

METRO SUITES CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

The following Rules and Regulations are adopted in accordance of Section 15. Associations Paragraph A. (1) of the Condominium Declarations.

Definitions In addition to the definitions contained within the Condominium Declarations and for the purpose of these Rules and Regulations, the following definitions shall apply.

"Occupant" means Owner, unit owner, tenant, employees, agents, invitees, contractors, vendors, or any combination thereof that shall occupy or make use of a condominium unit.

"Manager" means collectively the Metro Suites Condominium Association, its board of directors and management company engaged by the Metro Suites Condominium Association to manage the Common Elements.

"Building" means the entire structure comprising of all of the condominium units and the common areas.

"Unit" means any individual condominium unit.

1. The sidewalks, entries, passages, corridors, stairways and elevators of the Building shall not be obstructed by any Occupant, or used for any purpose other than ingress to and egress from a Unit.

2. Significant moving and/or deliveries of furniture, equipment or supplies will be moved in or out of the Building only during such hours and in such manner as may be prescribed by the Manager and upon no less than forty-eight (48) hours prior notice to Manager. Occupant shall cause its movers to use only the loading facilities designated by Manager. In the event Occupant's movers pay to Manager the amount required to repair said damage. Occupant shall have its moving company supply the Manager with a Certificate of Insurance, naming the Metro Suites Condominium Association as additional insured. The minimum limits of liability insurance shall be One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury, property damage and personal injury; and Two Million Dollars (\$2,000,000.00) per location aggregate

3. No safe or articles, the weight of which may in the opinion of Manager constitute a hazard or damage to the Common Areas, Unit, Building or Building's equipment, shall be moved into the Premises.

4. Safes and other equipment, the weight of which is not excessive, shall be moved into, from and about the Building only during such hours and in such manner as shall be prescribed by Manager; and Manager shall have the right to approve the location of such articles in the Unit. In the event that a structural engineer shall be engaged to verify the placement of any safe or other equipment, the cost to engage such structural engineer shall be the responsibility of the Occupant.

5. No sign, advertisement, or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless such color, size and style and in such place upon or in the Building, as shall be first designated and approved in writing by Manager; provided, however, there shall be no obligation or duty on Manager to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building except as otherwise provided. No furniture shall be placed in front of the Building or in any lobby or corridor, without the prior written discretionary consent of Manager. Manager shall have the right to remove all non-permitted signs and furniture, without notice to Occupant, and at the expense of Occupant.

6. Occupant shall not do or permit anything to be done in the Unit or Building, or bring or keep anything therein which would in any way increase the rate of fire insurance on the Building or on property kept therein, constitute a nuisance or waste, or obstruct or interfere with the rights of other Occupants, or in any way injure or annoy them, or conflict with any rule or ordinances of the Fire Department or of the Department of Health of the City and County where the Building is located.

7. In the event that an Occupant shall employ any established and legitimate janitor company or it's choosing for the purpose of cleaning or taking care of the Unit. The janitor company shall show proof of general liability insurance in an amount of no less than \$1,000,000.00, and shall submit a certificate of insurance naming the Metro Suites Condominium Association as co-insured. Manager shall be in no way be responsible to Occupant for any loss of property from the Unit, however occurring, or for any damage done to Occupants furniture or equipment by the janitor or any of janitor's staff, or by any other person or persons.

- 8. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Occupant shall be paid for by Occupant. No person shall waste water by tying back or wedging the faucets or in any other manner.
- 9. No animals shall be allowed in the Units, Common Elements, or elevators in the Building. No animal shall be tied to, or attached by any other device to the exterior of the Building and left unattended. This rule does not apply to any legitimate animal used to assist a physically-impaired person.
- 10. No vehicles, including bicycles, shall be permitted in the in the Building nor shall any vehicles be permitted to obstruct the sidewalks or entrances of the Building. All bicycles shall be parked outside in designated bike racks.
- 11. Occupants shall not allow anything to be placed on the outside of the Building, nor allow anything to be thrown by Occupant, out of the windows or doors, or down the corridors, elevator shafts, or ventilating ducts or shafts of the Building. Occupant, except in case of fire or other emergency, shall not open any outside window.
- 12. No additional lock or locks shall be placed by Occupant on any door in the Building unless written consent of Manager shall first have been obtained. Manager will furnish a reasonable number of keys to the toilet rooms if locked by Manager, and Occupant shall not have any duplicate keys made.
- 13. No window shades, blinds, screens, draperies or other window coverings will be attached to any exterior windows of an Occupants Unit or detached by Occupant without Manager's prior written consent. Occupant agrees to abide by Managers rules with respect to maintaining uniform curtains, draperies and/or linings at all windows and hallways.
- 14. No awnings shall be placed over any window.
- 15. If Occupant desires telegraphic, telephonic or other electric connections, Manager will direct the electricians as to where and how the wires may be introduced and without such directions, no boring or cutting for wires will be permitted. Any such installation and connection shall be made at Occupants expense.

16. Occupant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical operation in the Unit, Common Elements or Building. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives, firearms or other articles deemed extra hazardous shall not be brought into the Building.
17. Occupants shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Common Elements of the Building, and any defacement, damage or injury caused by Occupant, shall be paid for by Occupant.
18. Occupant shall not obstruct or interfere with the rights of other Occupants of the Building, or of persons having business in the Building, or in any way injure or annoy such Occupants or persons.
19. Occupant shall not commit any act or permit anything in or about the Building which shall or might subject Manager or other Occupants to any liability or responsibility for injury to any person or property by reason of any business or operation being carried on in or about the Building for any reason.
20. Occupant shall not use the Building for lodging, sleeping, cooking (unless the Premises are being used as an approved restaurant), or for any immoral or illegal purpose or for any purpose that will damage the Building, or the reputation thereof. No occupant shall cook on any open burner device, microwave and coffee makers excepted.
21. Canvassing, soliciting, and peddling in the Building are prohibited, and Occupant shall cooperate to prevent such activities.
22. Occupant shall not conduct mechanical or manufacturing operations, cook or prepare food or place or use any inflammable combustible explosive, or hazardous fluid, chemical, device, substance or material in or about the Building. Occupant shall comply with all statutes, ordinances, rules, orders, regulations and requirements imposed by governmental or quasi-governmental authorities in connection with fire and panic safety and fire prevention and shall not commit any act or permit any object to be brought or kept in the Building, which shall result in a change of the rating of the Building by the Insurance Services Offices or any similar person or entity.

- 23. Occupant shall not use the Unit or Building for manufacturing or for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Occupants general purposes. Occupant shall not occupy the Unit or permit any portion of the Building to be occupied for the manufacture or direct sale of liquor, narcotics, or tobacco in any form. Occupant shall not conduct in or about the Building any auction, public or private, without the prior written approval of Manager.
- 24. Occupant shall not use in the Building any machines, other than the standard machines found in general office use such as computers, typewriters, calculators, copy machines and similar machines, without the express prior written consent of Landlord. All equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise or annoyance. Tenant shall not cause improper noises, vibrations, or odors within the Building.
- 25. Occupant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building except in the refuse containers provided therefore. Occupant shall not introduce into the Building any substances which might add an undue burden to the cleaning or maintenance of the Premises or the Building. Occupant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building clean and free from rubbish.
- 26. Occupant shall use the Common areas only as a means of ingress and egress, and Occupant shall permit no loitering by any person upon Common Areas or elsewhere in the Building. The Common Areas and roof of the Building are not for the use of the general public, and Manager shall, in all cases, retain the right to control or prevent access thereto by all persons whose presence in the judgment of Manager shall be prejudicial to the safety, character, reputation or interests of the Building and its occupants. Occupant shall not enter the mechanical rooms, air conditions rooms, electrical closets, or similar areas or go upon the roof of the Building without the express prior written consent of Manager.
- 27. Manager reserves the right to exclude or expel from the Building any person, who, in the judgment of Manager, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of the rules and regulations of the Building.

- 28. Occupant shall not use the washrooms, restrooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and Occupants shall not deposit any sweepings, rubbish, rags or other improper substances therein. Occupants shall not waste water by interfering or tampering with faucets or otherwise. If Occupant or its employees, contractors, jobbers, agents, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Occupants expense and Manager shall not be responsible therefore.
- 29. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the common areas of the Building shall not be covered or obstructed by Occupant, through placement of objects upon windowsills or otherwise. Occupant shall cooperate with Manager in obtaining maximum effectiveness of the cooling system of the Building by closing drapes and other window coverings when the sun's rays fall upon the windows of the Premises. Occupant shall not obstruct, alter or in any way impair the efficient operation of building's heating, ventilating, air conditioning, electrical, fire safety, or lighting systems.
- 30. Subject to applicable fire or other safety regulations, all doors opening into Common Area and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress and egress. If Occupant uses the Premises after regular business hours or on non-business days, Occupant shall lock any entrance doors to the Building or to the Premises used by Occupant immediately after using such doors.
- 31. Occupant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof applicable to the presence, storage, use, maintenance and removal of toxic, hazardous or contaminated substances (collectively, "hazardous material") in, on or about the Premises, which presence, storage, use, maintenance or removal is construed to mean that Owner has given or will give its consent to Occupant's storing, using, maintaining or removing hazardous materials in, or about the Premises.
- 32. Occupant shall not permit its employees or agents to smoke in any lobby, hallway or restroom with the Building Complex or in any other areas of the Building Complex. Occupant shall comply with all local municipal ordinances regarding smoking on or about the exterior of the Building.

33. Occupant agrees to comply with all such rules and regulations upon notice to Occupant from Manager thereof. In the event of any breach of any rules and regulations herein set forth or any unreasonable amendments, modifications or additions thereto, Manager shall have all remedies as in the Condominium Declarations provided for in the Event of Default by Occupant.

34. Prior to any Occupant performing any construction or alterations to the Unit, Occupant must first submit architectural plans to the Architectural Control Committee for approval. Occupant is allowed to use the contractor of their choosing for performing any construction or alterations. Contact Manager for additional rules and regulations for construction within the building.

35. No Occupant shall disturb the occupants of this or adjoining buildings or premises by the use of any radio, sound equipment or musical instrument or by the making of loud or improper noises, either vocally or by any other means.

36. No Occupant shall cause any obnoxious odors that shall disturb the occupants of this, or adjoining buildings.

37. All window coverings, interior paint and interior carpet visible from the exterior of any Unit must have prior, written approval of the Board of Directors which shall serve as the Architectural Control Committee for the Building. No other window coverings, interior paint and interior carpet shall be installed in any portion of a Unit visible from the exterior of any Unit that does not meet the building specifications as determined by the Architectural Control Committee. Manager, or a person so designated by the Manager, shall have written criteria for building specifications upon request of the Occupant and no substitutions shall be made without prior written approval of the Architectural Control Committee.

38. Each Owner shall procure and maintain at its own cost at all times insurance coverage on Tenant's Property and the contents of the Premises, commercial general liability insurance, including coverage for bodily injury, property damage, personal injury (employee and contractual liability exclusions deleted), products and completed operations, legal liability and broad form property damage liability, host liquor, legal liability and broad form property damage with the following limits of liability: One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury, property damage and personal injury; and Two Million Dollars (\$2,000,000.00) per location aggregate. All such insurance shall be

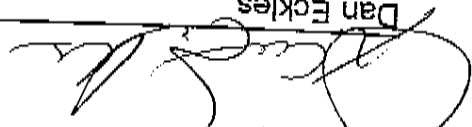
authorized to do business in Colorado. All such policies shall name Metro Suites Condominium Association as an additional insured, and shall provide that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Manager. All insurance maintained by owner shall be primary to any insurance provided by Metro Suites Condominium Association. If Owner obtains any general liability insurance policy on a claims-made basis, Owner shall provide continuous liability coverage for all claims arising, regardless of when such claims are made, either by obtaining an endorsement providing for an unlimited extended reporting period in the event such policy is canceled or not renewed for any reason whatsoever or by obtaining new coverage with a retroactive date the same as or earlier than the expiration date of the canceled or expired policy. Owner shall provide certificate(s) of such insurance to Manager upon purchase of a Unit and at least thirty (30) days prior to any annual renewal date thereof and upon request from time to time and such certificate(s) shall disclose that such insurance names Metro Suites Condominium Association as an additional insured, in addition to the other requirements set forth herein.

39

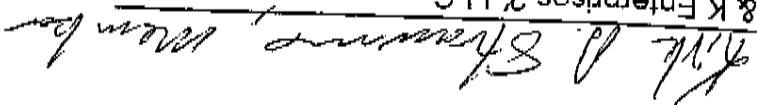
Occupancy for each Unit is restricted to five (5) employees for each 1,000 square feet of floor space, or portion thereof, within each Unit unless by written approval of Manager.

40. Subject to the Parking Agreement with the Office Park, employee parking for each Unit is restricted to five (5) spaces for each 1,000 square feet of floor space, or portion thereof, within each Unit unless by written approval of Manager. Parking stalls may not be reserved or assigned. The Manager reserves the right to designate employee and/or customer parking areas as necessary.

IN WITNESS WHEREOF, we, being all of the directors of the Metro Suites Condominium Association, have agreed to establish the above Rules and Regulations, this 24 day of August, 2006.


Dan Eckles


Alexander R. Read


Kyle A. Starnes, Member
P & K Enterprises 2, LLC
Two