

RULES AND REGULATIONS SUMMERHILL CONDOMINIUM

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The following are the Rules and Regulations adopted by the Board of Directors of Summerhill Homeowners' Association pursuant to the authority granted to the Board in Section 10.2.1 of the Declaration of Summerhill Condominium.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community, whether owner, tenant or guest, must abide by the standards of the community and comply strictly with the Declaration, Bylaws and these Rules to promote the harmony and cooperative purposes of the community. Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's unit while they are within Summerhill boundaries.

The Board has classified violations of the Rules into three levels with corresponding monetary fines and each rule is followed by a number indicating the level of fine to be imposed after an initial warning:

- (1)= \$25.00
- (2) = \$50.00
- (3) = \$100.00

Second and subsequent offenses are double these amounts. Penalties assessed against an Owner shall be collectable as delinquent Assessments. Fines will be payable to the Summerhill Homeowners Association within 10 days of notification and a late fee of \$25.00 per month will be assessed against an Owner for late fine payments.

ARTICLE 1. COMPLAINT PROCEDURE AND ENFORCEMENT

1.1 The Board of Directors has the authority to enforce the rules. Please notify the Property Manager or a Board member in writing if there is a problem. The Board has delegated to the Property Manager the authority to take rules enforcement action consistent with the Due Process Rules Enforcement Procedures, including contacting violators to seek compliance and issue warnings.

1.2 Unit owners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each unit owner and tenant is jointly and individually financially responsible for any damage done to condominium property of other owners by all the members of their family or household, their tenants and their guests. Both the unit owner and a non-owner violator may be

penalized for violation of the rules. Penalties assessed against the unit and the unit owner shall be collectible as delinquent assessments.

1 .3 Enforcement of the provisions of the Declaration, Bylaws and Rules and Regulations shall be done in accordance with Due Process Rules Enforcement Procedures which may be adopted and amended from time to time and may be part of the Bylaws or the Rules.

ARTICLE 2. DELINQUENCIES

2.1 "Assessment" means all sums chargeable by the Association against an Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, costs and attorney's fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents.

2.2 Regular monthly Assessments are due on the first day of every month. A late fee of \$25.00 per month will be assessed by the Association against any Assessment account which is not paid in full by the 15th day of the month.

2.3 A fee of \$25.00 will be charged by the Property Manager to an Owner for each check which is returned unpaid.

ARTICLE 3. EXTERIOR CONDITIONS

3.1 In order to preserve the uniform exterior appearance of the buildings, and the common areas and facilities visible to the public, the Board of Directors has the sole authority to provide for the painting and other decorative finish of the buildings, decks, patios, or other common or limited areas and facilities and to prescribe the type and color of such decorative finishes. The common and limited common areas and facilities shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors. Owners are prohibited from modifying the structure or decoration of the buildings, decks or patios, stairways, yard areas or other common or limited areas and facilities, including screens, doors, awnings, rails or other portions of each unit and building visible from the exterior thereof, including draperies, without the prior approval of the Board of Directors. Window coverings must be white or off-white in color. (3)

3.2 Driveways, walks and other portions of the common areas and facilities designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the Board of Directors or by these Rules and Regulations. (2)

3.3 Littering is prohibited. (2)

3.4 Nothing may be placed on or hung over deck railings or fencing. No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored on decks or patios. No flammable liquids or dangerous chemicals are to be stored on decks, patios or other storage areas. (3)

3.5 No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes, blankets, beach towels, etc. on the patios, decks or other common or limited common areas. (1)

3.6 Except as specifically provided in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any unit or from the common areas and facilities without the consent of the Board of Directors. This prohibition shall not apply to "for sale" or "for rent" signs, provided that they are reasonable with respect to size and appearance, the review fee of \$25.00 has been paid, and they are placed in a unit window only, or to seasonal decorations which may be installed or hung from the patio or windows providing such decorations do not violate the insurance or any law or ordinance. All seasonal decorations must be removed at the season's ending. The Board has the right to limit any decorations. (1)

3.7 No owner or occupant shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or roof of the buildings except as authorized by the Board, in writing, prior to any work being done. (3)

3.8: Owners will bring in their garbage and recycling containers on the day of collection. (1) [As amended on March 1, 2001](#)

ARTICLE 4. INSURANCE

4.1 No unit owner or occupant shall permit anything to be done or kept in the units or in the common or limited areas and facilities which will increase the insurance premiums thereon or result in the cancellation of such insurance on any unit or any part of the common or limited areas and facilities, without the consent of the Board of Directors. Additionally, there shall be no storage of gasoline or other volatile combustibles on the premises. (3)

ARTICLE 5. NOISE AND OFFENSIVE ACTIVITIES

5.1 Quiet hours are from 10:00 p.m. to 8:00 a.m. seven days a week. Please take extra care to keep the noise level down during this period. (2)

5.2 Major construction and remodeling activities shall be carried on in the Condominium only between 8:00 a.m. and 6:00 p.m. on weekdays, excluding holidays, unless prior approval for performing such work on weekends shall have been granted by the Board.

(3)

5.3 No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the Condominium except in appropriate containers and locations provided for the collection of same. (2)

5.4 No Owner shall overload the electric wiring or operate any machines, appliances, accessories or equipment in any manner which, in the judgment of the Board, causes an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning, or to the plumbing or electrical system which might overburden the facilities therefore or affect any other unit or the common areas, without the prior written approval of the Board. (3)

5.5 THE CONDUCT OF VISITORS, IN OR OUT OF A UNIT, IS THE RESPONSIBILITY OF THE RESIDENT.

ARTICLE 6 PARKING/VEHICLES

6.1 Speeding and unsafe driving is prohibited. (3)

6.2 All vehicles parked in the Condominium must be registered with the Board or management company or they will be subject to towing at the owner's expense. (1)

6.3 All vehicles parked in the Condominium shall bear valid license plates and tabs. Vehicles must be in running condition and capable of movement at all times. No inoperable vehicles may be stored in the Condominium at any time. Flat tires must be repaired immediately. (2)

6.4 No motor rebuilds, body work or major vehicle repairs or oil changes shall be done on the property. Only very minor adjustments of vehicles are allowed with prior board approval. No work that will produce spillage of any kind on the ground is allowed. (3)

6.5 No vehicle shall be parked in a manner that obstructs another vehicle or takes up more than one parking space. (2)

6.6 No parking at any time in a space assigned to another Owner without his/her express permission. If someone else is parked in your assigned space, you may contact the towing company and have the vehicle towed. You will be required to sign for the tow request. NO PARKING AT ANY TIME IN A FIRE LANE. Vehicles parked in a fire lane are subject to immediate towing. (2)

6.7 Parking spaces are restricted in use for parking of operative passenger motor vehicles. No other types of vehicles, equipment, mobile home, trailers, trucks, campers, boats, RV's or other items shall be parked, kept, maintained, placed, constructed, remodeled, reconstructed or repaired in the driveway or any parking space. The Board of Directors may require removal by the owner thereof of any improperly parked

vehicle, inoperative or unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof. (3)

6.8: Car washing is not allowed on the premises of Summerhill Village Condominiums. (2) [As amended on February 13, 2002](#)

7.0 PETS

7.1 Small, well-behaved domestic pets are allowed, however, pet owners are responsible for their pets. Residents must take all care required to ensure that their pets do not disturb other residents by creating a nuisance or excessive noise or by threatening or assaulting other residents or their pets. (3)

7.2 Dogs must be on a leash or in the arms at all times when outside. Dogs may not be left unattended, tied outside a unit, on patios or decks or any other part of the common areas. (3)

7.3 Residents keeping a pet are jointly and individually responsible for any damage which their pet may do to common areas and facilities or to the property of another owner. Damage done by a pet to the property of another owner is a matter strictly between the pet owner and the person whose property is damaged.

7.4 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. (3)

7.5 Pets are to be fed inside the unit only. (1)

7.6 There shall be no breeding of animals for private or commercial use on the premises. (3)

7.7 The Board of Directors may require the removal of any animal which the Board in exercise of reasonable discretion finds disturbing other unit owners unreasonably or if the owner continues to violate the rules concerning pets, and may exercise this authority for specific animals even though other animals are permitted to remain.

ARTICLE 8. RENTALS

8.1 Owners renting or leasing their units shall provide the Board or management company with a copy of the prospective tenant's application for tenancy, written rental agreement and a check for the \$150.00 lease review fee. The prior approval of the Board is required for all rental or lease agreements. (2)

8.2 Owners renting or leasing a unit must provide their tenants with a copy of all rules of the condominium. Owners will be notified of tenant's failure to comply with the rules and will be held financially responsible for the violations of the rules by tenants and

their guests and for obtaining compliance. (2)

8.3 Owners shall provide the names, telephone numbers and vehicle information of their tenants to the Property Manager. (1)

8.4 If an Owner fails to evict a tenant who is in continuing violation of the rules, the Board of Directors may take appropriate action to do so and charge Owner for the expenses incurred.