

**SUNSET POINT HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

(Board approved 6/91; general member acceptance 7/6/91)

To: Sunset Point Owners, Lessees, and Guests:

This update of the 'Rules and Regulations' is a result of the efforts of the Board of Directors and Sunset Point. The decision of the Board to adopt these rules was made with a goal of fairness to all residents and toward maximum enjoyment of life at Sunset Point.

SECTION 1 – INTRODUCTION

1.1 No person shall use a condominium unit, the common elements, the recreational facilities of any other commonly used property, in any manner contrary to or not in accordance with the rules herein, or as published in the following documents.

1. Declaration of Covenants, Conditions and Restrictions For Sunset Point. (DCCR) and the Declaration of Condominium Sunset Point (DCSP)

2. By-Laws of Sunset Point Homeowner's Association.

1.2 In case of conflict between the interpretation of the rules and published herein and the DCCR, DCSP, or By-Laws of the Association, then the DCCR and/or By-Laws will govern.

1.3 Unit owners are expected to obey these rules and regulations and shall be responsible for the actions of their families, guests, servants and lessees.

1.4 The Board of Directors of the Association may modify these rules from time to time as needed.

SECTION 2 – GENERAL INFORMATION

2.1 Lessees shall be defined as persons paying consideration for the right to occupy a unit for a given period of time.

SECTION 3 – ENTRANCE, OPEN SPACES

3.1 The maximum speed limit throughout the project is 5 mph. Drivers are expected to obey all stop signs.

3.2 Parking rights are limited to designated parking spaces and to the driveway areas directly in front of the entrance to garages. Parking elsewhere is discouraged.

3.3 No signs, advertisements, posters, or fliers of any kind shall be displayed anywhere within the limits of Sunset Point property without the written consent of the Board of Directors.

3.4 Fireworks are strictly forbidden anywhere within the boundaries of Sunset Point.

3.5 Soliciting of any kind, other than association business, within Sunset Point property is strictly forbidden.

3.6 Garage doors are to be kept closed at all times garage is not in use.

## SECTION 4 – PARKING

- 4.1 In the absence of guest parking spaces, guests are encouraged to park in the garage driveway of their host when possible.
- 4.2 While away from the premises, an owner may leave his car only in his own assigned garage or in a designated parking area. An abandoned car or an unsightly car parked out in view may be removed from the premises at the owner's expense and at the discretion of the Board of Directors.
- 4.3 A vehicle which cannot operate on its own power shall not remain on the premises longer than 24 hours.
- 4.4 Only emergency repairs shall be made to vehicles on the premises.
- 4.5 Owners and lessees are allowed only a maximum of two vehicles on the premises.
- 4.6 A commercial vehicle shall not be parked on the premises overnight.
- 4.7 Boats, trailers and recreation vehicles shall not be parked on the property for longer than 24 hours.
- 4.8 The association, Board of Directors, or Management will not be responsible for any damage done to vehicles while parked on the property.

## SECTION 5 – SIDEWALKS, STAIRWAYS

- 5.1 The sidewalks, stairways, areas under the stairways, stairway landings, entrances and all of the common elements must not be obstructed by any item which would inhibit entrance to the premises. Including among others, bicycles, wagons, chairs, benches, tables, etc.
- 5.2 Bicycles are to be stored in garages or on patios and decks.

## SECTION 6 – BUILDINGS, EXTERIOR

- 6.1 No additions to or modifications of the exterior of any condominium or town house are allowed without prior written approval of the Board of Directors. This includes, but is not limited to the following; painting, structural additions, awnings, screen doors, shutters, signs.
- 6.2 Garments, towels, rugs, etc. shall not be hung from windows, balconies, or from any other part of the building or exterior walls or trees. No clothesline or similar device shall be allowed on any of the units on the property. It is prohibited to clean rugs, mops, etc. from the window or balconies, or to clean rugs, etc. by beating them on the exterior parts of the building.
- 6.3 The unit owner shall not grow any type of plant, tree, shrubbery, flower or vine on the common property without written permission from the Board. Any type of plant, tree, shrub, or vine that is planted on the owner's property must be in good taste and well maintained by the owner.
- 6.4 The unit owner shall not erect an exterior antenna or aerial for any purpose. Satellites may be installed only with permission of the Architectural Committee regarding location.
- 6.5 Owners are responsible for the replacement of bulbs in light fixtures that operated from within their unit, garages included.

## SECTION 7 – BUILDINGS, INTERIOR

- 7.1 Units shall be used only as single-family private dwellings.
- 7.2 Drapes and curtains with light colored liners are permitted on interior windows and doors. Under no circumstance shall such material as aluminum foil, cardboard, etc. be permitted.
- 7.3 The unit owner shall not permit anything to be done in the unit which will obstruct or interfere with the rights of the other unit owners.
- 7.4 Care shall be exercised in the use of musical instruments, radios, television or other sound equipment so as not to disturb other residents.
- 7.5 The unit owner shall not permit anything to be done or kept in the unit which will increase the rate of insurance on the property.
- 7.6 For the mutual benefit and protection of the unit owners, the Association shall retain a key to each unit for EMERGENCY USE ONLY. Should an individual owner object to granting a key, a waiver must be signed acknowledging that Management does not have a key at the owner's request.
- 7.7 The unit owner shall not commit or permit any nuisance or illegal acts in or about the property.
- 7.8 No flammable or explosive fluid shall be stored in any unit or storage area except in such small quantities as are normal for household use.

## SECTION 8 – PETS

- 8.1 All pets must be kept and maintained indoors.
- 8.2 Lessees or guests must abide by all rules governing pets.
- 8.3 Pets must be leash walked through common areas. Pets are to be taken off common area for exercise and hygiene. Any excrement dropped on the common area must be promptly cleaned and removed from the common property by the pet owner.
- 8.4 Any pet causing a nuisance or unreasonable disturbance shall be promptly and permanently removed upon notice from the Board of Directors.

## SECTION 9 – REFUSE DISPOSAL

- 9.1 All waste material and refuse not disposable in individual units must be placed in suitable containers and properly secured prior to deposit in dumpster.
- 9.2 After placing items in the dumpster, make sure the lid is closed tightly and secured to keep animals and rodents out.
- 9.3 Food wastes must not be placed in the dumpsters. Sink disposal in each unit is to be used for this purpose.
- 9.4 In order to reduce the volume of waste materials and refuse, use of trash compactors in accordance with the manufacturer's recommendations is advised.
- 9.5 If large items such as old furniture or quantities of moving cartons, etc. are to be discarded, inquire of the Manager for special handling.

## SECTION 10 – EMPLOYEES

10.1 Employees of the Association are not permitted to perform personal services or to be detained or interfered with during regular working hours.

10.2 Employees are to be instructed, directed, and disciplined by the Manager or the employee's immediate superior only. Owners must not issue orders or directions to the employees.

10.3 Reports concerning the conduct, activities, or work habits of an employee should be filed with the manager in writing.

## SECTION 11 – RENTALS AND GUESTS IN OWNERS' ABSENCE

11.1 Rentals of less than one month are prohibited.

11.2 Owners shall be held responsible for notifying guests and lessees of the rules in effect and a copy of the Rules and Regulations should be placed in an accessible location in the unit. Violations by guests or lessees which cause expense to the Association shall be assessed to the unit owner.

11.3 All provisions in the DCCR and DSCP relating to the rental of units will be strictly enforced.

11.4 Lessees may not sub-let units.

## SECTION 13 – COMPLAINTS

13.1 All complaints are to be made to Management or the Board of Directors.

## SECTION 14 – BOATS

14.1 Unit premises are not to be used for the purpose of storing, cleaning or repairing water craft. Except water craft may be stored in unit owner's garages.

14.2 Anyone causing damage to docks, slips, shoreline, or areas adjacent thereto, will be responsible for the cost to repair these damages.

14.3 Boats should be operated at "No Wake" speed when running parallel to or approaching the property in order to minimize shoreline erosion.

14.4 Boaters must clean up their litter or debris prior to leaving the area. Individuals are responsible for keeping the dock area free of debris. Boating equipment, gas or oil containers, etc. are not permitted to remain at the individual's dock area unless in tamper-proof boxes, which must be approved by the Management before installation.

14.5 Boat slips are assigned for each unit and are for the exclusive use of Sunset Point residents only. Boat slips are not to be used or rented to individual's residing elsewhere. There is a limit of one boat slip per unit.

14.6 Guest slips are designated.

14.7 Violators' boats will be removed to a local marina at the owner's expense.

14.8 Shore stations must be in compliance with the requirements outlined in permit #flp-90-1 granted by Flathead County.

14.9 Overnight stays on boats in the dock/marina area are prohibited.

## SECTION 15 – CLUBHOUSE

15.1 The clubhouse and its facilities are for the use of Sunset Point residents and their guests only.

15.2 Pets are not allowed in the clubhouse or on the clubhouse patios.

15.3 Persons wearing wet apparel are not allowed in the clubhouse. Those wearing wet apparel who wish to use the restroom facilities must gain access by using the south door.

15.4 Owner/residents may reserve all or part of the clubhouse at no cost, provided the intended use does not discriminate nor prejudice the rights of any owner or conflict with other scheduled activities.

15.5 The clubhouse is not available for private use on recognized holidays (i.e., Fourth of July, Labor Day).

15.6 Reservations of the clubhouse facilities for other than general use should be made in advance by reserving the time and date on the sign-up calendar located in the clubhouse. Should an owner not be in residence, a future date may be reserved by getting in touch with the Manager.

15.7 Reserving the clubhouse for a specific time each week for more than three weeks in advance is prohibited.

15.8 Whenever the clubhouse facilities are used for any owner activity, the owner involved will be responsible for clean-up, including bagging and hauling away trash.

15.9 Those leaving the clubhouse in disarray after a private party will be held responsible for paying the costs of clean-up if custodial services are deemed necessary by management.

15.10 Each owner shall be financially responsible for any damage caused to the clubhouse or its contents by said owner, or any of the owner's family, tenants, or guest, and repair costs will be assessed against his unit.

15.11 Clubhouse property shall not be taken from the clubhouse.

## SECTION 16 – FISH CLEANING STATION

16.1 The fish cleaning station located at the clubhouse is for the exclusive use of Sunset Point residents and their guests.

16.2 Persons using the fish cleaning station are responsible for clean-up after use. Clean-up includes hauling away **any and all** clean up material including paper towels. To avoid odors, no clean up materials or any kind may be deposited in the clubhouse facilities.

## SECTION 17 – ENFORCEMENT

17.1 Management, working under the direction of the Board of Directors, is responsible for enforcing all the rules included herein and in the other relevant documents. All owners and employees are asked to report rule violations to the Manager.

17.2 Enforcement procedures are:

1. For infractions of rules concerning boat docks or clubhouse: Denial of use of those facilities for a designated period after a third recorded offense. Letters (recorded offense) will be sent to the unit owner when the Board deems it appropriate to do so.

2. For infractions of rules on signs, parking, exterior of building, interior of building and pets, two warning letters will be sent and if a remedy is not found, the Board may levy a fine of not less than \$100 and not more than \$500, and/or turn the matter over to the association's attorney for action.

3. For infractions involving lessees or guests in the owner's absence the owner will be advised of the violations and asked to remedy the situation. If the owner does not provide a resolution, the Board may levy a fine of not less than \$100 and not more than \$500, and/or turn the matter over to the association's attorney for action.

4. For behavior such as extremely late and loud partying, excessive speeding, threats of violence, or any other civil disturbance where the welfare of the community is threatened, the police will be called by the manager.

NO RESTRICTIONS, CONDITION, OBLIGATION OR PROVISION CONTAINED IN THESE RULES AND REGULATIONS SHALL BE DEEMED TO BE ABBROGATED OR WAIVED BY REASON OF ANY FAILURE TO ENFORCE THE SAME, REGARDLESS OF THE NUMBER OF VIOLATIONS THEREOF WHICH MAY OCCUR. SIMILARLY, ANY FAILURE TO ENFORCE THE PROVISIONS OF THE RULES AND REGULATIONS SHALL NOT BE DEEMED TO BE A WAIVER.

(The above statement is excerpted from the By-laws and was added to the R&R's for clarification at the board meeting on 18 July, 1996.)