

THE KNOLL CONDOMINIUM ASSOCIATION, INC.
KNOLL RULES AND REGULATIONS

ARTICLE I

INFORMATION TO BE FURNISHED ON SALE OR LEASE
AND AS TO OCCUPANCY AND OWNERSHIP

1.01 Information to be Furnished on Sale or Lease and as to Occupancy and Ownership. Should any unit owner desire to sell or lease a Knoll unit, then before finalizing an agreement with the potential purchaser or lessee, said unit owner shall furnish the prospective purchaser or lessee a copy of the Rules and Regulations and declaration of Horizontal Property Regime for the Knoll Condominiums. Upon finalizing the sale or lease, the unit owner shall timely notify the Association of the name or names of the purchaser or lessee. It is the duty of each unit owner and resident of the Knoll to keep the Association informed of the names, ages, mailing address, telephone numbers at work and at home of all owners of the unit they own or reside in, as well as all residents thereof. The Association, upon request, will use unpublished telephone numbers only in connection with the maintenance and operation of the property and enforcement of the Rules and Regulations.

ARTICLE II

ASSESSMENT AND COLLECTION POLICY

2.01 Assessments. Annual Assessments shall be payable in monthly installments. All monthly installments of the Annual Assessment shall be due and payable on the first day of the applicable month.

2.02 Late Charge. There shall be a late fee charge of \$20.00 if a monthly assessment is not paid by the 10th day of each month determined by the postmark on the envelope if mailed.

2.03 Late Notices. Past due reminder notices are mailed between the 11th and 14th of each month. Ten day collection letter is mailed 60 days after payment is due stating legal action will be taken.

2.04 Legal Action. Ninety days after monthly payment of assessment is due legal action shall be taken.

ARTICLE III

CHILDREN

3.01 Bicycles, Tricycles, etc. Tricycles, bicycles with training wheels and wheeled children's vehicles and/or devices are prohibited in the drives at the Knoll. Owners or residents who allow children to use such items in the parking areas shall accept full responsibility for providing supervision and taking any other steps necessary or appropriate to assure their safety. Such items shall not be used in a manner causing a nuisance, annoyance or danger to residents, and neither such items or children shall be left unattended. Two wheeled bicycles with training wheels may be used on the driveways of the Knoll. Two wheeled bicycles may not be left parked outside when not being ridden, but must either be stored neatly in said unit owner's carport or be brought inside the unit. Bicycles shall not be ridden over grassed areas. The privilege to use a two wheeled vehicle or device on the Knoll property may be revoked by the Board for non-compliance with this rule by a majority vote after ten days written notice to the offending party of consideration of revocation at a Board meeting where said person may appear and speak on the matter.

3.02 Adult Responsibility. Unit owners or residents are responsible for all conduct and action of their children and children of their guests.

3.03 Play Activity. Children may not play on the drives. Owners or residents who allow children to play in the parking areas shall accept full responsibility for providing the supervision and taking any other steps necessary or appropriate to assure their safety. Children at play shall not make noise disturbing to other residents at the Knoll and shall not engage in any activity harmful to the landscaping of the Knoll. Children shall not loiter in or play in trash rooms, on entryway stairs or near the main entrance to the Knoll. The designated play area is east of and adjacent to the pool/clubhouse area where the swing sets are located.

3.04 Consequences for Children Violating These Rules and Regulations. Children are also subject to all of the other rules and regulations not contained in this Article. The Board, in addition to its other remedies, may

prohibit the presence of offending children in the common areas, except for direct ingress to and egress from off-sight destinations for up to one month per occasion acted on, but it shall first give the owner or resident 10 days advance written notice of the consideration of the suspension and have a majority of the Board vote in favor of such suspension at a Board meeting where said person may appear and speak on the matter.

ARTICLE IV

PARKING AND DRIVES

4.01 Carport Spaces. Carport spaces are for the exclusive use of the unit to which they are assigned and the invitees of that unit. With the exception of firewood, bicycles and automobiles, nothing is to be stored in carports (except in storage cabinets installed on the back walls). Residents of the Knoll shall use their carports so as to leave unassigned parking spaces available.

4.02 Manner of Parking. Parking in carport spaces shall be perpendicular to the curb and in the space assigned to the unit to which the vehicle belongs. Parking in non-carport spaces shall be between the striped parking lines. No vehicle shall be parked in such a manner as to impede or prevent ready access to another resident's parking space or to impede or prevent the ready access of an emergency vehicle which may need to reach a Knoll unit.

4.03 Registration and Car Limit. All motor vehicles parked by residents of the Knoll shall be registered with the Association and shall have the vehicle identification decal required by the Association placed on the front windshield. Non-resident owners shall not be entitled to such decals. The total number of parking spaces (both covered and open) used by the occupants of any one unit shall not exceed the total number of licensed drivers in the unit, except the limit shall be two when there is only one licensed driver in a unit with one carport and three when there are only two licensed drivers residing in a unit with two carports. There should not be more than ten cars visiting a unit at any one time.

4.04 Vehicle Regulations. Motorcycles, mopeds, go-karts and motorized off-road vehicles are prohibited from being driven on Knoll property.

All vehicles parked at the Knoll shall be substantially for personal and

family use, with commercial vehicles prohibited. Also prohibited from parking at the Knoll are campers, recreational vehicles, trailers, mobile homes, boats and catamarans.

Guests may park motorcycles, campers and recreational vehicles only in the first lot to the left as you enter Boston Court. They will not be permitted to drive through the community. Trucks and vans weighing in excess of 6,000 pounds GVW are prohibited from parking at the Knoll roads except for transient business purposes and cannot be parked overnight.

The Knoll Condominium Association accepts no responsibility for any liability to any vehicle parked on the Knoll property.

Vehicles shall not be parked on the streets of the Knoll in front of a residence except for loading and during such parking emergency flashers shall be operated.

4.05 Inoperable or Stored Vehicles. Only vehicles with unexpired license plates may be parked at the Knoll. No vehicle which cannot operate on its own power and/or with flat tires shall remain on the Knoll premises in that condition for more than 24 hours. Any inoperable vehicle shall be towed from the Knoll premises 48 hours after written notice to the unit owner or occupier at their unit as indicated by the Knoll sticker and by placing a notice under the windshield wiper of said vehicle. If a vehicle does not have a Knoll windshield sticker, it may be towed 48 hours after placing a notice of intent to tow under the windshield wiper of such vehicle.

4.06 Vehicles in Severely Damaged Condition (e.g. significantly rusted through or not functioning) may not be parked at the Knoll. If the Board president or a representative of the management company determines that a vehicle is in this condition, the owner shall be sent a notice to remove said vehicle from the Knoll premises within 10 days of receipt of the notice. The owner shall have the right to appeal the removal to the Board. An owner who wishes to appeal will notify the Board in writing. The appeal will be considered at the next regularly scheduled meeting following such notice. In the event of an appeal, such vehicle may remain on the premises pending the decision by the Board.

4.07 Other Vehicle Regulations. Motor vehicle traffic shall not exceed 15 miles per hours on the premises. Horn blowing is prohibited except when

the safe operation of the vehicle requires such action. Rapid acceleration, screeching of tires and rapid braking are prohibited, except when necessary to avoid accidents. All traffic signs on the premises shall be obeyed. All vehicles shall have operative mufflers. Oil changes, flushing radiators or other major repair work on motor vehicles is prohibited in all areas of the property. Trunk lids and hoods shall remain down and all exterior parts shall be intact.

4.08 Towing. Residents consent that the Board, any director, the Board's agents and/or the management company may cause any vehicle violating these rules and regulations to be towed from the premises and stored at the expense of the vehicle owner.

4.09 Car Washing. Car washing shall be prohibited in all areas except in the gravel area at the west end of the parking area south of Building 7.

ARTICLE V

PETS

5.01 Permit. No pets of any kind shall be kept unless authorized by the Association through receipt of an Pet Permit issued through the Knoll office. The only permissible pets are common household domestic pets *usually under 45 pounds*. The permit may be revoked for violation of the rules by a majority of the Board after 10 days advance written notice to the offending party of the consideration of such revocation at a Board meeting where said person may appear and speak on the matter. Within 5 days after revocation of the Pet Permit, the owner of the pet shall cause the pet to be permanently removed from the Knoll.

5.02 Limit Disturbance or Nuisance. A reasonable number of pets per unit are eligible for a Pet Permit, but more than two pets per unit will generally be unacceptable, absent circumstances demonstrating they will not be a nuisance, safety hazard, or create disturbance or annoyance. No pets may be commercially bred or boarded at the Knoll. No pet shall create a nuisance, disturbance or annoyance, repeatedly bark, or cause damage to the common areas.

5.03 Pets Outside Their Units. Pets shall not be housed in the common or limited common areas and shall not be permitted to play, to be left

unattended, or be tied or staked in any part of the common or limited common areas. Pets shall be either on leashes or carried when outside. When pets are on leashes, the leash may not exceed 9 feet in length and must be hand held by a responsible person accompanying the pet. In all cases, pet owners shall pick up their pets' feces immediately after deposit by the pet and shall dispose of it appropriately.

5.04 Responsibility. Any resident housing a pet shall assume full responsibility and liability for personal injury or property damage caused by such pet, and holds the Association and management company, their agents and employees, harmless from such liability arising out of housing any pet or allowing it the use of the common areas or limited common areas and shall pay the cost of all such damages caused by the pet to the damaged party, whether personal injury or property damage.

ARTICLE VI

SWIMMING POOL

6.01 Residents and Guests. Because the swimming pool and poolside areas are of limited capacity and primarily for the use and enjoyment of Knoll residents, no more than 4 guests per unit will be permitted at any one time. An adult resident must accompany any and all guests in the pool area at all times and shall be responsible for their compliance with the Marion County Health Department and the Knoll rules and regulations.

6.02 No Lifeguard. Because lifeguard service is not provided, there shall be no swimming alone and non-swimmers and children under the age of 14 years must be accompanied by a responsible adult. All persons shall vacate the pool and poolside area during the continuance of thunder, lightening and/or rain.

6.03 Hours of Operation. The pool will be open daily from Memorial Day through Labor Day between the hours of 9:00am and 9:00pm, subject to change by the Board. No one is to be in the pool or poolside area outside of those dates and times with the consent of the Board.

6.04 Poolside. Only furniture provided by the Association shall be used and no furniture shall be removed from the area. There shall be no running, scuffling or pushing. The Marion County Health Department prohibits

animals, glass and sharp objects in the pool area. Any noise which prevents others from enjoying the pool is prohibited. Voices shall be kept at normal conversational levels, with no screaming, shouting, yelling or whistling. Battery-powered radios and audio equipment that does not contain glass are permitted as long as they do not disturb others. Pool users are responsible for removing all articles brought with them into the area, disposing of litter and returning furniture to its original location.

6.05 Conduct in the Pool. There shall be no splashing of water, other than that accompanying normal swimming. No rafts, floats, toys or other such objects shall be permitted in the pool. Unsafe or annoying conduct shall not be allowed in the pool.

6.06 Attire. Residents and guests are required to wear swimming attire in the pool area and appropriate cover going to and from the pool. Per Board of Health regulations, no street clothes shall be worn poolside, except in the designated area next to the Clubhouse.

6.07 Suspension of Pool Privileges. If guests or residents violate rules in this Article, they may be summarily ordered to leave the pool area by any director, agent or employee of the Association. Upon immediate notice to the residents concerned, the Board in the case of serious infractions, will suspend pool privileges for part or all of the remainder of the swimming season. Offenders have the right to appeal the suspension at the monthly meeting of the Board.

ARTICLE VIII

CLUBHOUSE

7.01 Exclusive Use. The Clubhouse is for the exclusive use of Knoll residents and their guests. It shall not be used as a meeting place for outside clubs or organizations unless the Knoll resident requesting its use by such an organization is a member thereof and is present throughout the entire function. The Clubhouse cannot be used for any gathering for which an attendance fee is charged.

7.02 Reserved Basis. Functions in the Clubhouse shall be scheduled only by advance reservation. Reservations must be made by an adult Knoll resident (Applicant) at the Clubhouse office within 6 months of the date of

the function. Such Applicant shall complete and sign an “Application for Use of the Clubhouse” stating therein the type of function, expected attendance, and the date and time of the function. Said Applicant shall also acknowledge receipt, understanding and strict compliance with these rules for use of the Clubhouse.

7.03 Security Deposit and Fee. Prepayment of a \$100.00 security deposit shall be required from the homeowner Applicant, \$200.00 from renter Applicant. Subject to any damage to the property, furnishings, proper cleaning and compliance with these rules, the deposit shall be refunded in full to Applicant. Should the deposit be insufficient to cover loss or damage to the property or its proper cleaning, Applicant shall be held liable for payment of the difference and that amount shall be a lien against Applicant’s unit. Any infraction of these Clubhouse rules or any other related Rules and Regulations of the Knoll, shall be cause for forfeiture of the entire security deposit in addition to any other monetary penalties assessed therefore. Attorney fees and cost of collection resulting from nonpayment of any amounts assessed resulting from use of the Clubhouse shall be paid by the Applicant. An additional nonrefundable fee, to be paid by Applicant to the Association, may be set by the Board for the purpose of defraying expenses of maintaining the Clubhouse.

7.04 Limitations on Use.

(a) No children under 18 years shall be allowed to use the Clubhouse facilities unless an adult resident is present.

(b) Illegal activities, such as but not limited to, use of drugs, serving of alcohol to minors and violation of the Knoll Bylaws and/or Rules and Regulations are prohibited.

(c) Noise or nuisances disturbing to Knoll residents are prohibited.

(d) Gate access for guests shall be by a special gate code which will be provided by the management company upon request.

(e) Applicant reserving the Clubhouse shall be responsible for proper vehicle parking by persons attending the function. Vehicle towing or other fees incurred as a result of violation of Knoll parking rules in Article IV above shall be paid by Applicant.

(f) No more than 50 people shall occupy the Clubhouse at any one time.

(g) No bathing suits shall be worn in the Clubhouse, except in the rest rooms. The swimming pool and deck shall not be used in conjunction with each other.

(h) No animals, of any kind, shall be allowed in the Clubhouse with the exception of certified guide dogs.

(i) Clubhouse functions shall be contained at all times within the Clubhouse. Equipment, furnishings and furniture shall not be removed from the Clubhouse. No all night events of any kind shall be permitted. Weekday events shall end by midnight and weekend events by 1:00am.

(j) Upon violation of any of these rules at a Clubhouse function by any resident or resident's guest, and upon the request of any director, agent or employee of the Association, said resident's guest(s) shall immediately vacate the Clubhouse. Additionally, the Board shall have authority to order total forfeiture of the resident's/sponsor's clubhouse privileges. Such action shall require a majority vote of the Board and 10 days written notice to the resident/sponsor which shall also include an invitation to the resident/sponsor to attend and speak on the matter at the Board's next scheduled meeting following the expiration of the 10-day notice period.

7.05 Responsibility, Indemnification and Attorney's Fees. Knoll unit owners allowing their unit to be occupied by others as a residence consent to such residents reserving the Clubhouse as described in paragraph 7.02 above. Said unit owners agree to be fully responsible for the conduct of such functions as if they themselves had reserved the Clubhouse and they further agree that such responsibility shall be joint and several with that of the resident in whose name the Clubhouse was reserved. Reserving unit owners and/or residents shall be responsible for all actions of persons attending a function as if they themselves had performed the attendee's acts.

Unit owner(s) and/or residents who sponsor functions in the Clubhouse herewith release and agree to indemnify the Knoll Condominium Association, Inc., its resident and property managers, against any liability to person or property occurring in or about said facility and common areas of the Knoll resulting from any cause whatsoever in any way connected with

said function or those attending it. Such unit owners and/or residents agree to pay the Association interest at the rate of eighteen percent (18%) per annum on amount remaining unpaid more than 30 days after notice is given to the resident and unit owner of the amount due on all sums due the Association under the provisions of this Article and to reimburse the Association for all costs of collection and attorney fees incident to the enforcement of the rules and regulations contained in the Article.

ARTICLE VIII

OTHER COMMON AREA USE

8.01 Passages. Sidewalks, entrances, drives, passages, parking areas and stairways shall not be littered nor shall personal property be left in said areas. Nothing shall be done in said areas which is obstructive or used for any purpose other than ingress or egress. Parking bicycles or leaving other personal property in said areas is prohibited.

8.02 Trash Rooms. Trash rooms shall not be used for storage of personal property. Trash containers are located in the trash rooms. All trash specifically including all odor producing materials must be sealed in plastic trash bags before placing in trash containers. No littering of the trash rooms or of the Knoll is permitted. Storage of kerosene, gasoline other flammable, combustible or explosive agents in trash rooms, storage rooms, units or anywhere on the Knoll property is not allowed.

8.03 Green Areas. Green areas at the Knoll shall not be littered or shall personal property be left in said areas. Nothing shall be done in said areas which is or tends to be detrimental to the grass, trees and/or shrubs. Sunbathing is permitted on balconies, patios and backyard areas in immediate proximity to the sunbather's unit. However, sunbathing is prohibited in the front of buildings or in areas visible from the drives. No boisterous or noisy activities shall be conducted in the said areas or in any of the common areas of the Knoll.

The Board shall be responsible for the control of the landscaping, grounds and related facilities. No unit owner or occupant shall decorate or landscape any entrance, hallway, planting or garden area (except enclosed

patios and balconies) appurtenant to his unit except in accordance with standards or where a variance is first obtained from the Board.

8.04 Balconies and Patios. No lines, cloths, clothing, rugs, mops, laundry or other articles may be shaken or hung from balconies, patios, windows or entryways. No personal property not commonly used in connection with or for decorating patios and balconies shall be left on same. All balcony and patio furnishings shall be aesthetically pleasing and of a harmonious nature. The ground area between patios and privacy fences must be neatly maintained at all times.

ARTICLE IX

ARCHITECTURAL CONTROL AND ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO BUILDINGS

9.01 Guidelines. Because it is important to preserve the integrity of the architectural design of the Knoll's building and facilities, certain architectural guidelines and standards shall be observed in considering any exterior alterations or changes to homeowner's property which are visible from the outside. The Board shall be responsible for developing such guidelines and standards. Any proposed or requested changes shall be handled by writing to the Board and shall require prior written Board approval.

9.02 Additions, Alterations or Improvements. No unit owner or occupant shall erect or place on the Knoll premises any building structure including fences and walls, or make any additions or alterations to any common areas or limited common areas of the Knoll premises, nor place or maintain thereon any signs, posters or bills whatsoever except with the written approval of the Board.

9.03 Installations. No unit owner or occupant shall install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of any building or protruding through the walls, windows or roofs thereof without the prior written approval of the Board.

9.04 Safety and Conduct. Nothing shall be allowed, done or kept in any of the condominium units or limited common areas which would overload or impair the floors, walls or roofs thereof, or reduce the sound absorbency between floors or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Knoll Condominium Association, Inc.

ARTICLE X

MISCELLANEOUS CONDUCT

10.01 Repair of damages to a unit that result from a problem originating in another unit shall be the responsibility of the owner of the unit of origin of the problem. Unit owners are encouraged to maintain insurance that covers such liability.

10.02 Windows. No signs, lettering, or notices shall be visible from windows. It is recommended that window treatments be of light, white or neutral colors. No permanent non-conventional window treatments are allowed.

10.03 Noises or Disturbances and Illegal Conduct. No resident shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other residents. No resident shall play upon or allow the playing of any musical instruments, tape recorder, radio or sound amplifier in such manner as to be an unreasonable disturbance or annoyance to other residents of the Knoll. Voices shall not be raised above a normal conversational level in any unit or any of the common areas, nor shall there be boisterous conduct at the Knoll. Residents shall not violate any law or ordinance on the Knoll property.

10.04 Resident Absence. When absent from the unit longer than overnight, resident should close all windows, close all water faucets, turn off and unplug electrical appliances not in use, and leave the heat set at a temperature which will avoid freezing pipes. Residents are urged to establish, through neighbors or friends, a means of access to their units in the event of an emergency and to advise the Association's office of the name, address and telephone number of who to contact in the event of an emergency. In the event of an emergency, the Board reserves the right to

cause entry to the unit pursuant to its emergency entrance policy, which may be modified from time to time.

10.05 Sanitary Measures. All residents shall, at all times, keep their unit sanitary. Residents shall keep their limited common area clean, orderly and sanitary and shall do nothing, which detracts from the cleanliness, orderliness or sanitation of the common areas. Littering shall not be permitted at the Knoll.

10.06 Declaration and By-Laws. Other restrictions, rules and regulations are contained in the Declaration and By-Laws, with these Rules and Regulations being supplemental to those in the Declaration and By-Laws. In the event of a conflict between these Rules and Regulations and the Declaration and By-Laws, the Declaration and By-Laws control.

10.07 Guests and Invitees. All unit owners and occupants shall be responsible for the acts of their guests and invitees and shall have the duty to see that said guests and invitees obey these Rules and Regulations, and they shall become trespassers should they not leave upon request after violating these Rules and Regulations.

ARTICLE XI

USE, OCCUPANCY AND LEASE OF UNITS

11.01 Occupancy by Owners. The Knoll is intended to be an owner-occupied condominium complex. As such, absentee ownership is discouraged. Purchase of units for the purpose of rental to strangers (as opposed to family members) is highly discouraged. Understanding, however, that there may from time to time be units that are rented, the Board has adopted the following rules, regarding the renting of units. These rules shall not apply to rental to a close family member of the owner, such as adult children, parents, siblings, nieces, nephews, uncles or aunts.

11.02 Limitation on Percentage of Units Rented. In order to preserve the character of the community no more than 10% of the units may be rented at any one time. Approval of new leases will not be granted if 10% of the units are already rented. No person or business entity may lease or rent more than one unit at a time to persons who are not family members as described above.

11.03 Approval of Leases. All proposed leases shall be submitted to the

Board (or a designated committee thereof) for approval. No lease of a unit shall be valid without the written approval of the Board. A copy of all executed rental agreements shall be given to the Board.

11.04 Minimum Length of Lease. No unit shall be leased more than one time per calendar year.

11.05 Right to Evict. All leases for units must contain a provision giving the Board the right, by majority vote at a meeting, the vote occurring after the occupant and owner or the unit in question have the opportunity to make presentation to the Board to evict the tenant either acting for the unit owner or in its own right for violation of the Declaration and By-Laws and/or Rules and Regulations of the Association. In either event, the lease shall provide for payment of the attorney fees incurred by the Knoll by the tenant or failing that, by the unit owner, which amount shall be a lien on the unit.

11.06 Limitation on Number of Persons per Bedroom. In no event shall the owners of any unit permit occupancy of that unit by more than two people per bedroom. This provision shall apply to all units, owner occupied or rented.

11.07 Maximum Unrelated Persons Per Unit. No more than two unrelated persons shall be allowed to reside in any single unit.