OCCUPANCY AGREEMENT

CITATION GARDENS COOPERATIVE CORPORATION NO. 5

Buildings A & BS & BN • 1776 South Palo Verde Avenue • Tucson, Arizona 85713

| THIS AGREEMENT is entered into this | day of | ,, between |
|--|------------------------|-----------------------------|
| Citation Gardens Cooperative Corporation No. | 5 ("Coop"), an Arizona | non-profit corporation, and |

("Member").

This Agreement gives the Member the right to occupy Unit No. _____, located at _______, Tucson, Arizona 85713, provided that such Member complies with will all of the terms and conditions of the Agreement. This Agreement binds both the Coop and the Member.

ARTICLE I. CONDITIONS OF AGREEMENT

- **A. Membership**. According to the Coop By-Laws (Article III, Section 2), an authorized Member is any person who has been approved by the Board of Directors, has received a Membership Share, and has executed an Occupancy Agreement covering a specific Unit in the housing community.
 - 1. The Member holds one Membership Share in the Coop.
 - 2. Ownership of the Membership Share does not, in and of itself, guarantee that the Member will be entitled to occupy the Unit. Each Member must execute this Occupancy Agreement and comply with its terms.
 - 3. In return for the Member's continued fulfillment of the terms and conditions of this Agreement, and while this Agreement remains in effect, the Member has the right to exclusively use and enjoy the Unit. The Member is entitled to enjoy, in common with all other Members of the Coop, the use of all common property and facilities of Coop No. 5.
- **B. Term of Agreement**. This Agreement is for a period of one years unless terminated by the Coop as a result of the Member's noncompliance with this Agreement or upon the sale by the Member of the Membership Share in the Coop.
 - 1. This Agreement is automatically renewable for successive one-year periods under the same terms and conditions set forth in this Agreement, unless terminated by the Coop as provided for herein.
 - 2. Within 90 days from expiration of any term of this Agreement, the Coop may, as a condition of renewal, require that the Member execute a new Occupancy Agreement in the form and upon the terms set forth by the Coop.

C. Relationship between the Parties.

- 1. The parties are not subject to the provisions of the Arizona Residential Landlord Tenant Act, as provided for in A.R.S. Section 33-1308 (6).
- 2. The Member is a Member in the Corporation which owns all of the Property designated as Citation Gardens No. 5.

D. Default.

- 1. Member is in Default if:
 - a) The Member ceases to be the owner and legal holder of a Membership Share in the Coop;
 - b) The Member attempts to transfer or assign this Agreement in a manner inconsistent with the provisions of the Agreement of the By-Laws;
 - c) The Member makes a general assignment for the benefit of creditors;
 - d) Any Membership Share in the Coop owned by the Member is levied upon and sold under the process of any Court;
 - e) The Member fails to perform and/or pay for repairs and maintenance as provided for in this Agreement;
 - f) The Member fails to pay any sums which are due pursuant to the provisions of this Agreement, including, but not limited to, carrying charges, late fees, attorney fees incurred in collecting any sums which may be due or in enforcing any other provision of this Agreement, charges for repairs performed at the Member's expense, fines, and any other charges which are assess by the Coop;
 - g) The Member defaults in the performance of any of the obligations under this Agreement;
 - h) The Member fails to provide the Coop with access to the Unit for the purpose of performing necessary repairs and maintenance and scheduled inspections;
- 2. Termination of this Agreement and Remedies for Default.
 - a) If the Member is in Default and, after written notice from the Coop, fails to cure the default, the Coop will give the Member written notice that this Agreement will expire at a date not less than 60 days after the date of the notice. At the expiration of this time period, if the Member fails to cure the default in a manner satisfactory to the Coop, all of the Member's rights under this Agreement will terminate.
 - b) Upon termination, the Coop may enter the Unit and remove all persons and personal property, by an action or proceeding at law or in equity, and to repossess the Unit as if this Agreement had not been entered into between the parties.

- c) The Member waives any and all rights of redemption in the event of a restitution of the Unit to the Coop by judgment or order of any Court. The terms "re-enter" and "re-entry," as used in this Agreement are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Coop has the right to obtain an injunction and the right to invoke any remedy allowed by law or in equity.
- d) If a Member is in default and fails to cure that default within 60 days from the date of written notice from the Coop, the Coop is no longer obligated to perform any maintenance on the Unit, as set forth in Article III B. If this occurs, the Member is responsible for performing all maintenance and for making any repairs on the Unit and is not entitled to any set-off against any sums owed by the Member for the costs which that Member incurs. This section does not apply if the Member and the Coop have made satisfactory arrangements for curing the default.
- e) If the Coop terminates the Member's right to occupy the Unit as a result of a default, the Member's Membership Share may be sold by the Coop and the proceeds from the sale of the Membership Share will first be applied to any costs of sale, and then to any outstanding sums due to the Coop, including sums expended to repair the Unit as well as attorney fees, court costs and litigation expenses incurred by the Coop in terminating the Occupancy Agreement and obtaining possession of the Unit, with the balance of the proceeds being paid to the Member. The Coop will provide an accounting of the funds with the payment of the balance of the proceeds.
- f) If a Member is in default and has not made satisfactory arrangements with the Coop to cure the default, the Member is not entitled in any meeting of the Corporation and to cast any vote on any matter on which the Members are voting, either at a meeting, or by ballot, including the election of directors. No Member in default may serve on the Board of Directors ("Board") or any Committee of the Corporation.
- g) The failure of the Coop to avail itself of any of the remedies set forth in this Agreement is not a waiver or a relinquishment of any right which the Coop may avail itself for similar or other breaches on the part of any other Member.
- **E. Voluntary Termination of Agreement by Member**. The Member may voluntarily terminate this Agreement by transferring the Membership Share as follows:
 - 1. The Member must provide the Coop with written notice of the intent to transfer the Membership Share. Transfer forms are available from the Coop, through its Manager. The Coop has the option, but is not obligated, to purchase the Member's Membership Share in the Coop. The amount of the purchase price will be equal to the amount offered by a bona fide purchaser or the fair market value of the Membership Share as determined by the Board in its sole discretion. Any amounts which are due from the Member to the Coop will be deducted from the purchase price paid by the Coop. The Board is entitled to determine, in its sole discretion, whether the offer to purchase is from a bona fide purchaser. If the Board determines that the offer is not from a bona fide purchaser then it has the right to reject that purchase price and to pay the Member the fair market value of the Membership Share. Purchase by the Coop of the Member's Membership Share immediately terminates this Agreement and the Member's right to occupy the Unit.

- 2. In the event the Coop elects not to purchase the Member's Membership Share, the following procedure must be followed:
 - a) The Member is required to arrange for the prospective purchaser to be interviewed by the Board, or any designated committee of the Board.
 - b) The Board, or its designated committee, will approve the prospective purchaser as a Member of the Coop, after it is determined that the credit history and background check of the prospective purchaser is satisfactory. A background check is only required for any other occupant who will be on the occupancy agreement.
 - c) The Coop will inspect the Unit to determine whether any necessary repairs and maintenance is required to be made by either the Coop or the Member.
 - d) Prior to the transfer of the Membership Share, all carrying charges, fees, assessments, amounts due for repairs or maintenance, or any other amounts which are due, must be paid, in full, by the Member or, in the alternative, may be paid from the proceeds of the sale of the Membership Share, which will be paid to the Coop by the prospective purchaser.
- 3. To finalize the transfer of a Membership Share, the President and Secretary of the Coop will sign the Membership Share being issued to the new Member and affix the corporate seal on such share. The Share will then be delivered to the new Member.
- 4. Neither this Agreement nor the Member's right of occupancy is transferable or assignable.
- 5. The Member certifies that neither the Member nor anyone authorized to act for the Member will refuse to sell the Membership to a bona fide offeree, or refuse to negotiate for the sale of, or otherwise make unavailable or deny the Membership to any person because of race, color, religion, national origin, familial status, or because that person is handicapped. Any restrictive covenant on Cooperative property relating to race, color, religion, national origin, familial or handicapped status is recognized as being illegal and void and is specifically disclaimed. Civil action for preventive relief may be brought by the Attorney General in any appropriate U.S. District Court against any person responsible for a violation of this certification.

ARTICLE II. CONDITIONS OF OCCUPANCY

A. Monthly Carrying Charges.

- 1. By signing this Occupancy Agreement, the Member agrees to pay the Coop monthly "Carrying Charges," which are equal to one-twelfth of the Member's proportionate share of the amount required by the Coop, estimated by the Board to meet its annual expenses, including but not limited to the following items:
 - a) The cost of all operating expenses of the Property and services furnished.

- b) The cost of necessary management, legal and accounting services and administration.
- c) The amount of all taxes and assessments levied against the Property.
- d) The cost of fire and extended coverage insurance on the Property and such other insurance as the Coop may be required to carry, or which may be required by any mortgagor of the Property.
- e) The cost of furnishing water, electricity, heat, gas, evaporative cooling, garbage and trash collection, and utilities, if furnished by the Coop.
- f) All reserves set up by the Board pertaining to the Property.
- g) The estimated cost of repairs, maintenance and replacements of the Property to be made by the Coop.
- h) The amount of principal, interest, mortgage insurance premiums, if any, and other required payments on the insured mortgage.
- i) Any other expenses of the Coop approved by the Board, including operating deficiencies, if any, for previous fiscal years.
- 2. If circumstances require, the Board may adjust the amount of the Carrying Charges during the fiscal year so that it can meet its operating expenses. No Member will be charged with more than the Member's proportionate share of these operating expenses.
- 3. At the time of execution of this Agreement, the Monthly Carrying Charges for the Unit occupied by the Member are _____ per month.
- 4. The Member will, upon execution of this Occupancy Agreement, pay the Coop the prorated amount of the Carrying Charges for the remainder of the month. Thereafter, the Member will pay the Carrying Charges in advance, on the first day of each month.
- 5. A late charge, as determined from time to time by the Board, will be assessed against the Member if the Carrying Charges are received by the Coop after the fifteenth day of each month; the Board may assess an additional late charge if the payment is not received by the end of the month in which it is due. If there is any past due balance on the Member's account on the first of the month, including Carrying Charges, late charges or any other sums charged against the Member as provided in this Agreement, additional late charges will be added until the account has been paid in full.
- 6. All costs of collecting delinquent Carrying Charges, including attorney fees, litigation expenses and court costs, are the financial responsibility of the Member. Nonpayment of these collection costs constitutes a default and subjects the Member to termination of this Occupancy Agreement.

B. Premises To Be Used for Residential Purposes Only.

- 1. The Member will occupy the Unit covered by this Agreement as a private residence for himself and his immediate family and for no other purpose. Immediate family includes spouse, domestic partners, children, parents, and siblings. Legally appointed guardians and conservators or a caretaker may also occupy the Unit with prior approval from the Board.
- 2. The Member may enjoy the use, in common with other Members of the Coop, of all common property and facilities of the entire Cooperative community so long as the Member continues to own a Membership share in the Coop, occupies the Unit, and abides by the terms of this Agreement.

C. Occupancy Restrictions.

- 1. Occupancy of a Unit is restricted to persons who are listed as Members on the Membership Certificate and have signed this Occupancy Agreement or who are part of a Member's immediate family and, if of legal age, have signed this Occupancy Agreement. Under no circumstances may a person occupy a Unit unless a Member, as defined in Coop By-Laws (Article III, Section 2), also occupies the Unit.
- 2. The Member cannot, under any circumstances, lease, sublet, or rent the Unit.
- 3. Non-Member guests will be permitted to reside with the Member in the Unit for a period not to exceed 30 consecutive days or a total of 60 days in one calendar year unless prior written approval has been granted by the Board. The Member Shareholder must physically occupy the unit during the guests stay.

D. Rights of the Co-op to Enter a Unit.

- 1. The representative of any mortgagor, the officers and employees of the Coop, and with the approval of the Coop, the employees of any contractor, utility company, municipal agency or others have the right to enter the Member's Unit and inspect and repair it at any reasonable hour of the day and at any time in the event of emergency, or any condition which may cause a serious risk to the health of the Member or other Members of the Coop.
- 2. Except in the case of an emergency, the Coop will give the Member at least 48 hours' notice of the date and time of the inspection. An "emergency" is defined as any threat to any person's life or property.
- 3. A Member must provide the Coop with a working set of keys to the Unit or provide a contact who can provide timely access to the Unit. If a Member fails or refuses to provide a set of keys and/or a contact person who can provide access to the Unit, that Member will, as a condition prior to occupancy of the Unit, execute a Hold Harmless and Indemnification Agreement in which they assume all financial liability for any damage to the Unit and any adjacent/adjoining Unit caused by water, fire, etc.
- 4. If the Member refuses to provide access to the Coop or to any of its officers, agents or employees for the purpose of inspecting, maintaining or repairing that Unit, that conduct relieves the Coop from any further responsibility for providing such maintenance and repairs

and Member fully and completely releases the Coop from such responsibility. Furthermore, if in the opinion of the Board of Directors a condition may jeopardize the repair or safety of an adjoining unit, the Board of Directors may put the Member Shareholder in default.

E. Alterations and Additions.

- 1. The Member cannot, without the written consent of the Coop, make any structural alterations to the Unit or in the water, gas, electrical conduits, plumbing or other fixtures, or remove any additions, improvements, or fixtures from the Unit. This specifically includes permanent modifications to the doors and windows, interior walls, or changes in the patio/portico areas. Interior painting, decorating and routine maintenance do not require the approval of the Coop.
- 2. When the Member ceases to be a Member of the Coop, the Member must surrender possession of the Unit and, if requested by the Coop, must remove all unapproved alterations, additions, fixtures, and improvements which the Member made to the Unit.
- 3. In the event the Coop approves the alteration or modification to any Unit, the Member will be responsible for all maintenance, repairs and replacements of such alteration or modification, even if it was a previous Member that did that work with the consent of the Coop.
- 4. In the event any alteration to the Unit is made by the Member without the approval of the Coop, the Coop may require the prompt removal of such alteration. The Member's failure to remove the unauthorized alteration, as requested by the Coop, is a default of this Occupancy Agreement.
- 5. No Member will make any alterations, additions, or modifications to the areas used in common by the Members, including landscaping and planting, without approval of the Board. If the Member does so, the Coop, without any notice to the Member, has the right to remove the alteration, addition or modification and to charge the Member for the costs of doing so. Once removed, the Coop is not required to return the item(s) to the Member, but may dispose of them in any manner deemed appropriate in the sole discretion of the Board.

F. Obligations of Member.

- 1. The Member agrees to:
 - a) Preserve and promote the Cooperative ownership principles on which the Coop was founded;
 - b) Abide by the Articles of Incorporation, By-Laws, Policies and Procedures of the Coop and any Amendments to these documents, including amendments to the provisions of the Members' Handbook. This includes, but is not limited to, pet restrictions, parking restrictions, and pool restrictions;
 - c) Take whatever actions are necessary, by the Member's acts of cooperation with the other Members, to ensure a high standard in home and community conditions;

- d) Keep the laundry facilities, garbage facilities, and all other property used in common with the other Members, in a clean and sanitary condition and to use such facilities in a reasonable and prudent manner;
- e) Not to climb onto or walk on the roofs of the buildings and to discourage others from doing so.
- 2. The Member will not permit anything to be done to or kept in the Unit which will increase the rate of insurance on the building. If the rate of insurance on the building increases as a result of the Member's actions, the Member is personally liable for the additional insurance premiums, and the amount will be added to the Member's account and payable on the first of the month following the date the charges are incurred by the Coop.
- 3. The Member will not obstruct or interfere with the rights of other occupants, or annoy the other residents by causing any unreasonable noises or engage in any conduct which interferes with the other Members' use and enjoyment of their Units.
- 4. The Member will not commit or permit any nuisance to exist in the Unit and will not commit or permit any illegal act.
- 5. The Member will comply with all of the requirements of the Arizona Department of Health and any other governmental authorities.
- 6. The Member acknowledges that the Coop has the right to grant an exclusive license to any vendor to provide laundry services, cable television, internet access, and any other services which the Board deems in the best interest of the Members of the Coop and such Member agrees not to interfere with such licenses.
- 7. The Member will not interfere with the activities of any agent, contractor, or employee in the performance of his duties and services being provided to the Coop property, including the maintenance of the landscaping, maintenance of the buildings, grounds and parking areas. Should the Member interfere with the Coop's contractual relationships, resulting in the Coop incurring additional charges, or the contractor terminating its contract with the Coop, the Member will be responsible for all costs and charges incurred.
- 8. The Coop will provide notice of its policies and procedures to the Member by either personally delivering a copy of the rules to the Member or providing a copy in any other manner which constitutes adequate notice.

G. Effect of Damage to the Member's Unit.

1. In the event of any loss or damage to the Unit by fire or other casualty, which is not caused by the fault or negligence of the Member, the Coop will determine whether to restore the damaged Unit or, if it decides in its sole discretion that the Unit will not be restored, the Board will determine an amount to be paid to the Member to redeem the Membership Share held by the Member and to reimburse the Member for any loss which the Member has sustained. The decision regarding the amount to be paid to the Member in the event the Unit is not restored will be determined based on the amount of funds received from the insurance company.

- 2. If the Coop decides to restore the Unit, the Member will not be responsible for the payment of the Carrying Charges until the Unit is restored.
- 3. If the Coop decides not to restore the Unit, the Carrying Charges will cease from the date of the loss or damage.

ARTICLE III. RESPONSIBILITIES OF THE CORPORATION

A. Management, Taxes and Insurance.

- 1. <u>Management</u>. The Coop will provide necessary management, operation and administration of the Property; pay or provide for the payment of all taxes or assessments levied against the Property; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on the Property, and such other insurance as the Coop may deem advisable for the Property. The Coop will not, however, provide insurance on the Member's interest in the Unit or on the Member's personal property.
- 2. <u>Utilities</u>. The Coop will provide water and sewer to the individual Units, and garbage service for the Members' benefit. It will also provide gas and electricity to the areas used in common by all of the Members. The Member will directly pay the supplier for all other utilities furnished to the Unit. The Member has no right to have any utility meters removed from the property. All Members must inform the Board of any utility turn offs lasting more than thirty (30) days.

B. Repairs.

- 1. The Coop will provide and pay for all necessary repairs, maintenance, and replacements to the Unit, except for those repairs which are required to be made by the Member, as more fully set forth in the Members' Handbook and incorporated by reference in this Occupancy Agreement.
- 2. As more fully set forth in Article II. D., the officers, employees, and agents of the Coop have the right to enter the Unit, with reasonable notice to the Member, to make any necessary repairs, maintenance, and replacements.
- **C. Right of Coop to Make Repairs at Member's Expense.** If the Member fails to make any necessary repairs, maintenance or replacements specified in Article IV. A., in a manner satisfactory to the Coop, the Coop may do so and add the cost to the Member's net month's Carrying Charges. Such amounts will be required to be paid to avoid the imposition of late charges.

D. Notices.

1. Whenever required, the Coop will give notice to the Member by either depositing the notice in the United States mail addressed to the Member at the address shown in the books of the

Coop, or delivered to the Member at the Member's Unit or to the Member's last known address. The postmark on the notice deposited in the mail is the date that notice will be deemed given under this Occupancy Agreement.

2. Any notice or demand by the Member to the Coop will be deemed to have been given if mailed or delivered to an office of the Coop.

ARTICLE IV. RESPONSIBILITY OF A MEMBER

A. Repairs and Maintenance. The Member is responsible for paying the following:

- 1. Any repairs or maintenance to the Unit or any other portion of the buildings, grounds or parking areas which is necessary because of the Member's own negligence or misuse;
- 2. Any redecoration of the Member's own Unit;
- 3. The maintenance of the patio/portico/balcony areas which will be kept in a neat and attractive condition;
- 4. All gas, electrical and telephone/cable/internet service at the Unit;
- 5. Any other items in the Unit which the Board determines, from time to time, as being the Member's responsibility, as more fully set forth in the Members' Handbook, and incorporated by reference in this Occupancy Agreement. The Members' Handbook will be furnished to the Member upon execution of this Agreement.
- **B.** Late Charges. The Member agrees that, in addition to any other sums which become due under this Agreement, the Member will pay late charges to the Coop in such amounts as are determined from time to time by the Board for each payment of the Carrying Charges which are not timely paid, or on any part of the Carrying Charges which remain unpaid. If late charges are assessed against a Member because of the untimely payment of Carrying Charges, and the Member pays the Carrying Charges without paying the late charges, or if other costs incurred by the Coop are assessed against the Member and are not paid within 15 days from the date of notice that such sums are due, then all subsequent payments will first be applied to any outstanding late charges, then to the reimbursement of expenses incurred by the Coop, including attorney fees, then to the unpaid principal balance of the Carrying Charges and late charges will continue to accrue until the account, including any late charges, is paid in full.
- **C. Attorney Fees.** If a Member defaults in paying Carrying Charges, or any other sums due to the Coop, or in the performance or observance of any provision of this Agreement, and the Coop has obtained the services of any attorney concerning such defaults, the Member agrees to pay to the Coop any costs and/or attorney fees incurred by the Coop, even if a lawsuit was not filed. If a suit is filed, the Member will also pay all court costs and litigation expenses, in addition to any other costs and attorney's fees incurred.
- **D. Co-op Property.** Upon request of the Board, the Member will promptly return any property belonging to the Coop, including keys, documents, and equipment.

ARTICLE V. MISCELLANEOUS PROVISIONS

- **A. Representations.** No representations or statements other than those contained in this Agreement, the Articles of Incorporation, the Policies and Procedures, and the By-Laws of the Coop are binding on the Coop.
- **B. Prevailing Law.** This Agreement was executed in Pima County, Arizona, and will be enforced according to the laws of the State of Arizona.

The parties, by their signature below, indicate their acceptance of the terms of this Agreement as of the date written above.

Citation Gardens Cooperative Corporation No. 5 An Arizona Corporation

Officer:_____

Cooperative Manager:_____

Member/Shareholder

Occupant(s)

ADDENDUM TO OCCUPANCY AGREEMENT CITATION GARDENS CO-OPERATIVE CORPORATION NO. 5 ARTICLE III A: MANAGEMENT, TAXES and INSURANCE Effective July, 2004

A. Insurance Requirements.

- 1. The Corporation has the authority to maintain fire casualty and extended liability insurance and such other hazards as it deems necessary on the Property including the common areas, buildings and structures as improved, whether such Improvements were made by the Member of the Unit and/or the Corporation. The insurance will be on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs); and such other insurance as the Corporation may determine is in the Corporation's best interests, including Director's and Officers' liability insurance.
- 2. All such insurance coverage obtained by the Corporation will be written in the name of the Corporation. No Member may individually submit a claim on the insurance maintained by the Corporation. All claims must first be made to the Corporation, which will evaluate the claim and if in the sole discretion of the Corporation the claim is one for which there exists insurance, the Corporation will submit the claim.

B. Insurance Exclusions.

In compliance with Article III A. Management, Taxes and Insurance, of this Occupancy Agreement, the Corporation will not provide insurance on the Member's interest in the Unit as described below or on the Member's personal property.

C. Description of the Unit and Patio or Balcony Exclusive Easement Description.

Each Unit includes the space enclosed by the interior unfinished surfaces of the ceiling, floor, walls, and windows or any extensions thereof, including adjacent patio and balcony areas, together with any plumbing fixtures, air conditioning equipment and ducts or duct work, and electrical equipment which exclusively serves such Unit; provided, however, that no portion of the roof, bearing walls or other structural components of the Building in which each Unit is located, and no pipes, wires, conduits, flues, shafts, or public utility, water or sewer lines situated within such Unit and forming part of any system serving one or more other Units or the Common Areas will be deemed to be part of a Unit.

Appurtenant to each Unit is an exclusive easement over and across the portion of the Common Areas consisting of a patio or balcony immediately adjacent to the Unit for the use, occupancy, and enjoyment of such patio or balcony by each Member and the agents, servants, family Members, and the invitees of the Member of the Unit immediately adjacent to such patio or balcony. Each patio and balcony must be maintained in a clean, neat, and orderly condition by the Member of the Unit benefited by the easement over such patio or balcony. The use of the easement is subject to such limitations, restrictions, rules and regulations as may from time to time be promulgated by the Board, and will be subject to and governed by the provision of the Occupancy Agreement, the Articles, By-Laws, and Policies and Procedures.

D. Unit Interior and Patio or Balcony Property Not Covered by Corporation Insurance (Property that the Corporation Will Not Insure or Be Obligated to Repair, Restore, or Replace):

- 1. Floor coverings of any kind within a Unit above the upper surface of the subflooring, such as carpeting, tile, vinyl goods or hardwood;
- 2. Wall coverings of any kind within a Unit, such as paint, texture, wallpaper, paneling or permanently mounted mirrors;
- 3. Appliances within a Unit, such as those used for refrigerating, ventilating, air conditioning, cooking, dishwashing, laundering, security or housekeeping;
- 4. Air conditioning and/or heating equipment which serves the Unit and which is located on the Building roof of the Unit or in the common areas;
- 5. Permanently installed plumbing fixtures such as bathtub, shower stall, toilet, sinks, water heater, water softener, and water filtering;
- 6. Permanently installed electrical fixtures;
- 7. Improvements and alterations and other inside materials such as cabinetry and plumbing or heating systems located within the Unit;
- 8. Permanently installed improvements and alterations such as entry storm doors or security doors, wrought iron window and arcadia door guards, awnings attached to the exterior wall of the Unit, and storage buildings and other appurtenant structures located within the patio or balcony immediately adjacent to the Unit; and,
- 9. Personal property of the Member.

E. MEMBER INSURANCE REQUIREMENTS.

The Member shall, at his/her own expense, carry any and all other insurance as he/she deems advisable to maintain fire and extended coverage insurance on the Members' interest in the Dwelling Unit and any individually owned personal or real property within a Dwelling Unit, attached to the exterior wall or building roof of a Dwelling Unit or located within the patio or balcony immediately adjacent to the Dwelling Unit. It shall be the individual responsibility of each member at his/her own expense to provide as he/she sees fit, liability insurance, theft and other insurance covering personal or other property damage and loss.

| Shareholder/Member | Unit # | Date |
|--------------------|--------|------|
| Shareholder/Member | Unit # | Date |