

RULES AND REGULATIONS OF THE TUSCANY HEIGHTS CONDOMINIUMS

1. **Obstructions.** The sidewalks, entrances, passages, courts, public halls, vestibules, corridors, and stairways of the Project shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Project, Fire exits shall not be obstructed in any manner.

2. **State of Maintenance.** Each Owner shall keep the Owner's unit and any balcony or terrace to which the Owner has sole access in a good state of preservation and cleanliness.

3. **Window Coverings.** No shades, Venetian blinds, awnings, or window guards shall be used in or about any Unit without the prior written approval of the Board of Directors or the Managing Agent. Approval shall not be unreasonably withheld.

4. **Signs and Exterior Attachments.** No awning or radio or television aerial shall be attached to or hung from the exterior of a Unit and no sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of a Unit without the prior written approval of the Board of Directors or the Managing Agent.

5. **Ventilation and Air Conditioning Systems.** No window ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board of Directors or the Managing Agent as to the type, location, and manner of installation of such device. The Units have central heating and air conditioning, and any request for a separate unit shall only be granted by the Board of Directors or the Managing Agent upon compelling need there for. If permitted, each Owner shall keep any such device that protrudes from the window of the unit in good appearance and mechanical repair. No Owner shall permit any such device to leak condensation or to make any noise that may unreasonably disturb or interfere with the rights, comforts, or conveniences of any other occupant of the building. If permitted and if any such device shall become rusty or discolored, the Owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Directors for the building. If the Owner shall fail to keep any such device in good order and repair and properly painted, the Board of Directors or the Managing Agent, after giving the Owner notice and a reasonable opportunity to cure the problem, may remove such device from the window, charging the cost of removal to the Owner, and the device shall not be replaced until it has been put in proper condition and then only with the further written consent of the Board of Directors.

6. **Electric Equipment.** All radio, television, and other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all the rules, regulations, requirements, and recommendations of the local fire authorities and the

insurance underwriters of the Project. The Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in the Owner's Unit.

7. **Lightweight Vehicles.** No bicycles, scooters, motorcycles, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, courts or other public areas of the Project or on terraces or balconies of any Unit.

8. **Noise.** No Owner shall operate or permit to be operated in the Owner's Unit any phonograph, radio, or television set in a manner as to disturb the other occupants of the Project. No Owner shall practice or permit to be practiced in the Owner's Unit either vocal or instrumental music for more than two hours in any day or between the hours of 10:00 p.m. and 9:00 a.m.; and in any event, not in a manner as to disturb the other occupants of the Project.

9. **Use of Common Elements by Children.** Children shall not play in the halls, vestibules, stairways, or any of the exterior landscaped areas.

10. **Animals.** No dog, cat, bird, reptile, or other animal shall be permitted, kept, or harbored in the Project, unless the dog, cat, bird, reptile, or animal shall be expressly permitted in writing by the Board of Directors or the Managing Agent. Consent, if given, shall be revocable by the Board of Directors or the Managing Agent in their sole discretion, at any time. In no event shall any pet be permitted in any of the public portions of the Project, unless carried or on a leash. Owners shall collect any waste from their pets from the Project.

11. **Pest Inspection.** On giving twenty-four (24) hours notice to an Owner, the agents of the Board of Directors or the Managing Agent and any contractor or workman authorized by the Board of Directors or the Managing Agent may enter Unit at any reasonable hour of the day for the purpose of inspecting the Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or other pests.

12. **Cooking on Terraces or Balconies.** No cooking shall be permitted on any terrace or balcony of any Unit.

13. **Passkeys.** The Board of Directors or the Managing Agent may retain a passkey to each Unit. The Owner shall not alter any lock or install a new lock on any door leading to the Owner's Unit without the prior written consent of the Board of directors or the Managing Agent, the consent of who shall not be unreasonably withheld. If such consent is given, the Board of Directors or the Managing Agent shall be provided with a key to the new lock.

14. **Parking.** No vehicle belonging to an Owner; a member of an Owner's family; or a guest, tenant, or employee of an Owner shall be parked in a manner as to impede or prevent ready access to any entrance to or exit from the Project by another vehicle.

15. **Use of Roof.** Owners, their families, guests, servants, employees, agents, visitors, and licensees shall not at any time or for any reason whatsoever enter on or attempt to enter on the roof of the Project.

186 **Decorating Terraces or Balconies.** No terrace or balcony shall be enclosed, decorated, landscaped, or covered by any awning or other device without the consent in writing of the Board of Directors or the Managing Agent.

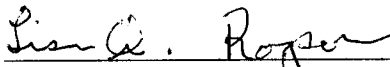
17. **Inflammables.** No Owner or any of an Owner's agents, servants, employees, licensees, or visitors shall at any time bring into or keep in the Owner's Unit any flammable, combustible, or explosive fluid, material, chemical or other substance, except for normal household use.

18. **Entrusting Keys.** If any key or keys are entrusted by an Owner, any member of an Owner's family, or the Owner's agent, servant, employee, licensee, or visitor to an employee of the Board of Directors or to an employee of the Managing Agent, whether for the Owner's Unit, automobile, truck, or other item of personal property, the entrusting of the key shall be at the sole risk of the Owner, and neither the Board of Directors nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting from or connected with the entrustment of the key.

19. **Complaints.** Complaints regarding the service of the Project shall be made in writing to the Board of Directors or to the Managing Agent.

20. **Amendments.** Any consent or approval given under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

Adopted by the Board of Directors on February 12, 2007.



Lisa A. Roper, Secretary

Exhibit "E"
Warranty

Warranty

Seller warrants the Units to be habitable and free of defects in construction for a period of one (1) year from the date the Unit is purchased. Furthermore, Seller hereby assigns to Owner all manufacturers' warranties concerning all appliances and fixtures in the Unit. **Seller makes no other warranties express or implied for merchantability or for use for a specific purpose, other than as stated above.**

**Council of Owners of
Tuscany Heights Condominiums**

Annual Operating Budget for 2013

INCOME

Council Dues 12 Units @ \$175/Month (**Whole Owners ONLY**) \$25,200.00

EXPENSES	Units	Amount/Unit Per Month	Total
Electricity (Common Area)	12	\$20.00	\$ 2,880.00
Water (Common Area)	12	\$10.00	\$ 1,440.00
Sewer for Units	12	\$10.00	\$ 1,440.00
Property Taxes (Common Area)	12	\$ 5.00	\$ 720.00
Pest Control	12	\$10.00	\$ 1,440.00
Lawn Maintenance	12	\$15.00	\$ 2,160.00
Management Fee	12	\$20.00	\$ 2,880.00
Accounting	12	\$ 5.00	\$ 720.00
Insurance	12	\$60.00	\$ 8,640.00
Administrative Expenses	12	\$ 5.00	\$ 720.00
Contingency/Reserve for Repairs	12	\$15.00	\$ 2,160.00

TOTAL Expenses **\$175.00/Unit/Month** \$25,200.00

NET INCOME \$ 0.00
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Note: The above Pro Forma Budget was prepared in accordance with Generally Accepted Accounting Principles.

Based on the above assumptions, to the best of my knowledge and belief, the above Pro Forma Budget is reasonable for the first fiscal year of the association following the date of conveyance to a purchaser.

This statement was prepared by Joe H. Tays, C.F.O.