

VILLAGE AT SUNNYSLOPE CONDOMINIUM  
OWNERS' ASSOCIATION, INC.  
RULES AND REGULATIONS  
UPDATE AS OF 09/12/2023

1. PETS. Pets are permitted only when owned by a unit owner or occupant and are subject to the following restrictions and limitations:
  - A. The only animals permitted anywhere in the condominium are small birds in cages, fish, domesticated cats or dogs, no more than two per unit, and no one pet can weigh more than 40 pounds. The following domesticated dogs are prohibited in the condominium: wolf and wolf hybrids, pit bulls, Dobermans, Rottweilers, beagles, and any other breed the Board of Directors feels is dangerous or contrary to the community living.
  - B. No pets may be tied, staked outside a unit, or on a patio or a deck or in a garage except for short periods of time and then only WHILE ATTENDED.
  - C. No pets may be left unattended overnight or for more than ten (10) hours at a time.
  - D. When outside a unit, pets must be held or on a leash.
  - E. No unit owner or occupant\* shall permit a dog or cat to urinate or defecate on any deck or patio within the condominium. Further, it is the pet owner's responsibility to IMMEDIATELY remove and dispose of pet waste material wherever it may occur elsewhere within the condominium complex, including but not limited to, lawns, grassy area, unfinished area, driveways, sidewalks, etc.
  - F. Any damage to lawns or shrubbery will be the sole expense of the owner of the pet that caused the damage.
  - G. No pet may be kept in a manner which causes a nuisance to other unit owners or which creates an unhealthy environment for the animal or the owners.
2. PARKING. It is intended that the motor vehicles of unit residents will be parked within the garages. One non-commercial vehicle may be parked on the driveway, provided it is licensed, operable and moved daily. If a vehicle is parked on a driveway during snow removal, the unit owner or occupants\* shall be responsible for clearing snow from the driveway and the Association shall not remove snow from the driveway. No adjustments shall be made to the Association snowplowing budget. Trucks with a capacity of 3/4 ton or less are permitted, however, such trucks must be able to fit in the garage. No commercial vehicles may be parked outside of the garage at any time. In no event shall a resident or guest park a vehicle in a

manner which will block vehicular access ways within the condominium. Recreation vehicles, campers, boats, etc. may be parked on driveways for cleaning, loading and unloading for periods of two days only. Permanent storage of those vehicles shall be inside a closed garage or off the condominium property.

3. AWNINGS. Owners shall be allowed to install an awning on their rear deck and/or patio, which may not extend past the back of the building. Further, awnings may not be installed anywhere else on the buildings but over the rear deck or patio. If the awnings are attached to the building they must be installed in a professional manner. The brand shall be left to the discretion of the owner, however the awning must be a retractable roll-up style and should be neutral in color. If a difference of opinion arises due to the appearance, type or installation of an awning then the Board of Directors shall make the final binding decision regarding compliance with this rule. If any unusual circumstances, damages or costs arise because of the installation, detachment or use of any awning, the owner shall be liable.
4. WATERING. It is the unit owner or occupant's responsibility to water the grass and plantings within the condominium. Please do your share to keep the grass and plantings to the front, rear, and side of your unit appropriately watered.
5. FLAMMABLES. Storage of flammables (gas, propane, etc.) in separate containers (other than vehicle gas tanks) is not recommended inside a unit or its garage. Flammables stored in the garage shall be stored only in approved containers kept in a metal cabinet.
6. "FOR SALE" SIGNS. Signs offering a unit for sale shall be limited to one-yard sign not larger 24" x 30".
7. OWNER RESPONSIBILITY. Unit owners are responsible for making certain that all unit occupants\*, guests, and employees are aware of these Rules and Regulations and they comply with them. Any expense incurred by the Association to repair or replace any portion of the common elements or limited common elements damaged through the fault or negligence of a unit owner or occupant\* will be charged to the unit owner. Examples include damage caused by patio furniture, improperly or illegally installed attachments to structure, vehicle damage to structure, etc.
8. PEACE AND ORDER. All unit owners, occupants and their guests shall conduct themselves, particularly when in the common area, in a manner that is respectful of the peaceful and quiet enjoyment of the condominium by the other residents. Unit owners, occupants and their guests shall comply with all applicable laws and ordinances.
9. ENFORCEMENT. When the Association has reason to believe there is noncompliance with Rules and Regulations within a unit, the Association is permitted to enter that unit at reasonable hours of the day when that unit owner or occupant\* is present to verify compliance.

10. FINES. The Board of Directors shall warn a unit owner in writing upon the first infraction of any of the Rules and Regulations, the Bylaws and/or the Declaration of the Association. Subsequent infractions shall be cause to levy a \$25.00 fine for each infraction and \$25.00 per day until the infraction is corrected. Fines must be paid within seven (7) days of receiving written notice. Any unpaid fines shall be treated as unpaid assessments. Unit owners shall have five (5) days from receipt of a written notice to appeal the infraction. This appeal must be in writing requesting a meeting with the Board of Directors to discuss the infraction. If the appeal is denied fines shall accrue from the date of the infraction.

Unit owners shall report infractions to the Board of Directors in writing and the Board of Directors shall reply to the reporting unit owner within thirty (30) days concerning the action taken. It is the desire of the Board of Directors for all unit owners to adhere to the Rules and Regulations, Bylaws and Declaration of the Association for the good of all unit owners and to protect your rights of ownership.

11. BACKYARD FACILITIES. Placement and use of play equipment, lawn furniture and the like are permitted so long as it is kept neat and orderly and does not interfere with landscape maintenance and snow removal. Play equipment, lawn furniture, etc. may not be kept out overnight unless on deck or patio.
12. ASSOCIATION DUES LATE FEE. Payments of the monthly Association dues are due on the 1<sup>st</sup> day of each month. A grace period of seven (7) days is given before the unit owners are considered as unpaid. A late fee of \$25.00 will be assessed on the 8<sup>th</sup> day to be paid by the 15<sup>th</sup> day of that month. Payments received after the 15<sup>th</sup> day of the month will be charged an additional late fee of \$50.00.
13. LAUNDRY. Owners and occupants\* are not permitted to place laundry poles or line of any type, whether temporary or permanent, any place outside of the exterior walls of the building except on the deck or patio. Said installation shall be done in a professional manner. If any unusual circumstances, damages or costs arise because of the installation or detachment the owner shall be liable.
14. TRASH RECEPTACLES. Trash and recycling receptacles may be taken to the curb no earlier than 5:00 AM on the day of collection, and must be returned to a storage location in the garage no later than 7:00 PM on the day of collection.
15. DISPLAY OF AMERICAN FLAG/POLITICAL SIGNS.
- A. An American flag, no larger than 3' X 5', maybe affixed to the outside of the unit. Said flag must be installed in a professional manner and the location Board approved prior to installation. If any unusual circumstances, damages or costs arise because of the installation or detachment the owner shall be liable.

B. Political signs that support a candidate for public office or a referendum question may be displayed in a location approved by the Board. Said signs shall be no larger than 12 inches by 18 inches. The signs must be removed within two (2) days after the election or referendum vote. If not removed the unit owner will be in violation of the Rules and Regulations and the fines set forth in Section 10 shall apply.

16. LANDSCAPE LIGHTING. Solar landscape lighting shall be placed a minimum of twelve (12) inches from the edge of either the grass or sidewalk. The Association shall not be responsible for any damage to solar landscape lighting. If any unusual circumstances damages or costs arise because of the installation or detachment the owner shall be liable.
17. PLANTINGS. Permanent or annual plantings are not allowed within the Association's landscaped area to the front and side of each unit. Plantings for seasonal decoration must be in containers that can be removed.
18. ATTACHMENTS TO THE EXTERIOR OF THE UNIT. With the exception of an American flag, no attachments may be made to the exterior of the unit. This includes, but is not limited to, signs, antennas and/or hose reel attachments.
19. SEASONAL DECORATIONS. Holiday decorations (i.e. Christmas, Easter, Thanksgiving, and Halloween) may be displayed no earlier than 30 days prior to the holiday and shall be removed within two (2) weeks after the holiday. All other seasonal decorations (i.e. Spring, Summer, Fall, Winter) shall be removed prior to the start of the next season. Spring decorations shall be removed no later than June 21<sup>st</sup>, Summer decorations no later than September 21<sup>st</sup>, Fall decorations no later than December 21<sup>st</sup>, and Winter decorations no later than March 21<sup>st</sup>. There shall be no decorations allowed on postal boxes or mountings.
20. ASSOCIATION MEMBER ISSUE/CONCERNS AND REQUESTS. All issue/concerns and requests to the Board of Directors will be accepted in written format only. All replies from the Board of Directors will be in written format.
21. DECKS. Either a CLEAR coat or CEDAR coat can be applied on any deck material around your unit.
22. COMMUNITY BUILDING RULES AND REGULATIONS. All rules and regulations with regard to the Community Building are posted within it.
23. REPLACEMENT OF CONDOMINIUM DOCUMENTS. Any unit owner requiring a paper copy replacement of condominium association documents shall be charged a fee of \$50.00. Any unit owner requesting to use a flash drive will be charged a \$25.00 fee, refundable if returned in five (5) business days. Any damage or loss of flash drive will result in loss of the fee.

24. MODIFICATIONS TO DECKS, DIVIDER WALLS AND PATIOS. Unit owner must petition Board of Directors for review with an issue and concern form. This request for change is then reviewed, if approved it will have specific color restrictions and all costs will be at the expense of the unit owner. There will be documentation signed by all parties to be included in any future sale of that unit and on file with Association. Form: ONE20AUG2019 (P=patio) D=deck)
25. INTERIOR FRONT DOOR REPLACEMENT. It is a unit owner expense to replace interior front door, this door must remain with the same color, style and design as original installation.
26. WINDOW REPLACEMENTS. It is a unit owner expense to replace windows and they must follow the same size as original installation for all windows. The front window must remain the same size, exterior color and style. Rear and side windows may change in style but exterior color remains white.
27. FINANCIAL OR REALTOR PAPERWORK. Any unit owner requesting Association assisted completion of financial applications will incur a \$50.00 per application fee. This will include any paperwork for selling or buying of any unit.
28. BIRD FEEDERS. No bird feeders are allowed in the front or side planting areas. This includes feeders hanging in trees or any other type feeder that may cast seed. (Exception – liquid feeders such as humming bird feeders are allowed).
29. FRONT & SIDE PLANTING AREAS (STONE). Items ALLOWED in these areas:
- a. Any type item may be set on top of the stone, other than bird feeders.
  - b. Solar lights are allowed providing they are located one foot (1') from the lawn or sidewalk and the stakes remain in the ground year-round.
  - c. A maximum of three items (3), other than solar lights, that puncture the landscape fabric such as shepherd hooks or garden flag holders providing, they remain in the ground year-round.

**Board approved, updated 2/23/2021 – Items 24, 25 & 26**

**Board approved, updated 7/25/2023 – Items 27, 28 & 29**

**Board amended, approved, updated 9/12/2023 – Item #29**

\* “Occupant” is defined as the individual(s) occupying the premises under a properly administered and signed lease agreement with the unit owner.