SUN POINTE VILLAGE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
OF THE ASSOCIATION

The following rules and regulations are adopted by Sun Pointe Village Condominium Association, Inc. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01. Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Sun Point Village, a condominium (the "Declaration").

1.03. Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02. Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04. Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association except that a satellite dish not greater than 18 inches in diameter may be erected on a Unit at such location as is permitted and directed by the Association.

2.05. Laundry. No laundry is to be hung on the balcony or in windows for any reason.

2.06. **Limited Common Elements.** All decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills and for patio and deck furniture.

ARTICLE III

USE RESTRICTIONS

3.01. **Animals.** Unit Owners shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a combined weight limit of fifty (50) pounds, two (2) dogs per unit. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in a Unit. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances.

3.02. **Damage to Common Elements.** Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. **Maintenance of Unit.** All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04. **Maintenance of Common Elements.** Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05. **Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06. **Storage.** The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.07. **Salting.** Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

3.08. **Landscaping.** Unit Owners may not plant outdoor vegetation within the Common Elements. Unit Owners may place pots and other flower containers on that Unit's porch or patio Limited Common Element.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01. **Obstructions.** Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02. **Parking.** Unit Owners shall not be permitted to park their vehicles in any space other than their garages and in the areas of their driveway immediately in front of the garage door for that Unit and/or in other assigned spaces pursuant to rules adopted by the Condominium Association. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

4.03. **Service and Recreational Vehicles.** Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04. **Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.

4.05. **Garage Door.** The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

ARTICLE V

AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

ARTICLE VI

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit

Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

(a) For the first offense in a given twelve-month period: $50.00.

(b) For the second offense in a given twelve-month period: $100.00.

(c) For the third offense in a given twelve-month period: $250.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of $50.00 for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

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