

THE RANDOLPH CONDOMINIUMS

**HOMEOWNER'S MANUAL, POLICIES,
RULES AND REGULATIONS**

Originated: August 31, 2004

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DIRECTORY

MANAGEMENT COMPANY:

Personalized Property Management
1037 S. Big Bend
St. Louis, MO 63117-1604
(314) 781-0303
(314) 781-4551 Facsimile

Current Property Manager: Pat Sweet patppm@aol.com

- Pat and her company are responsible for managing the day-to-day operations of the condominium association. Any questions regarding the fundamental operation of the building should be directed to Pat at Personalized Property Management.

Office Hours: Monday through Friday 8:00 a.m. to 4:30 p.m.

24 HOUR EMERGENCY SERVICE: (314) 781-0303

EXECUTIVE BOARD:

President:	Debbie Roeder, 5510 Waterman, #602
Secretary:	Darlene Bee, 329 Belt, #202
Treasurer:	Donald Obermann, 321 Belt, #301
Other members:	Carolyn Delaney, 321 Belt, #502 Stephanie Zayas, 329 Belt, #602

WELCOME TO THE RANDOLPH CONDOMINIUMS.

This manual, adopted by the Executive Board, is a quick reference that provides answers to most frequently asked questions. It includes important rules and regulations that apply to all The Randolph Condominium owners and residents in accordance with our condominium association bylaws.

Please note that the rules in this document are **in addition to** all provisions contained in the Declaration of Condominium and Condominium Bylaws. The Declaration of Condominium and Condominium Bylaws are contained in a bound document that each owner received entitled "Original Sale Certificate, The Randolph Condominiums: A Condominium."

In accordance with the Condominium Bylaws, fines may be levied by the Executive board for violation of these rules.

We wish you a pleasant, leisurely and quality lifestyle during your residency at The Randolph Condominiums and will endeavor to conduct all Association business with the foregoing mission statement in mind:

THE RANDOLPH CONDOMINIUM MISSION STATEMENT

The Randolph Condominium Association and its Executive Board shall strive to provide all current and future residents of The Randolph Condominiums with distinct, high quality community living; enhancement of property values through excellent care for, maintenance of its building and grounds; sound fiscal policy; firm support of the rules and regulations which govern the day-to-day operations of The Randolph Condominiums; and, enforcement of its policies.

With kind regards,

EXECUTIVE BOARD
THE RANDOLPH CONDOMINIUM ASSOCIATION

APPLIANCES:

- Appliance repair (dishwasher, garbage disposal, oven and range, refrigerator, individual air conditioning and heating units, etc.) is the responsibility of each unit owner. The Association is not responsible for their repair, nor charges or services provided by outside contractors.

BALCONIES:

- Balconies (includes two bedroom unit balconies) are not to be used for storage (appliances, construction materials, ladders, moving boxes, etc.)
- No clothes, laundry, rugs, or other articles shall be hung or exposed on any portion of the railings or about the exterior of the building. (See Article 7, Section 7.2 of The Randolph Condominiums: A Condominium; Declaration of Condominium).

BARBEQUE GRILL AREA:

- There is a common grill in the outdoor barbeque area which is there for resident use. Please take care to clean up the grill and area after use.
- The barbeque area is for all residents use on a first-come, first-serve basis. Please respect the right of other residents to have access to this area.

BOARD MEETINGS:

The Executive Board meets regularly at dates and locations set by the Executive Board. Should you have a question, concern or suggestion, please submit to the Management Office.

- There will be one annual board meeting a year. You will receive advance notice of the date, time and place of the meeting. Proxies may be issued if the Executive Board anticipates the need for a vote on a particular issue. We encourage all residents to attend.
- If you cannot attend, please execute any proxies and give them to one of the Executive Board members or another resident who plans to attend.

BUILDING SECURITY:

- No unit owner or occupant shall admit any stranger without proper identification into the Building or garage at any time.

BUILDING TOWERS: (321 & 329 Belt and 5510 Waterman)

- Building doors must never be propped open or left open unattended. In the case of moving or deliveries, the unit resident is responsible for monitoring the building doors.
- Please be sure that the front doors to the building as well as the doors at the garage entrance close firmly behind you.
- Report any problems with door operation, locks, etc. immediately to the management company.

GARAGE:

- All vehicles must be locked and owners shall keep garage door openers secured and out of sight within their vehicles. Also, lock bicycles stored in garage.
- Garage doors are to remain down when not in use and are not to be left open unattended. Please immediately report any malfunction or problem with the garage doors to the management company.
- Park in your assigned space only unless you have advance permission to park in another resident's assigned space.
- Upon entering and exiting the garage, please look to see that the garage door closes and be alert for anyone entering through garage.
- Lost/stolen/missing garage door openers must be reported to the management company immediately.

CABLE TELEVISION:

- Installation fees and monthly charges are the resident's responsibility. NO WIRING IS PERMITTED ON THE EXTERIOR OF THE BUILDING.
- Cable television workmen will need to enter the 329 Belt tower to access the cable system. Contact the property manager ahead of time to make arrangements to gain access to this tower

CHARCOAL GRILLS:

- Charcoal grills are specifically prohibited as they constitute a significant fire hazard. No charcoal grills are to be used in any area including any balconies or the fire escapes.
- Gas grills are permitted to be used on resident balconies.

CONDOMINIUM FEES:

The fiscal year of the condominium shall be the calendar year. The amount assessed against each unit will be based upon the allocated interest of such unit. Each unit owner will be responsible for payment of that percentage of the total annual budget which is equal to the allocated interest appertaining to his/her/its unit.

- Condominium fees are due on the first (1st) of each month. A late fee of \$15.00 shall be assessed to the unit owner for envelopes postmarked after the tenth (10th) of each month.
- Any unit owner in default on their condominium fees, assessments or fines that have been levied cannot vote at the Annual Meeting. The Association shall have a lien on each unit to secure an unpaid condominium fees, assessments or fines.

COMMON ELEMENTS:

The property, except the individual units, and including lobbies, walkways, driveways, gardens, landscaped and planting areas, barbeque grill area, elevators, sidewalks and garage and parking areas (except for individual assigned spaces) are common elements pursuant to The Declaration and By-Laws.

- No item such as a boat, motorcycle, trailer, trash, trash container, etc. shall be stored in any common element.
- No clothes, laundry or other articles shall be hung or exposed in any portion of the common elements. (See Article 7, Section 7.2 of The Randolph: A Condominium; Declaration of Condominium).

CONSTRUCTION (IN YOUR UNIT)

- Construction activities in your unit must be limited to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding federal holidays.
- No later than seven (7) days prior to commencement of the construction work, the owner shall notify the management company, in writing, stating the following: 1. The type of work to be done and, specifically, whether any plumbing work is to be done or any other work requiring water shut-off and; 2. The estimated duration time of the project.
- Any required St. Louis City permits must be obtained and copies provided to the Executive Board **prior to** the commencement of the work.
- Plans for any construction activity that touches or may affect common elements such as common walls, electricity, plumbing, etc. **must be submitted to the Executive Board for approval.** The Board, may, at its discretion, require a refundable deposit for such construction. Any damage/destruction to common areas caused by contractors/workers shall be the responsibility of the resident for whom the work is being done.
- Deliveries of construction materials or comings and goings of construction workers must be supervised by the resident or authorized agent. (See Building Security)
- See Article 7, Section 7.11 of The Randolph: A Condominium; Declaration of Condominium concerning repairs to any plumbing or electrical wiring within a unit. No work shall be done on plumbing or electrical wiring without first contacting the Executive Board.
- The dumpsters may not be used for disposal of construction debris. All debris must be removed from the grounds each day unless special arrangements have been made for a dumpster. Elevators should be loaded carefully. Damage to the elevators will be charged to the resident.

DISPUTES BETWEEN NEIGHBORS

- The Executive Board cannot become involved in disputes between neighbors unless they involve the violation of the Declaration and By-Laws or the Rules and Regulations.
- If another unit owner causes damage to your unit, it is the unit owner's responsibility to pay for all damage. The unit owner who incurred the damage should immediately contact the owner who caused the damage.

DRYER VENTS:

- The Association recommends cleaning of dryer vents annually. Clogged vents can adversely affect the performance of the dryer and can become a fire hazard. Call an independent contractor if you need assistance with the cleaning of your dryer vent.

ELEVATORS:

- Please be certain to fully close the door and gate on the elevator when exiting. If the door or gate are not closed completely, the elevator will not operate. Also, as a courtesy to other residents, take care not to allow the door to "slam" when entering and exiting the elevator.
- Smoking is prohibited in all elevators.
- If you spill anything in the elevator, please clean it up.
- Report any malfunction to the Property Manager. Due to the age of the elevators, periodic adjust will be necessary due to fluctuations in temperature and other conditions.

EMERGENCIES:

- Call 911 to report a fire or other life-endangering situation. Then call the Management Office at (314) 994-7440 (this is also the 24 hour emergency number).

EXERCISE ROOM:

- Please be courteous to others using the exercise room by not leaving personal articles or trash in the room and returning equipment to its storage location. In addition, please respect other residents' rights to use and have access to the equipment.

FINES:

Owners or tenants who violate the Declaration and By-laws or Rules and Regulations of the Association may subject the owner of the unit to a fine. In addition to a fine, the Executive Board may invoke those remedies authorized by the Declaration and By-Laws, as well as the Rules and Regulations of The Randolph Condominiums. The Executive Board reserves the right to amend, modify or replace the Fine schedule from time to time at its sole discretion. The following is a list of fines. This list is not exclusive and violations not included on this list may subject a unit owner to a fine:

- **LATE FEES:** A late charge of \$15.00 per month will be assessed against any unit owner who fails to make a payment of the monthly condo fee or assessment. Checks are considered late if the envelope is postmarked later than the 10th of each month.
- **PEACE DISTURBANCE:** A written warning will be given for the first offense. A second offense will result in assessment of a \$50.00 fine. Third and subsequent offenses shall result in the imposition of a \$100.00 fine and may result in legal action being taken against the owner. As an additional penalty, the Executive Board, in its sole discretion, may require the violator to pay any attorney's fees, damages to property or other costs incurred by the Executive Board or The Randolph Condominium Association as a result of any offense or any proceedings in connection therewith.
- **LEASE OF UNIT VIOLATION:** No warning letter required. A fine shall be assessed against any owner who fails to give at least forty-five (45) days written notice of the unit owner's intent to lease the unit. The fine shall be assessed by the Board in accordance with any applicable rental policy in effect.
- **SIGN VIOLATION:** No signs, advertisement or notices of any type are permitted that are visible from the exterior. An automatic fine will be assessed against the unit owner for any commercial advertisement on vehicles for placing "For Sale" or "For Rent" signs, balloons or other markings on the common grounds that may be visible from the exterior of a unit, unit window or vehicle. A \$100.00 fine shall be assessed against the unit for a first offense and incremental increases of \$100.00 for each violation thereafter. **Exception:** An "Open House" sign may be placed on the grounds during the hours the open house is in effect. Any such sign shall be promptly removed after the open house is concluded. Please contact the Board for special requests. The Board may, at its discretion convene a special meeting to consider special requests.
- **TRASH VIOLATION:** A \$100.00 fine shall be assessed for placing large items (carpets, furniture, mattresses, etc.) on the common grounds or in or around the dumpsters. Contact the City of St. Louis to inquire about bulk pick-up.
- **VIOLATION OF ALL OTHER RULES:** Written warnings for the first offense. Fine amount to be assessed by the Executive Board depending upon the type and severity of the violation.

INSURANCE

- The master insurance policy covers the exterior of the building and common elements. For more specifics, see Article 12 of The Randolph: A Condominium; Declaration of Condominium.
- It is the unit owner's responsibility to obtain appropriate homeowner's insurance coverage.

LEASING YOUR UNIT: (See also OCCUPANCY)

- Not less than forty-five (45) days before initiating a new lease or lease term, an owner(s) is required to give written notice to the Board of their desire to lease their unit.
- All leases and rental agreements shall be in writing and shall contain a clause requiring the lessee and all occupants of the leased unit to comply with the Declaration and By-laws and all Rules and Regulations of the Association. *A copy of a standard lease may be obtained from the management company.
- Owners are prohibited from leasing less than his/her/its entire unit at any time.
- No unit may be leased for an initial term of less than one (1) year or to more than two (2) unrelated persons without the prior written approval of the Executive Board (See **Occupancy**).
- The lessee(s) of the unit must reside in the unit. No unit may be leased to or for the benefit of a business entity for the purpose of providing housing to its agents, servants, employees or guests.
- Unit owners are responsible for their tenants' actions. This includes violation of rules, fines levied and damages created by tenants and/or tenants' guests.
- A copy of such lease shall be furnished to the Board within **twenty-four (24) hours** after its execution. A fine of \$100 shall be levied against the unit owner for each month said lease is not on file with the management company.
- A \$250.00 nonrefundable, moving fee applies for each time a tenant moves in a unit for which the unit owner is responsible. (See "Moving in/Moving out" section herein.)
- Please also refer to Article 7, Section 7.7 of The Randolph: A Condominium; Declaration of Condominium.
- Be sure to contact the Property Manager and/or Board to inquire if any additional rules are in effect at the time of the proposed tenancy regarding the leasing of your unit.

LIGHT BULBS AND LIGHT FIXTURES:

- The Association replaces light bulbs at the front entrances, halls and common areas. Owners are responsible for replacing bulbs and fixtures in their unit.

LIMITED COMMON ELEMENTS

- Limited common elements include individually assigned parking spaces and storage units. If any owner has a limited common element assigned to his/her/its unit, that unit owner may be charged, on an individual basis, with the cost of maintenance and repair of such limited common element.

LOCKS--KEYS--FRONT DOORS TO INDIVIDUAL UNITS:

- If you lose your key to the front door of your unit, you must call a locksmith to let you in. The Management Company is not responsible for letting you in your own unit.
- We recommend residents change locks to their individual unit upon occupancy for security reasons.
- Entrance doors to your unit are the responsibility of the owner. Replacement doorknobs must match the existing hardware.

MAILBOX:

- Necessary repair or maintenance of your mailbox is provided by the Association. Contact the Management office. (See Directory for number).

MAINTENANCE OF UNIT:

- The unit owner is responsible for all repairs and maintenance within his or her unit including appliance repair, windows, screens, plumbing, electrical, heating and cooling, etc. (For more specifics, see Article 7, Section 7.2 of The Randolph: A Condominium; Declaration of Condominium).

MOVING IN/MOVING OUT:

- All moves must be coordinated through the Property Manager. Contact PPM to schedule.
- All unit owners must pay a **moving fee of \$100.00** (for tenant moves, see below) not less than five (5) days in advance of the moving date as coordinated with the Property Manager to the Association (Fee is to compensate for wear and tear on building, elevators).
- In the case of tenants moving in, moving fee is **\$250.00** for each time a tenant moves into a unit. The unit owner shall be responsible for paying this fee.
- The unit owner or authorized agent is responsible for monitoring the building doors during the move (See Building Security).

NOISE:

- Owners/residents shall exercise reasonable care to avoid disturbing neighbors.
- Noise audible 100 feet from its source during the hours of 11:00 p.m. to 7:00 a.m. is a violation of City ordinances.
- Construction activities in your unit must be limited to the hours of 8:00 a.m. to 5:00 p.m.

OCCUPANCY:

- The Randolph Condominiums Association requires all new residents (unit owners and tenants) to complete a "Resident Registration" form **at least fourteen (14) days prior to** occupancy. Contact the Property Manager to obtain the form.

- A \$100.00 fine shall be assessed to any owner who fails to timely notify the Association of occupant changes.
- No part of any unit shall be occupied by more than one (1) family or by more than three (3) unmarried or unrelated individuals. (See Article 7, Section 7.1 of The Randolph Condominiums: A Condominium; Declaration of Condominium).

OFFICE/BUSINESS IN CONDO UNIT:

- Home occupations” are permitted as defined under Article 7, Section 7.1 of The Randolph Condominiums; A Condominium; Declaration of Condominium). No other business, trade, occupation or profession shall be conducted on any part of Condominium property other than as allowed under the Declaration.

PARKING:

- Parking is permitted only in designated spaces by unit owners or their authorized agents or guests. Vehicles parked outside of designated space or parked in an owner’s space without permission are subject to towing. In addition, fines may be levied to a unit owner hosting a vehicle parked outside of a designated space.
- To arrange for towing of any vehicle from an unauthorized area call the Property Manager
- No liability is assumed by The Randolph Condominium Association for any property damage or theft resulting to any vehicle during towing or storage due to unauthorized parking.
- Vehicles that are not in operating condition, or which because of mechanical or other defect (i.e., broken windows, flat tire(s), leaking gas or oil, open trunk, rust, severe body damage, unlicensed, etc) may **not** be parked on the premises, including the garage and back parking area. Vehicles are not to be “stored” on the property.
- No trucks or vans rated above 3/4 ton or any commercial vehicle, car, truck, or other vehicle with advertisement viewable from the outside, trailers RVs (recreational vehicles) or mobile homes are allowed to be parked anywhere on the premises, including the garage and back parking area.
- The Executive Board has the right to have prohibited vehicles or vehicles parked in unauthorized areas towed at the expense of the unit owner and/or levy fines in connection with same. The Randolph Condominium Association assumes no liability for any property damage or theft during towing or storage.

PEST CONTROL:

- The interior, common and exterior areas are sprayed on a quarterly schedule. Interior treatment of each unit is the responsibility of the owner.

PETS:

- Pets shall not create a nuisance to other residents by virtue of continuous and/or repeated barking, crying or other disturbances. Fines may be levied by the Executive Board if a pet creates a nuisance.
- Pets are not allowed to roam unattended and shall be leashed at all times when in the common areas.
- Residents are required to clean up after their pets.
- Violations pertaining to pets are subject to a \$50.00 fine for the first offense.
- See also Article 7, Section 7.5 of The Randolph: A Condominium; A Declaration of Condominium.

RENTING YOUR UNIT:

- See Leasing.

REPORT OF VIOLATIONS:

- Report of violations of the condominium's Declarations, By-Laws or Rules and Regulations must be in writing and should state the name and description of all persons involved, the time and date the incident occurred and what attempt, if any, the reporter made to inform the violator to cease the violation before reporting it to the Association. Reports shall be sent to the Property Manager. Residents have a duty to first attempt to discuss complaints or violations with the person engaging in the activity complained about, if feasible.

RIGHT TO ENTER UNIT:

- Each unit owner shall grant a right of access to his/her/its unit to the Property Manager or any other person authorized by the Executive Board for the purpose of correcting any condition originating in a unit and threatening another unit or common element or for the purpose of performing necessary installations, alterations or repairs to the mechanical or electrical services or other common elements in the unit or elsewhere in the building within which the unit is located, provided that such requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner.
- In the case of an emergency as dictated by the circumstances or by written order of the Executive Board, such right of entry shall be immediate whether the unit owner is present at the time or not.
- In the case of an emergency, the Property Manager, Executive Board and/or its agents may hire a locksmith to provide such entry and assess the cost of the locksmith to the unit owner, if entry is for the owner's benefit.

ROOF:

- No one is permitted to be on the roof at any time except as set forth below and unauthorized access will result in an automatic \$100.00 fine for each person or guest on the roof.
- Should rooftop access be necessary for air conditioner or other repair, please contact the Property Manager to make arrangements for access.

SALE OF UNIT:

- Unit owners shall provide written notice to the Property Manager (who will turn same over to the Executive Board) of their intent to place their unit on the market for sale. (See Fines, Item 3).
- Unit owners are required to inform the Association and Property Manager that their condominium unit has been sold. The seller is required to forward to the new buyer a copy of the Declaration, By-Laws, Rules and Regulations and budget. New owners should be informed of the need to complete and return to the Property Management Company a completed Purchaser Information form no later than five (5) days after moving in.

SATELLITE DISHES:

- Satellite dishes **are absolutely prohibited** anywhere on the building (including roof, balconies, windows, etc.). If an owner installs a satellite dish in violation of these rules and regulations, the owner will be assessed a fine for such installation as well as a fine for each day the satellite dish remains on the roof until it is removed with no exceptions.

SIGNS:

- No signs, advertisements or notices of any kind are permitted without the prior written approval of the Executive Board. An automatic fine will be assessed against any unit for any sign, balloons or other markings on the common grounds or that may be visible from the exterior of any unit, unit window or vehicle even if the sign is physically placed on the inside of a window. (See Article 7, Section 7.4 of The Randolph: A Condominium; Declaration of Condominium).
- See also "Fines," Item 4.

SMOKING:

- Smoking is prohibited in all common areas of the building, including elevators, lobbies, stairways, parking garage, exercise room and barbeque grill area.

STORM/SCREEN DOORS :

- Storm/screen doors are a modification of the exterior of the building requiring approval from the Executive Board prior to installation.

TRASH:

- Please place all trash items in a plastic bag which is tied securely before placing trash in dumpsters.
- Large appliances, furniture, mattresses, etc. must be disposed of through a special pickup arranged by the owner. Such items are NOT to be placed by the dumpsters. An automatic \$100.00 fine will be assessed for violating this rule and regulation.
- Ensure that dumpster lid is down after placing items in trash.
- Do **not** leave trash in the hallway outside your unit or in any common area. In addition, garbage cans/receptacles are **not** allowed on the fire escape. Violators are subject to an automatic \$100.00 fine.
- See “Fines,” Item 5.

VACANT BOARD SEATS:

- A notice shall be given to all owners of any vacant seats on the Executive Board.

VEHICLES:

- See Parking Section for list of prohibited vehicles and other rules and regulations.
- Minor repairs to vehicles are allowed so long as the repair takes less than two (2) hours and does not cause damage to the common elements or interfere with other resident’s use of the common elements.
- Any vehicle which is not in operating condition or which because of mechanical or other defect which constitutes a nuisance or eyesore, in the sole opinion of the Executive Board, may not be parked or left in general parking areas.

VIOLATIONS:

- In most cases, upon receipt of a written complaint against an owner or resident who has violated the Declaration and By-Laws or the Rules and Regulations, a warning notice is issued to the owner. For serious offenses, the Executive Board may authorize fines or other remedies without the issuance of a warning notice.
- If a second written complaint is received for the same owner or resident for the same violation, then a fine will be assessed as determined by the Executive Board. The violator may request in writing a hearing before the Executive Board within ten (10) days from the date the fine is assessed. If no appeal is requested, after the expiration of ten (10) days, the fine shall be deemed to be final.

WARNING NOTICE

- Warning notices are forwarded to owners upon a violation or receipt of a written complaint. Complaint letters must be signed and should state the date, time person(s) involved, where the incident occurred, a detailed description of the complaint and what attempt, if any, the reporter took to inform the violator to cease the violation. The violator may request a hearing before the Executive Board within ten (10) days of notice to appeal the fine or other penalty or it will be considered final.

WATER DAMAGE/LEAKS

- Please remember that unit owners above ground level are responsible for repair or damage resulting from water leaks emanating from their units. It is the unit owner's responsibility to contact the owners below to determine the extent of damage. For any necessary repairs, it is the unit owner's responsibility to reach an agreement with the owner of unit affected. The Randolph Condominium Association is only involved in the notification of the responsibility and does not become involved in the negotiation of painting, plastering or repair process.

WINDOW TREATMENTS/COVERINGS

- No unit owner shall install or hang in any window facing any street any shade, blind, drapery or other such treatment which does not appear white or off-white from the outside of the property. (See Article 7, Section 7.4 of The Randolph: A Condominium; A Declaration of Condominium.)
- Aluminum foil over windows that can be seen anywhere from the outside of the building is absolutely prohibited.

WINDOWS/PATIO DOORS

- Window replacement is the responsibility of the unit owner. Written approval from the Executive Board is required **prior to** installation of new windows or patio doors.

WATER SHUT-OFF

- For non-emergency purposes, please provide PPM with at least seventy-two (72) hours notice if you are seeking to have the water in your tower shut off for plumbing work or repairs as notice must be given to the other residents.

RECORD OF REVISIONS

Date	Who	Revision
August 2011	D. Bee	Updated “Construction”
January 2010	D.Bee	Revised and updated formatting to document
August 2009	D. Roeder	Updated “Construction” and “Leasing your unit”
August 2004	D. Roeder	Originating document