorized dimensions described above; or (b) a vehicle regardless of its dimensions that when parked in a parking stall it extends beyond the length of that parking stall when its front end is parked against the concrete bumper or curb. Occupants must apply in writing and receive written approval from LANDLORD for any vehicle exceeding this requirement prior to parking on the premises. LANDLORD can give approval only if an appropriate space is available which will not cause a hazard to other drivers.

PROSPECTIVE RESIDENTS are hereby cautioned to be sure that their vehicles meet this requirement prior to signing any binding agreement for CONDOMINIUM purchase, lease or occupancy. Vehicles in violation of these Rules are not allowed to park on the premises and are subject to being towed at its owner’s expense.

1.5. Residents are responsible for the upkeep of their parking space and for the removal of any rubbish and excessive oils and grease.

1.6. No vehicle mechanical repairs or maintenance shall be performed in the Complex, except in the case of an emergency – such as repairing a flat tire, adding water or oil. NOTE: there shall be no draining of oil or other vehicle fluids anywhere within the Complex.

1.7. Parking areas may not be used for any recreational activities (such as ball playing, riding of bicycles, etc.).

1.8. Cars towed away for violations are towed at CONDOMINIUM Owner's expense.

“PETS”

2.1. Except as otherwise provided more stringently in the zoning ordinances of the County, an Condominium Owner or TENANT may keep and maintain in his or her CONDOMINIUM up to two (2) domesticated dogs weighing not more than **thirty (30) lbs** each, up to three (3) domesticated pets such as cats or birds, and any number of aquarium animals, provided that no CONDOMINIUM shall have aquariums which collective weigh more than 282 lbs (*e.g. a single 25 gallon aquarium*). In the event that the foregoing rule(s) changes such that an Occupant’s pet previously permitted by Rules in effect at the time such pet was authorized prior to the adoption or repeal of a Rule that would preclude such pet, such pet shall be exempt from such change Rule for the lifetime of such pet or pets. The foregoing notwithstanding, (1) no pet may be kept, maintained or bred for any commercial purpose; and, (2) notwithstanding any weight, number or

commercial restrictions, the Board of the Association may determine in writing that the weight, number and/or a commercial purpose may be reasonable or unreasonable in any instance, the criteria of which shall be to the furtherance of the CC&RS of the Association.

2.2. The foregoing notwithstanding, no pets may be kept in the Complex which result in an annoyance or are obnoxious to other Occupants; provided, however, that the House Rules may further limit or restrict the keeping of such pets. No pets shall be permitted in any area designated in the House Rules as being restricted to pets. No dog shall enter the Common Areas except while on a leash which is held by a person capable of controlling it.

2.3. LANDLORD, the Association or any other Occupant may cause any unleashed or tethered dog found within the Common Area to be removed to a pound or animal shelter under the appropriate governmental jurisdiction by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog.

(d) No dog whose prolonged barking (or other prolonged noise-producing pet) unreasonably disturbs other Owners or occupants shall be permitted to remain in the Project.

2.4. Persons bringing or keeping a pet within the Complex shall prevent their pets from soiling all portions of the Complex where other persons customarily walk or otherwise occupy from time to time and shall promptly clean up any mess left by their pets.

Each Occupant bringing or keeping a pet within the Complex shall be absolutely liable to the Association and other Owners and Occupants for any damage to persons or property caused by any pet brought upon or kept upon the Complex by such person. Any Owner or Occupant or their respective Invitees who maintain(s) any animal within the Complex, whether in compliance with or in violation of the CC&R's, shall indemnify and hold harmless the Association, its officers, directors, the LANDLORD, other Owners and Occupants from any claim brought by any person against them or any one or more of them, for personal injuries or property damage caused by such animal, insect or reptile.

“OFFENSIVE ACTIVITIES AND CONDITIONS”

3. No noxious or offensive activity shall be carried in any Condominium, or on the Association Property. No odor shall be permitted to arise from any Condominium which renders the Condominium or any portion thereof unsanitary or offensive to any portion of the Project or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of a Condominium so as to be unreasonably offensive or detrimental to any other part of the Project or to its occupants. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) which unreasonably disturb other Owner or their tenants shall be located, used or placed in any Condominium or the Association Property. Alarm devices used exclusively to protect the security of a Dwelling and its contents shall be permitted, provided that the devices do not produce annoying sound or conditions as a result of frequently occurring false alarms.

“GARBAGE AND REFUSE DISPOSAL”

4.1. All rubbish, trash and garbage shall be regularly removed from the CONDOMINIUM and the Complex Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers designed for such purpose. Such containers may be exposed to the view of neighboring CONDOMINIUMS only when set out for a reasonable period of time (not to exceed twelve (12) hours before or after scheduled trash collection hours).

4.2. The Board may require, pursuant to its Rules, that all garbage and other wastes be segregated and such segregated elements be separately packaged (for example, all cans, glass, paper products and other items of trash be segregated from each other and separate packaged for pickup and disposal by a garbage and waste disposal company or a department of any governmental agency having jurisdiction over the Project).

4.3. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, trash bins or cans shall be kept screened and concealed from view of other CONDOMINIUMS and the Association Property.

