

# **SUNSET PARK CONDOMINIUM ASSOCIATION RULES, REGULATION AND POLICIES (Owner Copy) – Updated 05-10-2023**

The following listed policies, rules and regulations were adopted as recently as the 29th day of April, 2015. Many of the policies, rules and regulations were merely a re-enactment of existing policies, rules and regulations; were amended, completely changed or cover areas where no policies, rules and regulations were in effect prior to this date. This document supersedes any and all policies, rules and regulations, which have been enacted prior to this time that deal with the same matters.

These rules may be amended or deleted as the Board of Managers so determines. Proper notification of any such amendments, additions, or deletions to the rules shall be given.

## **87-1 POLICY ON VIOLATIONS: FINES APPEALS AND LIENS**

1. Any violation of the Condominium By-laws or the Policies, Rules and Regulations contained herein shall subject the person and/or unit owner under whose authority that person is on condominium property to a fine or assessment of \$50.00 for the first violation, \$75 for the second violation, and \$100.00 for any subsequent violation unless the specific section sets a different fine or assessment than above. The Board may, at its own discretion, give a unit owner warning of a violation before imposing a fine, but no warning shall be required before sending out the notice of fine.
2. The monthly maintenance fee is due at the Condominium Management Company on the first day of each and every month; failure to comply with this provision shall result in a late charge of \$25.00 per month/per month late. This late charge is to be assessed on the tenth (10<sup>th</sup>) day of said month. **Please refer to Exhibit A attached for total collection procedures.**
3. The Board and/or Condominium Management Company shall have the power to levy fines or assessments upon giving notice of the violation, and amount of the fine or assessment, in writing sent by regular mail to the unit, and to the last known address of the unit owner (if different).
4. Any unit owner or other person against whom the fine or assessment is levied shall have ten (10) days from the date the notice was sent to protest the imposition of the fine or assessment by delivering (in person or by mail) to the Condominium Management Company a written protest of such charge, stating with particularity the reasons the charge should not be imposed.
5. If a written protest is filed within the ten (10) day period, the Board shall consider such protest and may gather further information, reserve, modify, or uphold the violation and/or the fine, at its sole discretion.
6. Upon the Board's final determination, it shall send notice of its determination to the protesting person and said fine or assessment shall be final and shall be immediately due.
7. If any fine or assessment (including condominium fees and special assessments) remain unpaid for a period of 30 days after date due, the Board may place a lien against the unit or the person who owns the unit.

8. If a lien is filed against any unit, the Board shall have the right to collect the reasonable attorney's fees incurred in filing and/or releasing the lien in addition to the amount of the assessment. The amount of such fees shall be clearly stated on the lien notice form sent to the unit owner.
9. The imposition of fines or assessments shall not in any way bar the Board from taking further action for the same violation. The Board shall have the right to impose additional fines or assessments for the same successive violations if such violations continue, and a new notice of violation is sent to the offending party.

### **87-3 ADDITIONS, ALTERATIONS, DECORATION AND MAINTENANCE**

1. The Board of managers has provided pre-approved exterior alterations for the Association. This included window, door and storm door replacement, satellite TV installation, exterior light fixtures, window coverings, window a/c units, and deck paint colors. **Refer to Exhibit B.**
2. Other requests from owners for any additions, construction or alterations to common areas must be presented in advance, and in writing to the Board of Managers. The request will be reviewed at the next Board meeting, and the owner will be notified in writing of Board approval or disapproval. The Board, in its sole discretion, may approve, disapprove, or require alterations of the plans submitted to it.
3. Owners are not allowed to decorate or change the appearance of any common elements or any portion of the buildings (not within the bounds of owner's unit), unless the prior written approval of the Board is obtained.
4. Owners are not allowed to place statues, bird baths, animal feeders (wild or domestic) or similar devices on common elements, patios, decks or balconies unless the prior written approval of the Board is obtained.
5. Nothing shall be altered, constructed in, removed from, or added to the common areas and facilities without prior written approval of the Board; nor shall anything be done which would or might jeopardize or impair the safety or soundness of the common areas or facilities.
6. Except in the case of an emergency, the Board of Managers must be notified prior to any action that affects the common element.
7. Each owner shall maintain and keep his unit in good order and repair and shall do nothing which will prejudice the structural integrity or will increase the rate of insurance on the building in which said unit is situated, or which would be in violation of law. **Please refer to Exhibit C for list of maintenance responsibilities.**

8. Any owner violating this section may be required to remove, replace or modify the offending modification to at his own expense, be assessed for any damages if caused, and be subject to a fine.

#### **87-4 PLANTING ON COMMON GROUND**

There shall be no planting by unit owners or residents on the common elements. However, unit owners or residents may maintain flowers or plants in individual planters, flower boxes or inside the mulched area.

The unit owner who does the planting shall be responsible to the care and maintenance of the planting. If any unit owner fails to take proper care of any planting or allows weeds to grow in any planted area, including flower gardens, the planting may be trimmed, weeded, or destroyed by direction of the Board and an assessment made against the unit owner for the cost of the work done, as well as a fine.

Grounds contractors cannot be held responsible for damage to personal flowers and plants on the common elements from weed killers, sprays, etc.

#### **87-5 USE OF PATIOS/DECKS/BALCONIES**

Patios/decks/balconies are a part of the limited common element and reserved for the exclusive use of the unit to which it is attached. As such, the unit owner is responsible for the repair, replacement and maintenance of the patio/deck/balcony.

The patios/decks/balconies are to be kept in neat and orderly condition. NO rusty or broken furniture, dead plants, appliances, used auto parts or other items may be stored on or under any patio/deck/balcony. If any patio/deck/balcony is kept in a disorderly condition or used for storage so as to create nuisance, eyesore or fire hazard, the board, after a ten (10) day written notice to the unit owner, will levy a \$500 fine and may remove haul away and/or destroy any personal property from such common areas at the owner's expense.

#### **87-5a Barbecue Grills and open flame devices**

No, Barbecue grills, hibachis, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, patio, or porch under any overhanging portion, or within 10 ft (3 m) of any building. No hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be stored on a balcony, patio, or porch. All City/Municipality or government agency's requirements pertaining to the use of these items are also to be strictly adhered to. Violations will be subject to the above deck policy fines.

#### **87-6 PET POLICY**

Each unit shall be allowed to have no more than 2 pets and the total combined weight shall not exceed **45 lbs.** All dogs and cats must be walked on a leash no longer than seven (7) feet; the animal feces deposited on the common areas should be cleaned up immediately. No animal is allowed to be staked out on the common elements, chained to the deck, secured to the building, or chained from inside the building and

running on common elements. A fine of \$50.00 per incident shall be assessed against anyone who violates this policy. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the condominium property upon three (3) days written notice from the Board of Managers.

#### **87-7 SIGNS AND COMMERCIAL ACTIVITIES**

1. Signs of any kind are not permitted to be displayed outside of any unit (also signs may not be displayed in any window) without prior written approval of the Board. This applies to owners, lessees, or others including realtors.
2. Unit owners shall not cause or permit anything to be hung or displayed on the outside of any unit or placed on the outside walls of any buildings. No signs, awnings, canopy, radio or television antenna shall be affixed or placed upon the exterior walls or roof of any of the buildings without prior written approval of the Board.
3. Offensive or commercial activities, including any activity which constitutes a nuisance, shall not be permitted.
4. Each unit shall be used as a single family residence and for no other purpose.

#### **87-8 TRASH**

All trash must be placed in plastic bags, tied securely and disposed in approved trash receptacle. Large cartons and unwanted items must be removed by the resident or arrangements made with the trash company for removal and payment. All boxes are to be broken down and not left next to trash receptacles.

#### **87-11 PEACE DISTURBANCE AND NUISANCE**

1. Any person who is a resident of the condominium shall conduct themselves in a manner so as not to disturb the peace of other residents. Be considerate of your neighbor. This includes, but is not limited to, yelling, playing a stereo, TV, or musical instrument loudly or having a loud party, in such a manner that the noise is clearly audible in another unit. Having a party on the common elements without authorization of the Board is strictly prohibited. Any illegal activity and/or use of alcohol by minors are prohibited. Leaving trash or garbage on the common areas or allowing foul odors to emit onto such areas or into other units is prohibited.
2. Peace disturbance is considered a police matter and the affected unit owner is responsible for calling the police and registering a complaint.

3. Fireworks and firearms (including air rifles, BB guns, bow and arrows, and pellet guns) shall not be discharged in Sunset Park Condominiums.
4. Any unit owner, tenant, their family, guest, invitees or other persons located in the unit they occupy shall be subject to a fine for violation of this policy and such fine, if unpaid, shall constitute a lien against the unit.

### **87-12 VANDALISM OR DAMAGE TO COMMON ELEMENTS OR OTHER UNITS**

Anyone who intentionally damages part of the common elements shall be responsible for paying to repair the damage. In addition, the Board may impose a fine for any damage caused intentionally or recklessly. This fine may be assessed against the unit owner or the tenant at the Board's discretion. The person or the unit owner under whose authority or invitation the person was on the premises shall be subject to a fine and assessment for repairing the damage. Parents are responsible for the conduct of their children.

### **94-1 SUNSET PARK CONDOMINUM PARKING POLICY**

#### **GENERAL**

Each unit owner, or members of the immediate family of said unit owner, and other persons on the premises under the valid authority of the unit owner, shall have the right, for the purposes of access, to make use of the parking area situated on the property. Parking spaces in the parking area shall be assigned by the Board of Managers to unit owners for the purpose of parking automobiles or passenger vehicles authorized by said unit owners. Any large vehicle (i.e., trucks rated over one ton, bus, r.v., trailer, mobile home, boat) or commercial vehicle (i.e., vehicle with commercial lettering on the vehicle) or vehicle which is a nuisance or eye sore due to rust, body damage, flat tire, being non-operable, having no current license, no current inspection, or due to other causes, may not be parked on the common elements without prior written approval of the Board.

Commercial trucks, including moving vans, are allowed to be parked only during time required to perform service to unit owner and shall not block or impede means of access and/or egress of other residents. Owners utilizing such services should be mindful of their neighbor's needs.

The Board of Managers may at any time change the parking assignments indicated on the Plat. The Board of Managers may designate "visitor parking", "handicap parking", "no parking" areas and shall have the right to enforce all driving and parking rules, by towing offending vehicles as well as other means authorized under the Declaration, including fines.

#### **NUMBERED SPACES**

Certain spaces have a number painted on the space. All such spaces are reserved for particular units. Only vehicles belonging to residents of, or visitors to the unit to which the space is assigned may park in such space. All other vehicles are subject to fines, towing or both.

### **UNNUMBERED SPACES**

Unnumbered spaces are for visitor parking or for resident parking of vehicles.

### **TOWING**

Any vehicle parked in violation of this policy shall be subject to towing without prior notice (except for those posted in the complex) at the vehicle owner's expense. Towing can occur even during the period of time that a person may be contesting a fine, unless written notice from the Board is received stating that the towing provision will not be used during the procedure.

### **GARAGES**

Garages can be used by the unit owner to park any vehicle which can fit entirely within the garage with the door closed.