

MERCER PARK CONDOMINIUM HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

REVISED July, 2015

I PREFACE

The Mercer Park Condominium Association Rules and Regulations (“House Rules”) supplement, but do not supersede legal statutes, Declaration and Covenants, Conditions, Restrictions, and Reservations for Mercer Park Condominiums, A Condominium (the “Declaration”) or the Bylaws of Mercer Park Condominiums. The Board of Directors encourages cooperation from all owners, residents, and guests in the observance and enforcement of these House Rules. Each person in residence is equally responsible for the comfort and well being of the other members of the community. As residents, we must all recognize that objectionable behavior is not acceptable even if it is not specifically covered in these House Rules or the Declaration. Objectionable behavior or rule violations by owner’s guests, tenants, employees, or delivery people are the responsibility of the owner.

II PERSONAL SAFETY AND SECURITY

- A. Be aware of persons loitering in the vicinity of parking areas, particularly after dark.
- B. Unrecognized or suspicious persons within the complex should be questioned, or their presence made known to a Board Member or the management company.
- C. Building and garage roofs are secured areas, and are not available for the use of residents.
- D. Residents who find it necessary to gain access to a secured area shall direct their request for access to the management company.
- E. Owners will be required to complete an Emergency Contact Information form each year. Failure to complete and return the form annually may result in a fine.

III NOISE

- A. No resident shall make or permit any disturbing noise or disorderly conduct, in his/her unit or in any common area, which interferes with the rights, comfort, or convenience of the other owners. No owner shall play or permit the playing of any musical instrument, or operate any stereo, radio, television, or loudspeaker in any unit or in the common areas if it shall disturb or annoy other residents in the complex.
- B. Loud talking, unnecessary noise, or boisterous actions are not permitted in the common and limited common areas, particularly between the hours of 10:00 P.M. and 7:00 A.M.
- C. Clothes washers, dryers, compactors, dishwashers, disposals, vacuums, or other cleaners are not to be operated between 10:00 P.M. and 7:00 A.M.

IV PETS

- A. The number of pets per unit is limited to three (3); with no more than two (2) dogs. Dogs cannot weigh more than 50 lbs full grown. (weight limit adopted Aug'12)
- B. A non refundable pet fee of \$300.00 for the first pet and \$200.00 for each additional pet shall be paid to the Homeowner's Association by each new owner/tenant. Pets in residence prior to 3-31-10 are grandfathered in without a pet fee, unless or until a new pet is acquired.
- C. Use, keeping or breeding of pets for commercial purposes is not allowed.
- D. Pets must be on leash at all times while in common areas of the property.
- E. It is the responsibility of the pet owner to insure that all pet wastes are promptly bagged and disposed of properly (i.e. deposited in the garbage).
- F. The owner of a pet, by bringing such pet onto the Condominium properties, agrees to and shall bear full responsibility for any and all personal injury and property damages caused by that pet.
- G. Any pet causing a nuisance, noise or other unreasonable disturbance shall be removed upon written notice from the Board of Directors.
- H. Pets are not allowed in the Recreation Building at any time.
- I. Only owner and tenant pets are allowed on the premises; no visiting pets are allowed.
- J. In order to prevent plant and property damage, pets are not allowed in any of the planter areas. This includes, but is not limited to, the planted areas in the front and sides of all units and all buildings. These areas cannot be used as pet waste area. Homeowners are responsible for any personal injury or property damage caused by their pet waste. Property damages include, but are not limited to, damages to community plants, shrubs and trees.

V GARBAGE AND RECYCLING

- A. All garbage (including cigarette remains) must be placed in garbage containers provided by the Association.
- B. Cardboard boxes, large empty containers, and any other large items must be broken down and placed into the recycle bins for removal by the garbage disposal service.
- C. Residents are urged to take all recyclable materials to the recycle containers on-site, especially newsprint, cardboard, aluminum, plastic, and glass containers.
- D. Non-hazardous liquids should be placed in appropriate leak-proof containers before depositing them in the garbage containers.
- E. After Christmas, residents are responsible for disposing of their tree(s). Residents are responsible for cleaning the residues from cutting and transporting their trees.

VI HAZARDOUS MATERIAL

- A. The use of charcoal barbecues and liquid fire starter are prohibited on the premises. Only propane and electric barbecues are permitted. All open flames devices are prohibited on decks and entryways, including, but not limited to, candles, Tiki torches, fire pits, charcoal grills.
- B. Homeowners will not put any type of grease, fat or oil down any drain or into any toilet. This includes grease from foods during and after cooking. Grease and fats coagulate when cooled, clogging pipes and drains and cause drainage back-ups. Repairs are extremely expensive and can cause thousands of dollars of damage to one or more units.
- C. Materials classified as hazardous shall not be stored anywhere on Mercer Park property. Any Hazardous materials (motor oil, paint thinner, insecticides, bleach, etc) must be disposed of at an approved dumpsite.
- D. No hazardous liquids shall be disposed of in interior or exterior drains.

VII PARKING, VEHICLE OWNERSHIP and VEHICLE REGISTRATION

- A. **All vehicles parking on Mercer Park Association property (excluding garages and the two assigned parking spaces) must display valid Mercer Park Association parking permits.** The parking permit must be displaying in a manner which allows the permit number to be clearly visible through the vehicles front windshield. The Board recommends that parking permitted by displaying by hanging from the rear view mirror with the number facing out or laying on the dash with the number facing up. Vehicles without a valid Mercer Park Association parking permit may be towed immediately without warning.
- B. Owners are allowed to use a maximum of two parking spaces, in addition to their garages. Because Mercer Park Association parking spaces is limited, owners are requested to use their garages to park their vehicles whenever possible.
- C. Parking is limited to designated areas only, and is on a first come, first serve basis. **Under no circumstance are owners, renters or their guests permitted to park in front of their garage or unit during the day or overnight.** This is a major violation and creates substantial safety hazard. Violating vehicles may be towed immediately. Parking in front of garages or in any area not designated for parking, restricts or prevents access and visibility through the already narrow driveways, for large emergency vehicles (fire trucks or ambulances) navigating to the affected unit. In the event there are no parking spaces available, vehicles may park along 118th Ave. S.E. Be aware it is a city parking violation for any parked vehicle to have any part of the tire touching the paved surface along 118th.
- D. Vehicles may park in front of their units temporarily for loading or unloading for no longer than fifteen (15) minutes. For car washing, the time is limited to one (1) hour.
- E. Each unit has been issued two (2) Mercer Park Association parking permits by the property management company. Owners are responsible for all vehicles displaying the Mercer Park Association parking permits assigned to their unit. In the event of loss or theft, replacement permits will cost \$75.00 each. The property management company will be responsible for maintaining a permanent register of all parking permits, which unit they are assigned to, which parking permits were lost and which replacement parking permits were issued.
- F. Mercer Park Association parking permits are assigned to specific units and may not be loaned or given to other owners. A parking permit must be assigned to the owner's unit in order to be considered valid.

- G. Mercer Park Association parking permits are issued and displayed in order to fairly control the use of the limited Mercer Park Association parking are, and provide the Association a means to readily identify the vehicle owner in the event of an emergency.
- H. When owners (or renters) have guests, the guest may park on Mercer Park Association property, only when the owner does not exceed their maximum of two (2) parking spaces and the guest's vehicle has a properly displayed Mercer Park Association parking permit. Owners are responsible for all vehicles belonging to their guests. Vehicles without a valid parking permit may be towed immediately. In the event the owner has no parking spaces available, the guest may park along 118th Ave. S.E. Be aware it is a city parking violation for any parked vehicle to have any part of the tire touching the paved surface along 118th.
- I. Owners must register all vehicles parked on Mercer Park Association property through the emergency information form. The emergency information form is obtained from the property management company. It is the owner's responsibility to complete all requested information and return the completed form to the property management company. The form will be updated annually and whenever an additional vehicle or new vehicle is purchased.
- J. Owners are responsible for ensuring their renter and guests understand and abide by all parking and vehicle registration rules. It is the owner's responsibility to ensure their renter has registered all vehicles by completing and returning the emergency information form. All fines will be assessed to the unit owner.
- K. Major car repairs will not be permitted on site. Minor repairs that can be completed within one day will be permitted.
- L. Vehicle owners shall be responsible for maintaining their vehicles to stop motor oil, grease and other fluid leaks. Owners (including their tenants and guests) are responsible for all costs associated with the cleanup of any fluids on the property.
- M. The Association is not responsible for items lost or stolen from vehicles. Owners are responsible for the security of their vehicles and their personal belongings in those vehicles.
- N. Vehicles that are inoperable due to flat tire(s) or have expired license plates are not permitted to remain on Mercer Park Association property. Mercer Park Association parking areas may not be used for vehicle storage and not be parked without moving for more than 45 days.
- O. Trailers, boats, campers, motor homes, snowmobiles and other recreational vehicles shall not be parked/stored on Mercer Park Association property.
- P. The speed limited on Mercer Park Association property is 10 MPH. The Mercer Park Complex does not have streets or roads; only driveways and parking areas. Because there are children playing, people out walking and entering and exiting their garages, all drivers must exercise extreme caution when driving on Mercer Park Association property. Exceeding the speed limit is a safety hazard and may result in fines.
- Q. The driveways and parking areas shall not be used as recreational areas or storage for ornamental items. For example, kiddie pools and planters are not to be placed in any of the driveways or parking areas.
- R. Many parking stalls are labeled "compact". Please be mindful of other vehicles and exercise care when opening car doors.
- S. Any vehicle parked in a designated Handicapped space must have a valid Handicapped Parking Permit displayed in a manner which allows it to be visible through the front of the windshield. Vehicles

without a valid Handicapped Parking Permit will be fined \$250.00 (assessed to the unit owner's account) and may be towed immediately.

- T. Car washing shall be done in such a manner which conserves water and does not splash other cars or interfere with free access. Residents may wash their registered vehicles only. Car washing is not permitted when temperatures are 36 degrees or below or are predicted to drop to 36 degrees or below in the next 24 hours.
- U. These rules are intended to ensure the safety of all residents and allow adequate parking for all Mercer Park owners. Failure to follow these rules may result in fines and/or the vehicles being towed immediately. In all cases, the vehicles owner will be responsible for all towing and related expenses.

VIII HOUSEKEEPING

- A. Residents causing spills in the common areas are responsible for the clean-up.
- B. Liquids and materials that will drip should be moved through the common areas in leak-proof containers.
- C. Bedding, clothes, rugs, or other such items shall not be displayed or hung from decks or railings. In addition, no items shall be shaken out in the common or limited common areas.
- D. Each resident shall keep his or her unit in a good state of repair and preservation.
- E. Dirt or other substances shall not be swept, dropped or thrown from doors, decks, or windows.
- F. Decks and entrances to the units are to be kept clean. Storage or accumulation of garbage, garbage containers, furniture, wood, ladders, or other items at entrances or on decks is not permitted.
- G. All units shall have draperies or blinds installed in the windows. The window treatment must appear white when viewed from the outside.

IX LIMITED COMMON and COMMON AREAS

- A. Owners shall not attempt maintenance, alteration or repairs to any limited common or common areas without written Board approval. Owners are responsible for reporting any problems to the property management company.
- B. Common areas are the exclusive property of the association and include all areas outside of the unit, including the exterior of the building and all surface areas. Limited common areas are the property of the association, with the owner having exclusive use. These areas include the front entrance, rear deck, and all windows and doors.
- C. The owner shall be responsible for all repair, replacement and installation costs of the following limited commons areas: rear deck floor cover (not including the supporting structure), and all window and door units. All repair and replacement work must be coordinated and approved by the Board in writing prior to any work being completed. Replacement windows and doors will be selected from a Board approved list of replacement units (windows and doors) and installation will be completed by a Board approved contractor following the Mercer Park residential window/door replacement scope. Owners must present at a regular meeting all plans, photos and vendors for proposed replacement window/door units prior to approval and installation.
- D. Owners shall not tamper with timers or electrical controls. Please notify the management company of maintenance problems.

- E. Walkways and entries shall not be used for purposes other than to enter or exit units.
- F. Owners may not use front entrance or rear decks railing to store flower pots or other items. Items stored on railing are not secure and pose a safety threat to residents by being knocked off accidentally or blown off in windy conditions. Items sitting on rails for extended periods also lead to deterioration of paint and wood as a result of water accumulation.
- G. Front entryways and rear decks will not be used for storage. This includes bicycles, grills and furniture. Front entryways must remain clear to aid in immediate egress or ingress in the case of an emergency. Rear deck storage is limited to outdoor furniture, which includes gas or electric grills used on the deck. Storage of other items is prohibited. Owners are responsible for keeping front entryway and rear decks clean of trash and debris. The rear deck railing may not be added to or altered in any manner which changes the appearance.
- H. No posters, bills, notices or other sign are to be posted on the premises, except on the Bulletin Board provide in the Recreation Building. Any posting that is deemed objectionable by the Board will be removed without notice.
- I. Owners or residents shall not plant, trim, relocate or remove planting without prior written approval from the board.
- J. Window air conditioners are permitted to be used from Memorial Day through Labor Day. Portable A/C units that utilize a hose connection to flush window mount are preferred and may be installed by unit occupants. Other A/C units may be used if approved by the Board. In order to use air conditioners that are window mounted or visible from the outside of the unit, homeowners will submit a proposal to the Property Manager which includes brand, model number, size in BTU's, and planned installation method prior to installation. The Board will review and provide a response as quickly as possible.
- K. No satellite dishes or any antenna structure shall be erected, installed or maintained outside a unit except with written permission from the Board.
- L. Door-to-door solicitation, selling of goods or services, or distribution of commercial literature is strictly prohibited.
- M. Owners and residents shall be responsible for damages they or their guests cause to Mercer Park property including, but not limited to, trees, shrubs and landscaped areas.
- N. Skateboards, rollerblades and scooters are not permitted on the premises, except for ingress and egress from and to Mercer Park property.
- O. Owners and residents may use outdoor water spigots for watering plants and washing personal vehicles & household items. Community water may not be used for recreational activities including but not limited to filling pools and operating water toys.
- P. Moving storage pods are allowed with the following limitations;
 - *May occupy only one (1) non-handicap parking space
 - *Allowed for one (1) 24 hour period only.
- Q. Residents choosing to maintain planters in limited common areas must ensure that the pots contain live green or flowering plants. Pots with dead or dormant plant material must be moved indoors. All front planters and landscape areas are for association landscaping only.

X SALE, RENTAL, LEASE AND GUEST POLICY

Units may be rented or leased only for occupancy by the tenant or lessee and his or her family. No unit shall be leased for transient purposes and no rooms shall be rented.

- A. Owners cannot rent their unit for the first year of ownership.
- B. No unit may be leased for less than six (6) months. (11.14.1)
- C. A unit must be rented/leased in its entirety, which includes garages. (11.14.1)
- D. A Move-in/Move-out fee of \$400.00 will be charged to each new owner and or each new renter at the time of move-in. This fee is collected during Escrow closing or during the leasing process. See next paragraph, E.
- E. Owners shall be responsible for providing the management company a copy of the lease/rental agreement, the name and phone number of the occupant, a photo and description of each pet, the make, model and license plate of each vehicle parking on Mercer Park property within two (2) weeks of unit occupancy. Owners shall be responsible for Move-in/Move-out fee (\$400.00) and pet ownership fees (\$300.00 for the first pet and \$200.00 for each additional pet).
- F. No signs, realtor information sheets, advertisements or notices are allowed on any part of the exterior of any buildings or garage. Standard size "FOR SALE", "FOR RENT", and "FOR LEASE" signs are permitted in windows on the interior of the unit. Real Estate signs at the entry of the property must be the Mercer Park approved style. No other signs are permitted.
- G. All owners shall receive a copy of the Mercer Park Rules and Regulations with the Resale Certificate. Homeowners shall be responsible for ensuring that renters receive a copy of and follow all Mercer Park Rules and Regulations.
- H. The owner shall be responsible and liable for all rule enforcement and all sanctions resulting from rule violations by visiting guests and all persons occupying their unit.

XI RECREATION BUILDINGS AND FACILITIES

This section of the House Rules shall govern the use of the Mercer Park Recreation Building and its various amenities, which include but are not limited to various exercise devices, a steam room, and an entertainment room with a fireplace and kitchenette (the "Recreation Facilities").

Each resident of Mercer park (hereinafter "Resident" and when used herein shall include the Resident's immediate family members and the Resident's guests and invitees) shall be governed by, abide by and obey each of these House Rules (and any additional rules and regulations as promulgated from time to time by the Association) when using the Recreational Facilities.

- A. The Recreation Facilities are reserved exclusively for use by the residents of Mercer Park and their guests. Guests must be accompanied by a Resident at all times. The Resident shall be responsible and liable for damages, and the conduct and acts of his/her guests while using any of the facilities.
- B. Residents are welcome to use the Clubhouse/Cabana to hold events, but must reserve the Clubhouse/Cabana through the property management company prior to holding any events. In order to reserve the Clubhouse/Cabana, resident are required to make a \$100.00 deposit and sign a statement of agreement. The deposit will be returned following Clubhouse/Cabana inspection. Owner will responsible for any cleaning charges if required. All events must end by midnight.

- C. No one under the age of 16 years old is permitted in the exercise equipment room due to safety. Young adults/children up to age of 18 years old, must be accompanied and supervised by a responsible adult at all times.
- D. Musical instruments, television sets, stereos, radios, and other such noise generating devices are to be played at a volume which will not disturb other residents or guests. Resident shall not make or allow his/her guests to make any noise found to be disturbing or offensive to other persons using the Recreation Facilities.
- E. Residents shall not cause, create or participate in violation of any health, fire or safety ordinance or regulation applicable to the Recreation Facilities.
- F. Running, jumping, fighting, boisterous or dangerous conduct and/or any noisy behavior in or around the facilities is strictly forbidden.
- G. Residents and guests are required to be properly attired at all times, going to and from, and in or around the Recreation Facilities.
- H. Personal items brought into the facilities shall be the exclusive responsibility of the Resident. Each person is solely responsible for safeguarding his or her own personal property.
- I. Possession or consumption of alcoholic beverages or of any illegal drugs at or in the facilities is absolutely prohibited and a person who is, to any extent under or reasonably appears to be under the influence of alcoholic beverages or drugs shall not be permitted on the Recreation Facilities premises.
- J. Precautions are necessary for the safe use of the exercise equipment and the steam room. Rules are posted either on or adjacent to the specific Recreation Facility amenity and Resident agrees to read and obey such rules. By Resident's use of the Recreation Facilities, Resident agrees to use caution and ordinary care while using any of the Recreation Facilities.
- K. Resident's use of the facilities is at his/her own risk.
- L. By Resident's use of the Recreation Facilities, Resident expressly waives, releases, and forever discharges MPA, the Association, and their respective subsidiaries, lender, shareholders, directors, officers, management and employees, from any and all claims, demands, suits, causes, of action of whatever kind of nature, whether based on contract, tort or otherwise, which now exist or which arise or might arise out of or which are in any way connected to the Residents use of the Recreation Facilities.

M. Exercise Equipment and Sauna:

Permitted Use. The exercise equipment, spa and sauna (herein the "Recreation Facilities") are for the exclusive use of residents and their guests, as defined herein. Usage by a nonresident guest shall be permitted only if such usage is in the then present company of a resident. All users should acquaint themselves with any potential health hazard involved with usage of the Recreation Facilities and should be aware that use of such facilities is at their own risk.

Unauthorized Use. Any non-resident guest using the Recreation Facilities shall be charged a fine of Fifty Dollars (\$50.00) per visit. Such fine shall be collectible without notice from the host/homeowner. Any fines remaining unpaid shall be collected in the manner set forth in Article 12 of the Declaration.

N. Recreation Building Keys

For the safety of all residents and their guests, no non-resident shall be given possession of a key to the Recreation Building. Any resident found to have violated such rule shall be subject to a fine equal to the costs of re-keying the Recreation Building locks and providing new keys to all residents. Any

homeowner or resident who becomes aware of a violation of such rule shall immediately report such violation to the Management Company or a member of the Board of Directors. A key replacement fee of \$75.00 will be charged for a lost key.

By Resident's use of the Recreation Facilities, Resident expressly agrees to defend, indemnify and hold harmless MPAI, the Association, and their respective successors, affiliates, agents, and assigns, and all of their respective subsidiaries, lenders, shareholders, directors, officers, and employees, (the "Indemnified Persons") from any and all claims, demands, losses, and liabilities arising from, resulting from, or connected with Resident's use of the Recreation Facilities, to the fullest extent permitted by law and subject to the provisions and limitations provided hereinafter. (a) Resident's duty to indemnify shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Persons; (b) Resident's duty to indemnify for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Resident and the Indemnified Persons shall apply only to the extent of negligence of Resident.

- A. By Resident's use of the Recreation Facilities, Resident expressly agrees that the Indemnified Persons and their legal representative do not guarantee, warrant, or assure Resident's safety or personal security and are limited in their ability to provide protective steps the Indemnified Persons have taken are neither a guarantee nor a warranty that there will be no criminal acts or such tendencies of third persons. Resident agrees and acknowledges that personal safety and security are Resident's sole responsibility.
- B. The Recreation Building shall remain locked at all times.
- C. The Recreation Facilities are specifically and expressly "smoke free" and "No Smoking" areas. Under no circumstances, at any time, is any kind of smoking allowed on or in the Recreation Facilities premises. This ban shall also include the use of any type of electronic cigarettes, vaporizing and atomizing devices. Any violation hereof shall be grounds for expulsion from the Recreation Facilities.
- D. Any and all other rules and regulations implemented by the Association shall be strictly complied with by Resident.

XII RULES ENFORCEMENT AND DUE PROCESS

Owners and residents who observe objectionable behavior or rule violations should speak promptly with the responsible owner or resident. Every effort should be made to resolve the issue or reach an understanding at this time.

Owners must notify the management company in writing of a rules violation.

The Board of Directors shall have the sole authority to enforce these House Rules, including the levy of fines up to \$500.00 per occurrence for violations. If damages are involved, fines will be in addition to the cost of damages.

House Rules Violations (other than parking) – 5 days to correct

1st violation = warning letter.

2nd violation = Fine letter - \$50.00 fine issued after 5 days.

3rd violation = Fine letter - \$100.00 fine issued after 10 days.

\$25.00 per day fine may be instituted after 15 days.

Parking/Vehicle Violations

1st violation = Warning sticker/letter. Unregistered vehicles will be towed.

2nd violation = \$50.00 to \$100.00 fine. Vehicle may be towed.
3rd violation = \$100.00 to \$200.00 fine. Vehicle may be towed.
4th violation - \$200.00 to \$400.00 fine. Vehicle may be towed.
5th violation = \$400.00 to \$500.00 fine. Vehicle may be towed.

(A parking sticker placed on the vehicle passenger side window, stating type of violation will serve as the 1st warning. Homeowners may or may not receive an additional warning letter for 1st parking violations)

Handicap Violation: \$250.00 fine, no warning.

Emergency Information/Lease Information incomplete: Same fines as house rules.

Fees:

Move in/Move out fee - \$400.00

Pet registration fee - \$300.00 for first pet; \$200.00 for each additional pet

Parking Permit Replacement fee - \$75.00 for each replacement

Clubhouse Rental - \$100.00 damage deposit (refunded if no damage or cleaning required following inspection.)

Right of Appeal. The unit owner has the right to appeal any notification of violation to the Association Board of Directors. In such case, imposition of any fine imposed will be suspended pending determination of the appeal by the Board. Any owner wishing to appeal must deliver written notice of the same to the Association's Secretary or the Association's Manager within ten (10) days after issuance of violation notice. The request for appeal will not be deemed to have been delivered until actual receipt by the Association's Secretary or the Association's Manager.

The Board of Directors specially reserves the right to institute the personal suit against the offending unit owner, as well as utilization of the lien, foreclosure, or utility shut-off.

WINDOW and PATIO DOOR REPLACEMENT GUIDELINE

The Mercer Park Condominium Association has approved the following guidelines for window and patio door replacements for all buildings. Owners are required to present plans, photos and vendor information at a regular Board meeting. This information includes, number and location of windows and/or patio doors to be replaced, window manufacturer's information regarding your selected window(s) including: photographs of window(s), warranty information, installation information, installer agreement to complete work to Association guidelines.

Vendors must submit photos to the Board of all windows and/or patio doors installed upon installation. The board will review and approve/disapprove/amend proposals in a timely manner.

The board has pre-approved the following window replacement vendors:

- 1) Pella
- 2) Champion
- 3) Milgard

Homeowners may use other vendors, but they must be approved by the Board. Homeowners are reminded that window(s) must meet the architectural uniformity requirements as described by the Declaration and recommended guidelines. The appearance of a new window (casement, trim, design, glass tint, etc) must be as similar as possible to existing windows. Therefore, photo documentation of proposed window(s) is required.

Window Installation: Window installation must be to the standard, or above, of the approved Mercer Park window installation scope of practice (available upon request). Owners shall use their selected window manufacturer's installers, in order to maintain the window warranty. Windows must be installed by a licensed, bonded and insured contractor and you must indemnify these requirements are met.

If the window replacement proposal is approved by the Board of Directors, you will be provided with a license, covenant and hold harmless agreement (copy attached). It must be accepted, signed and returned to Management prior to beginning of any replacement work. You will be given approval to proceed upon its receipt.

LICENSE, COVENANT AND HOLD HARMLESS

_____, hereinafter referred to as the "Owner", for his self, successors or assigns covenants with Mercer Park Condominium, hereinafter referred to as the "Association" and its members or successors assigns as follows:

This covenant shall bind the following real property, which is owned by Owner, commonly known as _____, hereinafter referred to as the "Unit".

This covenant benefits the real property commonly known as Mercer Park Condominium, as referred to in the Association's governing documents and any amendments.

Owner will make certain modifications to the condominium conform with the proposal previously submitted to the Association, the proposal being the basis upon which the grant of approval was made.

Owner, at his sole expense, shall install, maintain and keep in good repair and renew from time to time all components of the windows and doors. In regard to the above-described work, Owner shall employ contractors who, prior to commencing work, shall waive any/all lien rights against the Association. The contractor must also provide to the Owner and the Association satisfactory evidence that they are licensed, bonded and insured prior to commencing work.

Owner shall be responsible for any and all damages which may be done to the common elements or any other part of the condominium by owner or his agents and contractors in connection with the window installation.

If the Owner fails to perform promptly and fully any obligations imposed by the covenant, the Association may perform such obligations and the entire amounts expended in performance thereof shall be payable by the Owner, and collectible by the Association, in the same manner as an assessment pursuant to the Declaration.

To the fullest extent permitted by law, Owner will indemnify, defend and hold harmless the Association from and against all claims, damages, liability, losses and expenses (including but not limited to attorney fees, expended by the Association to defend against any claim and/or to prove its right to indemnify under this covenant), arising directly or indirectly out of or incident to the construction, existence, use, maintenance or condition of work related to the window and door installation.

The burden and benefit of this covenant are intended to attach and become appurtenant to the real property described as the Unit, and to be binding upon each party of the covenant and their successors,

heirs or assigns. This covenant will run with the land and shall be enforceable by the Association on behalf of its members or any member particularly aggrieved.

If either party to this covenant infringe or omit to perform the covenants, conditions, specifications or restrictions contained, and legal action is required to enforce the covenant or its terms, the prevailing party shall be entitled to relief and awarded costs, expenses and attorney fees whether such costs were incurred before litigation, during litigation, trial or in appeal.

Following termination for whatever cause or reason (example: decision to remove the windows and/or doors), the installation will be removed and the common areas restored to original condition at the sole cost and expense of the Owner or successor within 60 days. Except in the case of termination by Owner, Owner shall not remove, replace or alter the windows and/or doors without the prior, express written permission of the Mercer Park Condominium Board of Directors.

It will be the responsibility of the Owner to advise a successor or purchaser of the Unit of this License, Covenant and Hold Harmless agreement.

Dated this _____ day of _____, 20.

Mercer Park Condominium

By: _____

Its: _____

Dated this _____ day of _____, 20.

Owner (s)
