

UNIVERSITY CLUB CONDOMINIUMS
RULES AND REGULATIONS

1. All litter and/or trash, including cigarette butts, must be placed in private waste receptacles or dumpsters provided on site. Any garbage or items obstructing sidewalks and entrances will be removed by Association representative, and the Dwelling Unit owner will be subject to assessment at the discretion of the association and its agents.
2. No baby carriages, bicycles, scooters, toys or other items shall be allowed to stand in entrances, sidewalks or porches of the building. Bicycles shall be stored in the storage area provided on site or within the Dwelling Unit. Owners shall be solely responsible for adequately securing their bicycles and other property, regardless of where stored, and the Association and Developer expressly disclaim any liability for lost or damaged property.
3. No Dwelling Unit Owner shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the sidewalks or upon the grounds.
4. No garbage cans, tools, supplies, or other similar articles shall be placed in any public area. Nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.
5. No Dwelling Unit Owner, occupant, visitor or tenant shall make or permit any disturbing noises in the Building by himself, his family, servants, employees, agents, visitors and guests, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Dwelling Unit Owners, occupants or guests. No Dwelling Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other musical device in the demised premises between the hours of 10:00 P.M. and 7:00 A.M., if the same disturbs or annoys other occupants of the building. The 10:00 P.M. time will be extended to 12:00 A.M. when MSU Sporting Events commence in the evening. No Dwelling Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time. The Board of Directors shall assess a Two Hundred Fifty Dollar (\$250.00) assessment against the Owner of a Unit after one (1) prior, legitimate complaint of disturbance has been received. (A legitimate complaint will consist of either a report from a law enforcement officer, or written, confirmed complaint of a Dwelling Unit Owner. The assessment will be due within one (1) month after written notification is mailed to the Dwelling Unit Owner, which shall be deemed to be effective from the date of mailing, and sufficient if mailed to the last

- address on the books of the Association. Notice to the Dwelling Unit Owner will consist of a letter from the President or Secretary of the Association stating the nature of the complaints and informing the Dwelling Unit Owner of his/her/its right to appear before the Board to appeal such penalty within thirty (30) days of the written notice. Since such assessments are permitted by the By-Laws of the Association, the Board of Directors of the Association is expressly authorized to and will enter a lien against the Unit in the official judgment rolls of Oktibbeha County, Mississippi, if the Dwelling Unit Owner fails to pay the assessment within thirty (30) days of the notice, or the outcome of the appeal, whichever is longer. This remedy is in addition to and not to the exclusion of any either remedy available in either law or equity. Second Offenses shall result in a \$500.00 assessment, and any subsequent offenses will result in a \$1,000.00 assessment.
6. No antenna of any type shall be installed without the written consent of the Association. Any aerial or satellite receiving dish erected on the roof or exterior walls of the building without consent of the Association, in writing, is subject to removal without prior notice.
 7. No house trailers, campers, motor homes, boats or trailers of any type shall be permitted on the Property at any time.
 8. The maximum number of adults allowed to live in any Dwelling Unit is two.
 9. No Dwelling Unit shall have pets other than traditional domestic animals such as dogs, cats, birds, and the like. Only owners may have a pet. Tenants in rental units may not have a pet of any kind. No Dwelling Unit shall have more than one (1) domestic animal. All pets must be controlled on a leash at all times while outdoors on any of the Property. Menacing or threatening behavior of the animals is not to be tolerated. The Dwelling Unit Owner is responsible for the removal and proper disposal of pet waste on the property. If the Dwelling Unit Owner is found in violation of said rule this will result in a \$100.00 assessment for the first offense, \$250.00 for the second offense, \$500.00 for the third offense, and \$1,000.00 for the fourth offense and any offenses thereafter.
 10. No combustible materials that may present a fire hazard are permitted in or around any Dwelling Unit or Common Element.
 11. No individual Dwelling Unit shall use the common-assessed water to irrigate or otherwise water the lawns of the Common Elements.
 12. No hardwood flooring may be installed in bedrooms located on the second floor.

13. No Dwelling Unit Owner shall display any signs, other than the For Sale sign allowed by the Declaration of Condominium, decorations or ornaments of any type in such a manner that same may be seen from outside of the Dwelling Unit. This includes articles displayed in windows, on doors or in Common Elements.
14. No furniture shall be allowed outside the Dwelling Unit other than on end units with patios and balconies. Furniture shall be wrought iron or of similar appearance. No furniture shall be allowed on any walkways to any units. The Association shall have the exclusive right to remove any furnishings that are in violation of this rule.
15. Charcoal grills will be available to Dwelling Unit Owners, occupants and their guests in the pavilions located in the Common Elements. These grills will be available on a first come, first served basis. Dwelling Unit Owners shall be responsible for ensuring that the Pavilions and surrounding Common Elements are left in a clean condition after use. Failure to return the Pavilion to a clean condition, causing any property damage to the Pavilion or violating the noise and nuisance provisions of the Condominium Documents, shall be grounds for the imposition of penalties pursuant to those Documents. All trash generated by the use of the Pavilions should be disposed of in the dumpster provided on the grounds. No other grills are allowed on the Property.
16. No private party or gathering of any type exceeding eight people shall be allowed in any Dwelling Unit or Units, regardless of relative noise levels or general nuisance created thereby. Any violation of this provision, evidenced either by a police report or by a private security report, shall result in an assessment of \$250.00 against the owner of the subject Dwelling Unit, to be collected in accordance with the Declaration of Condominium for Pitot House at Belle Grove. A second offense within one year of any first offense shall result in an assessment of \$500.00. A third offense within two years of any first offense shall result in an assessment of \$1,000.00. Any offense following the third offense, regardless of the intervening time period shall result in an assessment of \$1,500.00. Regardless of any other provision to the contrary, the association may avail itself of any other remedy available at law or equity. In the event any litigation is required, the Dwelling Unit Owner shall be responsible for the costs and fees, including attorneys' fees, incurred by the Association.
17. A 12 foot walkway, located on the East side of the Property, running from the condominiums to Mill Street is available to all residents and their guests for easy access to Russell Street and MSU Campus in any manner allowed by law.
18. All leases must be made subject to and incorporate all Condominium Documents. Leases shall be in writing and tenants must acknowledge receipt of and agree to comply with the Condominium Documents as a provision of the lease. All leases

- must be for a minimum term of twelve months. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Dwelling Unit shall be subject to and subordinate in all respects to the provisions of the Declaration, By-Laws and other corporate documents, such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors may from time to time promulgate, together with any other Condominium Documents. No Dwelling Unit shall be leased, rented or inhabited by more than two (2) adults. A copy of all executed leases shall be provided to the Association and shall include proper contact information for each tenant. Nothing in this paragraph shall preclude any owner from renting a furnished unit for short term periods, for not less than three (3) days, as long as such rental is managed by a professional management/rental company.
19. Failure of the Association in any event to enforce anything contained in these Rules & Regulations shall not be deemed to be a waiver of its right to enforce the same at any other time. Any violation of any of the rules and regulations contained herein, or as previously established in the Declaration of Condominium, are subject to assessments and or fines as deemed appropriate by the Association and/or its agents.
 20. Tabor Properties, LLC has contracted with Tabor Management, LLC for the management of the University Club Condominium Association, Inc. for a period of time to be determined by the developer, Tabor Properties, LLC, Larry Tabor, Managing Member. A copy of this contract is on file in the office of Tabor Management, LLC. All questions should be directed to Tabor Management, LLC at 200 S. Montgomery, Suite 201, Starkville, MS 39759 662.324.0506.