THE COLONY HOUSE RULES & REGULATIONS

Contents	
MANAGEMENT OFFICE SCHEDULE	
BUILDING SERVICES	
MOVING IN / MOVING OUT	
IN-HOUSE RESIDENTIAL SERVICES	5
RENOVATIONS AND ALTERATIONS	5
REPAIRS AND RESPONSIBILITIES	7
WASHER / DRYERS	
GARBAGE DISPOSALS	9
AIR CONDITIONING AND HEATING UNITS (HVAC)	9
CABLE TELEVISION	9
CONNECT	10
DELIVERIES	10
HALLWAYS, LOBBIES, AND OTHER PUBLIC AREAS	11
SHOPPING CARTS AND LUGGAGE RACKS AND PACKAGE DELIVERIES	12
STORAGE FACILITIES	12
BICYCLES, WAGONS, ETC	13
ELEVATORS	13
COMPACTOR ROOM / WASTE MANAGEMENT	14
TERRACES/DOORS/WINDOWS/ROOF	15
NOISE AND DISTURBANCES	17
ODORS	17
EXTERMINATING	17
LAUNDRY ROOM	19
PETS	19
SOCIAL ROOM / LIBRARY	20
RESIDENT INTERACTION WITH BUILDING EMPLOYEES	20
KEYS	20
SECURITY	21
COLONY SPA, POOL & DECK	22

RULES AND REGULATIONS
REGISTRATION OBLIGATIONS
GUESTS
SMOKING
FOOD AND DRINK
WORKOUT ATTIRE
PHONES AND OTHER EQUIPMENT23
SPA USAGE
GYM FLOOR/CARDIOVASCULAR AREA24
EXERCISE & AQUA CLASSES
LOCKER ROOMS
POOL AREAS
OUTDOOR POOL AREAS
INDOOR POOL AREAS
SAUNA AND WHIRLPOOL25
USE OF PERSONAL TRAINERS
LIABILITY
SPA DISPUTE RESOLUTION
AUTOMOBILES/PARKING:
HOMEOWNERS INSURANCE
VIOLATIONS OF HOUSE RULES:
ALTERNATIVE DISPUTE RESOLUTION:

In accordance with Article II Section 8 of the By-Laws of 1530 Owners Corp (hereinafter referred to as "The Colony") and Paragraph 13 of the Proprietary Lease, the Board of Directors has the authority to adopt updated and revised House Rules designed to protect the health, safety, and convenience of all Shareholders and Lessees (including tenants of the Sponsor-owned apartments (hereinafter referred to as "Residents").

The revised House Rules of 1530 Owners Corp have been adopted by the Board of Directors at a meeting of the Board held on June 2017 and a copy subsequently furnished to every Resident. The revised rules replace all rules in existence prior to the date of adoption, including any House Rules annexed to the Proprietary Lease. The Board of Directors of 1530 Owners Corp reserves the right to adopt new rules or regulations or to change, modify, amend, or revise any existing Rules or Regulations. Fees and charges listed throughout the Rules and Regulations are the existing fees at the time of publication. The Board of Directors reserves the right to change fees and charges. If and when a House Rule or Regulation or a charge or fee is changed, Residents will be notified and a new page(s) of the Rules and Regulations will be issued with the applicable revised House Rule(s), fee(s) or charge(s). Additional individual changes to Rules adopted by the Board since 2008 have been incorporated into this version dated June 2017.

It is recommended that each Resident become familiar with the content of the Rules and keep a copy in a convenient place. It is an important document and should be treated in a manner similar to other important documents. Residents shall faithfully observe and comply with House Rules. House Rules are legally binding upon every Resident, and a violation of the Rules shall constitute a breach of the Proprietary Lease.

MANAGEMENT OFFICE SCHEDULE

Monday, Tuesday, Wednesday, Thursday	8:30 AM - 5:00 PM
Friday	8:30AM - 4:00 PM

IMPORTANT PHONE NUMBERS

Fort Lee:

EMERGENCY:	911
Ambulance:	201-592-3500
Police:	201-592-3500
Fire Department:	201-592-3500
Borough Hall:	201-592-3570

At The Colony:

Management Office:	201-461-3164
Management Office Fax:	201-461-6013
Concierge Desk:	201-461-2414
Maintenance:	201-482-8892
Back Door:	201-461-3419
Spa Desk:	201-461-4763
Garage:	201-461-0061

BUILDING SERVICES

MOVING IN / MOVING OUT

As soon as a prospective Resident is notified in writing that his/her purchase or rental has been approved and the closing or move-in date has been set, the Resident should contact the Management Office (201-461-3164). Once a move-in date has been confirmed, Management will reserve the service elevator for the scheduled moving day.

- 1. The covering of hallway carpets will be required during the move-in or move-out.
- 2. The following fees/deposits must be paid in advance of the moving day:

Non-refundable Move-In Move-Out Fee: **\$250.00** Refundable Security Deposit for Move-In/Move-Out Damage: **\$500.00**

- 3. All moves, whether in or out, must be completed between the hours of 8:30 AM and 4:30 PM weekdays only. Moves are not allowed on legal holidays or weekends. If a passenger elevator is out-of-order, the move must wait until 9:30 A.M. to begin. Where the move cannot be completed by 4:30 PM, the moving party must obtain approval from Management by 3:00 PM to go beyond the scheduled time. If overtime is required, the building employee assigned to supervise the movers will remain on duty until the move is complete and the moving party will be charged for the cost incurred at the rate of \$50.00 per hour. Overtime hours, cannot go beyond 6 PM.
- 4. Where a move cannot be completed within the allotted time (including approved over time), the moving party is responsible for arranging for overnight storage and for arranging with the Management Office for the availability of the service elevator at the next available day. No move-ins or move-outs will be allowed to be continued on a weekend or a holiday.
- 5. Movers arriving after 1:00 PM anticipating a four to five-hour move will be turned away and 3:00 PM is the latest allowable docking time for a two-hour move.
- 6. Two weeks before a scheduled move-in or move-out, movers must submit to the Management Office proof of Liability Insurance in the amount no less than \$1,000,000. The Resident and 1530 OWNERS CORP and the Managing Agent must be named as additional insured on the certificate of insurance.
- 7. The Management Office must receive all documents and checks pertaining to the move two weeks before the move. It is the responsibility of the Resident to confirm that the Management Office has received all documentation and checks.
- 8. The Management Office must have a working set of keys to the apartment by the morning of the move in or the move in will not be allowed to proceed.
- 9. The moving or delivery company shall remove cartons and trash resulting from a move-in or move-out or delivery from the building at the time of the move-in or move-out.

- 10. The above rules and regulations also apply to deliveries such as furniture, major appliances, carpeting, etc.
- 11. Residents moving out must supply the office with their new address so the damage deposit may be refunded in full or part after damage inspection is completed.

IN-HOUSE RESIDENTIAL SERVICES

- 1. In-House Residential Services is a program that is designed to enable Residents to reach out to the building for a range of services, repairs, and maintenance items that are not the responsibility of the building to maintain. The services will be provided by Colony staff at a service fee based on the cost of parts and labor required to perform the task.
- 2. All fees are subject to review and change at least annually by the Board of Directors. Residents may find a complete list of the services provided and the applicable fees in this book, or by requesting the information from the Management Office.

RENOVATIONS AND ALTERATIONS

- 1. Shareholders who are planning to make any renovations or repairs to their apartments are required to familiarize themselves and their contractor(s) with 1530 Owners Corp "Rules and Regulations Concerning Alterations and Modifications of Apartments", a copy of which is available in the Colony Residents Welcome Book, on BuildingLink, or in the Management Office.
- 2. Prior to commencing an alteration or modification to an apartment, the shareholder must obtain a copy of the "Procedure For Application For Permission To Make Alterations and Modifications To Apartment," a copy of which is available in the Colony Welcome Book, on Buildinglink, or in the Management Office.
- 3. The Lessee must submit to 1530 Owners Corp two (2) original copies of detailed plans and specifications. Where structural changes (i.e. moving of walls) are part of the renovation, the Borough of Fort Lee requires that the plans of the proposed alterations submitted be signed and sealed by a New Jersey licensed architect and the Borough of Fort Lee and a work permit must be obtained from the Borough of Fort Lee. If required, the Lessee must submit non-structural plans in accordance with the Borough of Fort Lee requirements. Painting and wallpapering are considered a minor alteration.

4. ALL PLANS MUST BE APPROVED BY 1530 OWNERS CORP PRIOR TO THE COMMENCEMENT OF ANY WORK.

- 5. The Lessee must complete the "Apartment Alteration Agreement" which must be signed by the shareholder and the contractor and must be approved by 1530 Owners Corp prior to applying for any building permits.
- 6. The Lessee must also submit a copy of the "Rules and Regulations Concerning Alterations and Modifications of Apartments" signed and dated by the contractor.

- 7. The Lessee must submit a check in the amount of \$1,200.00 made payable to 1530 Owners Corp representing a deposit against damages. A separate check must be submitted for any applicable fees for the architect representing 1530 Owners Corp. Security deposits are required so that the building may be compensated, if necessary, for damage that may occur to common areas, and/or cleaning expenses incurred due to untidy conditions left by workmen. The deposit does not represent a limitation on the amount that the Lessee's may be responsible for damage and /or cleaning expenses.
- 8. Management reserves the right to review the plans and / or review the work in progress. Should Management require that an "independent" architect review the plans or the work, the architectural fees will be paid by the Lessee and deducted from the deposit in accordance with the fee schedule in the "Procedure for Application for Permission to Make Alterations and Modifications to Apartment".
- 9. In accordance with the Borough of Fort Lee requirements, Residents must obtain a building permit prior to the commencement of work, a copy of which must be filed with the Management Office prior to the commencement of work and posted on the outside hallway door of the apartment. In the event of non-compliance, a Municipal Court summons may be issued, and work will be halted immediately.
- 10. A Certificate of Insurance is required from all contractors three days prior to commencing work. The Certificates of Insurance must establish that the contractor carries Worker's Compensation, Public Liability, and Property Damage Insurance. The policies for public liability shall not be less than \$250,000 for property damage and \$1,000,000 for injuries and/or death to persons. 1530 Owners Corp and the management company at the time should also be named as an Agent as additional insured. A certificate that names the Corporation as a "certificate holder" is not the same as being named as "an additional insured" and will be rejected.
- 11. Work performed is only permitted between the hours of 8:30 AM and 5:00 PM, Monday through Friday. Painters and wallpaper hangers may work in an apartment on Saturdays 9:00 AM to noon. No work shall be permitted on weekends or holidays. Holidays are the following: New Year's Day, President's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Thanksgiving Day, Christmas Day, and other holidays as determined by the Board.
- 12. It is the responsibility of the Shareholder to notify the neighboring units in writing with a copy to the office, on the floors where the renovation is taking place as well as those units located on floors directly above and below the unit being modified of the dates when the renovation will involve a high volume of noise (i.e. window replacement/installation, floor demolition) or strong odors (i.e. floor staining).
- 13. Contractors must sign in upon arrival and sign out at the Service Entrance no later than 5:00 PM.
- 14. Contractors must obtain the proper identification tags at the Service Entrance and must wear them at all times while in the building.

- 15. Contractors must use the Service Elevator at all times.
- 16. Any violation by a contractor of Paragraphs 1 10 of this section is punishable by a fine of least \$1,000 but no greater than \$2,500. In addition, depending upon what unauthorized work was done, the Board may require the removal of the renovation/alteration and restoration to its prior condition at the violator's expense.
- 17. No fine or penalty shall be imposed, and no other action shall be taken against any Lessee for any unauthorized work that was completed prior to the effective date of "Paragraph 16" above unless such unauthorized work was performed in violation of an approved Alteration Agreement between 1530 Owners Corp and the Lessee.
- 18. Any work performed that violates a State, County, or Municipal statute, rule, or ordinance MUST be corrected immediately at the Shareholder's expense, regardless of when such illegal work was done. If the Corporation is fined for any illegal work, the Lessee shall be responsible for the full amount of the fine.

The above is intended to highlight the procedures for obtaining approvals for alterations and the contractors' rules for working in the building. It is the Shareholder's responsibility to be familiar with all the Rules and Regulations Concerning Apartment Alterations and Modifications and the Procedures for Applying for Permission to Make Alterations and Modifications, as well as for ensuring that their contractor abides by all rules, regulations, and Borough of Fort Lee ordinances and regulations.

REPAIRS AND RESPONSIBILITIES

- 1. Questions frequently arise as to the responsibility of the Lessee for repairs and maintenance of his or her apartment. According to Paragraph 18 of the Proprietary Lease, Lessee is responsible for:
 - Keeping the interior of the Apartment, including interior walls, floors, and ceilings, but excluding windows, window pane, window frames, sashes, sills, entrance and terrace doors, frames and saddles, in good repair.
 - Shall do all painting and decorating required to his apartment, including the interior of the window frames, sashes, and sills.
 - Shall be solely responsible for the maintenance, repair, and replacement of plumbing, gas and heating fixtures, and equipment and such refrigerators, dishwashers, washing machines (if installed per House Rules), ranges and other appliances.
 - Repair and maintenance of the interior, including walls, floors, ceilings, interior and exterior windows and doors.
 - Shall be solely responsible for maintenance, repair, and replacement of all appliances, lighting and electrical fixtures, appliances and equipment, and all meters, fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the riser into and through the Lessee's apartment.

- 2. Toilets and sinks and other such facilities in the building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags or any other articles be thrown into it. The Lessee shall pay for any damage resulting from the misuse of any toilet or other apparatus.
- 3. The Lessee remains responsible for the removal of any decoration obstructing repair work.
- 4. A Lessee shall be liable to the 1530 Owners Corp for all costs and expenses incurred as a result of damage caused by the Resident or the Contractor in the common areas of the Building or Building property.

WASHER / DRYERS

- 1. Effective June 1, 1997, The Colony adopted new requirements for the installation of washers and dryers. Washers and dryers installed prior to this date are grandfathered and not subject to these guidelines. The installation of washers and dryers require a duly executed Alterations Agreement, a diagram of the proposed installation and a permit from the Borough of Fort Lee prior to installation. The installation is subject to regular inspections by the Fort Lee Plumbing Inspector.
- 2. All contractors, plumbers, and electricians must have a certificate of insurance in accordance with the Alteration Agreement specifications.
- 3. Only the powder room waste stack (riser) may be used for draining the washing machine. A laundry sink basin of no less than 20 gallons capacity must receive the washing machine wastewater prior to discharging into the waste stack.
- 4. If a toilet is removed, the lead bend must be properly capped and inspected by the Fort Lee Plumbing Inspector before the floor is closed.
- 5. An automatic shutoff valve must be installed.
- 6. Each machine must be plugged into a dedicated duplex outlet.
- 7. Ball valves and check valves must be installed ahead of the washing machine valve. A water riser shut down may be necessary at a charge of \$200.
- 8. Cutting into the supply piping will NOT be permitted.
- 9. Soundproofing pads will be required under both machines.
- 10. New installation of clothes dryers must be "vent-less dryers" and comply with international plumbing and mechanical codes and must be reviewed for approval by the Fort Lee Building Department as these dryers have special requirements as to where they can be installed.
- 11. Dryers may not be vented into the building vent system at any location.

- 12. Washer and dryer installations can only be performed by a licensed plumber.
- 13. A separate circuit breaker may be installed by a licensed electrician.

GARBAGE DISPOSALS

1. Garbage disposals are prohibited. The Borough of Fort Lee Building Code prohibits the installation of garbage disposals regardless of whether one that was installed after the code the provision prohibiting them exists in the apartment. Existing disposal units (installed prior to the code) may be repaired but may not be replaced.

AIR CONDITIONING AND HEATING UNITS (HVAC)

- 1. The Residents shall not install air conditioning apparatus without prior written consent of management.
- 2. Each HVAC unit in the apartment requires periodic maintenance and service, including changing filters once a year. Maintenance personnel will contact each Resident to perform the maintenance. Lessee may not deny access to building personnel to perform the maintenance.
- 3. The Lessee is responsible for removing any enclosures or obstructions to the HVAC units prior to service being performed.
- 4. In the cooler months, starting November 15th, Lessees who are away from their apartment for a prolonged period of time are encouraged to turn off the fans for all but one HVAC unit in their apartment.
- 5. Lessees are responsible for checking that their units are functioning properly. Any damage or costs for any of the following caused by a failure to observe these Rules or other neglect concerning the maintenance of HVAC shall be the responsibility of the Lessee:
 - Any repair caused by a shareholder not complying with preventative maintenance program
 - Removal and repositioning of enclosures where the shareholder has enclosed the units
 - Damage caused by enclosures for units not having air vents built into them
 - Damage that occurs if the unit is not on the manual setting.

CABLE TELEVISION

The Building has a bulk service agreement with Time Warner Cable now known as Spectrum. This allows each resident one DVR and one primary cable box, basic standard preferred services tiers, HDTV, HBO, and Showtime as well as Time Warner's internet and telephone service. In order to take advantage of the lowest pricing, the agreement requires a 100% participation in the building and each Shareholder is charged a mandatory monthly fee, subject to change at contract renewal. This charge will appear on the monthly maintenance statement.

BUILDINGLINK

Connect is an Internet-based system that manages all day-to-day communications, recordkeeping and task tracking between occupants, building staff and property managers in Residential buildings. The program runs on a secure web server, so users may access their property's data and their authorized functions from anywhere in the world, using only a web browser and their login name and password. In addition, Connect intelligently and conveniently integrates into its system a variety of e-mail notification options for critical events and technology components for increased productivity.

Every Resident must complete a questionnaire, which provides management with the information needed to set up a profile in Connect for that Resident. The information in the profile allows Management to maintain regular and emergency contact information and notification preferences as well as maintain information for an emergency broadcast system. All information is confidential and password protected, allowing access to only those people who require access to perform the applicable functions.

Residents are provided features such as access through Connect to retrieve copies of building Rules and Regulations and Forms, e-mail notifications of packages and special deliveries, on-line access to requests and follow-up of maintenance requests, and the ability to authorize special instructions regarding your apartment to the front desk.

Each Resident will receive a confidential password for the system.

Residents may update their profile on-line themselves or notify the office if there is a change to any of their profile information (name, phone numbers, alternate addresses, emergency contacts, etc.).

DELIVERIES

- 1. Deliveries of furniture, carpet, major appliances, etc. are permitted only on Monday through Friday, between the hours of 9:00 AM and 4:30 PM. Small deliveries and removals requiring not more than one elevator trip shall be permitted on Saturdays between the hours of 9:00 AM and Noon. No deliveries will be permitted on Sundays or Holidays. The Management office must be notified in advance to reserve the service elevator. These deliveries will not be permitted unless prior approval is obtained.
- 2. The Resident must provide the office with Truckers' Proof of Liability Insurance, naming 1530 Owners Corp, as the additional insured with limits not less than \$1,000,000. Proof of Insurance must be submitted to the Management Office prior to delivery.
- 3. Trunks and cartons must be moved in or out of the building through the service entrance using only the service elevator.
- 4. Delivery or removal of furniture or other large items will not be permitted through the front lobby at any time. The service entrance must be used, and the service elevator must be reserved for this purpose.
- 5. Packages or items left by Residents for pick-up by outside parties at the Concierge Desk or Valet must be properly labeled with name and destination of the third party and the name and

apartment number of the Resident leaving the package or item. All packages or items left by Residents will be logged into Connect and will require a signature from the receiving party.

- 6. Packages or items left by Residents for other Residents at the Concierge Desk or Package Delivery Room must be properly labeled with name and apartment of the Resident receiving the item and the name and apartment number of the Resident leaving the package or item. All packages or items left by Residents will be logged into Connect and will require a signature from the receiving party.
- 7. In order to allow acceptance of packages or special deliveries, Residents must complete a Delivery Acceptance and Pick-up of Items Authorization Form or provide Resident authorization through Connect. No package or delivery will be signed for by building personnel without prior authorization. Deliveries accepted by the Concierge are the responsibility of the Resident and will not be the responsibility of the Corporation, its employees or Managing Agent.
- 8. All Federal Express, United Parcel Service, DHL Amazon, or other special deliveries by third parties will be logged into Connect by the Concierge or Back Service Desk or the Valet and will require a signature from the receiving party.
- 9. All persons delivering food to Residents must enter through the Service Entrance where the attendant will check with the Resident before admitting them. The Back-Service Entrance is closed every night at 9 P.M. until the following morning. Deliveries after 9:00 P.M. must go through the front entrance and check in with the Concierge on duty.

HALLWAYS, LOBBIES, AND OTHER PUBLIC AREAS

- 1. Smoking or carrying of a lighted cigarette, cigar or pipe is strictly prohibited in the hallways, lobbies, elevators, mailrooms, laundry rooms, social rooms, conference rooms, stairwells, garage, and all other common areas of the building.
- 2. Hallways may not be obstructed or used for any purpose other than entering and/or leaving apartments.
- 3. Exit stairwells may not be obstructed at any time. Stairwell doors must remain closed at all times.
- 4. Personal property of any kind may not be placed in the hallways or on staircase landings. Personal property includes, but is not limited to, doormats, shoes, boots, galoshes, and umbrellas. Baby carriages, strollers, wagons, and scooters must be stored in the apartment but not on terraces.
- 5. No Resident signs or notices may be posted anywhere in the building or outside individual apartments without prior written approval from Management. In the case of Management approval, the office will post the approved notice on designated electronic bulletin boards located in the Lobby mailrooms and the Lower Lobby.

- 6. Loitering in the hallways, lobby, or in front of the building is not permitted. Lobbies and other common areas are restricted to Residents and their guests. Domestic Employees shall not congregate in the main Lobby of the building.
- 7. No persons including children are permitted to play in the hallways, lobby or front of the building. Children are permitted in the outdoor play area.
- 8. Hallways and unit doors may not be decorated or furnished by anyone in any manner.
- 9. No one is permitted to walk in the common areas, including the elevators, barefooted or without a cover over a bathing suit. Proper attire shall be required at all times in the main Lobby and mailrooms.
- 10. All guests shall enter the building at the main Lobby entrance and proceed to the Concierge Desk where will obtain permission from the Resident before the guests are directed to the elevators.
- 11. The lower Lobby service entrance is available only to Residents, domestic employees, approved contractors and delivery persons. The attendant at the service entrance shall obtain permission from the Resident before delivery persons are directed to the service elevator.
- 12. No one is permitted on the roof of the Building.
- 13. Residents shall not conduct any group tour, exhibition or auction sale of the Apartment or its contents.

SHOPPING CARTS AND LUGGAGE RACKS AND PACKAGE DELIVERIES

Residents and Domestic Employees shall use the service entrance, lower Lobby garage entrance and service elevator for ingress to and egress from an apartment for the following: children's three-wheel toys, scooters, bicycles, or similar vehicles, food and package deliveries which are not carried, laundry carts, trunks and heavy baggage.

Shopping carts and luggage racks are available at the Back-Service Entrance (or the Lobby, when the Back-Service entrance is closed) for the use by Residents. The service elevator must be used for their transport. It is the responsibility of the Resident to return carts and racks in a timely manner to the location from which they borrowed the cart. Carts may not be left in hallways, compactor rooms or stairwells.

Residents may avail themselves of a porter's services for deliveries of their packages to their apartment at the Back-Service Entrance or through the Concierge Desk.

STORAGE FACILITIES

1. Residents may utilize storage facilities on the lower level, subject to available space, for personal belongings that comply with all fire and insurance regulations. All stored items must

be labeled with the Apartment number. Residents may not store any item listed as not allowed on the signs posted in the Storage Room. The safety and condition of stored items shall be the sole responsibility of the Resident. For information about availability and rental prices contact the Management Office.

- 2. There is a monthly fee for storage units that vary depending upon the size of the Storage unit. Fees are subject to change from time to time upon written notice from the Board of Directors.
- 3. For information about availability, storage contract, and rental prices, please contact the Management Office.

BICYCLES, WAGONS, ETC.

- 1. Bicycles and similar items may not be stored on terraces.
- 2. Bicycles must be stored on the Main Level of the garage in the Bicycle Room and must be registered with the garage management. Management will issue a registration tag for each bike which the resident must place on the bicycle.
- 3. Bicycles, wagons, etc. must be brought in or out of the building only through the Service Entrance and transported in the service elevator. They may not be brought into the Main Lobby.

Bicycles are stored at your own risk. The building has no responsibility for bicycles lost or damaged in the Bicycle Room.

ELEVATORS

- 1. Elevators are automatically recalled to the lobby floor for Fire Department use when fire alarms have been activated.
- 2. New Jersey State ordinances prohibit smoking in elevators.
- 3. There shall be no interference with the operation of the passenger and/or service elevators in the building by Residents, their family members, their guests or their employees. No passenger may place any obstruction in front of the elevator door to interfere with the operation of the elevator.
- 4. Delivery persons and/or messengers must use the service elevators unless directed otherwise by the Concierge or Back Desk personnel.
- 5. Tradesmen, mechanics, construction, and repair people must use the service entrance and service elevator.
- 6. The service elevator must be used when transporting laundry between the apartment and the Laundry Room.
- 7. Children under six (6) years of age may not operate an elevator without an adult present.

8. The moving of furniture, carpeting or other objects that require an extension through or use of the top of the hatch of the service elevator is not allowed unless prior permission is obtained from the Management Office and building authorized personnel are available to supervise the move. The Resident must pay the application fee charged by the elevator company.

COMPACTOR ROOM / WASTE MANAGEMENT

- 1. Garbage and refuse must be securely enclosed in bags before being deposited into the compactor chute. Any garbage or refuse that falls to the floor must be cleaned up promptly.
- 2. Wet debris must be packed in drip-free bags before it leaves the apartment, so no damage is done to the hallway carpeting.
- 3. Newspapers and magazines must be placed in the designated recyclable receptacle and not left on the floor. No other items may be placed in that receptacle.
- 4. A designated container is provided for the disposal and/or recycling of glass, plastic, and metal products. These items must be washed prior to being deposited into the designated receptacle. No recyclable materials may be deposited into the compactor chute.
- 5. Household furnishings (rugs, furniture, etc.), large plants, Christmas trees and other similar items do not go into the compactor chute or the compactor room. Bulky items, such as cardboard boxes, should be placed in the designated area of the compactor room for disposal.
- 6. Residents should arrange for the disposal of household appliances, (stove, refrigerators, etc.), through the company making the delivery and or installing the new appliance. Should that not be possible and for the disposal of other items such as furniture, The Colony will charge \$50 per appliance and large furniture piece (sofa, mattress, each bedroom piece, large table), and \$30 for smaller items (regular chair, small table, etc.) The Superintendent will be the one to determine the item size. At no point will an employee lift items of weight greater than 50 pounds or for two employees greater than 100 pounds. For furniture more than 100 pounds, the resident will need to make alternate arrangements. The above fees include the amount charged by the town of Fort Lee per item plus The Colony staff labor to remove the items from the unit and bring down for disposal.
- 7. Under no circumstances should oil-soaked rags, empty paint cans, or any other flammable, explosive, or combustible substances be deposited into the compactor chute. The maintenance office must be notified prior to disposal of the above items. All such materials must be bagged or boxed, appropriately marked and left in the compactor room by the service elevator for disposal. Lighted cigars or cigarettes must never be deposited into the compactor chute.
- 8. Vacuum cleaner bags must never be emptied directly into the compactor chute. Dirt, dust and similar refuse must be wrapped in a securely tied bag or package before being placed into the compactor chute.

- 9. Sinks and toilets shall not be used to discard garbage, sweepings, rubbish, rags or other articles that may cause a blockage in the plumbing system. Acids, vapors or volatile liquids must not be discarded or permitted to drain into the waste lines, vents or flues of the building.
- 10. Residents should immediately report to the Concierge if they detect any smoke, flame or ashes coming out of the compactor chute.
- 11. Residents shall be responsible for informing and instructing Domestic Employees and Guests with regard to the faithful observance of all rules on waste management. Residents are responsible for any infraction of the House Rules by their Domestic Employees or Guests.

TERRACES/DOORS/WINDOWS/ROOF

- 1. Residents shall furnish the terrace only with appropriate outdoor furniture and shall properly secure such furniture from unsafe wind and rain conditions. Umbrellas shall be properly secured with a weighted base at all times. They may not protrude over the railing and must be closed when not in use.
- 2. Signs, advertisements and similar material may not be displayed from windows or terraces.
- 3. Plantings shall be properly secured in containers, safe from weather conditions. Plants or containers are not permitted to be attached to the terrace railings. Any plantings shall be maintained in sturdy planters to withstand the wind and must contain weep holes to allow drainage. Planters should be raised off the floor of the deck. Water should not be allowed to seep on to the terrace floor as it may damage the material. When watering plants care should be taken not to have a water fall on any terraces below.
- 4. In accordance with the Alteration Policy, except the F and L line kitchens, terraces may not be enclosed, altered, or painted.
- 5. Residents who wish to place a storage container on their terrace may do so provided the unit does not exceed 24 inches deep, 30 inches high and 30 inches long. The structure must be positioned parallel and up against the building wall, or the apartment partitions, not the railings. Management may remove any container in violation without liability and charge the expense incurred by such removal to the Resident.
- 6. In order to maintain the aesthetics of the terraces, Residents may not cover or remove or hang anything on the partitions.
- 7. Residents may not paint any window or other exterior surfaces. The terrace walls, ceiling, and floor shall not be painted or coated with any materials.
- 8. Residents shall keep the windows of the apartment clean, and in the case of neglect, the Board, after responsible notice shall have the right by its authorized representative to enter the apartment to remedy the neglect. All charges associated with remedying the neglect will be the responsibility of the Resident.

9. A Shareholder may replace their windows and/or terrace door. The Recommended approved door for this installation is:

Manufacturer: Arcadia Architectural Products

- Series: Arcadia 5000 Series
- Finish: Clear anodized
- Configuration: 2-lite slider unequal panels; split fixed panel glazed with insulate panel
- Operation: Outside slider
- Hardware: Stainless steel tandem rollers, Adams Rite thumb turn lock, clear anodized interior wire pull handle, flush pull exterior handle.
- Glazing: Tempered IG (Low-E optional)
- Screen:Exterior fiberglass mesh
- Receptor: Special Colony Receptor
- 10. An Alteration Agreement must be completed and all rules and regulations contained therein must be complied with.
- 11. No carpet may be installed on any terrace deck. Building approved tiles [Coverdec] may be installed on the terrace deck provided that the work is inspected and approved by the building designated Engineer. All products chosen to cover a terrace floor require Management approval beforehand. In the event of repairs to a terrace, the damage to and replacement of any terrace floor covering shall be the sole responsibility of the Resident.
- 12. Terraces may not be used for the purpose of storage other than the storage unit stated above. Bicycles, loose toys, or loose miscellaneous items are not permitted to be stored on terraces.
- 13. Residents shall not hang or shake any objects, including towels, bathing suits, or laundry items from any window or door of their apartment or their terrace.
- 14. Residents shall not use the terrace or portion of the terrace roof to the apartment to erect or install any structure. No building plumbing, electrical or other installation or alteration to the terrace or portion of the terrace roof is permitted.
- 15. Residents may not install awnings, lighting fixtures, air conditioning or ventilating units, or project anything out of a window or terrace. Nothing may protrude from the terrace. Holiday lights may be placed on the terrace from Thanksgiving through December 31st provided they are not hung on the terrace railing.
- 16. Only electric barbecues and cooking devices are permitted on terraces used under safe conditions. No portable gas stoves, charcoal grills, or fuel burning appliances using flammable liquids or gases are permitted according to the Borough of Fort Lee Ordinance 78-22. Any person violating the provisions of this ordinance shall, upon conviction, pay a fine and/or shall be subject to imprisonment in County jail for up to 10 days.
- 17. Electronic receiving equipment, including any satellite dish or other television or radio aerials or antennas, may not be attached to, placed upon, or be visible from the terrace or the terrace roof.

- 18. Residents shall keep terraces clean and free from debris. They may not sweep or throw anything from the terrace, nor are they permitted to hose it down.
- 19. Residents shall not feed any pigeons, birds, or other animals from their terrace. The terrace shall not be used for "toilet" needs of a permitted pet.
- 20. No one is permitted on the roof.

NOISE AND DISTURBANCES

- 1. Residents may not make or permit any disturbing noise in their apartments or anywhere in the building or do anything to interfere with the rights, comforts or convenience of other Residents.
- 2. Shouting, screaming or use of foul or vulgar language is prohibited in common areas.
- 3. Residents may not play a musical instrument or permit a radio, television, stereo or any other electronic devices to be played in their apartment between the hours of 10:30 PM and 8:00 AM at a volume level that disturbs any Resident of the building.
- 4. Residents may not engage in the business of providing dance, vocal or instrumental instruction within the building.
- 5. The floors of each apartment must be covered with adequate rugs or carpeting or other sound dampening material and with good and sufficient padding or equally effective noise reduction material installed underneath, and shall cover at least eighty percent (80%) of the entire floor area of each room of the apartment, excluding only the kitchen, bathrooms and closets. The Board of Directors reserves the right to require Residents to install additional carpeting, rugs or padding if complaints are received from neighbors about noise from an apartment due to walking on bare floor areas. The Board reserves the right to inspect the apartment for adequate floor coverage.

ODORS

Residents shall not permit unreasonable cooking or other odors to escape into the building.

While smoking is permitted in a Resident's apartment, Residents must ensure that smoke from their apartment does not filter into the hallways or other apartments. Management reserves the right to require a Resident to install an air purification/filtration system at the Resident's expense.

EXTERMINATING

1. Residents shall keep their apartment clean and free of vermin and other insects. If necessary, a licensed exterminator is available at no charge should a Resident request the exterminator service. It is recommended that Residents periodically avail themselves of this service.

- 2. In the case of neglect, the Board, after reasonable notice, shall have the right, by its authorized representative, to enter the Apartment to remedy neglect.
- 3. Prior to moving into the building, Residents may sign up with the Concierge to arrange for an exterminating treatment to the unit they will occupy. After the move-in is completed and all boxes have been removed, a follow-up treatment by the exterminator is recommended. Rule on person with MCSD (multiple chemical sensitivity disorder)
- 4. BED BUGS A Resident must inform the Management Office of a suspected bed bug infestation:
 - a. The Management Office informs the Shareholder that an arrangement has been made with the building's exterminator. An inspection will be made of their unit by exterminator at a cost. This expense is the responsibility of the shareholder. The inspection will include a visual check as well as the first round of chemical spray, if necessary.
 - b. Additional visits may be recommended at a cost per visit. Again, this expense will be the responsibility of the shareholder.
 - c. Any refuse removed from the unit, i.e., mattress, bedding, etc. must be wrapped and encased prior to leaving the unit and disposed of in accordance with instructions of the exterminator.
 - d. The shareholder has the option of calling in a certified, licensed exterminator of their own choice.
 - e. Staff is not certified in this situation and are not available to assist.
 - f. The exterminator must confirm and inform the Management Office if the unit tests positive.
 - g. Upon confirmation, the Management Office is to send a letter to shareholders located next to, above and below the affected unit. The letter should inform that bed bugs have been confirmed in a neighboring apartment and that the building has an arrangement with an exterminator, who will perform an inspection as well as first precautionary treatment at a cost. The cost of this inspection and subsequent visits (if necessary) will be the responsibility of the shareholder. If the condition is found, the above steps outlined in Section 4 will be followed.

Note: The Colony exterminator can perform a precautionary inspection at a cost to the Shareholder. Each unit will be inspected at wall base and beds. The Exterminator also offers a program, pricing to follow, where a shareholder may contract with them where they encase their mattresses as a precaution.

LAUNDRY ROOM

- 1. The equipment in the two laundry rooms shall be operated in accordance with the instructions posted.
- 2. All users of the laundry room equipment should extend the courtesy of cleaning lint from machines after use.
- 3. The laundry rooms must be kept clean and orderly at all times. The tables are to be used only for folding clean laundry and not for items to be washed.
- 4. 1530 Owners Corp and Management are not responsible for laundry left unattended.
- 5. Residents and household help may not use more than three (3) machines at any given time and shall extend to other Residents the courtesy of not removing another person's laundry items from any machine other than their own. Please have the courtesy of removing your own washed and dried laundry from the machines in a timely manner.
- 6. Laundry carts are available in the laundry rooms for Resident use. Residents may not remove the laundry carts from the Laundry room.

Any malfunction of the laundry room equipment must be reported to Herucles at 1-800-526-5760 or the Management office immediately.

PETS

- 1. Dogs are not permitted in the Building. Guests shall not be permitted to bring any dog into The Colony. Guide and Service dogs are permitted after submitting proof acceptable to Management.
- 2. Residents may keep domesticated pets (other than dogs) in their apartment provided the keeping of said pets does not interfere with the rights, comfort or convenience of other Residents.
- 3. Pets are not permitted in common areas of the building or the Spa and Pool areas.
- 4. When entering and exiting the building with an allowable pet, allowable pets must be placed in appropriate carriers. All Service and approved support dogs must be brought thru the lower lobbyand relieved off property. Residents are responsible for cleaning up after their dogs and all pet waste must be properly disposed by owner. All pets must be on a leash and under full control of the owner at all times in all common areas and on the building's property. All pet waste must be disposed of by its owner. Pet noise must be kept to a minimum. The unit owner is responsible for any and all damages resulting from any damage created by the pet. The Association will not be liable for any damages or injuries caused by the pet and the unit owner hereby indemnifies and holds the Association harmless from all claims arising from the damage or injuries caused by such pet.

SOCIAL ROOM / LIBRARY

The Social Room is designated for our Residents, and their guests to use the library, card tables and other amenities at no charge provided it is not scheduled for a private function or Colony business. Residents should return any tables and chair to their original location after use.

- 1. Snacks and soft drinks are permitted in the Social Room. It is the responsibility of the Residents to clean the area they were using before they leave the room.
- The Social Room is also available for private functions. Private functions must be scheduled in advance at with Building Mgmt. The fee for the use of the room for a private function is \$250.00. A copy of the Social Room Rental Contract is available in The Colony Welcome Book, on BuildingLink, and in the Management Office.
- 3. Folding tables and chairs are available for rental for a minimal charge. Contact the Front Desk for details.
- 4. Residents have contributed books to the library for the use of all Residents. Books are borrowed on an honor system and should be returned to the Social Room library.

RESIDENT INTERACTION WITH BUILDING EMPLOYEES

- 1. Residents may not request any building employee to perform private work for them.
- 2. The language used by Residents toward all building employees shall be polite at all times. Residents shall not make derogatory, harassing, or discriminating comments toward employees.
- 3. Residents are not permitted to threaten any employee or offer any employee money or consideration to pressure or influence the employee to break any rule(s) or regulation(s) to the benefit of the Resident.
- 4. Residents are not permitted to engage employees in building politics or solicit or permit their participation in building elections.
- 5. If a Resident has a work-related concern with the actions of an employee, the Resident(s) should report the concern to Management at the time of the occurrence.
- 6. Tipping of employees is permitted.

KEYS

1. Lessees are required to provide the Management Office with a key to their apartment. Failure to provide a key is a breach of the Proprietary Lease. If a key is not provided, the entry will be forced in the event of police, fire, medical or Building emergency. In the event of forced entry, the Lessee, failing to provide a key, will be liable for all damage to the building, to the

common areas, and to the person(s) and property of the Lessee and other Lessees that suffer results from such denial of emergency access.

- 2. Residents must provide written authorization or authorization through BuildingLink for the Concierge to release a Resident's key. The Concierge will not be permitted to release the key to a person not on the Resident's approved list if prior authorization has not been provided. Residents may designate key approvals on either a temporary or a permanent basis. Residents may remove a name from the approval list at any time by contacting the Concierge or by entering the information through BuildingLink.
- 3. Residents or Lessees may not alter or install any new lock to the apartment without notification to Management and the furnishing of a replacement key.

SECURITY

- 1. Residents' guests shall enter the Building at the main Lobby entrance and proceed to the Concierge desk. The desk attendant shall obtain permission from the Resident to allow their guest(s) up to their apartment.
- 2. The lower Lobby Service entrance shall be available only to Residents, domestic employees, contractors and delivery personnel. The building staff on duty in the lower lobby shall obtain permission from the Resident before delivery persons are directed to the Service elevator.
- 3. The Concierge should be contacted immediately in the event of any suspicious person or incident.
- 4. Canvassing, soliciting or peddling in the Building is prohibited, and any violation of this rule should be reported to the Concierge immediately.
- 5. Residents may not conduct any group tour, exhibition or auction sale of the apartment or its contents.
- 6. Residents shall not occupy or use the apartment for any purpose other than home occupancy as a private dwelling in accordance with Paragraph 14 of the Proprietary Lease. Occupancy primarily for the commercial or professional use of the apartment is not permitted.
- 7. Residents are not permitted to rent or sublet the whole or any part of the apartment.
- 8. A Guest of a Resident may reside in the apartment but not for a period that exceeds thirty (30) days, provided the Resident is in residence at such time with the Guest. Any guest of a Resident residing with the Resident for more than thirty (30) days requires Board approval.
- 9. All Resident keys in possession of Management will be entered into the Keylink System, which provides a security control for every key dispensed to Residents, employees, contractors, etc. Building personnel accessing keys through the Keylink System will have their digital fingerprint entered into the system. Each entry to remove or replace a key is recorded. The Keylink System is located at the Concierge Desk in the Lobby.

- 10. The electronic gates at the Colony end of Parker Avenue are closed at all times. Electronic remotes are available in the Management Office for a \$50.00 fee. Residents shall use an electronic remote to raise the gate to permit ingress and egress. The gates shall be manually opened by the desk or door person in the main Lobby only to permit ingress and egress of school buses, police, fire and medical emergency vehicles, government vehicles, commuter buses, and taxis and limousines picking up luggage at the Service entrance and then picking up passengers at the main Lobby entrance. Only one vehicle at a time is allowed to pass through the gate. Violators who cause damage to their vehicle, another vehicle or the gate will be responsible for the cost of any damages incurred.
- 11. Loitering in the building Main Lobby is not allowed. The Main Lobby sitting areas is limited to fifteen-minutes to allow for residents to wait for their vehicles, bus, to be picked up, or while you wait for a guest. It is not for residents to congregate.

COLONY SPA, POOL & DECK

RULES AND REGULATIONS

The rules and regulations contained herein were compiled for the health and safety, benefit and protection of all Residents and their guests. All Residents and Guests shall abide by all rules established by the Board of Directors relating to the use of the Colony Spa and indoor and outdoor swimming pools. It is the responsibility of ALL Residents that their guests be knowledgeable of and abide by these rules.

A copy of Spa Rules and Regulations is available in this Welcome Book, on BuildingLink, and at the Spa Desk.

REGISTRATION OBLIGATIONS

For the use of the gym and pools, shareholders and tenants must be registered on BuildingLink with their photo. Those not on BuildingLink will need to bring a photo ID with The Colony address.

All Residents and their guest(s) must enter the pool area(s) through the Spa entrance and sign in at the Spa Desk. A Guest Registration Form must be completed. Guests will be issued a daily bracelet to be worn throughout their visit.

A Resident must accompany all guests to register. Both the Resident and their guest are asked to sign the appropriate form. An adult must accompany Children, sixteen and under at all times.

GUESTS: Residents are entitled to bring a guest(s) to the Spa, but only pursuant to the rules, regulations, fees, schedules and/or charges for such guest(s) as may then be in force by 1530 Owners Corp at the time. Management, at its discretion, reserves the right to limit the number of guests to four (4) per apartment, including children, on holidays or weekends in order to comply with State Occupancy Rules. No guest shall be permitted to use the facilities without first registering at the Spa Courtesy Desk in the presence of a sponsoring Resident.

A MAXIMUM OF FOUR GUESTS PER HOUSEHOLD, INCLUDING ADULTS AND CHILDREN ARE ALLOWED.

Residents living alone in an apartment are entitled to one (1) free guest pass. All rules and regulations must be observed.

DAILY FEES PER GUEST: Guest (13

Guest (13 years +): \$10.00 Weekends and Holidays \$ 5.00 Monday-Friday

Children up to 12 years are complimentary when accompanied by a resident or adult.

Children that are not toilet trained must wear swim diapers and rubber pants when using the indoor or outdoor pool. Swim diapers and rubber pants are available at the Spa for a fee.

RESIDENT AND COLONY EMPLOYEES: Resident employees such as aides, nurses, Housekeepers or any other employee are not allowed to use the building amenities including and not limited to the Spa (exercise machines/pools), theater and Social Room. A nurse or aide can accompany a resident to the facilities, as a part of the services they provide.

SMOKING: Smoking, of any kind including but not limited to vaping or other similar devices, is prohibited in and around the outdoor pool, eating areas, and indoor facility. The outside upper terrace adjacent to the indoor pool is the designated smoking area.

FOOD AND DRINK: The area designated for eating is located on the west side of the pool outside of and adjacent to the Social Room. Bottled water is permitted at poolside, but only in plastic, non-breakable containers. Alcohol is not permitted.

WORKOUT ATTIRE: Appropriate active wear is required at all times. This may include workout shirts, pants, shorts, rubber soled athletic shoes and sneakers. Street shoes, casual clothing, and open toed sandals are not permitted.

PHONES AND OTHER EQUIPMENT: Use of cellular phones is limited to designated areas only so that residents may have peaceful enjoyment. However, we recognize that shareholders may need cell phone access for emergency reasons. We ask the following:

- Please turn your ringer to vibrate, so volume of incoming calls is muted;
- Please, either use designated Cell Phone use areas or leave the facility.

Please use headphones on any electronic equipment so as not to disturb people in your immediate vicinity.

SPA USAGE:

- 1. Anyone entering the Spa from the pool deck should wear appropriate attire.
- 2. There is a 30 minutes viewing limit on individual TV channel requests.

GYM FLOOR/CARDIOVASCULAR AREA:

- 1. Orientations by Spa staff are advised before usage of Spa equipment.
- 2. Equipment is to be used at the Resident's or guest's own risk.
- 3. Please wipe dry equipment and return it to its proper place after each use.
- 4. No one under 16 years of age may use the training equipment.
- 5. Please use the lockers to store excess clothing
- 6. Be sure to report any malfunction or unsafe condition(s) to the Manager on duty at the Spa Courtesy Desk.

EXERCISE & AQUA CLASSES:

Prior to the start of classes, all Residents wishing to use the aerobics room and indoor pool along with corresponding equipment may do so. When classes are in session, Residents not scheduled for the classes are asked to vacate the area where the classes are taking place.

Guests are welcome to the spa after 10 AM but may not participate in classes.

LOCKER ROOMS: Please remove all possessions from lockers when leaving the spa premises.

POOL AREAS: Hours of operation are posted, weather permitting.

OUTDOOR POOL AREAS:

- 1. No one may enter the pool unless a lifeguard is present.
- 2. Diving and jumping are not permitted from anywhere on or near the pool deck.
- 3. Occupancy is limited to a maximum of 145 people.
- 4. As per local regulations, all bathers must shower before entering the pool.
- 5. Cut-off jeans, t-shirts and other outerwear are not permitted in the pool.
- 6. Any person showing evidence of skin disease, sore or inflamed eyes, cold, nasal or ear discharges, open blisters, cyst or bandages, or any communicable disease(s) shall be refused admission to the pool area.
- 7. Ball playing, throwing objects, rowdiness or other conduct that may affect the safety and comfort of others is not permitted.
- 8. Toys, playthings, and floatation devices are not permitted.

- 9. Locker Rooms are to be used for changes of clothing. Children requiring a change of clothing should be taken inside to locker rooms(s).
- 10. For safety reasons, if a child cannot swim, there must be one adult for each child in the water within arms-length of the child at all times.
- 11. Chaise lounges and chairs may not be reserved, and we ask that they are covered with a towel for health and safety.

INDOOR POOL AREAS:

- 1. No lifeguard is available at the indoor pool. Residents over the age of sixteen (16) may use the indoor pool provided they have signed the designated release form at the Spa desk.
- 2. Residents and guests under 16 years of age must be accompanied by an adult at all times when using the indoor pool.
- 3. The indoor pool will be closed to those not registered for Aquacise during class times.
- 4. For safety reasons, if a child cannot swim, there must be one adult for each child in the water within at arms-length at all times.

SAUNA AND WHIRLPOOL:

- 1. Children under 16 years of age are not permitted to use the sauna or whirlpool.
- 2. Pregnant women, elderly persons, those suffering from heart disease, diabetes, high or low blood pressure, or those using prescription medications should not enter the sauna without prior medical consultation and written permission from a licensed physician.
- 3. Use of sauna while under the influence of alcohol, anticoagulants, antihistamines, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilizers is strictly prohibited.
- 4. Any person(s) entering sauna must bring a towel as bare skin should not contact benches, walls or adjacent surfaces.
- 5. A fifteen (15) minute time limit for both the sauna and whirlpool should be observed for your personal safety.

USE OF PERSONAL TRAINERS:

- 1. Access to personal trainers to the Spa facility will be based primarily upon written request and submission of the proofs listed in item 3 below.
- 2. Shareholders are responsible for the conduct of their personal trainers while on the property of 1530 Owners Corp. Personal trainers are not permitted to personally utilize the equipment or linger when not actively engaged in training.

- 3. Proof of compliance, photocopied and submitted to the Spa Manager with the following is mandatory:
 - Personal liability insurance of \$1- 3 million aggregate limit
 - Accredited certification from one or more of the following: ACSM, NSCA, ACE, ISSA, or other national accredited association.
 - American Red Cross / Heart Association Adult CPR certification

Trainers are asked not to enter the Spa premises to market or advertise their services and may not use the equipment for their own use.

LIABILITY:

1530 Owners Corp, Management and the Spa and its personnel shall not be liable for injuries and/or the disappearance, loss, theft, or damages to or of any Resident's or guest's personal property. Residents and Guests acknowledge that lockers are provided for the convenience of the Resident/guest only on a daily basis.

All Residents and guests agree and understand that the use of the Spa facilities and equipment therein, along with exercises and activities to be done by those named above involve a degree of risk. Residents and guests of Residents expressly agree that the Resident/guest assume any and all risk related to the use of all Spa facilities, equipment, and related sponsored activities. Residents and guests expressly agree that each time they sign in at the Spa, they are acknowledging and agreeing to assume said risk.

Each Resident and guest of Resident releases, indemnifies, discharges, absolves and holds harmless 1530 Owners Corp, their agent First Service Residential and Iowa Sports Management, Inc., and their Directors, Officers, Agents and Employees from any and all claims, suits, demands, causes of action, damages or liability arising out of or in any manner related to any activity engaged in by the Resident and / or guest at the Spa or the use of its facilities. Residents and guests expressly agree that each time they enter the Spa, they are bound by this provision.

Infants, toddlers, strollers and/or carriages are not permitted in the Spa workout areas at any time. NO EXCEPTIONS.

SPA DISPUTE RESOLUTION:

In all instances, Residents are required to follow the direction of Spa Management in the use of any of the recreational facilities or with regard to the conduct of all Residents while in a recreational facility.

The Spa Management reserves the right to suspend, for such period of time as the Spa shall deem appropriate, the privileges of any Resident or guest as a result of the Resident or guest's failure to comply with any provision of the Spa Rules and Regulations or as a result of any conduct by the Resident or guest which the Spa determines, in its sole discretion, to be improper or in any way harmful or detrimental to the best interest of the Spa and/or the Residents.

AUTOMOBILES/PARKING:

- 1. Residents who utilize the garage facilities are bound by the terms of their separate Parking Space License Agreement. Residents may use Valet Parking or park their vehicles if the Garage Operator has issued a self-parking space assignment. All vehicles must display an authorized COLONY parking sticker, which identifies the assigned parking space for the vehicle.
- 2. The garage space may not be used for storage of any items.
- 3. Garage parking is available to Residents subject to the following: the Resident shall enter into a separate agreement and abide by all the terms of such agreement; indoor Garage parking may be limited to two (2) parking spaces and is subject to availability. Garage parking is limited to currently registered vehicles. Garage parking shall exclude all commercial vehicles, and certain vehicles may be excluded due to height restrictions. Guests and Domestic Employees may park their vehicles in the space assigned to their respective Residents in the Garage, provided: space is vacant and the Garage valet parks the vehicle. At other times, Guests and Domestic Employees may park their vehicles may park their vehicles in the Garage on an hourly or daily rate basis.
- 4. No Resident may rent their parking space to another Resident or other person. All resident parking agreements are for one year terms.
- 5. Safe driving requirements shall be strictly obeyed by all persons in the Garage, and include: the use of main head lights at all hours of the day and night; the beeping of horns; obeying posted speed limits and signs; the driving in properly designated lanes of traffic; and, an awareness for the safety of persons walking and other vehicles moving through the Garage. Safe driving is required at all times with an absolute "right-of-way" to all persons. Garage parking is a privilege and not a right. The privilege will be forfeited when safe driving requirements are not obeyed.
- 6. Shareholders, Lessees, and trade or delivery persons shall not park any vehicle in an area designated a Fire Zone, in front of the main Lobby entrance, the Service entrance or driveways on building property.
- 7. Vehicles belonging to guests will be parked by garage attendants and at the posted rates.
- 8. Standing (defined as a vehicle with a driver inside) shall be permitted near the main Lobby entrance, the Service entrance or driveway on building property but only for the period of time required to drop off or pick-up passengers or packages, but in no event for more than ten (10) minutes.
- 9. No vehicle with the engine running shall be left unattended on Building property.
- 10. No vehicle shall impede or prevent immediate access to the Main Lobby or Service entrance by fire, police, or medical vehicles.

- 11. Safe driving on building property shall be required at all times with an absolute "right-of-way" to all pedestrians.
- 12. A Courtesy Parking area at the South end of the Building is available to Residents and Guests subject to the following: parking or standing is limited to twenty (20) minutes; only passenger vehicles are permitted; the driver of the vehicle shall register with the Concierge in the main Lobby, noting the parking time in, and the Apartment contact. Commercial vehicles shall not be permitted in the Courtesy Parking area, except that: vehicles making deliveries to commercial tenants shall be permitted subject to the twenty (20) minute limit and registration requirement; and, vehicles of the U.S. Government, United Parcel Service, and courier delivery services, shall be permitted. The twenty (20) Minute parking area will be under video surveillance, and any violation of the courtesy parking privilege may result in the fines to the Shareholder as defined in Amendment to the Rules and Regulations adopted on August 1, 2000.
- 13. The electronic gates at the Colony end of Parker Avenue shall be closed at all times. Shareholders and Permitted Residents shall use a remote control to raise the gate to permit ingress and egress. The gates shall be remotely opened by the Concierge or Doorman only to permit ingress and egress of the following: school buses, police, fire and medical emergency vehicles, government vehicles, commuter buses, and taxis and limousines that first picked up luggage at the Service Entrance and are then picking up passengers at the main Lobby entrance. An electronic remote is for the personal use of Residents and is not to be made available to any other person.
- 14. Residents who wish to pay for their guest's parking may purchase a Parking Voucher Book from the Management Office.
- 15. Residents and visitors must request their vehicle parked with the Valet Parking, from the lobby garage intercom or the Doorman. They CANNOT call down to the Front Desk or Garage to request their vehicle in advance of arriving at the front of the building.
- 16. The driveway closest to the building is for drop off and pick up only. Residents expecting to have their vehicles parked using the Valet service must leave their vehicle in the front outer lane.

HOMEOWNERS INSURANCE

1530 Owners Corp carries extensive property insurance. However, the building's insurance does not cover the contents of a Resident's apartment or improvements and betterments (i.e. apartment alterations) made by a Resident. There are specific types of Homeowner's insurance policies that are appropriate for Residents of Cooperatives. You are strongly urged to contact your insurance broker who can advise you as to the appropriate coverage as well as the appropriate coverage limits for your individual circumstances. The Colony recommends the following coverage(s) be included in your policy:

1. Improvements and Betterments Coverage, if you have had work done in your apartment resulting in improvements to the apartment. The amount of the coverage should be commensurate with the value of your improvements.

- 2. Replacement Cost Coverage for your personal property, which provides for payments of the replacement cost of your personal property rather than its current depreciated value.
- 3. Loss Assessment Coverage, which provides coverage should the Cooperative Corporation assess its shareholders in connection with a fire or other casualty.

Additionally, all Residents are required to carry liability insurance as follows:

- 1. Liability Insurance at a limit no less than \$1,000,000 Combined Single Limit / Per Occurrence. This insurance is intended to protect against damage claims filed by another Resident claiming that you caused damage.
- 2. Residents are required to provide a copy of the Declaration page of the insurance policy and subsequent renewals to the Management Office.

VIOLATIONS OF HOUSE RULES:

- 1. No person has the authority to modify or amend the House Rules, or to furnish any waiver, consent or approval that contradicts the Rules. House Rules may be modified or amended only by the Board of Directors.
- 2. The Corporation shall not be liable to a Resident for the non-observance or violation of a House Rule by another Resident.
- 3. A Resident shall be liable to the Corporation for all costs and expenses incurred as a result of damage caused by the Resident in the common areas of the Building or the Building property.
- 4. All Shareholder complaints regarding an alleged violation of House Rules by another Shareholder shall be made in writing, signed and addressed to Management and delivered to the Management Office or, during hours that the Office is not open, to the Concierge in the Main Lobby. Management will undertake to resolve the issue

ALTERNATIVE DISPUTE RESOLUTION:

The Board of Directors of 1530 Owners Corp. is given the authority in Article 2 Section 7 of the By-Laws of the Cooperative to operate and manage the affairs of the Cooperative and to exercise all powers, duties, and authority necessary for the proper conduct and administration of the affairs of the Cooperative. Effective August 1, 2000, the Board of Directors amended the Rules and Regulations to provide for Alternative Dispute Resolution (ADR) as a procedure to provide for fair and efficient procedures for the resolution of housing related disputes between Shareholders and the Cooperative, and between Shareholders, as an alternative to litigation.

It is the responsibility of all Shareholders to familiarize themselves with the provisions and procedures of Alternative Dispute Resolution. The Alternative Dispute Resolution is binding on all Shareholders. A copy of the ADR procedures is available to all shareholders in the Colony Welcome Book, on BuildingLink, and at the Management Office.