



Falcon Heights Owners' Manual



30 Brook Road, Goodwood Park

Index

Chapter 1	Welcome Note & Background Information	Page 3
Chapter 2	Important Information & Contact Numbers	Page 6
Chapter 3	Facilities and Amenities	Page 17
Chapter 4	Safety and Security	Page 20
Chapter 5	Rules & Regulations	Page 25
	<i>Community</i>	<i>Page 26</i>
	<i>Contractor</i>	<i>Page 34</i>
	<i>Real Estate Agent</i>	<i>Page 36</i>
Chapter 6	Defect Liability Warranty	Page 37
Chapter 7	Standard Forms	Page 40



Welcome Note & Background Information

Welcome to your new home!

We sincerely appreciate your trust and interest in the development of Falcon Heights. Our aim is to provide you with comfort and security at all times.

We are as delighted as you are to embark on this new journey at Falcon Heights. Our Property Handover and Facility Management teams are readily available to support you in starting your new life and ensuring that home is truly where the heart is.

Maintaining Falcon Heights's standard with regards to quality of life for our Home Owners in Falcon Heights is going to be our utmost priority.

We are confident that a peaceful, privileged and prosperous future awaits you in your new home and we trust that you will enjoy being part of our Falcon Heights community.

Enjoy your life in your new home.

With our sincere wishes,

Mr. Issa Nicholas
Falcon Heights

About Nicholas Development Limited

While continuing to actively pursue expansion in its core business of Hospitality and Leisure, with an extensive current portfolio encompassing Key Caribbean Markets:

- The Grand Royal Antiguan Beach Resort (Antigua)
- Crowne Plaza (Trinidad),
- Grenada Grand Beach Resort (Grenada)
- Grand Beach Barbados Resort. (Barbados)

The Issa Nicholas Group, through its subsidiary, the Nicholas Development Limited, has extended its development expertise to the development of a most unique, elegant, flagship master-planned residential community in the most sought after neighbourhood on the western peninsular of Trinidad – Falcon Heights, Goodwood Park.

Nicholas Development Limited, as part of the Issa Nicholas Group, has been shaping landscapes and lives in the Caribbean since the company's inception in 1960.

Another flagship development within the Nicholas Development Limited's portfolio is The Nicholas Towers, which has become the most unique and elegant commercial building on the skyline of downtown Port of Spain, Trinidad.

We welcome you to Falcon Heights.

Important Information & Contact Numbers



Individual Unit Owner Building Insurance

Falcon Heights Limited will provide the insurance coverage for each unit owner. ***Falcon Heights Limited will then charge the unit owner the cost of the insurance*** and you will be invoiced on the first day of the first month of every year for this. ***If the homeowner fails to pay the cost of their insurance premium, Falcon Heights Limited can levy on the unit owner for the cost of this insurance.***

Insurance Helpful Hints

It has been confusing to owners just what coverage they need. The following information should assist you:

Owner's Association Policies

Falcon Heights Limited's Association policy covers all common property of the condominium, which includes common area building contents and any equipment the Association owns or is responsible for. This includes mechanical equipment, structures, elevators, corridors, Halls, lobby, stairways, Pool facilities, fences, walls, signs and common area utilities. It also provides liability insurance in case someone is injured on condominium property.

There are two basic types of coverage for Associations:

A named-peril policy covers only perils specified in the policy, such as fire, theft or explosion. Occurrences not specified in the policy are not covered. **An all-risk policy** covers anything not specifically excluded by the policy. If something not foreseen by the Association, causes damages, it may be covered by the all-risk policy.

Individual Unit Owner Insurance Policies

The individual unit-owner policy is the same as a homeowner's policy; it protects personal property, fixtures and improvements and provides liability coverage in case someone is injured as a result of the unit owner's negligence. The unit owner's policy may also cover living expenses incurred if the condominium is unusable due to damage covered in the policy.

The unit-owner's policy may also cover assessments by the Association for losses not covered by the Association's insurance policy. When buying an individual policy, condominium owners and a competent insurance agent should examine the Association's insurance policy and Association documents to determine what the Association's policy covers. Anything in the condominium unit not covered by the Association, should be covered by the unit-owner's policy. Individual unit-owner coverage should be obtained for the following:

- Household contents such as furniture, appliances, desktop computers etc
- Personal contents such as jewelry, laptops, cell phones, golf items etc
- Upgrades/improvements done within the unit such as installation of floor tiles, wooden floors, carpets, other floor coverings, padding, wall coverings such as wall paper, paint, paneling, ceiling treatment, built-ins, plumbing and electrical items serving only the individual unit or personal property within individual units
- Any other feature/enhancement not mentioned above which you have Installed
- Liability coverage arising due to the unit owner's negligence or accidents occurring within the condominium unit
- Casualty, theft, loss, or flood damage to the contents of a unit

Insurance Advise

An insurance agent or attorney with condominium experience should assist you in determining what should be covered by an individual policy. Remember that no significant risk should be left uncovered and Unit Owners should make sure they know what property they are responsible for covering.

Keys

Upon the closing of your unit you will receive keys from the Management Office. Keys provided are for the unit entry door to your new home and for your mailbox.

Mail Services

The nearest TPost Office is located at 177 Tragarete Road, Port of Spain and the office hours are 7:30 a.m. to 5:00 p.m. Monday through Friday. The branch telephone number is (622-3364).

Each homeowner has a mailbox at the main entrance. All mailbox keys will be given to the Homeowner at time of orientation. The Management Office does not retain copies of your mailbox key. Please contact the postal service in order to have your mail forwarded or held during any extended absence.

Your new mailing address is:

Unit #(insert your unit #), Falcon Heights
30 Brook Road
Goodwood Park, Trinidad

Move-In Process

Occupancy of your new home will take place after closing. **Any tradesmen performing work on your unit must be authorized by you and on file with the Management Office. Falcon Heights Limited will not be responsible for allowing access into your individual unit.**

Commercial vehicles will be permitted through the Service entrance.

Move In or Delivery trucks will have to access through the main entrance. Maximum headroom is 2.2m.

Residential delivery vehicles, that surpass the maximum headroom, will not be capable of delivering goods directly but will have to be off-loaded into a wheeled pallet or pick-up trailer for delivery to the entrance lobby.

Be sure to schedule your move with the Management Office at least **seven (7) days prior** to taking occupancy. Any other delivery requires a minimum of 72 hour notification. Your cooperation will help prevent frustrating move-in delays and facilitate a smoother move into the building.

Additional hours may be permitted for the first two months after opening. Contact the Management Office for more information regarding additional hours of operation.

Please schedule move-in and deliveries with your mover and/or contractor between:

Monday –Friday	9:00 a.m. to 5:00 p.m.
Saturday	8:00 a.m. to 3:00 p.m.
Sunday and Holidays	No moves allowed.
Between Christmas and New Year's Day	No moves allowed.

Reservations **must** be made in advance through the Management Office. You will be asked to pay a \$2,500 refundable move-in fee upon confirmation of the **move-in or move-out reservation** date.

The refundable fee is a security deposit against any damages or expenses incurred during the move-in period and it is payable to the Management office.

Please be advised that **move-ins and move-outs must be completed no later than 5:00 p.m.** Late arrivals (after 5 p.m.) cannot be accommodated.

When loading and unloading of furniture, etc., Please ensure that other vehicles can access the Parking Garage

The elevator should accommodate most, if not all, your possessions. The elevator dimensions are as follows.

- Door to door width is 1.1m.
- From rail to rail inside is 1.1m.
- The height inside is 2.5m.

Your name and unit number should be indicated on all move in and delivery packages, boxes and cartons. **Disposal of all wrapping, paper, debris and cartons and removal should be done by your movers or yourself.** Large cartons should be flattened and tied and brought to the receiving area.

DO NOT ATTEMPT TO DISPOSE OF LARGE CARTONS VIA THE GARBAGE DISPOSAL CHUTE. Falcon Heights Limited will charge the Unit Owner a fee for removal of any moving or delivery debris.

Due to limited space availability, no packages, construction material, or personal unit items can be left or stored overnight in any common area.

Management's duties include helping you facilitate your move into Falcon Heights. Please do not hesitate to request assistance should any questions arise.

Falcon Heights Customer Care

At Falcon Heights we pride ourselves in offering you the best in lifestyle and community living in the region.

Falcon Heights Facilities Management

Falcon Heights Facilities Management Department takes pride in supplying high quality services consistently to meet our Home Owners' expectations.

Our role is to coordinate and oversee the safe, secure, and environment-friendly operations to maintain the overall ambiance of this exclusive community.

Contact Numbers

Falcon Heights Facilities Management department has an on-site office at Falcon Heights which will serve as an access point for service requests and fault reporting for all Facilities Management services 7 days a week.

Should you have any inquiry or concern related to these subjects you can contact Falcon Heights Facilities Management (0900 Hrs – 1800 Hrs) at

(868) xxx-xxxx.

In case of a service request, the Home Owner will be provided with a unique service request number & will also be communicated the approximate time to be taken to resolve the particular issue.

Facilities Available on site;

1. Security
2. Cleaning & Maintaining of Common Areas
3. Pest Control
4. Landscaping & Horticulture
5. Waste Management

Your Falcon Heights Staff

The Facilities Management staff at Falcon Heights has been trained in all aspects of property management. It is their job to make you and your guests feel as comfortable and secure as possible. Please note that no employee of Falcon heights Limited is to be sent out by Unit Owners or Occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of Falcon Heights Limited. Here is a brief listing and description of each position:

Management Office

The **Facility Co-ordinator, Mr. Joel Caliste**, under the direction of the Board of Directors is the person responsible for coordinating and directing all the day-to-day activities that affect building operations and maintenance.

He has been professionally trained to provide information and assist the Residents to understand their responsibilities as Unit Owners in a multi-home environment and to assure them of a safe and quality lifestyle. In order to provide efficient service to our residents, all suggestions, concerns, complaints and inquires should go through the Management Office. The Management Office hours are 9:00 a.m. to 5:00 p.m. each weekday, holidays excluded.

Janitorial

Cindy Clarke is responsible for cleaning all of the common areas including but not limited to trash rooms, stairwells, parking garage areas, restrooms, Pool facilities, elevators, Corridors and Lobby. At no time is she permitted to perform cleaning services in residential units.

Pest Control

General pest control:

- Rodent control (As and when required)
- Extermination of mice, rats and other rodents
- Control of damage to property by birds
- Extermination of insects, bugs and Fumigation

Landscaping & Horticulture

- Monitoring and maintaining the health of the plants and lawns.

- Landscaping and Outdoor Maintenance (Cutting of hedges & trees)
- Grass cutting
- Maintenance of irrigation system
- Maintenance of Swimming Pool

Waste Management

- Collection of garbage
- Garbage Carts — Placement and storage
- Disposal of garbage at designated dumping areas
- Large size special plastic waste bags are also available from our Facilities Management office.

Security

Your safety at Falcon Heights is our primary concern. That is why your new home is part of a gated and secured community.

We have a minimum of one guard within the community at any given time.

Security is responsible for the safe keeping of the residents and property.

Security monitors cameras & controlled access points, patrols the property, and maintains a secure home for you. Security is also trained to handle emergencies (fire alarms, water intrusion, medical, etc) until the appropriate party arrives.

When your guests visit the Falcon Heights, they will use the intercom to call you. You will be able to remotely open the entrance gate.

Your guest may then proceed to drive to the designated Car Parking Area.

Please ensure that you call Security in advance of your guest arriving to prevent any delays experienced by your guest.

Television/Satellite/TSTT & FLOW Cable

Nicholas Development Limited has pre-wired your Unit for your cabling solutions; Telephone, high speed Internet FLOW or TSTT.

A welcome packet from FLOW and TSTT will be given at time of orientation. Please contact them for more information.

Utilities

Electric Service is provided by Trinidad & Tobago Electricity Commission.

To contact T&TEC, Please call (623-6291/625-3774).

T&TEC will accept overpayments to cover extended periods of absence. Payments can be automatically debited from your checking account.

These services should be set up if you plan to be away for an extended period.

When Transferring a T&TEC Account - Residential Customers

Where proof of ownership is not on record, a copy of the "proof of ownership", Deed Certificate, a Title Deed of Gift or approval from owner would be required for updating T&TEC's files.

Residential customers are also required to:

- Pay \$95.00, representing a refundable service deposit for each meter.
- Provide the Meter Number.
- Provide a Meter Reading and date of reading, as near as possible to the date of transfer.
- Submit two forms of Identification – Passport, Identification Card or Driver's Permit.
- Provide contact Name, Address and Telephone Number.
- Provide an Inspection Certificate of Approval (available from the Government Electrical Inspectorate Division, Ministry of Public Utilities), if the property is new or was without supply for more than three months.

Note: The above information has been gathered from <http://www.ttec.co.tt/>

WASA

Water supply is provided by WASA through its own water source.

WASA will charge flat rates on quarterly basis for the water supply till the meters are installed.

EQUIPMENT AND SYSTEMS

1. All common area systems, including plumbing are to be used only for the purposes which they are designed and intended.
2. No resident may in any way interfere with the operations of these systems, nor may use them for their personal purposes.

3. Only the Facilities Management staff under the direction of the Board of Directors may alter or adjust the settings of any common area system or equipment

GARBAGE CHUTES

There is a trash chute on each floor of the building. The building has a garbage/dumpster room on the ground floor directly below the chutes.

1. Use of garbage chutes before 8:00 a.m. and after 11:00 p.m. is prohibited. This is in consideration of Units located around the chute.
2. All garbage must be securely bagged in leak-proof plastic bags or containers before being transported from the Unit or before being deposited in the trash chute on each floor.
3. The Garbage chute shall not be used to dispose of large boxes, rugs, brooms, and other large or bulky items. These items must be deposited directly into the dumpsters located in garbage room on the ground floor.
4. Residents are prohibited from disposing of diapers, and similarly noxious smelling items except in bags or containers to contain such odors.
5. Residents are prohibited from disposing of burning, toxic, flammable, or other dangerous materials in the garbage room on each floor or down the garbage chute. Please remove any flammable items by taking such items to the dumpster. **Do not use the chute for flammable disposal.**
6. Residents shall not dispose of any appliances, large furniture, construction debris, and carpeting in the garbage room on each floor. Such items must be removed from the premises at Owner's expense.
7. No garbage is to be left in or around the small garbage chute room on each floor.

GRILLS

1. The use of outdoor charcoal or outdoor propane cooking grills, owned by Unit Owners and residents, is prohibited within or upon the Condominium Property including all balconies associated with their Unit. Use of open-flame grills inside Units is strictly prohibited.

PETS

We have decided to adopt a no pet policy at Falcon Heights.

Leasing And Resales

In order to maintain the security, both financial and physical, of the Association and its members, Falcon Heights Limited has implemented the following requirements regarding resale and leases of the residential units:

RESALE

1. Submission to the Association a completed Purchase Application Package, available from the Association Office at least 14 days **prior** to any scheduled closing date (all paperwork required by the application must be submitted at this time);
2. A check for \$100 (payable to Falcon Heights Limited) which covers the Administrative costs involved in the review of the application.
3. The Management office must be contacted to arrange an appointment for Orientation and Move-in date.
4. No "Consent to Sale" or rental approval will be issued until the required forms are completed and the necessary monthly maintenance fees are paid. After closing, the management office must be given a copy of the closing deed and the New Owner will be given an orientation to familiarize themselves with the Association and allow for the Association to receive contact information and other registrations.

LEASES

1. Submission to the Association a completed Application to Lease, available from the On-Site Management Office, at least 10 days **prior** to any scheduled lease commencement date (all paperwork required by the application must be submitted at this time);
2. A non-refundable Administrative fee of \$100.00 which covers the Administrative costs involved in the review of the application. The individuals involved in the lease of the unit must attend an orientation after a Lease Application is approved.

The Application Package contains requests for information regarding all prospective Unit Owners or lessees, including personal information (for all purchasers, lessees and occupants), references (personal and financial), residence history and employment history. *A Unit Owner shall be prohibited from leasing their Residential Unit for less than 30 days.* All Lessees must abide by the Association's Documents, including, but not limited to, the Association's Rules and Regulations.

Purchase Packages and Lease Applications are available from the Management Office during normal business hours.

FACILITIES AND AMENITIES



Falcon Heights provides beautiful views and Pool amenities for your enjoyment.

Swimming Pool

1. The swimming pool may be used by Residential Unit Owners, residents, their immediate families, and their house guests.
2. Use of the pool by general employees of Unit Owners or the Association is prohibited. (Exceptions may be granted by the Board of Directors).
3. The pool area, as well as other public areas, shall not be used for games which involve running; playing ball or other boisterous activity.
4. Shoes and cover-ups must be worn to and from the pool when passing through the building's common areas.
5. Lobby furniture shall not be used by persons attired in wet bathing suits or wet clothing. Persons wearing wet bathing suits are not allowed in the lobby.

Elevators

1. Absolutely NO SMOKING is permitted on any elevator in the building.
2. Damage to elevators by moving in or moving out or carrying any articles therein shall be in the responsibility of the applicable Owner.
3. At no time shall any person use the emergency call button for personal use.

Guests

1. Residents are responsible for their guest's adherence to the Rules and Regulations.
2. For Security purposes only, residents are to notify the Property Manager in writing, at least 24 hours in advance, of guests intending to use their apartment in the Resident's absence, including the length of stay, number of persons in party, and names of all persons.
3. It is the responsibility of the Owner to provide keys for guests.
4. Guests of Owners and/or Residents shall not be permitted to bring pets to the building.
5. Any damage of any sort caused to the Association property by guests shall be the sole responsibility of the Owner.
6. No guests shall be admitted to the property without prior written approval of the Owner.
7. The Condominium Association shall accept no responsibility for any accident or injury to any guest/s at ANY TIME.
8. All Owners are required to purchase Liability/Homeowners Insurance to cover injuries to their guests or damage to their personal property, including automobiles.
9. For Security purposes only, notice must be provided to the Management Office in writing 48 hours in advance of any gathering of guests in excess of ten (10) persons.

Balconies

1. Balconies may not be used as storage areas.
2. Objects may not be placed on balconies so as to create a risk or injury should they fall or be carried off by high winds.
3. No owner or resident shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, ceilings, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures, and equipment)
4. Glass table tops are forbidden.
5. Cans, cigarettes or butts, papers, debris, gum, etc. SHALL NOT be thrown or dropped from any balcony.
6. The watering of plants on balconies and the sweeping and/or mopping of balconies shall not be done in such a manner as to disturb persons residing in other units, or to dirty or damage their patio furniture or other personal items.
7. The hosing of balconies is forbidden.
8. Waterproof containers (liners) must be placed under all plants or flower pots on the balconies.
9. All loose and movable items must be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by high winds. This includes furniture and plants.
10. Artificial grass or carpeting of any type is not permitted to be installed on any balcony.
11. No temporary or permanent hanging light fixtures may be installed on any balconies.
12. No Speakers are allowed in the balconies at any time.

COURTESY TO NEIGHBORS

1. Residents and their guests shall not permit excessive noise that disturbs other residents to emanate from any Unit.
2. Residents and their guests shall not permit parties or social gatherings to take place in, or guests to congregate in, any part of the Common Areas.
3. Residents and their guests making use of balconies after 11:00 p.m. shall not permit excessive noise that disturbs other residents.
4. Maintenance or repair work by a contractor, Owner or resident that is likely to disturb other residents must follow the guidelines listed in this Rules and Regulations under the section titled "Contractor Rules and Regulations"

Quiet hours (generally from 9 p.m. to 9 a.m.) are presumed to refer to balconies and all common areas. Unit Owners, residents and their guests should exercise due consideration of the community and their neighbors in particular when engaging in loud activities.

Safety & Security



Safety & Security

Elevators

Falcon Heights has a total of two (2) elevators. One elevator with padding will be available (upon reservation with the on-site management office) for moves, deliveries, and contractors. Should an emergency arise, press the emergency call button, which is available in each elevator.

In the event of an elevator malfunction, please contact the on-site management office immediately. If any person is trapped in the elevator, please immediately call the 24-hour emergency number 868-632-5032.

Both elevators are equipped with an emergency call button.

RULES AND REGULATIONS

1. Signs and notices shall not be posted in the elevators or on the exterior elevator doors, except by the Board or management.
2. Use of the elevator for delivery of furniture, major appliances, construction materials and other items requires protection of elevator walls and must be scheduled in advance with management.
3. Elevators must not be overloaded. Following are the capacities of each elevator:

LOCATION	USE	CAPACITY (passengers)	CAPACITY (kg)
Lobby – Main Core	Residential	17	1275
Lobby – Main Core	Residential	17	1275

4. Smoking is prohibited in elevators and in all common areas.

Emergencies

Notify The **990** Emergency telephone number for the Police or Fire Rescue.

Dial **999** to call the police, **990** for the fire department or an ambulance in an emergency.

In emergencies that may affect common areas or other Units, call the on-site management office at 868 – 632-5032.

EMERGENCY LIGHTING

The building is equipped with an emergency lighting system throughout all common area hallways and stairwells. In the event of power failure, the emergency lights will activate and stay on for a minimum of ninety (90) minutes.

Fire Safety

For your own safety a fire extinguisher and smoke detectors is placed within each unit.

Fire Emergencies

In case of a fire emergency, it's always important to remain calm, remember the following procedures, and execute them as quickly as possible.

FIRE EXTINGUISHERS AND SMOKE DETECTORS

Fire extinguishers and Fire Hose Reels are located throughout the common area corridors. An extinguisher is for use in emergency situations only and only after the fire department has been notified. Please familiarize yourself with the locations of the fire extinguishers and Fire Hose Reels. If you notice missing, damaged or spent fire extinguishers, please notify the on-site management office immediately.

FIRE SAFETY EMERGENCY PROCEDURES

Residents should familiarize themselves with all stairways and exits of the building, as well as the location of fire extinguishers.

Your unit is equipped with a small all-purpose fire extinguisher. Please use caution when smoking or when using candles in your Unit.

If you hear the fire alarm sound, assume a real emergency exists. Calmly and quickly leave the building using the nearest stairwell and exit.

Please carefully read the *Fire Safety* section under Rules and Regulations, FALCON HEIGHTS HSE FIRE EMERGENCY RESPONSE PLAN & EVACUATION PROCEDURE for more information on the requirements and restrictions associated with Fire Safety.

IF A FIRE OCCURS IN YOUR UNIT

1. **IMMEDIATELY CALL 990** TO CONTACT THE FIRE DEPARTMENT. GIVE YOUR STREET ADDRESS, FLOOR NUMBER AND UNIT NUMBER.
2. Notify the on-site management office using the phone number listed above.
3. Without delay, leave your Unit. Close the door behind you to prevent the spread of fire and smoke, but **leave the door unlocked** so firefighters can enter.
4. Alert other occupants on your floor.
5. Use the closest stairway exit. Close the stairway door behind you.
6. **DO NOT USE THE ELEVATORS.**

IF THERE IS FIRE OR SMOKE NEAR YOUR UNIT

1. IMMEDIATELY CALL 990 TO CONTACT THE FIRE DEPARTMENT. **GIVE YOUR STREET ADDRESS, FLOOR NUMBER AND UNIT NUMBER.** ASSUME THAT NO ONE ELSE HAS CALLED. **NOTIFY THE MANAGEMENT OFFICE AT THE PHONE NUMBER LISTED ABOVE.**
2. Before trying to leave your Unit, place your hand on the door, palm out. If it feels warm within five (5) seconds, do not open it. A dangerous fire condition is outside your door. See step 6 below.
3. If the door is not warm, carefully open it a little and check for smoke in the corridor.
4. If the corridor is useable, leave your Unit and close the door behind you, leaving it unlocked. Alert other occupants on your floor and proceed to an exit stairway. Again, check the stairway for fire and heavy smoke as described above. If the stairway is useable, proceed to the first floor and exit the building. If the stairway is not useable, proceed to another stairway to exit the building.
5. **DO NOT USE THE ELEVATORS.**
6. If your door is warm, or if there is heavy smoke in the hallway or exit stairways, keep the door to your unit closed but unlocked. Seal cracks around it, and any other spaces smoke is entering, with wet towels or

- clothes. Tape may also be used. Call **990** and notify them of your location and situation.
7. If smoke enters your Unit, open a window. If windows cannot be opened, remain close to the floor and protect your face with a wet cloth or towel.

MEDICAL EMERGENCIES

Where life is in jeopardy or severe injury occurs, immediately call **990**. Be sure to also notify the Management Office of the incident.

Area Hospitals Include:

POS General Hospital	St. Clair Medical	West Shore Medical
623-2951	628-1451	628-0435

Rules & Regulations



Community Rules and Regulations

It is the purpose of Falcon Heights Limited (the "Association") to maintain a luxurious, but economically well-managed and congenial Condominium community.

To do so, it is believed that these Rules and Regulations will aid in that purpose. All restrictions and prohibitions herein shall apply equally to Unit Owners, the employees, family members, Guests and Tenants of the Unit Owners, and their family members and Guests (each, an "Authorized User").

The Association welcomes the assistance of all Authorized Users in the enforcement of these Rules and Regulations.

Violations should be reported, in writing, to the Board. Reported violations shall be called to the attention of the applicable Unit Owner and to any committee of other unit Owners that may be empowered by the Board from time to time to hear and rule on matters of this type.

All disagreements will be presented to the Board, for appropriate action in accordance with the Bylaws and these Rules and Regulations, particularly those procedures that are described in Section 15 below.

1. Access

- 1.1 In the interest of safety, only personnel authorized by the Developer or by the Association shall have the right to enter the machinery or mechanical rooms of Falcon Heights.
- 1.2 The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Unit at reasonable hours of the day or night on prior notice (or at any time in the case of an emergency or the absence of the Authorized User) for the purpose permitted under the terms of the Governing Documents.

2. Attire

The dictates of good taste and propriety in the manner of dress shall be observed in all Common Areas. At a minimum, shirts and shoes and swimsuit cover-ups shall be worn in the Common Areas. Persons wearing wet bathing suits are only allowed in the pool area and to go to and from the restroom located on the pool level.

3. Children

- 3.1 Persons under the age of seventeen, while using the Pool Facilities must be supervised by a responsible adult at all times.
- 3.2 Children shall not play, run, or act boisterously in the Common Elements of the Condominium, including but not limited to the corridors and stairways. Children shall not play in, and no one shall interfere with, the operation of the elevators at any time.
- 3.3 The use of bicycles, tricycles, skateboards, inline skates, scooters, or other similar toys or activities is strictly prohibited in the Common Elements of the Condominium, except in those areas and only during such times, if any, that the Association may establish for such purpose.
- 3.4 Children who are not accompanied or supervised by a responsible adult, may be required to leave the Common Elements of the Condominium until in compliance.
- 3.5 Servants and domestic help as an Authorized User may not gather or lounge in the Common Elements of the Condominium, other than governesses, nurses or babysitters who may accompany their charges in the Common Elements when providing those services.

4. Construction And Remodeling

Construction and remodeling are permitted during the following hours only:

Monday through Friday:	8:00am to 5:00pm
Saturday (Quiet work only):	9:00am to 5:00pm (elevator use for construction or remodeling purposes prohibited)
Sunday and Holidays:	Not permitted at any time

- 4.1 Other than the Association contractors must reserve with the Management office use of elevators to deliver materials to the Units and must comply with all rules and regulations. The Management office shall then take the necessary steps to ensure that any rules and regulations it may have in place from time to time concerning use of the Common Areas for these purposes are followed. It shall be the ultimate responsibility of the Unit Owner, however, to ensure that all proper steps have been taken prior to the time of commencement any part of construction work.

5. Hazardous Materials

- 5.1 In the interest of safety, no Authorized User shall use or permit to be brought into a Unit or other part of the Condominium Property any flammable, combustible or explosive chemicals, fluids, or substances

such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed to be particularly hazardous to life, limb or property.

- 5.2 The use of outdoor charcoal or outdoor cooking grills is prohibited within or upon the Condominium Property including Patios.

6. Mail Boxes and Mail Area

- 6.1 No Authorized User shall be allowed to put a mail receptacle, or his or her name or street address on any exterior part of his or her Unit.
- 6.2 Subject to provisions of paragraph 7.3 below, the bulletin board located in the lobby of the Building is designated by the Association as the official posting location for all Meeting Notices and other official announcements of the Association.

7. Meetings

With regard to all designated agenda items at open committee meetings, Board meetings and meetings of Members (each, a "Meeting"), the following shall apply:

- 7.1 The Right of Unit Owners to Speak at Meetings. Unit Owners shall have the right to speak at a Meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following shall apply:
 - 7.1.1 Unit Owners may speak at the start of the Meeting or during any discussion of a designated agenda item. The vote of the Board or of the Members, as applicable, will not be taken until all attending Unit Owners who requested an opportunity to speak have spoken.
 - 7.1.2 Unit Owners may speak for no longer than three (3) minutes per speaker, unless the Board votes at the Meeting to extend the time allotted for each speaker, or unless the Chair of the Meeting waives such time limit in his or her reasonable discretion.
 - 7.1.3 Unit Owners may speak only on matters specifically designated on the agenda.
 - 7.1.4 Unit Owners may speak only once at a Meeting, unless the Board votes at the Meeting or the Chair of the Meeting discretionarily rules to allow additional speaking opportunities.
- 7.2 The Right of Unit Owners to Tape Record or Videotape Meetings. Unit Owners shall have the right to tape record or videotape a Meeting, provided, the Association has received a written request at least forty-eight(48) hours in advance of the scheduled Meeting. The following shall apply:
 - 7.2.1 The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
 - 7.2.2 The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved

for the Unit Owners and a tripods may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

- 7.2.3 The Unit Owners videotaping or recording the Meeting shall not be permitted to move about the meeting room of facilitate the recording.

8 Move In; Move Outs

- 8.1 Persons moving or delivering furniture and other property into or out of Units must notify the Association in advance in order to reserve use of the elevator. The Association, once it has received notice of a reservation of the elevator, shall notify the Office. The Office shall then take the necessary steps to ensure that any rules and regulations it may have in place from time to time covering the use of the Common Areas are followed. It shall be the ultimate responsibility of the Authorized User, however, to ensure that all proper steps have been taken prior to the time of moving.
- 8.2 All moving and delivery activities must only take place between the daytime hours of 9:00am and 5:00pm.
- 8.3 The Association may require Authorized Users to deposit with the Association a reasonable sum as security to protect any damage that might occur to the Condominium Property as a result of such moving or delivery activities.
- 8.4 Authorized Users are responsible to the Association for the actions of the personnel moving or making deliveries to their Unit. The cost of repairing any damage caused to the Condominium Property by such personnel or their equipment or vehicles, after applying any security deposit, shall be charged the Unit Owner responsible as a part of his or her share of the Common Expense.

9 Noise/ Nuisance

- 9.1 No Authorized User shall make or permit any loud or disturbing noise that will disturb or annoy the occupants of any other Unit or do or permit anything to be done that will interfere with the rights, comforts, convenience or quiet enjoyment of other occupants. No vocal or instrumental practice is permitted between 9pm and 9am and all radios, televisions, stereos and similar equipment shall be played at reduced, minimum volumes between 9pm and 9am.
- 9.2 Unit Owners holding Social functions held in their unit shall seek the consent of the Association and Unit Owners on the same floor.
- 9.3 No nuisance of any type or kind shall be permitted on the Condominium Property.

10 Parking

Authorized Users shall obey the parking and traffic regulations imposed by the Association in the parking area and drive as such may be modified from time

to time, for the safety, comfort and convenience of the users of the Property. Unit Owners and Tenants shall register their vehicles with the Association.

11 Pets and Animals

- 11.1 No animal shall be raised, bred, or kept anywhere on the Condominium Property.

12 Recreational Area

- 12.1 The Recreational facility is defined as the Pool area.
- 12.2 No glass or similar breakable materials shall be allowed in or around the Common Elements of the Condominium, except in such place and in the manner approved by the Association for such purpose, if any.
- 12.3 No radios, CD players or tape players may be played in the Recreational Facility, except when used with earphones or similar devices to prevent other pool users from hearing sounds produced thereby.
- 12.4 No parties may be held in the Recreational Facility without the prior written approval of the Association. The Association may charge a fee (to be used for cleaning and administrative costs) and require a refundable security deposit in connection with the exclusive use of any part of these facilities for the purpose for giving a party.
- 12.5 Recreational Facility is to be used in such a manner as to respect the rights of others, and the Association may, from time to time as it reasonable determines necessary, regulate duration of use and set hours of operation, and may schedule and otherwise limit the use of the Recreational Facility.

13 Common Elements

- 13.1 All entrances, passages, patios, balconies, elevators, vestibules, stairways, and corridors must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors or in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. Unless otherwise prohibited or subject to limitations imposed by law, and if subject to limitations then subject to rule and regulations imposed by the Association from time to time, no radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/ or by agents of the Developer. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in corridors, on walkways or on staircase landings. No authorized User shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress. If an Authorized

- User fails to properly close or lock an entrance door to a Unit, the Association shall not be responsible or liable for such failure. Bicycles must be kept within the Unit or stored in designated areas, if any.
- 13.2 Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows or windowsills. No objects shall be hung from balconies or windowsills. No cloth, clothing, rugs, or mops shall be hung open or shaken from windows, doors, or balconies. Authorized Users absent from their Units at any time during the rainy season (from June 1 through November 30 of any year), shall remove all loose objects or movable objects from the balconies or shall otherwise provide that the person designated by the Unit Owner to care for the unit during rainy season shall do so in the event a storm threatens the area in which the Condominium is located. No one shall throw cigars, cigarettes or any other object from balconies, doors, or windows. No cooking shall be permitted on any balcony. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, or windows.
- 13.3 All garbage and refuse from the Condominium shall be deposited with care in the trash chutes and/ or containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association. All refuse, waste, bottles, cans and garbage etc, shall be securely wrapped in plastic bags and placed in the appropriate collection containers. There shall be no mandatory recycling unless otherwise required by law. Trash chutes may be used only between 8am and 11pm.
- 13.4 Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be charged to the Unit Owner responsible for sure damage as a part of his or her share of the Common Expenses.
- 13.5 The toilets, sinks and other plumbing fixtures in or serving the Units shall be used only for the purposes for which they were constructed, and no feminine hygiene products, diapers, acids, vapors, rags or other materials shall be discharged or permitted to be discharged into the water lines, vents or flues of the Condominium nor shall any sweepings, rubbish, rags, acids or other foreign substances be deposited therein. The cost of any damage resulting from misuse of same shall be charge to the Unit Owners responsible for such damage, even if caused by someone other than the Unit Owner, is such damage that Owner's Units, as part of his or her share of the Common Expenses.
- 13.6 The fire doors shall not be used for ingress and egress, expect in emergency situations.

14 Compliance With Rules and Regulations

- 14.1 Any Authorized User may report a violation of the Rules and Regulations to the Board and its agents. All reports of violations or other complaints are to be submitted in writing and will be considered confidential.
- 14.2 Each Unit Owner shall be held responsible for his or her actions and for the actions of his or her Authorized Users. All Authorized Users occupying Units must register with the Association before the time of their occupancy of the Unit, including their vehicles as provided elsewhere in these Rules and Regulation. A Unit Owner and the current Tenant for the Unit Owner are not permitted dual usage of the Condominium Property and Common Elements. Unless such rights are waived in writing by the Tenant of a Unit Owner or the Unit Owner has usage rights by virtue of owning another Unit in the Condominium, the Unit Owner of the Tenant is prohibited from using the Condominium Property and Common Elements during the term of the Tenant's Lease.
- 14.3 Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner of his or her Authorized Users shall be repaired or replaced at the expense of the Unit Owner responsible and charged as a part of his or her share of Common Expenses.
- 14.4 The Board may revoke any consent or approval given under these Rules and Regulations by the Association at any time.
- 14.5 The Board may impose up to \$1000 Fine for each violation of these Rules and Regulations or any violation of the Covenants or the Bylaws in accordance with the process established in the Bylaws. Each separate incident, which is grounds for a Fine, shall be the basis of one separate Fine. Fines shall be paid not later than thirty (30) days after notice. The Board shall allocate all monies received from Fines.
- 14.6 These Rules and Regulations may be amended, modified, and repealed at any time by the Association in accordance with the Bylaws. If there is a conflict between the Rules and Regulations and the Covenants and Bylaws, the bylaws shall prevail over these Rules and Regulations and the Declaration shall prevail over both.

15 Smoke; Odors

- 15.1 No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product ("Smoking Apparatus") in or on any of the Common Elements at any times.
- 15.2 No person may smoke any Smoking Apparatus or otherwise burn any Smoke Apparatus in any Unit of limited Common Element in a manner that causes the smoke or odor to be a nuisance or annoyance of any other Unit Owners or occupant of the Condominium.

16 Association Employees

The Board shall be solely responsible for directing and supervising employees of the Association. Authorized Users shall not direct or interfere with the employees in performing their assigned duties. Complaints regarding the operation and care of the Condominium Property shall be made in writing to the Association, addressed to the Chairman. Association employees are not permitted to do private work for Authorized Users while on duty. If both parties are agreeable, the Association employees may assist such persons privately when off duty, but such assistance shall not be deemed to be performed by or on behalf of the Association.

- 17 Satellite Dishes. Installation of satellite dishes is prohibited.
- 18 Waterbeds. Waterbeds are not permitted.
- 19 Curtains, blinds, shutters, levelers, or drapes (or linings thereof) which face the exterior window or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association.
- 20 Solicitation. There shall be no solicitation by any person anywhere within the Condominium or upon Association Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.
- 21 Firearms. No use of firearms shall be permitted anywhere within the Condominium
- 22 Cumulative with Rules and Regulations of Master Association. The foregoing rules and regulations shall be in addition to, cumulative with, and not in derogation of those set forth in the rules and regulations of the Master Association and in use and occupancy restrictions of the Master Covenants.

CONTRACTORS RULES AND REGULATIONS

1. **Contractors, Movers and Cleaning Services are not permitted to work on Sundays.** Work is permitted Monday thru Saturday between the hours of 9:00 a.m. to 5:00 p.m., public holidays excluded. Please notify your contractor of this rule in advance.
2. **Unit Access:** The Owner must notify the management office giving permission to allow Unit access. This rule applies to family members and friends. No entry is granted without written authorization.
3. **License and Insurance:** License and insurance (liability and workers comp) information must be provided to the management before the subcontractors will be given permission to commence work.
4. **Notification of Construction Crews to be on Site:** The contractor, sub-contractors or owner of the Unit must submit a specification plan and authorization forms to the Management Office at least fourteen (14) days in advance. This will allow staff to protect elevators, Common Areas and to review the plans to ensure compliance.
5. **Sub-contractors' parking:** Contractors must register at the receiving desk with the receiving clerk on a daily basis and receive a badge authorizing them to work in the building. Contractors are to use padded elevators only.
6. **Underlayment Specifications:** A copy of specifications stating that the sound proofing required before any installation of hard floor surface meets the Associations requirement of minimum Sound Transmission Classification (STC) of sixty (60) and a Field Impact Insulation Class (IIC) of fifty three (53). The material must be Acoustic. A sample of sound proofing material must also be provided to the management office.
7. **Wall/ Window Coverings:** Non-breathable wall-coverings or low-permeance paints except where required by law shall be installed. Any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings, appropriate blocking or spacers to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. In addition, curtains, blinds, shutters, levelers, or drapes

(or linings thereof) which face the exterior window or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association.

8. **Trash Removal:** Trash generated from sub-contractors must be disposed of by the contractor. There is a \$2500 one-time, refundable, mandatory fee for all contractors for possible floor, wall or elevator damage during construction and for trash removal not adequately disposed of by the contractor. Any and all boxes or crates must be broken down, crushed, and placed in dumpster for move ins as well.
9. **Responsibility for Damage to Building:** Grout or thinset may NOT be disposed of in the Unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the Common Areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the Unit in order to prevent any damage to tiles. All Common Areas will be inspected at the end of each day. The cost of any repairs to the Common Area or to the other Units will be assessed to the Unit Owner.
10. **Miscellaneous Responsibilities of Contractors in Units:** The thresholds to the front doors of the unit may not be changed. Any damage noted before commencing work must be reported to warranty. The Developer will not be responsible for repairing any damages after construction begins in the unit.
11. **Maintaining Appliance Warranties:** If any appliance (dishwasher, washer and dryer, refrigerator, etc) are removed during flooring installation, a licensed plumber must reconnect the equipment to prevent losing warranty on the appliances.
12. **Material Delivery:** Only materials that can be delivered to the Unit using the elevator or the stairs will be permitted. **NO MATERIALS MAY BE HOISTED OR LIFTED TO THE UNIT FROM THE BALCONIES OR EXTERIOR OF THE BUILDING.**

ANY CONTRACTOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WOULD NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.

Rules & Regulations For Real Estate Agents

1. Owners MUST register all Listing Agents with the Management Office.
2. The Owner is responsible to provide a unit key to the Listing Agent.
3. Listing Agents MUST accompany ALL clients unless the owner gives Falcon Heights Limited written authorization for the Listing Agent to give authorization to other Realtors.
4. No Lock-Box is permitted in Falcon Heights.
5. No Open Houses.
6. There are no designated hours for realtors, but all realtors and guests must sign in at the front desk upon arrival at the property.

Absolutely NO KEYS are to be held at or left at the Management office.

Defect Liability Warranty



One-Year Defect Liability

Homeowners are responsible for notifying Nicholas Development Limited in writing of any defects during the warranty period. Please refer to clauses ----- of your Agreement of Sale.

What is covered?

- a. Defects in materials and work including caulking, windows and doors so that the building envelope prevents water penetration
- b. Defects in material and workmanship in the Electrical, Plumbing and Distribution Systems
- c. Cosmetic surface damage caused during construction is readily noticeable during the Home Orientation Inspection and must be noted at the same time.

What is not covered?

- a. Defects in materials, design and workmanship supplied by the Customer or his/her contractors
- b. Secondary damage resulting from defects that are under warranty. The defects themselves are covered, but the personal or property damage they may cause is not.
- c. Normal wear & tear.
- d. Damage to parking garage caused by misuse or lack of cleanliness.
- e. Damage caused by improper maintenance or misuse.
- f. Painting wallpapering or refreshing of any drywall/plaster repairs.
- g. Plumbing blockage other than those caused by construction debris
- h. Damage of plumbing fixtures due to abrasive cleaners or careless use.
- i. Exact color match of any replacement material
- j. Deficiencies caused by homeowner neglect or improper maintenance.
- k. Items not reported in writing within the applicable defect liability period.

l. Damage from insects and/ or rodents

m. Damage due to the effects of vandals, acts of nature (e.g. high winds, etc.), civil commotion, riots, insurrection, or war.

n. Defects not notified on timely basis (thus leading to further damages)

Service Requests & Its Process Flow

Nicholas Development Limited will respond to in-unit warrantable requests during the warranty period. Written service requests can be submitted directly to the on site Facilities Management office.

Shortly after receiving and acknowledging your Defect Liability Service Request, Facilities Management personnel will meet you in your home, if necessary. During this meeting each of the items on your Service Request will be reviewed when the review is complete and the scope of work determined, work orders are issued to the appropriate contractor, there by authorizing them to perform your warranty service work.

<p>Standard Forms</p>	
------------------------------	---

Acknowledgment of Receipt of Access Cards,

Forms and Information

I, _____ owner of Unit # _____
 hereby acknowledge receipt (and completion, where applicable) of the following items:

KEYS AND PARKING: QUANTITY RECEIVED

1. ACCESS CONTROL DEVICES _____

Proximity Card Reader #'s _____

1. UNIT KEYS	_____	<input type="checkbox"/>
2. MAILBOX KEY	=====	<input type="checkbox"/>
3. CONFIDENTIAL RESIDENT INFORMATION FORM	_____	<input type="checkbox"/>
4. SERVICE RENT INFORMATION FORM	_____	<input type="checkbox"/>
5. CERTIFICATE OF VOTING MEMBER APPOINTMENT	_____	<input type="checkbox"/>
6. VEHICLE REGISTRATION FORM	=====	<input type="checkbox"/>
7. PARCEL RECEIPT AUTHORIZATION FORM	=====	<input type="checkbox"/>
8. MOVE IN/MOVE OUT DELIVERY PROCEDURES	_____	<input type="checkbox"/>
9. UNIT ACCESS AUTHORIZATION FORM	_____	<input type="checkbox"/>
10. HOME OWNER INSURANCE REQUIREMENT ACKNOWLEDGEMENT	=====	<input type="checkbox"/>
11. LEASING APPLICATION	_____	<input type="checkbox"/>
12. CONTRACTOR APPLICATION	=====	<input type="checkbox"/>

Warranty Package: _____

Welcome Gift: _____

Unit Owner: _____ Date: _____

Unit Owner: _____ Date: _____

CONFIDENTIAL RESIDENT INFORMATION SHEET

Date: _____

Unit Number: _____

Owner's Name:

Does a corporation own the unit? If yes, please state the name of the

Corporation: _____

Is this a Primary or Secondary Residence: (Circle One) PRIMARY SECONDARY

List all adult occupants:

Name

Relationship

Children Names and Ages:

Name

Age

Home Phone #: _____

Cellular Phone #: _____

Business Telephone: _____

Fax: _____

Email Address: _____

Will your unit be used for rental purposes? Yes____ No____

Emergency Contact Name: _____

(Please remember to add this person to your unit access authorization form)

Phone #: _____

Relationship: _____

For Association mailing purposes, please state **mailing address**:

Are you or anyone in your household in need of special medical attention or have restricted mobility, which would require additional assistance in the event of an emergency?

YES NO

If yes, please explain special needs (i.e. oxygen, wheelchair, blind, hearing impaired, etc.):

Monthly Maintenance PAYMENTS

Monthly Maintenance is due on the 1st of each month and checks are to be made payable to **Falcon Heights Limited**.

Payments received after the 10th of the month are considered past due. A late fee penalty of \$25.00 will be assessed on all past due accounts.

UNIT # _____

Your monthly maintenance fee is \$_____.

Please be advised, for your convenience, invoices will be mailed to you. **If you do not receive your invoice, please contact the management office. Non-receipt of invoices does not relieve the unit owner of timely payment responsibilities.**

Please forward the checks to the following address:

Falcon Heights Limited
On-Site Management Office
30 Brook Road
Goodwood Park

CERTIFICATE OF APPOINTMENT OF VOTING MEMBER

To the Secretary of **Falcon Heights Limited ("Association")**

THIS IS TO CERTIFY that the undersigned, constituting all of the record Owners of Unit No. _____ Have designated _____ as their representative to cast all

(Name of Voting Member)

votes and to express all approvals that such Owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Covenants, Articles of Incorporation and the By-Laws of the Association.

The following examples illustrate the proper use of this certificate:

- 1. Unit owned by John Doe and his brother, Jim Doe – Voting certificate required designating either John or Jim as the Voting Member **(NOT A THIRD PERSON)**.
- 2. Unit owned by Overseas, Ltd., a Company – Voting certificate must be filed designating person entitled to vote, signed by CEO of Company and attested by the Secretary of Company.
- 3. Unit owned by John Jones – No Voting Certificate required.
- 4. Unit owned by John Smith and his wife, Jane Smith – they may but are not required to execute a Voting Certificate.

PRINT THE ONE INDIVIDUAL WHO VOTES, AND NO ONE ELSE. THIS FORM IS NOT A PROXY; SO PLEASE BE SURE TO DESIGNATE ONE OF THE JOINT OWNERS OF THE UNIT AS THE VOTING MEMBER, NOT A THIRD PERSON.

This Certificate is made pursuant to the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED the ____ day of _____, 20__

SIGNATURES FOR INDIVIDUAL OWNERS

Print Name: _____

Print Name: _____

SIGNATURES FOR CORPORATE OWNERS

Name of Corporation: _____

By: _____

Attest: _____

Print Name: _____

Secretary

Title: _____

SIGNATURES FOR ENTITY OWNERS (Partnership, Trust or other entity)

Name of Entity: _____

By: _____

Print Name: _____

Title: _____

PLEASE NOTE THAT ANY UNIT OWNED JOINTLY BY TWO OR MORE INDIVIDUALS (OTHER THAN HUSBAND AND WIFE) OR ANY UNIT OWNED BY A CORPORATION OR OTHER LEGAL ENTITY MUST FILE A VOTING CERTIFICATE BEFORE ANY MEMBERS MEETING OR SUCH UNIT OWNER WILL NOT BE PERMITTED TO VOTE. IF YOU HAVE ALREADY FILED A VOTING CERTIFICATE AND DO NOT WISH TO CHANGE YOUR DESIGNEE, NO NEW CERTIFICATE NEED BE FILED.

VEHICLE REGISTRATION FORM

Unit Owner Name: _____

Unit #: _____

Vehicle 1

Make: _____ Model: _____

Year: _____ Color: _____

Registration # _____

Vehicle 2

Make: _____ Model: _____

Year: _____ Color: _____

Registration # _____

Vehicle 3

Make: _____ Model: _____

Year: _____ Color: _____

Registration # _____

PARCEL RECEIPT AUTHORIZATION

UNIT OWNER: _____

UNIT: _____

THE UNDERSIGNED, the owner(s) of Unit listed above (the "Unit") of FALCON HEIGHTS hereby authorizes the personnel employed by FALCON HEIGHTS LIMITED (the "Association") to accept, receive and sign for any parcels, deliveries, or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received.

Understanding that this Authorization is solely for the benefit of the undersigned, we hereby release the Association, its employees and agents, from any liability arising from this Authorization, including, without limitation, liability arising from the misplacement of parcels, and/or the negligence of the Association, its employees or agents in such regard.

EXECUTED THIS _____ day of _____, 200____

By: _____

(On behalf of all residents of above unit)

Print Name: _____

MOVE IN/MOVE OUT AND DELIVERY POLICY
ACKNOWLEDGEMENT

All move-ins, move-outs, and deliveries, must be scheduled with the Management Office. Please call the Management Office to schedule.

Notice for Move-ins and Move-outs must be given at least fourteen (14) day's prior in order to properly schedule a reservation for the designated elevator for service. Any other deliveries must be scheduled not less than 72 hours in advance. A \$2,500 refundable deposit is required before any delivery or move in occurs.

For procedures on access for contractors conducting renovations in your unit, please refer to the Builder/Designer Guidelines.

Receiving will be open Monday through Friday from 8:00 a.m. to 5:00 p.m. The Receiving Clerk will be available to monitor deliveries during the period of initial closings and unit improvements. Thereafter, all deliveries and workers will be scheduled through the On Site Management Office. Movers are not permitted to begin unloading after 4pm.

Deliver and Moving vehicles are temporarily permitted to park in the designated Receiving area for unloading only. They must not park on the entrance drive or obstruct the parking areas. Commercial vehicles are not permitted in the garage.

**ONLY THE DESIGNATED ELEVATOR MAY BE USED FOR MOVE-INS,
MOVE-OUTS, DELIVERIES AND SERVICE.**

Any assembly work must be performed inside the apartment or off the premises. The Parking areas, Lobby, Corridors and Balconies are not available as a work area for delivery persons.

Boxes can be disposed of by being broken down and brought to the 20 yard dumpster on the Ground floor (Parking Garage Level). No disposal of any packing materials is permitted on your floor or down the trash chute. The trash chutes may not be open immediately during initial phase where there are many contractors in the building. The disposal of construction debris, boxes and packing material is the responsibility of the owner or owner's contractor. Please call the Management Office if you need directions or assistance with the disposal of trash.

Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.

I have read, understand, and will abide by the Move In/ Move out and Delivery Policy.

Unit Owner: _____

(Print)

Unit Owner: _____

(Signature)

Unit: _____

Date: _____

UNIT ACCESS AUTHORIZATION GUESTS AND CONTRACTOR

I, _____, hereby authorize the following person(s) to enter Unit No.: _____, effective _____ (date).

This authorization is valid until: _____(date).

(PLEASE PRINT NAME AND/OR COMPANY CLEARLY)

NAME / COMPANY

DESCRIPTION

(friend/family/contractor)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS:

Owners or authorized tenants, may access the property at will using Proximity Card Readers at designated entry points. The residents must authorize all other visitors to the property. You may authorize entry at any time over the telephone while in residence. **If you wish to authorize access to your unit during an absence from the property, use this form to designate such authorization.** Once the management office has this authorization, access will be given to the above listed parties until further notice.

Residents must make all arrangements for unit accesses with their guests (i.e. provide keys, Proximity Card Readers, etc.)

Contractors or service personnel are not allowed to use Proxy Keys; residents are responsible to provide them **ONLY** with the **UNIT KEYS**.

The undersigned acknowledges and agrees to fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your management and security companies and their officers, directors and employees) for and from any and all misconduct or negligence of the person(s) named above, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorney fees and court costs regardless of whether suit is brought or any appeal is taken there from).

OWNER'S SIGNATURE _____

TELEPHONE #: _____

RESALE CHECKLIST

UNIT # _____

RECEIVED

Name of SELLER: _____

Name of BUYER: _____

Confidential Residential Information Sheet *(to be completed by the Buyer)*

Vehicle Registration _____

Move In/ Move Out and Delivery Policy Form _____

Unit Access Authorization _____

Parcel Receipt Authorization Form _____

Copy of Executed Purchase Agreement _____

Home Owner Insurance Requirement Acknowledgement _____

Closing Date: _____

NOTE: FOR COPIES OF THE QUESTIONS & ANSWERS SHEET, RULES AND REGULATIONS AND THE CURRENT BUDGET, PLEASE SEE THE ASSOCIATION'S CONDOMINIUM DOCUMENTS.

REALTOR'S CONTACT INFORMATION:

Orientation for the NEW OWNERS:

Date: _____ Time: _____

REALTOR'S AND SELLER'S RESPONSIBILITY: THE COMPLETION OF THIS PACKAGE IS YOUR RESPONSIBILITY. EVERY FORM IN THIS PACKAGE MUST BE COMPLETED. ALL INFORMATION REQUIRED BY THE ASSOCIATION MUST BE PROVIDED IN A TIMELY MANNER. PLEASE RETURN THE COMPLETED PACKAGE TO THE MANAGEMENT OFFICE AS SOON AS POSSIBLE.

LEASE CHECKLIST

UNIT # _____

RECEIVED

Name of OWNER: _____

Name of LEASEE: _____

Confidential Residential Information Sheet *(to be completed by the Tenant)* _____

Vehicle Registration _____

Move In/ Move Out and Delivery Policy Form _____

Unit Access Authorization _____

Parcel Receipt Authorization Form _____

Background Check Application _____

\$2500 Move-In Deposit (Refundable) _____

Copy of Lease Agreement *(Signed by Owner and Tenant)* _____

Term of Rental: From: _____ To: _____

REALTOR'S CONTACT INFORMATION:

Orientation for the TENANTS:

Date: _____ Time: _____

REALTOR'S AND LANDLORD'S RESPONSIBILITY: The completion of this package is your responsibility. Every form in this package must be completed. All information required by the Association must be provided in a timely manner. Please return the completed package to the Management Office as soon as possible.