

## RULES AND REGULATIONS OF THE ASSOCIATION As Amended August 1, 2005

The following rules and regulations are adopted by Sunset Condominiums at Northern Bay Owners 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 so such terms by the Declaration of Condominium for Sunset Condominiums at Northern Bay (the "Declaration").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock, or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 50° Fahrenheit during the winter months.

1.05 Doorways. Unit Owners shall not prop open the Building's doors to the stairwells or to the outside.

### ARTICLE II

#### APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit (other than ~~the Hotel Unit and~~ the Community Clubhouse Unit) without the written consent of the Association. 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. The ~~Hotel Unit Owner and the~~ Community Clubhouse Unit Owner shall have the signage rights set forth in the Declaration. **NOTE:** The third Amendment to the Declaration states that: "All references to "Hotel Unit" in the Declaration are hereby deleted, namely Sections 3.02, 6.02 and 8.05." However, it did not specifically change the "Rules and Regulations of the Association" to conform.

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, television antennae, satellite dishes with a diameter in excess of one meter, 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 Laundry. No laundry is to be hung on the balcony or in windows for any reason.

2.05 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 patio and deck furniture.

### ARTICLE III

#### USE RESTRICTIONS

3.01 Pets.

- a) Animals shall not be kept in any Unit or any part of the Building in which the Unit is a part, nor on any patios or balconies or upon any Common Elements or other part of the Condominium, EXCEPT that dogs (other than Pit Bulls and Rottweilers) and cats and other common domesticated household pets not to exceed two (2) in number, may be kept by Unit Owners within each Unit Owner's respective Unit, but shall not be maintained for breeding purposes.
- b) Dogs and cats shall be carried or kept on a leash at all times when not in the Units. No other pets shall be allowed outside a Unit other than for ingress and egress. Pets shall not be permitted to commit our cause a nuisance or unreasonable disturbance.
- c) Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for the immediate clean up of their pets (dogs, cats, etc.) regardless of the circumstances. Failure to promptly collect and remove pet waste will result in a \$25.00 waste removal charge per occurrence.
- d) Unit Owners are pecuniarily liable for any damage to the Common Elements, the property of the Association or the property of other Unit Owners and any of their guests or invitees, including, but not limited to carpeting, doors, walls, paintings or lawns committed or caused by their pets.
- e) No Unit Owner may bring a Pet into a Unit or onto the Common Elements without first having completed and delivered to the Association a Pet Addendum in the form attached to these Rules and Regulations. Any pet found in a Unit or about the

Common Elements and not described on a Pet Addendum shall be subject to immediate removal by the Association.

- f) Unit Owners shall ensure that the Unit Owner's pet does not at any time disturb any other Unit Owner or occupant of a Unit or a user of the golf course or Common Elements, or damage the property. If in the Association's opinion and discretion the pet has disturbed or is disturbing any other Unit Owner or occupant or user or has caused or is causing damage to property, then the Unit Owner shall permanently remove the pet from the Unit and the Condominium within ten (10) days after written request. A Unit Owner's payment for damage caused by the pet shall not entitle the Unit Owner to keep the pet. A Unit Owner's failure to permanently remove the pet as provided above or failure to comply with all other terms in the Pet Addendum shall constitute breach of these rules.
- g) Unit Owners shall take adequate precautions and measures necessary to eliminate pet odors within and around their Unit and maintain the Unit in a sanitary condition at all times.

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 Unit Rental. With exception of Units owned by the Declarant and Units foreclosed upon by mortgagees who have reserved the right to rent the same, no portion of a Unit or an entire Unit may be rented without the prior approval of the Association.

3.04 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.

3.05 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.

3.06 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.

3.07 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.

3.08 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.

## ARTICLE IV

### HARBOR AREA

4.01 Guests. A Unit Owner, Estates Owner or boat slip tenant may invite family members residing in the Condominium Unit or up to two guests per day to use these facilities. The Unit Owner, Estates Owner or boat slip tenant must be present when guests are in the Harbor Area. All invited family members and guests shall be under the personal control of the Unit Owner, Estates Owner or boat slip tenant who is responsible for their conduct and safety.

4.02 Pets. No pets are permitted in the Harbor Area at any time.

4.03 Association Property. No Association equipment, furniture or property shall be removed from the Harbor Area.

4.04 Conduct. No running, pushing or scuffling is permitted in the Harbor Area. No glass objects shall be brought into the Harbor Area. All Unit Owners, Estates Owners, boat slip tenants and their guests use these facilities at their own risk.

4.05 Boat Slips. The Association's board of directors, or Harbor Master if so appointed, shall develop a procedure for and shall be responsible for, the construction of boat slips and for the assignment of those boat slips to Unit Owners, Estates Owners and members of the general public. The Association assumes no responsibility or liability for any watercraft, boat hoists or other property associated with watercraft that are berthed or moored in the Harbor Area. The boat slip tenants should obtain adequate insurance coverage and will be responsible for the installation and removal of these items each season.

## ARTICLE V

### VEHICLE RESTRICTIONS

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

5.02 Parking. Unit Owners shall not be permitted to park their vehicles in any space other their assigned spaces. 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 vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

5.03 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.

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

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

## ARTICLE VI

### AMENDMENTS

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

**SUNSET CONDOMINIUMS AT NORTHERN BAY OWNERS ASSOCIATION INC.**

**PET ADDENDUM**

Sunset Condominiums at Northern Bay Owners Association, Inc. hereby grants permission for Owner to keep in Owner's Unit only the pet described below and only upon the following terms and conditions:

1. The pet is \_\_\_\_\_ (male/female, dog/cat/other), which is approximately \_\_\_\_\_ years old.
2. The pet is generally described by the following: breed, height, weight and physical identifying characteristics (attach photograph): \_\_\_\_\_  
\_\_\_\_\_
3. Owner hereby represents and warrants that the above-described pet has been properly licensed and inoculated.
4. Owner shall comply with all Rules and Regulations of the Association.
5. Except for the pet described above, Owner shall not keep any other pets without Owner's prior execution of an additional Pet Addendum.
6. Name, address and phone number of an alternate caretaker who will care for the pet(s) in an emergency: \_\_\_\_\_
7. Owner is aware of the Association's Rules and Regulations governing pets and acknowledges receipt of a copy of said Rules and Regulations.

Owner(s):

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Received by:

Sunset Condominiums at Northern Bay Owners Association, Inc.

By: Sunset Property Management, LLC ("Manager")

By: \_\_\_\_\_ Date: \_\_\_\_\_

## NORTHERN BAY MARINA RULES AND REGULATIONS

1. User shall be responsible for the conduct of his or her guests and for any damage caused by the boat while located within, departing, or approaching the Marina
2. Boisterous conduct and loud music are prohibited.
3. No maintenance, painting or repair of boats is permitted while in a slip.
4. All walkways, pilings, and other marina facilities shall be kept clear of materials such as carpeting, storage boxes, dinghies, and cushions. Water hoses and power cords to shore must be neatly positioned so as not to impede traffic to and from adjacent boats.
5. All refuse and trash must be placed in the receptacles provided on the pier. The off-loading of items such as waste oil and batteries, the contents of which could stain the dock, are prohibited.
6. Laundry is not to be hung from boat rigging, lifelines, pulpits, slips or docks.
7. No boat may be fueled in any way in its slip nor may any fuel be transferred from one tank to the other while in its slip. There shall be no storage of any flammable substances on or near the pier.
8. All boats shall be equipped with a fully functioning bilge pump.
9. The discharge of raw sewage or other waste into the water is prohibited.
10. No swimming, windsurfing, jet skiing, diving, or fishing is permitted at the Marina.
11. Commercial advertising, including "For Sale" signs, is prohibited.
12. While at the Marina, no boat may engage in boat charters or boat rides, nor may merchandise or services be sold from it, nor may any other commercial activity be conducted from it without the prior approval of the Marina
13. Open fires on docks and boats are prohibited.
14. Pets must be leashed at all times. Owners must cleanup after their pets
15. Boats must be in seaworthy condition and not constitute a fire hazard.
16. The public consumption of alcoholic beverages is prohibited.
17. All children twelve (12) years of age or under are required to wear life jackets while on docks or other areas adjoining the water and children under ten (10) years of age are not permitted on the docks and finger piers without the immediate presence of their parents or other responsible adults.

18. The Rules of the Road and the navigation laws of the United States shall apply to all boats in or approaching the Marina. No boat shall be operated as to cause a wake in the Marina or approaching the Marina.
19. Users and guests shall park vehicles in area designated for Marina User parking. Parking areas shall not be used for storage of trailers or any other vehicle without the permission of Marina.
20. Marina management reserves the right to shut off water supply and drain water pipes during freezing temperatures. The management will use **its** own discretion for reinstating the water supply.
21. Water siphons should not be used except in case of emergency. Fresh water may not be used as a coolant for air conditioner or other machinery. Air conditioners should be turned off on unattended boats. Water supply hoses of unattended boats should be disconnected at the dock and stored aboard.
22. The use of torches or open flames, inflammable or toxic removers, or any other hazardous equipment and/or material are strictly prohibited.
23. Violation of any of these rules and regulations and/or other improper conduct by a boat owner or his or her guest may be cause for immediate cancellation of the User's Agreement.
24. Marina may adopt or amend rules and regulation from time to time for the use of boat slips and related facilities, and the User shall abide by **them**. All such rules and regulations, as presently existing or as hereafter adopted or amended, are incorporated by reference herein. Breach of any such rule or regulation shall be a breach of the Agreement and shall be cause for termination.
25. The Marina reserves the right to not refund fees for the use of any slip at the Marina when the Marina terminates a slip user agreement pursuant to a violation of these rules and regulations.

End of Rules and Regulations