# Veer Towers Resident Policy & Procedural Guide

### **Contact Information**

Veer Towers:

East Tower West Tower

3722 Las Vegas Boulevard South 3726 Las Vegas Boulevard South

Unit # \_\_\_\_\_ Unit # \_\_\_\_

Las Vegas, NV 89158 Las Vegas, NV 89158

Add your unit number for your new mailing address.

Community Association & General Manager: Jamie Harper (702) 590-0990

Jharper@associans.com

Executive Assistant to General Manager: Anne Marie Mello (702) 590-0990

Annemarie.mello@associa.us

Management Office: 3722 Las Vegas Blvd. South

Las Vegas, NV 89158

Concierge: East Concierge (702) 590-0950/51

West Concierge (702) 590-0970/71

Email: veer.concierge@associa.us

Management Company: Associa Nevada South

www.associans.com

Las Vegas Corporate Office

7670 West Lake Mead Blvd Suite 100

Las Vegas, NV 89128

Tiffany Dessaints, SCM, CMCA, AMS, PCAM, President

Tdessaints@associans.com

(702) 795-3344

#### **Utilities:**

Although electric service is provided to the building by Nevada Power Company, Owners DO NOT need to transfer service. Each Unit is separately metered for electric power and Owners will receive a power bill from another source ~ NOT Nevada Power Company. Owners may be responsible to pay a deposit equal to at least two (2) months estimated electric usage for their unit type to ensure payment of all sub-metered electric charges billed by the Association; said deposit will be refunded to the Owner upon transfer of sale to a new Owner.

Each Owner/Resident must provide the Management Office with their contact information in case of emergency.

The developer has pre-wired your Unit with all your cabling solutions, telephone, high speed internet and television. These services are available to each unit at the Owner's expense.

Please contact the vendors directly to arrange for services.

<u>Providers</u> <u>Type of Service</u>

CenturyLinkInternetPreferred Properties TeamTelephone

(702) 837- 5535 IP-based Home Security

www.centurylink.com

Cox CommunicationsTelevisionSignature Communities Customer CareInternet844.438.9190Telephone

www.associadirectconnect.com/cox

<u>Direct TV</u> Satellite Television

(702) 438-4388

LV.NET Internet Only

(702) 900-0000

Access for each vendor will be different. Some will require only access to your floor; others may require access to individual units. Please verify with the vendor and schedule appropriately with the Front Desk.

Note: No items may be permanently affixed to the outside walls and no exterior wall penetrations are permitted when running cables.

### Introduction

Welcome to Veer Towers.

Veer Towers is a luxury Condominium that is part of the largest LEED certified building complex in the United States, CityCenter.

Veer Towers consists of 670 residential condominiums situated in two towers, each consists of 37 stories. The towers will be known as the 'East Tower' and the 'West Tower'. The condominiums are located adjacent to The Crystals retail district. The retail district is not a part of the condominium. The Association has on display at Veer Towers are two large-scale commissioned works by Richard Long. The works are part of the CityCenter art program and are on loan to the Association. The artwork pieces are meant to contribute to the overall urban context of the project.

Entitled *Circle of Chance* and *Earth*, Long's two mud wall drawings measure 80 feet high x 50 feet wide each and are displayed on Veer's west and east tower walls, respectively. An English sculptor, photographer and painter, Long is one of the best-known British land and conceptual artists. His art showcases his appreciation for nature and brings the outside in.

Because high-rise and attached living is a unique experience that relies on the mutual cooperation of all to be successful, the Veer Towers Unit Owners Association (the "Association") created this Community Handbook so that a high standard of living and maximum comfort is achieved for all residents. Inside you'll find practical rules, regulations, and guidelines that are intended to help foster a harmonious, enjoyable, and safe environment for all residents.

This Community Handbook details basic guidelines that are intended to keep Veer Towers in excellent condition and promote mutual respect and consideration among neighbors. There are also basic move-in and move-out procedures to help you through those transitions and to keep inconveniences to neighbors at a minimum.

Finally, because we care about the wellbeing of the residents of Veer Towers, you'll find a life safety plan and preparedness tips.

Please bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Veer Towers (the "Declaration"). The Board of Directors has adopted and has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. The Declaration, the Bylaws of Veer Towers Unit Owners Association and any rules, regulations and other documents containing rules or use restrictions for Veer Towers are collectively referred to as the ("Association Governing Documents"). All terms used in this Handbook and not otherwise defined shall have the meanings given to such terms in the Declaration.

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### 1.0 Architectural Modification Guidelines

No Owner or other person authorized by an Owner shall make any addition, alteration, or improvement, including but not limited to, painting, decorating of any nature, installation of floor coverings, planters, electrical wiring, machinery, pools, whirlpools, saunas, steam rooms or showers, air conditioning units, or changing in any manner the appearance of any portion of the building, in or to the Common Elements, the Owner's Unit or any Limited Common Element without the prior written consent of the Board/Architectural Committee and in some instances the Resort Owner. An Owner may make non-structural, interior design alterations to the interior of his Unit such as painting, wallpapering or re-carpeting without having to obtain the prior written consent of the Board or a committee formed by the Board for such purpose (the "Board/Architectural Review Committee") unless otherwise prohibited by the Association Governing Documents. Additionally, a homeowner may install the Board pre-approved doorbell per the installation guidelines without having to obtain the prior written consent.

Any addition, alteration, or improvement proposed by a Owner should adhere to the Architectural Guidelines which are included as part of this Handbook as well as the Declaration. Once the plans are completed for any such addition, alteration or improvement, the plans must be submitted to the Management Office for submission to the Board of Directors/Architectural Committee for approval along with the appropriate review request form available from the Management Office.

The Board/Architectural Committee shall answer, in writing, any written request by an Owner for approval of such an addition, alteration or improvement within forty-five (45) days after such written request is received and any and all additional information requested is received.

The Owner shall be responsible for all costs incurred by the Board/Architectural Committee in connection with its review of the Owner's proposed changes to such Owner's Unit, including, without limitation, all costs of architects, engineers and other professional which may be retained by the architectural committee to assist in their review. Any such costs not timely paid by the Owner shall be deemed a Special Assessment.

Once approval has been given by the Board/Architectural Committee, the Owner shall be responsible for any damage caused by Owner's contractors to Common Elements or adjacent Units by the improvement. Any damage must be reported immediately to the Management Office along with a schedule of repairs. If the damage is not repaired in a timely manner, the Association may make the repairs and charge the Owner. The Owner will be held liable for the actions of his/her contractors and/or workmen.

Neither the Board/Architectural Committee, management company, architectural committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.

### Specific Restrictions

The following are specific restrictions concerning proposed additions, alterations or improvements for certain of the building components:

<u>Interior Columns</u>: The interior columns of your unit are structural and have a special carbon wrap applied that provides additional reinforcement and fire protection. Because of this applied wrap, no interior columns may be pierced with by any type of nail, screw, drill bit, or other similar item.

<u>Walls</u>: No demising walls between Units or a unit and the Common Elements shall be pierced by <u>any</u> nail, screw, drill bit or other similar item without the prior approval of the Board/Architectural Committee. No interior walls of any Unit may be pierced by any type of nail, screw, drill bit, or other similar item in excess of ¾ inch in length without first obtaining the approval of the Board/Architectural Committee. This request should be given to the Management Office for submission to the Board/Architectural Committee.

<u>Exterior Curtain Wall</u>: Owners/Residents shall not drill, nail, or otherwise penetrate exterior curtain wall mullions, for any purpose. This is for your protection as penetration could result in severe damage.

<u>Cover Plates</u>: Cover Plates are located at floor and ceiling at the exterior curtain wall are an integral component of the fire and acoustic separation between units required by code. Piercing of these plates will compromise the required fire and acoustic ratings; therefore, the cover plates may not be pierced by any type of nail, screw, drill bit or other similar items. Tile and/or carpet installation at the exterior curtain wall may be installed over the cover plate. Removal of tile or carpeting at the exterior wall surface will need to be done in a careful manner so that plate is not damaged.

<u>Window Coverings</u>: Window coverings design, type and installation method must be approved by the Board/Architectural Committee and Resort Owner. The Rules regarding acceptable window coverings and installation method are included in the Handbook. Any installation of window coverings without the approval of the Board/Architectural Committee and the Resort Owner may require removal at Owner's expense.

<u>Floor Coverings</u>: Any Owner who intends to install or alter any flooring materials shall submit an application to the Board/Architectural Committee via the Management Office for approval prior to installation and shall follow all other requirements set forth in the Declaration. Failure to insure that flooring material and installation procedures adhere to the requirements may require removal at Owner's expense.

<u>Current Specifications for Acoustical Underlayment (recycled rubber impact sound insulation) are as follows</u>: Floor system incorporating acoustical underlayment shall have a minimum Impact Insulation Class (IIC) of 50, as required by IBC in accordance with ASTM E492 and ASTM E989. An acceptable product is Dodge-Regupol QT 4005. For a local distributor, call Dodge-Regupol at (866) 883-7780. Products used and submitted for Board/Architectural Committee approval must meet or exceed this product.

<u>Weight Restriction</u>: The installation of any improvement or object, including fish tanks, in excess of 40 pounds per square foot must be compatible with the overall structural design of the building and may require review by a structural engineer. The review will be at the sole cost and expense of the owner requesting improvement.

### Submission Procedure and Requirements

All requests ("Requests") for architectural committee approval are to be made in writing on a form prescribed by the Board and shall be accompanied by three (3) sets of the form along with all such plans, specifications, evidence of licenses or other documentation required by the Board/Architectural Committee.

<u>Submission of Requests</u>: All Requests are to be made to the Veer Towers Condominium Unit Owners Association Board/Architectural Committee and delivered to the Management Office.

Reasonable Fees: The Board/Architectural Committee shall have the right to establish a fee for the review and approval of plans and specifications, which must be submitted to the Board/Architectural Committee pursuant to the provisions of the Association Governing Documents. The Board/Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's plans and specifications by an outside consultant or any costs associated with the review of the plans and specifications by any architect on the Board/Architectural Committee.

The fees are established as listed below:

| No fee/cost or deposit                         | Selected pre-approved minor improvements (as prescribed by the Board/Architectural Committee) |
|--|---|
| \$50 - \$250 (\$500 refundable deposit)        | Minor Improvements (as prescribed by the Board/Architectural Committee)                       |
| \$250 - \$1,000 (\$2,500 refundable deposit)   | Moderate Improvements (as prescribed by the Board/Architectural Committee)                    |
| \$1,000 - \$5,000 (\$5,000 refundable deposit) | Major Improvements (as prescribed by the Board/Architectural Committee)                       |

<u>Construction Drawings</u>: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes and with sufficient clarity and completeness to enable the architectural committee to make an informed decision on your request. Stamped architectural drawings may be required at the Board/Architectural Committee's request.

<u>Life Safety</u>: Information related to any plan to temporarily disconnect for any reason the Unit's fire monitoring system (including shut-off of sprinkler system) must be approved by the Resort Owner. The Owner must post a 24-hour/day-fire watch during any disconnection. This must be an employee from a vendor as specified by the Resort Owner and the Owner must pay all expenses (including overtime) when using this service.

### Failure to Comply With Required Procedures

Failure to comply with the requirement and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to the Board/Architectural Committee. An incomplete application will not be reviewed and will be subject to resubmission.

### Scope of Review

The Board/Architectural Committee shall review, approve, conditionally approve, or deny all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the considerations set forth in the Association Governing Documents. The Board/Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

### Final Approval by Board/Architectural Committee

Decisions of the Board/Architectural Committee and the reasons therefore and/or requests for additional information shall be transmitted by the architectural committee to the applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Board/Architectural Committee of all forms and/or materials required by the Board/Architectural Committee.

### Appeal

If the Board/Architectural Committee conditionally approves or denies any plans and specifications submitted by an Owner pursuant to the Association Governing Documents, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request not more than forty-five (45) days following the final decision of the Board/Architectural Committee. Within forty-five (45) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision against the applicant. The decision of the Board shall be binding and final.

#### Enforcement

Failure to obtain the necessary approval from the Board/Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the architectural committee, may constitute a violation of the Association Governing Documents and may require modifications or removal of any work of improvement at the Owner's expense.

#### Diligence in Construction

Upon final approval of any plans and specifications, the Owner shall promptly commence construction and diligently pursue the same to completion.

A construction penalty shall be imposed upon and enforced against an Owner who fails to adhere to the schedule required by the Association in accordance with NRS Section 116.310305. An Owner is subject to penalties as determined by the Board in its reasonable discretion.

Such penalties may be assessed by the Board against the Owner and the Unit of the violating Owner, after Notice and Hearing and in accordance with any limitations imposed by Nevada Revised Statutes Chapter 116 ("Chapter 116").

### Inspection of Work

The Board/Architectural Committee or its duly authorized representative may enter into any Unit, from time to time, during the course of construction or installation of any Improvements for inspecting such construction and/or installation. If the Board/Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved plans and specifications, it shall notify the Owner of the subject Unit of such non-compliance. The Board/Architectural Committee may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the architectural committee during the daylight hours within forty-eight (48) hours of the request for entry.

### Notice of Completion

Upon the completion of any construction or reconstruction or the alteration or refinishing of any improvements, or upon the completion of any other work for which approved plans and specifications are required, the Owner shall give written notice of completion thereof to the Board/Architectural Committee.

Within sixty (60) days thereafter the Board/Architectural Committee, or its duly authorized representative, shall have the right to enter into Unit to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans and specifications. If the Board/Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

If, upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board/Architectural Committee shall notify the Board in writing of such failure. After affording such Owner Notice and Hearing, the Board shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If the Owner does not promptly repay such expenses to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement.

If for any reason the Board/Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans and specifications.

### Combining Units / Structural Alterations

The Association shall have the right to grant to an Owner who acquires fee title to two (2) or more adjacent Units, an easement on and through any demising wall(s) separating two (2) or more Units and the right to alter, modify or remove such demising walls subject to conformance with the requirements of the Board/Architectural Committee, pursuant to the provisions of the Association Governing Documents.

### Fire Monitoring System / Sprinkler System

If the Unit's fire monitoring system is disconnected for any reason (including shut-off of sprinkler system) you must post a 24-hour/day-fire watch. This must be an employee of as specified by the Resort Owner, and you must pay expenses (including overtime) when using the employee. Contact building management for current rates.

# 1.1 Contractors, Construction & Decorating Personnel Policy

Construction, remodeling and decorating of Units will be permitted only from the hours of 8:00 a.m. until 5:00 p.m. and shall not be permitted on Sundays and holidays. Any work resulting in noise to neighbors is not permitted before 9:00 a.m. *All contractors servicing a unit must use the service elevator unless they are not carrying any work tools, supplies or the like.* 

Any damage caused by an individual Owner's Contractor or Sub-contractor to the Common Elements or adjacent Units is the Owner's responsibility. Any damage must be reported immediately to the Management Office along with a schedule of repairs. If the damage is not repaired in a timely manner, the Association will make the repairs and charge the Owner. The Owner will be held liable for the actions of his/her contractors and/or workmen.

All workers must use valet parking or as directed by the Management Office. No debris shall be stored in the hallways or other Common Elements. Workers must clean up and remove all debris daily. No building debris may be discarded in the trash chutes or trash bins located within the Common Elements or any other portions of CityCenter.

All floor areas are to be protected with carpet runners or similar protection from the elevator to the Unit. The protective coverings must be removed and the floor cleaned by 5:30 p.m. each day. All elevators designated for contractors or moving must have the appropriate protective padding installed before use. The Association will provide elevator padding for the service elevator; use of the residential elevator is forbidden unless special permission has been granted by Management prior to use and the appropriate padding has been installed before access is granted

Owners agree to hold the Association and Associa Nevada South harmless against liability for: (a) injury to, death of, or damage to property of third persons to the extent caused by the Owner, general contractor, designer or any of their subcontractors, agents or employees, and (b) mechanics liens on the Common Elements arising out of or resulting from the work. A more thorough description of each Owner's indemnification obligations are expressed in the Declaration.

Workers are not allowed to bring their family members, friends, or their pets on site and will be denied entry if they are not in compliance. Workers are prohibited from creating nuisance or noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the Common Elements.

.All contractors and sub-contractors selected by Owner must be licensed in the State of Nevada, and, prior to any work commencing in the building, the Owner shall provide the Management Office with a Certificate of Insurance for General Liability and Workers' Compensation Insurance with coverages and minimum limits as set forth on the sample form of insurance attached hereto as Exhibit "B" (unless a greater amount is required by the Board/Architectural Committee) from the contractor(s), naming as additional insured the parties listed on Exhibit "B" as well as all applicable building permits, business and contractors' licenses.

The Association has the right to stop any work that is in violation of these regulations or any other Association Governing Documents, creates a fire or safety hazard, or otherwise interferes with activities in Common Elements.

Contractors must use their own equipment. No equipment or tools which are the property of the Association are to be used at any time.

The front door of the Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. As part of LEED guidelines, all contractors are required to adhere to the SMACNA guidelines for construction-site management to reduce potential impact on air quality and building performance. Paints, sealants and adhesives must not contain Volatile Organic Compounds (VOC). Arrangement with the Management Office is required in order to cover and protect smoke detectors located in the Common Element corridors adjacent to the Unit.

All contractor and delivery personnel are required to check in with the loading dock security personnel. A Photo ID may be required and the Association may issue an access badge which must be worn in the building at all times. Contractors and delivery personnel are required to enter and exit the building using the service elevator unless otherwise directed by management or security personnel.

All contractors must wear closed-toe shoes, shirt and pants or shorts on the property at all times.

Contractors are required to utilize electrical outlets that are within the Unit(s) they are servicing. Use of Common Element electrical outlets is prohibited unless a contractor is performing work for the Association.

A service elevator reservation and deposit are required for all deliveries and material loads. Reservations should be scheduled by contacting the Management Office at (702) 590-0990 at least one week in advance.

The Management Office or front desk must be notified 72 hours in advance of any welding, soldering or any use of open flame that is to take place on property. Owners may be required to pay an additional fee for "Fire Watch" service including the requirement to have adequate fire extinguishers on hand at the project site. Contractors such as plumbers, HVAC workers, or anyone who will be required to work with an open flame must have a fully charged fire extinguisher in the work area.

There are no waste disposal or storage facilities at Veer Towers for use by contractors or delivery personnel. All contractors and delivery personnel are responsible for the daily removal and disposal of all waste materials.

Contractors may not smoke in any of the Common Elements of the building or any of the residential garage levels, hallways, mechanical rooms, etc.

# 1.2 Windows & Window Coverings Policy

Because Veer Towers has been designed with cutting edge architectural design, the window conditions require a well thought out covering solution. To aid Owners in their efforts:

Any and all window coverings must not cause the Unit's appearance to vary materially from units with the window coverings allowed pursuant to the Declaration and other controlling documents. All window coverings, shades and decorative applications must be approved by the Board and the Resort Owner prior to installation. Any window coverings installed without such prior approval must be immediately removed by Owner upon request of the Board or the Resort Owner.

All window shades must be hung horizontally and must have the appearance of a flat shade. All shades must be installed in accordance with the drawings and specifications attached.

Other window covering systems shall be compliant with a horizontal hung installation method with motorized or manual operational movement vertically as approved by the Board. Consideration shall be given for vertically installed systems (sheer and/or drapery fabric) on a case by case basis, however, any proposal must include neutral color palette for sheer and external surface color compliance with the black-out material as specified herein.

Under no circumstances may any window covering be attached to the curtain wall of the building.

The color of all window coverings facing the exterior of the building must be neutral beige.

All decorative material must have black-out shade fabric provided on the exterior facing surface so that decorative fabric is not visible from the exterior of the building. Black-out material specification must be approved by the Board and the Resort Owner prior to installation and must match the color specification of the preceding paragraph. Samples of acceptable specifications may be obtained from the Association Manager.

Any valances visible from the exterior of the building must be five inches and hung in the manner specified in the attached drawing. The exterior color of all valances facing the exterior of the building must be silver to match the curtain wall system. A sample of acceptable specifications may be obtained from the Association Manager.

No aluminum foil may be placed in any window or glass door of a Unit, and no reflecting substance may be placed on any glass in a Unit except a substance previously approved by the Board in writing. No tint or other similar film may be installed on any window.

No bed sheets, papers, or the like may be applied to windows at any time. The Owner is responsible for the care and maintenance of window coverings. Curtains, drapes, shutters, blinds and other window materials must be kept in good condition. The Association may compel the Owner to replace shabby and torn materials exposed to the exterior.

# 2.0 Bicycle Storage Policy

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Bicycle Storage is available to Owners in each tower. Bicycle storage is located on the S2 level for each Tower. Bicycles must be registered with the Management Office and the owner is responsible for providing their own locking mechanism.

<u>East Tower</u>: Owners using bicycle storage will remove the bicycle from the storage area and will travel through the corridor to the service elevator. Access to the street level is through the upper lobby.

<u>West Tower</u>: Owners using bicycle storage will remove the bicycle from the storage area and will travel through the corridor to the service elevator. Access to the street level is through the upper lobby.

Please note that exiting through non-designated portions of buildings with bicycles is prohibited for various reasons, most importantly, the safety of cyclists and Owners alike. Management can provide a map of the acceptable bike routes upon request of the Management Office.

# 3.0 Building Access & Keys Policy

Veer Towers is equipped with video cameras, controlled access doors and locking mechanisms, fire monitoring and life-safety systems, and full-time staffing. However, no building has completely secured facilities and no warranty is made or implied as to a resident's safety. It takes the vigilant observations and prompt actions of residents in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed conditions and violations promptly to the building manager, Concierge, or the front desk personnel.

The Association does not and will not assume any risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the Owner or resident's choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management shall not be liable for any occurrence or incident connected to these actions.

All Owners will be assigned and issued (2) FOBs at the time of move-in by the Management Office. These devices are a vital part of the overall system and control access to the building and travel within the elevators. The loss or unauthorized distribution of these FOBs weakens the security system. Access to certain Common Elements may be restricted based upon the area or during restricted time periods. Owners may request additional fobs for a fee as set forth on the Fee and Deposit Schedule as Exhibit "A" to this Handbook, limited in number by unit size as follows:

Studio Unit:

One Bedroom Unit:

No more than one (1) additional fob;

No more than two (2) additional fobs;

No more than three (3) additional fobs; and

Three Bedroom Unit:

No more than four (4) additional fobs.

There will be a charge for the replacement of each key fob that may be lost. The Management Office must be notified when a key fob is lost so that it can be disabled in the system. Key fobs must be returned to the Management Office when there is a change in ownership of a Unit. There will be a charge for each fob that is not returned. Without prior notice, the Board may change this charge from time to time.

Owners are responsible to provide their authorized guest a key FOB to gain access into the building and travel to the Owner's Unit.

To facilitate entry into a Unit in the case of an emergency, Owners must ensure their front entry door lock conforms to the original master key; failure to do so could prevent emergency response service and building emergency response service from responding to an emergency within your Unit. If an Owner wants to re-key his/her Unit or add additional locks as security, then such Owner must first obtain the approval of the Board in accordance with the Declaration. The Board may condition its approval upon any terms it deems reasonable, including but not limited to the keying of the lock compatible to the master key such that it may be opened by a master key retained by the Board for use in emergencies. Please note that the master key, as stated, is ONLY for emergency use and for liability and security reasons, cannot be used to facilitate access for Owners that have lost or misplaced the keys to their Units.

Owners may also request a Unit door lock change or mailbox lock change through Management at a cost of the actual locksmith fee and an administrative fee.

Neither renters nor immediate family members of Owners may purchase additional keys or key fobs, without the written permission of the Owner. Management highly recommends that Owners DO NOT give out keys. Please remember that we have a service at the front desk that allows you to give permission for Unit access to people such as interior cleaning and maintenance companies and real estate agents. This provides a more secure environment for the Owners and other Residents.

The Management Office only accepts checks and money orders. Non-emergency work orders can take up to two business days.

# 4.0 Common Elements Policy

Each Owner is liable to the Association for any damage to the Common Elements landscaping, equipment, or improvements that is sustained by the negligence or misconduct of the Owner, the Owner's family, tenants, invitees, guests or other occupants or pets.

Owners/Residents may not place furniture, signs, potted plants, doormats, or other such items outside the Unit door. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the Unit.

Owners/Residents shall not hang anything from or in front of the windows and shall not place any plants, decorations or unsightly articles in front of the windows.

During the holiday season, only artificial Christmas Trees are permitted, all holiday lighting must have a UL or comparable rating. Nothing may be hung on the exterior of the entry door to your unit or displayed in the window of a unit including holiday wreath and/or lights.

No solicitations are allowed on the property unless specifically authorized by the Board. This includes the distribution of flyers, advertisements, pamphlets, door-to-door sales, or other such methods. Please report this type of violation to the Management Office immediately.

Skateboards, roller skates or other such devices are not allowed on walkways, interior hallways or any other portion of the Common Elements.

Access to the mechanical rooms and areas of the building wherein mechanical and other equipment is stored and any internal stairwells, absent an emergency, is prohibited.

Smoking/vaping is not permitted in any of the interior Common Elements including, but not limited to, the lobby, elevators, corridors, stairwells, and valet drop off areas, pool enclosure area unless such area is designated as a "smoking area". Smoking/vaping shall not be permitted upon the exterior Common Elements including the pool area.

Any person smoking/vaping in permitted areas is required to pick up all waste generated from smoking/vaping and dispose of same in the appropriate manner.

The Management Office will handle lost and found items. Please turn in articles found within the Common Elements to this location.

Never prop open a door or perimeter gate within the Common Elements. This defeats the security and life safety systems in place within the building.

Parents and guardians are responsible for the conduct of their children. Children must not be allowed in the elevators, recreation areas, lobbies, parking garage or other Common Elements unless accompanied by an adult.

Unnecessary loud noises or boisterous conduct is not permitted. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.

Owners will be responsible for any and all actions of the Owner's family, tenants, invitees or guests, including, but not limited to, contractors and employees.

Dusting, brushing, or cleaning personal belongings in any portion of the Common Elements is not allowed.

Owners/Residents and their guests may not borrow or remove any equipment or property belonging to the Association.

Bell carts are available for Owners/Residents use and must be checked out at the Concierge desk. Bell carts are to be used to move small personal items and/or grocery items through the lobby. It is the responsibility of the Owner/Resident to ensure the bell cart is returned directly to the Concierge desk in a timely manner.

Proper attire must be worn whenever entering the Common Elements. Shoes and shirts are required to be worn at all times while in the Common Elements (except within the pool and spa areas). Anyone going to and from the pool/spa area must wear a cover-up and proper footwear. Precautions should be taken to prevent water from dripping onto the interior surfaces and elevator flooring.

The lobbies and lounge areas may not be used for napping or sleeping.

No odorous substances shall be emitted upon or about the property in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.

Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Unit using forcible entry if necessary. In the event that this emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible to repair the damages caused by such entry to your Unit as a Common Expense of the Association.

Do not allow children to play with the elevator controls. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors and pressing buttons unnecessarily creates inefficiencies that slow service.

Elevators will not operate unless a key fob is scanned or passed in front of the access control reader which is located on the elevator panels. Guest access is limited by length of stay. If the elevator stops unexpectedly, remain calm and use the phone provided in the elevator to notify building management. Emergency personnel will respond as soon as possible.

### IN CASE OF FIRE, DO NOT USE ELEVATORS; USE STAIRS.

The sidewalks, entrances, passages, lobbies, elevators, hallways and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the building and Units. No carts, carriages, chairs, tables or other similar objects or personal property shall be stored in, on, or upon the Common Elements. All personal property must be stored within a Unit.

# 4.1 Business Center and Board Room Policy

<u>The Board Room</u> located on Level S, in the West Tower, may be reserved for business meetings, exclusive social, personal, charitable or political parties or events. Unless otherwise provided in writing by the Board, an Owner is not permitted to reserve a Board Room for more than three (3) days per month. Please contact the Management Office to reserve the Board Room. Reservations must not be made more than four (4) months in advance and are on a first-come, first-serve basis.

Private events may only be held in the Board Room during the hours of 8:00 am to 10:00 p.m.

All Owners or tenants of Owners ("Owner/Resident") shall pay no less than fourteen (14) days in advance any fee and security deposit established by the Board for reserving the Board Room, along with all applicable reservation use agreement forms. Each Owner is entitled to reserve the Board Room up to two (2) times per calendar year without charge; a refundable deposit will still be required. Even if an Owner "no shows", the reservation counts towards the total free use time per calendar year.

A guest list, in alphabetical order, must be provided to the Management Office at least 72 hours in advance of any function held in a Board Room.

The Board Room seats eight (8) people; parties exceeding eight (8) are not recommended but will be considered on an individual basis providing that in no event more than twelve (12) people will be permitted in the board room at any time.

All non-resident attendees of the event to be held in the Board Room must valet park their vehicles. All valet parking will be subject to the availability of unoccupied parking spaces.

Clean-up after the event is the responsibility of the Owner/Resident reserving the space. Any janitorial or maintenance services required to restore the room to its original state will be assessed to the Owner.

If the reserving Owner/Resident is a "no show" for the time and date of the reservation, 100% of the use fee will be forfeited. Noticed cancellations made prior to fourteen (14) days before the event will be fully refunded; after fourteen days, and in the event the room cannot be re-rented for the same time period, will result in a 50% forfeiture of the use fee. Cancellation notices must be made in writing to the on site Management Office (email or facsimile notification accepted).

The East Tower Board room cannot be privately reserved for exclusive use. Management reserves all rights.

<u>The Business Center</u> is for the exclusive use of all Owners/Residents and is intended to be shared equally. The Business Center which is located in the West Tower may be used on a first-come, first-serve basis; it cannot be privately reserved for exclusive use.

The Business Center is not to be used for home office or commercial purposes.

Persons who use the Business Center and Board Room are responsible for the removal of all articles brought by them, including paper and other office supplies, as well as related trash and debris.

If an Owner/Resident over uses (as determined by the Board) the Board Room and/or Business Center, that Owner/Resident's usage may be restricted at the discretion of the Board.

All persons using any Common Elements, including but not limited to the Board Room and Business Center, do so at their own risk.

The Association may post additional rules from time to time.

If cleaning is required after use of these facilities, the Owner will be charged for that service.

The facilities may not be used for commercial purposes other than those endorsed by Veer Towers in which all members may participate.

The Association cannot be held liable for any theft of or damage to personal articles.

No charge to guests for admission, food, beverage or entertainment on the premises is permitted by any Owner/Resident. Events sponsored by the Association may charge admission or use fee to recoup expenses.

In accordance with Nevada law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without written parental permission.

# 4.2 Fitness Center Policy

The Fitness Center and men's and women's changing rooms are located on Level 37 of each tower. The changing rooms contain separate men's and women's steam room and sauna. The Fitness Center has wireless internet connectivity.

The Fitness Center may be available 24 hours a day using your key fob for access. However; it is officially closed when a "CLOSED" sign is posted.

Residents must be at least sixteen (16) years of age to use the Fitness Center. Persons under the age of sixteen (16) may be permitted to use the Fitness Center, equipment and amenities only with the prior written consent of both the Management Office and their parent(s) or legal guardian.

Each Unit is permitted no more than two (2) non-resident guests in the Fitness Center at any one time and all guests must be accompanied by the Owner/Resident at all times.

Casual workout attire is acceptable. Cut-offs and/or torn garments, bathing suits, robes and/or other non-athletic attire shall not be worn in the exercise areas of the Fitness Center. Men must wear shirts. Proper athletic footwear is required when using any of the exercise facilities. Sandals or bare feet are prohibited.

It is the responsibility of all persons to obtain instruction on how to use the equipment prior to using such equipment and the equipment is only to be used in accordance with such instruction.

All equipment must be wiped down after each use. Please bring your own towel.

All persons using the Fitness Center do so at their own risk. It is your responsibility before using the facility to consult with your physician.

There is a thirty (30) minute maximum time of use on machines when others are waiting to use them.

Portable radios are permitted only when used with headphones.

Owners/Residents shall not store or place any personal equipment in the Fitness Center. Lockers, which are located in the changing rooms, are for the convenience of everyone. No overnight storage is allowed.

No glass containers or food items are allowed in the Fitness Center.

Use of cellular phones is not permitted at any time.

There will be no fitness center attendants provided by the Association in the fitness center. All persons using the fitness center amenity does so at its own risk. Owners/Residents may contract with a private fitness trainer for their sole personal use; no group classes or fitness training for commercial purposes is permitted on the premises.

#### Sauna Precautions

Consult your physician before using the sauna treatment room. Saunas produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment room for more than five (5) minutes at any one time. Pregnant women should not use facilities that would elevate their core body temperature.

Never use the sauna treatment while you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasculature or stimulants.

Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use the saunas.

Never go into a sauna treatment on a full stomach. Wait two hours after a heavy meal before using the sauna.

Following a strenuous exercise period, do not go directly into a sauna treatment. Rest and cool down, allow your pulse to return as close as possible to your resting rate before entering the facility.

No cups, magazines, or newspapers are permitted inside the sauna.

### Steam Room Use

Exit immediately if uncomfortable, dizzy, or sleepy. Staying too long in a heated area is capable of causing overheating.

Check with a physician before use.

# 4.3 Media and Game Room Policy

The Media and Game Rooms are located on Level 37 of each tower, both rooms have wireless internet connectivity. The Media and Game Rooms may be reserved for private functions and is intended to be shared equally by all Owners/Residents. If an Owner/Resident over utilizes the Media/Game Room (as determined by the Board), the Owner/Resident's usage may be restricted at the discretion of the Board.

Please contact the Management Office to reserve the Media and Game Rooms. Reservations for the Media and Game Rooms may not be made more than three (3) months in advance on a first-come, first-serve basis. The Media and Game Rooms may not be reserved by any individual Owner or Resident for more than one (1) week in advance of a special event or holiday (such as Super Bowl, etc.). If there is not an Association function planned in the Media and Game Rooms on these occasions, residents may make reservations two (2) weeks before the special event or holiday.

The Owner/Resident shall pay at least fourteen (14) days in advance any fee and/or security deposit established by the Board for reserving the Media and Game Rooms.

The deposit will be returned to the Owner/Resident upon request following the event provided the Media and Game Rooms are clean and in the same condition as when reserved, and that no misuse of the Media or Game Rooms has occurred. If the Owner/Resident fails to clean the Media or Game Rooms after use and staff must perform this function, the Owner will be charged for that service. If the cost of cleaning exceeds the deposit, the Owner will be billed on their next monthly statement.

If the reserving Resident is a "no show" for the time and date of the reservation, 100% of the use fee will be forfeited. Cancellations at least fourteen (14) days prior to the scheduled event will be fully refunded. 50% of the use fee will be forfeited if cancellation is not given at least fourteen (14) days in advance of the scheduled event if the room is not re-rented for the same time period.

Owners must be present at all times during the function. The Media and Game Room is for the exclusive use of all Owners/Residents and their guests. Proper identification must be presented to the front desk or Management Office when reserving the rooms.

A guest list, in alphabetical order, must be provided to the Management Office at least 24 hours in advance of any function held in the Media Room.

Parties of ten (10) or more people or any party where alcoholic beverages are served shall be supervised by a private guard. This must be a security employee of the Association's vendor and the resident must pay all expenses (including overtime) when using this service. Note: there is only seating for nine (9) in the media room and the game room occupancy rate cannot exceed twenty-three (23) individuals.

The Media and Game Rooms will be available 24 hours a day, using your key fob for access.

All non-resident attendees of the event to be held in the Media and Game Rooms must valet park their vehicles. All valet parking will be subject to the availability.

Personal furniture, other than that provided by the Association, shall not be used in the Game Room unless approved by the Management Office. Association-provided furniture, accessories, games and equipment shall not be removed from the Media and Game Rooms.

Persons who use the Media and Game Rooms are responsible for the removal of all articles brought by them, including cleaning supplies, towels, books, magazines, food, as well as related trash and debris.

All persons using any Association Common Elements, including but not limited to the Media and Game Rooms, do so at their own risk.

The Association may post additional rules from time to time.

The facilities may not be used for commercial purposes other than those endorsed by the Association in which all members may participate.

No charge to guests for admission, food, beverage or entertainment on the premises is permitted by Owners or Residents. Events sponsored by Veer Towers Condominium Unit Owners' Association may charge admission or use fee to recoup expenses.

In accordance with Nevada law, no one under the age of 21 shall be served an alcoholic beverage while on the premises.

The Association cannot be held liable for any theft of or damage to personal articles.

# 4.4 Garage, Parking & Valet Policy

Owners/Residents will be required to register their automobiles with the Association.

Parking is available by valet only on a "first-come first-served basis" in an area that is not a part of the Condominium property. Owners/Residents, all guests, invitees, and their service employees must valet park their vehicles. All valet parking will be subject to the availability of unoccupied parking spaces. Valet drop off and pick up is centralized between each of the towers.

All Owners, residents and other persons who use the valet service that may be provided by the Association shall at all times retain duplicate vehicle keys. The liability of the Association for lost keys by the valet attendants shall be limited to the cost of making a copy of a key from an existing key. In no event shall the Association be responsible for making new, original or re-keying/replacing vehicle locks for any damages or claims that may arise as a result of the loss of a key.

Owners/Residents and all other persons who use valet service use valet at their own risk. Please do not leave valuables inside your vehicle. The Association and the owner of the garage in which vehicles are parked are not responsible for damage to your vehicle, including, but not limited to, dust, debris, water and/or theft.

No repair or other work may be performed on vehicles in the Common Elements except for minor emergency work necessary for start up or towing.

No motor vehicle shall be left in a condition that could constitute a fire hazard. Automobile servicing or repairs, such as washing, detailing, oil changes, engine repairs or overhauls, draining or flushing of radiators, liquids, or any other fluids of a vehicle are specifically prohibited within Veer Towers and CityCenter.

Contractors, vendors and service vehicles may be required to park at the Frank Sinatra garage and travel through the designated walkways to the property.

Parking guidelines may be changed by the Board at any time.

Boats, jet skis, trailers, campers, or other such equipment may not be stored in the garages or use the valet service. Commercial vehicles are also prohibited.

Parking is reserved for vehicles that will be used as primary transportation and not for vehicle storage. Vehicles will be considered stored if vehicle does not display current registration, vehicle has not been driven in a (6) month period and/or vehicle is not in operating condition.

Motorcycles will still be required to use the centralized valet but the owner of the motorcycle will be escorted to and from the designated parking space in accordance to the current policy. In addition, there shall be no operating of any unlicensed vehicles including, but not limited to, mopeds, scooters or similar motorized products.

Car alarms that repeatedly go off or alarms that don't automatically shut off after an allotted interval will be prohibited from the garage area.

If an Owner/Resident plans to have four (4) or more guest vehicles at any time, they must notify the Management Office no less than 24 hours in advance to confirm garage/valet availability. In the event an Owner/Resident's invitees requires additional security and/or valet staff, the Owner/Resident shall be charged the cost incurred by the Association to provide additional staffing for their guests/invitees use of Association's amenities including garage access the valet and/or security staff.

Guest parking availability is limited. From time to time, Owners/Residents guest may be asked to valet their vehicles with The Shops at Crystals. Management reserves all rights.

Parking is also subject to that certain Parking and Access Easement Agreement by and between the Resort Owner and the Association.

# 4.5 Rooftop Pool and Patio Area Policy

The Rooftop Infinity Edge Pool, Whirlpool Spa and Patio Barbecues are located on Level 37 of each Tower and are open from 6:00 am until 2:00 am using your key fob to gain access to the area; however, they are officially closed when a "CLOSED" sign is posted.

Each Unit is permitted no more than four (4) non-resident guests in the pool area at any one time and all guests must be accompanied by the Owner/Resident at all times.

Owners/Residents may obtain prior written consent from the Management Office to have more than four (4) non-residents guests in the pool area at any one time; provided, however, that Owners/Residents of the Units have absolute priority over non-resident guests.

All persons using the pools and spa do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pools and the pool area. All persons must read and observe all warning signs and rules posted in the pool and spa area. The Association shall not be responsible for any accidents, injury or loss.

There shall be no jumping or diving into the pools or spa. There shall be no boisterous or rough play permitted in the pools or pool area. There shall be no running around the pool deck. No bicycles, skateboards, skates or other similar equipment is permitted on the pool deck. There shall be no ball playing of any kind and at no time will anyone be permitted on the pools infinity ledge.

Surfboards, boogie boards or other objects are not permitted in the pools. No glass or metal can objects are allowed in or about the pool enclosure. Containers of an unbreakable nature will be allowed provided they are disposed of in the appropriate manner. No coolers are allowed in or about the pool enclosure, please use the grill area refrigerator to store any items needing refrigeration.

Only floatation devices for small children (i.e., water wings, etc.) shall be permitted. Pool maintenance and safety equipment are to be used for their intended purpose and not for recreational purposes.

Children under the age of fourteen (14) should be accompanied by a resident adult at all times while in the pool and whirlpool areas.

Children under the age of twelve (12) should not use the whirlpool spa. No children under the age of sixteen (16) years shall be allowed in the spa unless accompanied by an adult. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.

No infant, young child or person subject to involuntary natural bodily functions should use the pool or spa.

Suitable bathing attire is required in the pool area. Thong bikinis, cut-offs and denim are not considered appropriate swimwear and may not be worn. Nude or topless sunbathing is prohibited. Shoes, clogs, sandals or other appropriate footwear must be worn at all times while on the pool deck. No diapers are allowed to be worn in the pool. Children under the age of three (3) or not in control of their bodily functions must wear appropriate "swim diapers" in the pool.

All persons using the pool furniture are required to cover the furniture with a towel when using suntan oils and lotions. Reserving chairs for persons absent from the pool is not permitted. Persons who leave the pool area for more than thirty (30) minutes must relinquish lounges and chairs by removing all towels and belongings.

No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Association, shall be used within the pool, spa or barbecue areas.

Personal furniture, other than that provided by the Association, shall not be used in the Rooftop Hospitality Patio. Association-provided furniture, accessories, games and equipment shall not be removed from the Rooftop Hospitality Patio.

Persons who use the Rooftop Hospitality Patio are responsible for the removal of all articles brought by them, including cleaning supplies, towels, books, magazines, food, as well as related trash and debris.

If the Owner/Resident fails to clean the area after use and staff must perform this function, the Owner's Unit will be charged for that service.

Immoral, lewd or indecent conduct is prohibited in the pool, spa, fitness center and all other Common Elements.

Guns or weapons of any kind, as determined by the Board of Directors, are prohibited on the rooftop pool deck, fitness center, media room and all other Common Elements located on the 37<sup>th</sup> (amenity) floor.

### All food and beverages must remain three feet from pools and spas

NO PETS OF ANY KIND ARE PERMITTED IN THE POOL OR SPA AREA (exception - Service Animals).

Any personal audio listening devices must be operated with headsets

All persons using any Common Elements, including but not limited to the Rooftop Hospitality Patio, do so at their own risk.

The Association may post additional rules from time to time. The Association cannot be held liable for any theft of or damage to personal articles. The Board reserves the right to deny use of the pool, pool area, and spa to anyone at any time.

The area is designated as non-smoking/vaping.

An Owner/Resident may reserve only the Rooftop Hospitality Patio up to two (2) times per year by contacting the Management Office. Reservations may not be made more than four (4) months in advance and are on a first-come, first serve basis. Please refer to Exhibit "A" for the fee and deposit required to reserve this amenity.

The Rooftop Hospitality Patio may not be reserved by any individual Owner /Resident for more than one week in advance of a special event or holiday (such as Super Bowl, etc.). If there is no Association function planned in the Rooftop Hospitality Patio on these occasions, Owners/Residents may make reservations one (1) week before the special event or holiday.

The Owner/Resident shall pay, at the time of reservation, any fee and security deposit established by the Board. If the reserving Owner/Resident is a "no show" for time and date of the reservation, 100% of the use fee will be forfeited. Noticed cancellation made prior to fourteen (14) days before the event will be fully refunded; after fourteen (14) days, cancellation will result in a 50% forfeiture of the use fee unless the area is re-rented for the same time period.

The deposit will be returned to the Owner/Resident upon request following the event provided the Rooftop Hospitality Patio is clean and in the same condition as when reserved, and that no misuse of the Rooftop Hospitality Patio has occurred. If the Owner/Resident fails to clean the Rooftop Hospitality Patio after use and staff must perform this function, the Owner will be charged for that service. If the cost of cleaning the Rooftop Hospitality Patio exceeds the deposit, the Owner will be billed on their next monthly statement.

Owners must be present at all times during the function. The Rooftop Hospitality Patio is for the exclusive use of all Owners/Residents and their guests. Proper identification must be presented to the front desk or Management Office upon request.

A guest list, in alphabetical order, must be provided to the Management Office at least 24 hours in advance of any function held in the Rooftop Hospitality Patio. Parties of ten (10) or more people or any party where alcoholic beverages are served shall be supervised by a private guard. This must be a security employee of the Association's vendor and the Owner must pay all expenses (including overtime) when using this service.

All non-resident attendees of the event to be held in the Rooftop Hospitality Patio must valet park their vehicles. All valet parking will be subject to the availability of unoccupied parking spaces.

The facilities may not be used for commercial purposes other than those endorsed by Veer Towers in which all members may participate. No charge to guests for admission, food, beverage or entertainment on the premises is permitted by Owners/Residents. Events sponsored by Veer Towers may charge admission or use fee to recoup expenses.

In accordance with Nevada law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without parental permission.

# 5.0 Insurance Policy

It is the obligation and responsibility of each Owner to provide insurance for property lying within the boundaries of their Unit, any upgrades or improvements located within the Unit, personal property and liability insurance against any liability resulting from any injury or damage occurring within the Unit. A sample Certificate of Insurance setting forth the required amount for liability insurance and additional named insureds is included in this Handbook as Exhibit "C". The Association's insurance policies will not provide coverage against any of the foregoing. Specific minimums for the coverage Owners are required to obtain is provided in the Declaration.

The Association's policy covers all Common Elements which includes common area building contents and any equipment the Association owns or is responsible for. This includes mechanical equipment, structures, elevators (not in Units), halls, lobbies, stairways, recreation facilities, fences, signs and common area utilities. It also provides liability insurance in case someone is injured within the Common Elements.

The Association's policy DOES NOT COVER flooring, coverings such as carpets, paneling, tiles, wallpaper, etc., appliances, furniture, plumbing or electrical items installed by Owner in the individual Units or any personal property within the Units.

In the event an Owner/Resident makes a claim under the Association's policy of insurance for which the Owner/Resident also maintains coverage, the owner/Resident shall be responsible for the deductible for the Association's policy.

The individual 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 Owner's negligence. The Owner's policy may also cover living expenses incurred if the Unit is unusable due to damage covered in the policy.

The Owner's policy may also cover assessments by the Association for losses not covered by the Association's insurance policy. However, loss-assessment coverage applies only to perils or events also insured under the Owner's policy. For example, if the Association makes an assessment to pay the deductible for a windstorm-related loss, an individual policy will only pay the assessment if windstorms are included in the Owner's policy. When buying an individual policy, Owners and a competent insurance agent should examine the Association's insurance policy and Association documents to determine what the Association's policy covers and what the individual Owner is obligated to cover. Anything in the Unit not covered by the Association's policy, such as carpet, wallpaper, or additions to the Unit, should be covered by the Owner's policy.

An insurance agent and/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 Owners should make sure they know what property they are responsible for covering.

# 6.0 Life Safety Plan Policy

This is a "Life Safety Plan" to establish a safe, orderly procedure for relocating and/or evacuating building occupants in the event of a fire or other emergency situation. Authority to implement this plan rests with the building's trained personnel or some other qualified person appointed, trained or certified.

Information distribution and understanding is one very important part of this plan. Every Owner/Resident is responsible for becoming familiar with this material so that they can best assist their family, guests or others who may be in the building in a time of emergency.

<u>Sprinkler System</u>: Veer Towers is fully equipped with sprinklers. Sprinklers can reduce the chances of a fire spreading and limit its severity prior to the arrival of firefighters, and, in many cases, extinguish the fire. Major components of automatic sprinkler systems are inspected and tested quarterly as required by Nevada law. If you see any dripping, rust, or any other condition of concern, it is very important that you advise the Management Office. It is a requirement of state fire codes to have every sprinkler head visually inspected by a certified, licensed contractor quarterly. Blocking the operation of any sprinkler head with furnishings or stored items is prohibited. DO NOT PAINT OR HANG ANY ARTICLES FROM SPRINKLER HEADS.

<u>Building Alarm System</u>: Veer Towers is equipped with a state-of-the-art alarm system. This system continuously monitors and tests the effectiveness of all sensors located throughout the building. This system also requires regular testing as required by County and NFPA 25 ordinances.

<u>Fire Doors</u>: All floors are equipped with fire doors. These doors on the "floor of incident" automatically close when the building goes into alarm. These doors are released for reasons of fire and smoke containment and to prevent people from using the elevators in the event of a fire.

<u>Speakers/Strobes</u>: Throughout the building, you will see speaker/strobe-light assemblies. These devices warn people in two ways of a building fire emergency:

- 1) Sounds an audible alarm tone followed by audible instructions.
- 2) Flashes a bluish-white strobe light for hearing impaired.
- (Only the floor of incident and the floor directly above and below will get these indications. Fire doors on the floor of incident will close.)

<u>Public Address System</u>: Veer Towers emergency response personnel and public safety officers may make announcements to all parts of the building. Evacuation instructions may be announced over this system in the case of a working fire emergency.

<u>Smoke Detectors</u>: All Common Elements of Veer Towers are equipped with smoke detectors tied into the alarm system. Unit smoke detectors enunciate only in your Unit. If your Unit alarm goes off, (1) provide for your safety and all within your unit, (2) call 911, and (3) notify building personnel – **in that order** as safety permits.

<u>Stairwells</u>: All common area building floors have two stairwells accessible to floor occupants in the case of any emergency. Stairwells are designed and intended strictly for fire and emergency escape only.

<u>Elevators</u>: All elevators are equipped with a dedicated surveillance camera and a telephone which rings to an emergency answering service. The working order of these telephones is inspected regularly

### AN IMPORTANT CONSIDERATION ABOUT ELEVATORS:

In the event of an actual building fire emergency, building occupants are <u>not</u> to use the elevators for escape purposes. Elevators may lose power in an emergency and elevator shafts can become a chimney for fire or smoke. If you are unable to descend the stairs, enter the stairwell and wait for assistance. Stairwells are designed to be the safest place in the building and that is where emergency personnel are going to look for you.

Any evacuation movement must be done calmly. Walking quickly is advised and running is discouraged. Floor occupants should escape via stairwells, try summoning other unit occupants at all unresponsive units, designate "searches" if necessary, and seek assistance for the sight-impaired and to carry wheelchair-bound occupants along the escape path.

#### EARTHQUAKE EMERGENCY PROCEDURES

### <u>Cover</u>

During an earthquake, it is very important to protect yourself from falling objects, debris, and glass. Protect yourself by taking cover under desks, tables or strong doorways. Stay away from windows and glass doors and keep clear of file cabinets, bookshelves and highly stacked materials.

### Do Not Leave the Building

Veer Towers was designed and built within the design parameters of the Seismic Zone I basis of design. During a strong earthquake and subsequent aftershocks, glass and other debris may be falling from Veer Towers or other buildings, making it very dangerous to be outside.

### Fire Resulting from an Earthquake

In the event of a major earthquake, we cannot realistically expect the fire department to respond as rapidly as we have come to expect under normal circumstances. It will be essential to give all available information to the building staff as to the status of the building and hazardous conditions. Please do whatever you can to assist these people to affect an orderly response in such an emergency.

### Gas and Electricity

Do not smoke, use matches, or any other open flame if you smell gas. Call the Association at once. The Building Engineer and staff will inspect all gas equipment for broken or leaky pipes. Do not touch fallen or damaged electrical wires. Do not touch electrical appliances, fixtures, or outlets while you are wet or standing in water. If you hear or see any electrical shorts, immediately turn off your breaker switch.

### Water

Drinking water may not be available after an earthquake. Conserve all potable water for essential use only. Water in the cooling and heating system and sprinkler system are not potable. Drinking this water can cause very serious injury, internal damage, or death.

#### **SOME THINGS TO KEEP ON HAND:**

A radio, flashlight, batteries, drinking water, canned food (and can opener), blankets, and a first-aid kit. Remember, canned food, bottled water and batteries have a limited shelf life and must be replaced periodically. **Note: There may not be a route out of the city available for several days.** 

# 7.0 Move-In Process & Deliveries Policy

Once a Unit is purchased, the new Owner has the responsibility to contact the Management Office to register. Occupancy of your Unit may take place after the closing paperwork has been recorded or a lease is approved by the Board/Management and all appropriate paperwork and fees are approved by the Management Office.

<u>Scheduling:</u> All moves in and out of the building, as well as deliveries **MUST** be coordinated and scheduled through the Management Office not less than one (1) week in advance. Coordinating moves in this manner will help us ensure that you are provided the necessary dock and tunnel access and service elevator availability for your move and/or delivery. All requirements for moves apply to both professional-moving companies and the Owners who contract for their services. *This also applies to contractors who require the service elevator for materials, etc.* 

Moves and deliveries shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. and shall not be permitted at all on Sundays and holidays.

Elevator pads and floor protection (which will be provided by the Association) must be used to prevent damage. Owners will be held responsible for damage done to the Common Elements, including by their guests (movers, contractors, etc.). If you plan to use a moving company it is suggested that you select a company that has experience with condominium high rises. A list of such companies may be obtained from the Management Office.

Under no circumstances may furniture or other belongings be dragged across the flooring. Dollies or a hand truck must be used at all times. Veer Towers equipment (dollies, hand truck, vacuums, etc.) are not available for resident moves.

All personnel involved in a move or delivery will be required to sign in and out of the premises with and agent of the Association.

Fees: All Owners or Residents moving into the Veer Towers must first provide a \$750.00 non-refundable move-in fee to Management. If paid by check, such check shall be made payable to "Veer Towers UOA". In addition, all Owners or Residents must pay a \$750.00 non-refundable move-out fee, when a move-out is scheduled. If the \$750.00 non-refundable fee is not received for either move-in or move-out, the freight elevator will not be made available and locked off for the Owner or Resident. The Owner/Resident shall be responsible for the cost of any and all damage, repairs and clean up necessitated by the Owner/Resident's move-in, move-out and/or deliveries, whether caused by the Owner/Resident or by their party performing the move-in, move-out or deliveries. The Associations agent will conduct a pre and post move-in and/or move-out walk-thru. This will allow the staff to determine if any damage has been done to the common areas of the Building during the moving process. In the event the cost of such repairs and cleaning exceeds the \$750.00 fee, the Owner/Resident shall pay such excess to the Association within ten (10) days following written notice to the Owner/Resident. If not so paid, the unpaid amount may be assessed against the subject Unit as a Default Assessment as provided in the Declaration, which shall be a lien upon the subject Unit as provided in the Declarations.

<u>Service Elevator</u>: The service elevator should accommodate most of your possessions and furniture deliveries. The dimensions of the service elevator are 6'8" wide by 7' 10" deep by 9'0" high, with door openings of 4' wide and 8' high.

<u>Elevator Use and Parking</u>: Moving and deliveries shall occur only with the use of the loading dock and service elevator. Service doors may not be propped open during a move. Moving and delivery trucks must only park in the area so designated by the Management Office.

<u>Insurance</u>: Prior to any substantial move into the building, Owners/Residents shall provide the Management Office with a Certificate of Insurance in the form and with the coverages set forth on Exhibit "B" from the moving or delivery company, naming as additional insureds the parties set forth on Exhibit "B".

<u>Charges</u>: The Board reserves the right to charge the Owner for all damages noted in the post-move inspection report. Charges for damages will be deducted from the deposit. Damages exceeding the deposit amount will be posted to the Owner's account. A penalty will be charged to any Owner's account if it is determined that a move occurred without the proper coordination. Finally, the Association will charge an Owner's account to recover returned check charges or other bank processing fees resulting from non-sufficient funds (NSF) checks.

<u>Items Left on Loading Dock</u>: It is the responsibility of the delivering company and/or contractor to remove any debris resulting from deliveries or other items from the common area including the Crystals Loading Dock area. Any items left overnight in the loading dock area will be disposed of the next morning at the Owner's expense. Veer Towers does not offer storage space.

# 8.0 Noise; Nuisances; Illegal Acts Policy

Nothing shall be kept or permitted to be kept in a Unit which will increase the insurance rates of the Association or obstruct or interfere with the rights of any other Owner of any Unit, or the Association. No nuisances or illegal acts shall be committed in a Unit or upon the Common Elements.

No noise shall be made in any Unit which can be heard from any portion of the Project, other Units, or the Common Elements outside of such Unit. No Owner/Resident shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier, or any other electronic equipment in such Owner's Unit in such a manner as to disturb or annoy another Owner/Resident.

Speakers and floor-supported musical instruments (i.e., pianos and organs) must be properly insolated from direct contact with floors and walls in order to minimize vibrations and noise infiltration.

Residents are responsible at all times for their conduct and that of their Lessees and Guests. Loud or boisterous conduct anywhere on Veer Towers property, including your residence, that disturbs the comfort and quiet enjoyment of others is prohibited.

The volume of radio, stereo, television sets, musical instruments, etc. shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m., volume must be significantly reduced so as not to disturb other Owners/Residents.

In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should contact the front desk, concierge, or Management Office at the time of the disturbance.

No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Owner/Resident. Normal cooking odors, normally and reasonably generated, shall not be deemed a violation of this regulation.

No person shall discharge into the Veer Tower's sewer system, storm drain, or Common Elements any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up, or cause injury or damage to neighboring property or to the Veer Towers.

No air pollutants or contaminants sufficient to create a nuisance shall be discharged.

No exterior radio antenna, television antenna, "C.B." antenna, satellite dish or other antenna of any type shall be erected or maintained on any portion of the Veer Towers except as permitted by law or approved by the Board and Resort Owner.

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements except such substances that are normally used for household purposes and such substances shall be limited to a reasonable and limited amount.

# 9.0 Pets Policy

Except for fish, there shall be allowed no more than two (2) household animals of reasonable size for buildings of similar type and location in any Unit; and provided further, that said animals may consist only of domesticated dogs, cats, fish and/or birds and may not be kept, bred, or maintained for any commercial purpose and may not become a nuisance or annoyance to neighbors.

The following dog breeds will not be accepted at Veer Towers: American bulldogs, Mastiffs, Wolfdogs, Boerboels, Dogo Argentino, Presa Canario, Fila Brasileiro, Japanese Tosa Inu, American Pit Bull Terrier, Pit Bulls, Dobermans, Rottweilers and mixes of the above listed breeds.

All animals must be registered with the Management Office by completing the Pet Registration form and providing a photograph and proof of vaccinations. All animals must be properly vaccinated at all times.

There is a Veer dedicated dog park in front of the East Tower. Owners must immediately clean up after their animals and dispose of any waste in an appropriate manner.

All animals, including cats, must be on no more than a six (6) foot leash at all times when outside a Unit by an adult who is capable of controlling the animal while walking through the Common Elements and common areas within CityCenter.

Animals are prohibited from the 37<sup>th</sup> floor amenity level including the pool enclosure. Animals are prohibited from being on the Association's furniture throughout the public areas of the building including, the interior and exterior lobbies of the common areas; provided, however, that "service dogs" and other animals typically used for the assistance of disabled individuals may accompany such individuals and provided further, that the Board may adopt rules regarding an area(s) designated for the walking of animals and procedures for taking the animals to such area(s).

No animals may be left unattended anywhere outside a Unit, including any portion of the Common Elements.

Small animals weighing fifteen (15) pounds or less may be carried (not walked) in one's arms or in a container of some sort in the passenger elevators. All other animals must be transported in the service elevator unless necessary for the assistance of a disabled person.

No reptiles or other forms of wildlife shall be kept in or on the building (including the Units). Fish tanks that exceed forty (40) gallons will require written approval of the Board.

Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Management Office in writing.

# 10.0 Management Policy

We are very pleased to inform you that your Board has selected Associa Nevada South for the professional management of your Association. It is our goal to assist the Board in the protection, maintenance and enhancement of the property values within your exquisite community.

The Management Office is located in the East Tower on Level S.

The address for the Management Office is:

3722 Las Vegas Boulevard South Las Vegas, Nevada 89158

The general manager, under the direction of the Board, is the person responsible for managing and directing all the day-to-day activities that affect building operation and services. The building's staff has been professionally trained to provide information and assist residents to understand their responsibilities as Owners and tenants in a multi-home environment and to assure a safe and quality lifestyle. In order to provide you with efficient service, all suggestions, concerns, complaints, and inquiries should go directly to the Management Office.

Any concerns you may have regarding the maintenance of the Association's Common Elements should be reported to the Management Office. The office hours are Monday through Friday 9:00 a.m. until 4:00 p.m., excluding holidays. You may contact management at (702).590-0990 for information and assistance regarding the following:

- Building Maintenance
- Emergency Procedures
- Common Element Issues
- Reservations for use of the Rooftop Hospitality Patio Bar & Grill area, Media and Game Room & Business Center and Board Room
- Delivery and Receiving of Packages, Dry Cleaning, and Newspapers
- ❖ Move-in/Move-Out Procedures & Scheduling
- Individual Unit Improvements
- Accounts Receivable

Please report after hours or weekend emergency maintenance needs to the Front Desk at the East Tower: (702) 590-0950 or 0951 and at the West Tower: (702) 590-0970 or 0971 The following is a brief summary of services:

<u>Common Element Maintenance</u>: Management will perform routine inspections of the common amenities to ensure the Association's vendors are performing their duties pursuant to the community standards. Additionally, we will monitor and track all long-term maintenance requirements to ensure maximum life is achieved for all major reserve components.

<u>Billing Statements & Collections:</u> Associa Nevada South will send a "courtesy" assessment statement on or before the 25<sup>th</sup> of each month. Assessments are always due on the 1<sup>st</sup> of each month and subject to a late fee if not received prior to the 16<sup>th</sup> of each month. Billing questions and change of address requests should be directed to Associa's C.A.R.E. Dept at: (702) 795-3344 or at:

<u>www.associans.com</u>. All delinquent payments will be processed according to the adopted policies of the Association.

<u>Rules Enforcement:</u> Living in a planned community offers many advantages; however, it does impose some restrictions. Management works closely with your Board, its committees, and individual Owners in following through on all reported infractions. If you need to report a violation, you may do so in writing to the Management Office.

<u>Escrow Services</u>: If you are selling your home, please have your escrow company contact Associa Nevada South Escrow Department. We will process lender questionnaires, prepare demand statements and ensure that the necessary legal documents have been transferred to the new Owner. It is important for your protection that you notify Associa Nevada South prior to concluding the sale of your property. In addition, please see the Association's Rules & Regulations regarding the necessary steps for listing your unit for sale or rent.

<u>Record Keeping:</u> Management will maintain the Association's Corporate Minute Book, legal documents, financial reports, and other related information. As a member, you are entitled to receive and/or inspect these documents upon written request to the Management Office according to Chapter 116 and the Association Governing Documents.

<u>Association and Facility Forms:</u> Up-to-date forms for various requests and purposes are available from the Management Office or on line at: www.associans.com.

Association Employees: Employees of the Association are not to be engaged by any Owner, lessee or occupant of a Unit, or other person for personal errands, individual Unit repairs, or requests which are not within the scope of the applicable employee's duties. No person may abuse any of the Association's employees, verbally or otherwise. All employees of the Association are under the supervision of the manager and no person shall reprimand or discipline any employee, nor request that an employee leave the Veer Towers for any purpose whatsoever. Any employee not rendering courteous and prompt services should be reported to the manager immediately. No employee is to perform services in a Unit for a Owner/Resident at any time whether on duty or after work hours.

# 11.0 Front Desk & Concierge Policy

<u>Deliveries</u>: The front desk may accept packages and/or delivery of parcels in the absence of the Owner/Resident. Parcels delivered by UPS, Federal Express, the U.S. Postal Service and others that cannot fit in the mailbox may be accepted and held in a secured mail and package room, which can accommodate perishable items for Owner/Resident pickup. Please notify the front desk if you are expecting a package and need assistance. Owners/Residents will provide the concierge coordination instructions including a phone number where they can be reached and an expected time of return. Owners/Residents must present identification when picking up parcels. The Association is not responsible for any potential damage or deterioration of stored packages or other delivered items.

<u>Dry Cleaning</u>: At least one dry cleaning company will be providing services to the Residents of Veer Towers. Please check with the front desk for pick up and delivery dates and times and an available price list.

<u>Guests</u>: All guests, vendors and/or other invitees must be registered with Concierge/Front Desk staff prior to arrival. All Guests and/or vendors must stop at the Concierge desk for authorization approval prior to be sent up to the unit. Concierge and/or Front Desk staff must make contact with the Resident by phone to seek approval prior to sending guests/vendors up the elevator unless otherwise stated in the Resident's Front Desk Instructions.

<u>Newspapers</u>: Any Owner/Resident who will have newspapers delivered to Veer Towers must register their subscription with the front desk.

<u>Concierge</u>: Full-service Concierge is available to Owners/Residents via phone or at the front desk daily to assist with all of your needs.

<u>USPS</u>: Your local Post Office location is 3100 Industrial Road. They may be reached at (702) 735-8507. For hours of operation and other post office locations, call (800) ASK-USPS or (800) 275-8777.

# 12.0 Sale or Lease of Units Policy

Owners of Units must notify the Management Office when a residence has been listed for sale or lease. In such a case, the Owner shall complete the Real Estate Access Authorization form, for selling, and/or Leasing Agent Access Authorization form identifying either the listing broker/agent or any agent. It is the Owner's responsibility to inform the broker/agent of all the appropriate rules and regulations.

Units shall be shown by appointment only with access provided by the Owner or via the front desk with the proper documentation.

Broker/agent is not to loiter in the lobby or wander through the Common Elements. Broker/agent's sole purpose shall be to show a specific property at Veer Towers with reasonable access to Common Elements.

There shall be no open houses or group showings of a Unit.

No open house signs, flags, banners, etc., shall be displayed on any Unit and/or Common Elements.

Upon entering into an agreement for the sale of a Unit, the Owner shall provide written notice to the Board via the Management Office of the sale agreement and furnish the names of the prospective purchaser and both parties' real estate brokers and/or agents, including the brokers and/or agents' telephone numbers. Furthermore, the Owner shall also inform the Management Office when the parties have closed the sale of the Unit and the new Owners shall be advised to contact the Management Office.

No portion of a Unit (other than the entire Unit) may be rented. All leases shall be in writing, and submitted to the Management Office no less than two (2) weeks in advance of occupancy or lease renewal, including a Crime Free Lease Addendum must also be completed and provided to the management office with the lease. Copies of Crime Free Lease Addendum may be obtained from the management office. Failure to provide the documentation required hereunder shall constitute a breach of the governing documents and subject the owner to violations. No leases shall be amended or modified without the Board's acknowledgement. All leases of any Unit must be in accordance with the Association Governing Documents and submitted to the Management Office with the appropriate fees. No Unit may be leased for less than six (6) months or more than twice a year.

A copy of the Association Governing Documents and this Community Handbook shall be provided by the Owner to each tenant, lessee or new owner.

New Owners/Residents should contact the Management Office to schedule a time for an orientation to acquaint themselves with the Association's facilities and rules & regulations and to sign and/or provide the appropriate documents. Renters must attend orientation within one week prior to their lease start date or an Owner shall receive a violation notice and may be subject to a monetary fine for non-compliance.

It is the responsibility of the Owner to provide all individual Unit keys and access devices to the lessee at the time of the lease commencement. Access devices may also be obtained through the Management Office at the current established cost and restrictions. Only current residents may have

active access devices; therefore, any non-transferred devices will be deactivated upon the commencement of a lease.

The Owner shall, at all times, be responsible that their tenant or lessee comply with all of the provisions of the Association pursuant to the occupancy and use of the condominium.

The tenant or lessee shall have no voting rights in the Association unless a proxy is provided in accordance with the Association Governing Documents and Chapter 116. Listed below are the various steps for lease approval.

The term of the lease must be a minimum of six (6) months.

The Owner/Renter Agreement form must be completed in its entirety prior to lease approval.

A tenant deposit equal to the lesser of \$1,500 or one month's rent must be provided unless the Owner specifically requests that this fee be waived and Board consent is given.

A tenant must provide evidence of insurance coverage with the same requirements as that of an Owner.

A move-in deposit in the form of a <u>business or personal check</u> payable to Veer Towers Unit Owners Association which is refundable once the post inspection is completed.

The service elevator must be reserved at least one (1) week in advance with the Management Office.

The new resident orientation must be scheduled with the Management Office within one week.

The Owner is responsible for providing the lessee or tenant with a copy of <u>all</u> Association Governing Documents and the Community Handbook.

If the Owner's "packet" is in the Management Office, upon receipt of written request, the Management Office will provide the lessee or tenant with the requested items. Otherwise, the Owner and/or property manager is responsible to provide all items including unit keys, key fobs, etc.

An emergency telephone number and the resident's home number must be provided to the Management Office prior to move-in.

# 13.0 Trash Policy

Trash and garbage must be securely wrapped and contained in sturdy and manageable plastic bags and placed down trash chutes. Each floor is equipped with a Trash Chute Room.

The trash chute opening is 15" X 18". Trash must weigh 30 pounds or less, so the trash chute does not incur damage.

Boxes and large items may not be placed in the trash chutes. Owners must break down boxes and contact the front desk for assistance in their removal.

It is the responsibility of the delivering company to remove debris resulting from deliveries of furniture or other items that are packaged in large boxes.

Large discarded items such as old furniture and appliances are the sole responsibility of the Owner/Resident to remove from the premises and dispose of properly.

Hazardous materials or combustible materials, such as paint products or chemicals, shall not be placed in the trash chutes; and such materials shall be disposed of offsite (not in the Master Project) in accordance with federal, state and/or local laws or ordinances.

No trash, garbage or other items shall be placed outside of a Unit door.

Anyone caught attempting to dispose unauthorized, hazardous or items too large for the chutes that results in a chute back-up or other damage to the trash chutes will be penalized to the fullest extent possible in addition to the total cost incurred by the Association to repair any damage, retrieve and properly dispose of the unauthorized items.

All trash will be taken off property to a recycling and sorting facility. Please make sure that all personal information is shredded prior to depositing into any trash facility.