

As of May 28, 2008, the homeowners of the Lafayette Place Homeowner's Association hereby ratify the following amendments to the Lafayette Place HOA Declarations, By-Laws, and Rules and Regulations; to whichever each amendment applies. Where there is any such conflict, contradiction, or inconsistency with the existing Lafayette Place HOA Declarations, By-Laws, or Rules and Regulations, these amendments shall supersede any such language to which each amendment applies. Should any of these amendments, in whole or in part, now or in the future, conflict with or contradict any applicable local, State, or Federal laws, any such law will prevail.

1. To the extent it is possible, and except for any such instance where it is otherwise required by law, the Lafayette Place HOA shall endeavor to be a "paperless" HOA. As such, upon joining the Lafayette Place HOA, each homeowner will be asked to give approval to receive all HOA correspondence in electronic, or "e-mail", format, and will be required to provide a valid e-mail address to which the HOA can send such correspondence. Homeowner then agrees that approval to receive HOA correspondence in e-mail format shall meet any and all notification requirements contained in the Lafayette Place HOA's Declarations, By-Laws, and Rules and Regulations. Should any homeowner choose not to give approval to receive HOA correspondence in e-mail format, and thus desires to receive all HOA correspondence in hard copy format, it is understood that all printing, handling, and postage costs associated with such correspondence will be passed along to the homeowner and is due and payable as added HOA dues.
2. Should any adverse action against the Lafayette Place HOA initiated by a homeowner (legal or otherwise) require the allotment of any HOA time, resources, or representation (legal or otherwise) in order for the HOA to respond to such action, all such costs associated with the Lafayette Place HOA's efforts to respond to, defend itself against, and/or resolve any such action will be at the full expense of said homeowner, due and payable as added HOA dues, in all instances where the Lafayette Place HOA is the prevailing party.
3. Before any legal action can be initiated by any homeowner against the Lafayette Place HOA, both the homeowner and the HOA agree that any such action must first be subject to an alternative dispute resolution (ADR) and/or mediation process, without the participation of any attorney representing either the homeowner or the HOA. Such an effort can be initiated only by written notification from the homeowner to the HOA of the homeowner's intent to initiate a legal action against the HOA. In such an instance, an ADR/mediation professional will be selected per the mutual agreement of the homeowner and the HOA. If the homeowner and the HOA are unable to agree upon such a professional, each party shall be permitted to submit one such professional of their choosing, and the selection will be made by the toss of a coin.
4. Homeowner interference with any external relationships of the Lafayette Place HOA (service providers, partners, adjacent property owners, etc.) is prohibited and will be subject to fines as determined by the Lafayette Place HOA Board of Directors, as well as full liability of the homeowner for any costs associated with any remedy or resolution to any such interference.
5. The only signage allowed on the premises of the Lafayette Place HOA will be a sign provided by the Lafayette Place HOA that reads: "Condo for Sale. Contact Your

Broker.” No rental related signage will be allowed on the premises. Any homeowner wishing to place his/her unit on the market shall be required to contact the Lafayette Place HOA and request that said sign be placed in the right of way along 18<sup>th</sup> Avenue. The HOA or the homeowner/homeowner’s real estate agent shall provide a weather-proof “Info Tube” to be attached to the sign that will contain any such marketing materials about said homeowner’s unit, to be supplied and stocked by homeowner/homeowner’s real estate agent.

6. Natural gas expenses shall be shared by adjacent upstairs/downstairs homeowners per the existing policy as outlined in the Lafayette Place HOA Declarations. Said policy may be replaced by an agreement reached independently by respective upstairs/downstairs homeowners. The enforceability of such an independent agreement shall be subject to the approval of the Lafayette Place HOA Board of Directors, in advance or retroactively.

7. Each homeowner shall be fully responsible for the maintenance, repair, or replacement of any Limited Common Element appurtenant to that homeowner’s unit. Any maintenance, repair, or replacement of any Limited Common Element may be performed only with the approval of the Lafayette Place HOA.

8. Related to any units that are not owner-occupied, the following criteria shall be added to, or amend, any applicable stipulations in the Lafayette Place HOA Declarations, By-Laws, or Rules and Regulations:

- a. No more than 6 Lafayette Place units may be non-owner occupied at any one time.
- b. Any homeowner with a non-owner occupied unit must have valid lease agreement on file with the HOA at all times.
- c. Upon the expiration of any such lease agreement, the homeowner has 45 days to re-file a valid lease agreement with the HOA.
- d. Any homeowner wishing to obtain non-owner occupied status must first request status approval from the Lafayette Place HOA before entering into any lease agreement, by written request.
- e. In the instance that 6 units possess non-owner occupied status, a list of additional homeowners requesting non-owner occupied status approval shall be initiated and maintained by the HOA. Non-owner occupied status shall be granted to homeowners in order of request. Requests for non-owner occupied status shall only be denied if the limit of 6 units with non-owner occupied status has been met, or if a homeowner’s unit is in violation of the non-owner occupied status criteria defined herein.
- f. Any homeowner whom is granted non-owner occupied status has 45 days to submit a valid lease agreement to the HOA. Upon expiration of said 45 days, the homeowner will lose said status and must re-submit a request for non-owner occupied status before entering into any lease agreement.
- g. Violation of any of these non-owner occupied criteria may result in immediate termination of any such non-owner occupied use, per the discretion of the Lafayette Place HOA Board of directors.