

SUMMIT PARK CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

(This document supersedes all previous Rules and Regulations.)

March 1, 2008

I. PURPOSE:

For the benefit and protection of the Owners and of the Association, the Board of Directors is required by its governing documents to establish and enforce a set of rules and regulations, uniform and non-discriminatory, as may be necessary for the operation and use of Summit Park Condominiums. These Rules and Regulations may be amended as required. (See Declarations, Article VI, Section 6.5 and the By-Laws, Article VII, Section 8.4)

II. COMPLIANCE:

A. Each Owner of record and any occupant or tenant by acceptance of his deed or lease, agrees to be bound by these Rules and Regulations in accordance with the Declarations, Article VI, Section 6.5 and the By-Laws, Article VII, Section 8.4)

B. Each Owner shall comply with these Rules and Regulations and ensure that his guests, occupants and/or tenants and their guests also comply. Failure to adhere with any of the above shall be deemed grounds for action to recover fines, sums due for damages, or injunctive relief or both, including costs of suit and reasonable attorney's fees.

III. LEASED UNITS:

A. All lease agreements shall be written and for a period greater than 30 days.

B. No Owner may lease less than such Owner's entire condominium unit.

C. All leases shall provide that the terms of the lease, and lessee's occupancy of the condominium unit, shall be subject to the provisions of the Declarations, Articles of Incorporation, By-Laws, and Rules and Regulations, and any failure by the lessee to comply with the terms shall be a default under the lease.

D. Copies of all leases shall be filed in the Association management office within 10 (ten) days of execution. Owners shall provide contact information to the Association for all lessees. All Owners shall remain guarantors of lessee's compliance herewith.

IV. EXTERIOR ELEMENTS:

A. Patios and balconies shall be kept in neat and clean condition and not give the appearance of a storage area by the resident. Patios and balconies are not to be used for storage or drying laundry. Gas or electric barbeque grills, firewood, and outdoor patio furniture and flower boxes are permitted on patios and balconies. Bicycles, shades, curtains, or any other object shall not be hung from the walls or ceilings of

patios or balconies. Toys and bicycles are not to be stored in the hallways or chained to the stairways.

B. Only fully operational and U.L. listed LP gas or electric barbecue grills are permitted. No solid fuel grills of any type are allowed.

C. Parking areas shall not be used for the storage of trailers, motor homes, mobile homes, boats, non-operative vehicles, temporary structures, or any other storage. Removal will be at owner's expense.

D. All guests must park in marked Guest Parking spaces. Vehicles parked in reserved spaces will be towed at Owners expense.

E. No signs or advertising, except one sign placed inside the units window of not more than 5 (five) square feet per condominium unit advertising that the condominium unit is for sale or rent, nor shall any unsightly objects be erected, placed or permitted to remain on the premises,

F. No premises shall be used in any way for any purpose which may endanger the health or cause reasonable disturbance to residents of any condominium unit. Further, no business activities of any kind shall be conducted in any building or in any portion of the property except those permitted by law and the Association.

G. Any exterior antennae and/or satellite dish must be in compliance with the FCC rules and Association policies, which require installation on the roof catwalk and not visible from the ground.

H. No commercial vehicles, including commercial trucks, shall be parked on any road or parking area within the condominium property, except while temporarily engaged in service or transportation to or from a condominium unit. For the purposes of this section, a $\frac{3}{4}$ ton or smaller vehicle, commonly known as a pickup or van, shall not be deemed to be a commercial vehicle or truck.

I. Bicycles, tricycles, big wheels, skateboards, roller blades, etc. are not permitted for recreation on the sidewalks, roads or parking areas within the condominium property.

J. Driving on lawns for any purpose is not permitted. Damage to lawns, shrubbery, trees or sprinkler system will be assessed against persons responsible.

K. Damage or injury to Summit Park Condominium Association common area, and/or elements, will be assessed against the Owner. Failure to pay assessments for damage or injury promptly will result in lien being filed against the unit.

L. Any nuisance shall not be allowed on the condominium property, nor any use or practice which is of annoyance to a resident or which interferes with peaceful enjoyment or possession and proper use of property by its residents. Parties held on patios (particularly those involving music) must be kept reasonably quiet or moved indoors by 10:00 P. M. Sunday through Thursday and by 11:00 P.M. Friday and Saturday.

M. Summit Park Condominium Association property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage will be allowed to accumulate nor any fire hazards to exist on any patio and/or balcony, including any hallway.

N. Bird feeders of any kind which contain bird seed or liquid feed are not to be hung on patios, attached to the buildings, or hung on common area property.

V. STRUCTURAL ALTERATIONS:

No structural alterations to any condominium unit or any common element shall be permitted by any Owner without the prior written approval of the Association.

VI. PETS:

A. Pets. No animals permitted, except domesticated birds or fish and other small domestic animals kept as pets, which are permanently confined indoors, except an aggregate of (2) two domesticated cats or (1) one dog.

Common household pets are limited to dogs, cats, birds, hamsters, fish and the like. Specifically excluded as common household pets, are wolves, leopards, tigers, lions, snakes, reptiles, birds of prey, insects, monkeys, poultry, and the like. Any creature which, in its natural state, produces venom or sera, toxic or non-toxic, or a noxious odor, is also excluded as a common household pet, regardless of whether or not such creatures have been rendered incapable of producing same.

No animal of any kind shall be permitted, which in the opinion of the Association, makes an unreasonable amount of noise, odor or is a nuisance. No animals shall be kept, bred or maintained within the condominium property for any commercial purposes. No pet shall be chained outside of the unit.

B. Restrictions on Dogs. No unregistered dog in excess of 20 pounds at mature weight shall be permitted anywhere at any time within the property of Summit Park Condominium Association. Any person violating this rule shall be subject to all remedies available to the Association including fines and legal action. Additionally:

1. Each condominium unit is limited to one (1) dog whose mature weight is less than twenty (20) pounds and is properly registered.
2. No dog shall be chained or tethered outside any condominium unit or tied or chained to any balconies, patios or other parts of the condominium project, or otherwise left unattended.
3. Residents must keep their dogs on a leash at all times when on the common grounds.
4. No dog shall be permitted to bark, howl, or otherwise create any nuisance or obnoxious odor.
5. Visiting dogs are subject to the same rules as dogs in residence.

C. Regulation of All Pets.

1. No pet shall be permitted to run loose on any common element, and must be leashed at all times when outdoors.
2. No pet shall be permitted to defecate on the walks, driveways, landscape areas or on any common element of the Association without it being cleaned up immediately.
3. Any pet damage to the grass, trees, shrubs or any common element of the Association shall be the responsibility of the Owner.
4. No pet(s) shall be kept for the purpose of breeding, boarding or commercial purposes.
5. All animals shall carry a conspicuous tag showing the proper registration information as required by law.

C. Pet Owner Responsibilities.

1. The Owner of any pet shall assume any and all liability for the pet and comply with the Declarations, By-Laws and Rules and Regulations, including any future rules adopted by the Board.
2. The Owner of any pet hereby releases the Association, its agents and representatives, from any claims or damages relating to such pet and shall indemnify and hold harmless the Association, its agents and representatives, from any and all liability for injuries, damages, enforcement, claims or expenses, including without limitation, reasonable attorney's fees.
3. The Owner of any pet shall insure that it is kept in a clean, quiet, and controlled environment at all times.
4. The Owner of any pet acknowledges that any violation of the pet rules or any other governing document may result in any remedy and enforcement available to the Association, which may include removal of the pet.
5. Each Owner shall advise their guests, occupants, and tenants of the all governing documents including the Declarations, By-Laws and the Rules and Regulations for the Association, and shall be responsible for compliance by their guests, occupants, and tenants, including without limitation, the imposition of fines. Any person entering the Association shall be deemed to be aware of the Declarations, By-Laws and Rules and Regulations and agree to comply fully and are subject to all enforcement procedures available to the Association.

VII. POOL/HOT TUB AREA:

- A. All Owners and their guests, occupants, and tenants who choose to utilize these facilities, do so at their own risk and are aware there are no lifeguards on duty at any time.
- B. Any running, horseplay or other inappropriate use of these facilities is prohibited.
- C. All children under the age of 14 years must be accompanied by a parent, legal guardian or caretaker when utilizing the pool/hot tub area.
- D. Under no circumstances may any guest utilize these facilities without being accompanied by a resident over the age of 18.
- E. Anyone utilizing these facilities must shower before entering the pool/hot tub area.
- F. No one is allowed in the pool/hot tub area after 10:00 p.m. Sunday through Thursday, and after 11:00 P.M. Friday and Saturday.
- G. No glass or other breakable items are allowed in the pool/hot tub area.
- H. Provisions for waste containers are provided for use in the pool/hot tub area.
- I. Radios should be kept at a low volume so as not to disturb others in the pool/hot tub area, or nearby condominium residents.
- J. Residents using the pool/hot tub must not cause a disturbance to other residents.
- K. No pets are allowed in the pool/hot tub area at any time.
- L. The pool/hot tub area is to remain locked at all times to ensure safety and exclusive use by members or their authorized guests. The pool/hot tub key will access the pool/hot tub dressing rooms, and is prohibited from reproduction and/or distribution to unauthorized persons.
- M. A \$50.00 fee will be assessed for any lost pool/hot tub key.
- N. The hot tub will accommodate a maximum of 6 people at a time. Any more than 6 people will hinder the performance of the hot tub as well as the extraction of water.
- O. Smoking is prohibited within the pool/hot tub area.

VIII. GAZEBO/BARBECUE AREA:

- A. Reservations to use this area, including use of the large barbeque unit, are required for residents planning to have 10 or more guests, which should be scheduled through the management office.
- B. A \$50.00 fine will be levied against any resident who does not thoroughly clean the area after use.

C. All reserved gatherings, including guests, shall conclude and leave the area by 10:00 P.M. Sunday through Thursday, and by 11:00 P.M. Friday and Saturday.

D. Music, conversation, and noise shall not cause a disturbance to other residents. Radios must be silenced by 10:00 P.M.

E. Barbecue fires are to be thoroughly and properly extinguished before leaving the area.

F. Lights are to be turned off when leaving the area.

IX. VIOLATIONS:

A. All complaints shall be in writing and shall be submitted to the property manager. Owners are responsible for any violation by their guests, occupants or tenants, and any references herein to "alleged offender" or "offenders" shall refer to the Owner. Any fine assessed for a violation by a guest, occupant or tenant shall be assessed against the Owner.

B. The property manager shall send a letter to the alleged offender within (2) two working days of receipt of the written complaint. A copy of this letter and complaint shall also be sent to the Owner and occupant or tenant involved. Notice shall be deemed effective upon the date that the alleged offender accepts, rejects or fails to acknowledge the letter according to the post marked date.

C. Violation of the Rules and Regulations will result in a fine being imposed against the Owner, but not before receiving an invitation to a hearing before the Board to refute the claims. Subsequently, if fines are imposed, payment is expected as indicated, and may incur additional fines or late fees if not paid as indicated. Failure to pay properly imposed fines and/or late fees, may result in a lien being placed on the property. Fines will be assessed as follows:

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| 1. First Offense: | Warning Letter |
| 2. Second Offense: | Hearing |
| 3. Third Offense: | \$200.00 Fine |
| 4. Fourth and Subsequent Offense(s): | \$300.00 Fine and Lien Filed |

D. The Owner is responsible for preparing and accomplishing eviction action (when necessary) of tenants, residents, or occupants of the unit when mortgaged, leased, rented, shared or occupied by persons other than the Owner.

E. Anyone residing on the site has the right to file a complaint with the Board of Directors, through the property manager.

F. All common area privileges will be suspended for any Owner who is delinquent in Association dues, including late fees and fines, and will remain suspended until such dues, fees, and/or fines are current.

G. Any Owner past due on assessments must relinquish their pool/hot tub keys to the management company until such time as their account is brought current.

X. OWNER'S NEGLIGENCE:

A. Any expenses for maintenance, repair or replacement of the common elements, or any portion thereof, which is caused through or by the negligent or willful act or omission of an Owner and/or a family member, guest, occupant, tenant or invitee, shall be the sole responsibility of the Owner. Any such expenses incurred will be charged to the Owners account and become due and payable to the Association within (7) seven days upon receipt of invoice. Should payment for such expenses not be received as indicated, any additional costs or late fees shall also be applied to the Owners account.

B. All Owners shall maintain heat in the unit of no less than 60 degrees Fahrenheit during winter months, or shall it ever be turned off at any time during winter months, whether occupied or unoccupied. Should damages result as a failure to comply; all related expenses will be charged to the Owner.