

Sutter's Mill Condominiums

Rules and Regulations with Fines and Fees Schedule

Applicable to Owners, Tenants and Guests

The Owner's Association has adopted the following rules to assure maximum living enjoyment, aesthetic beauty and property values at Sutter's Mill Condominiums. The Rules and Regulations are automatically a part of each lease, and each owner is responsible for making sure his/her tenants have a copy of the Rules and Regulations and abide by them.

THE RULES WILL BE ENFORCED. PLEASE REMEMBER THAT THE RULES APPLY TO ALL OWNERS AND THEIR FAMILIES, TENANTS, GUESTS AND EMPLOYEES. IF THE RULES ARE VIOLATED BY THE OWNER(S), OWNER'S FAMILY, TENANTS, EMPLOYEES OR GUESTS, THE OWNERS WILL BE RESPONSIBLE FOR CORRECTIVE ACTIONS, DAMAGES, AND FINES.

1. The landscaped areas and walkways around the buildings and the entrances of the buildings/resident units shall not be obstructed or used for any purpose other than ingress to and egress from the resident units.
2. No articles shall be placed at or allowed to remain at the entrances, on the walkways or landscaped areas around the building. No clothing or other articles shall be hung in or from any windows or boardwalk handrails.
3. Unit owners, family members, guests, residents/tenants, agents, employees, etc. shall not use sidewalks, driveways and entrances as play or recreational areas.
4. No vehicles belonging to or under the control of a unit owner, family member, guest, resident/tenant, agent, employee, etc. shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from a building. Vehicles shall only be parked within the designated parking areas.
5. No vehicle shall be left standing in a parking space in a non-operative condition, nor shall there be any repairs done to vehicles in a parking space, driveways, or carports.
6. No trailers, boats, recreational vehicles, campers or non-registered vehicles are to be permitted in the carport areas or in the common parking areas.
7. No owner shall produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of other units or do or permit anything to be done therein which will interfere with the rights, comforts or convenience of other owners/residents.
8. Disposition of garbage and trash shall only be in a securely tied plastic bag and placed inside the appropriate trash bins. All disposal shall be used in accordance with instructions given by Association Board or Managing Agent. Garbage placed outside of the appropriate trash bins on the ground are subject to a fine from the City of College Station and the Condominium Association.
9. All owners shall keep their unit in a good state of preservation and cleanliness, and shall not sweep or throw, permit to be swept or thrown, any dirt, substance or debris from the doors or windows.

10. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Condominium Association.
11. No owner or resident/tenant shall permit any sign, notice, advertisement or decoration to be inscribed or imposed on or projected from any window, door or other part of the building, except those approved in writing by the Association Board or Managing Agent.
12. No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the buildings without prior written consent from the Association Board or Managing Agent.
13. No owner, family member, guest, resident/tenant, agent, employee, etc. shall use or permit to be brought into or stored in the building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed hazardous to life, limb or property. The use of barbeque grills is prohibited in the carport areas and within 10 feet of the buildings.
14. The Condominium Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in the storage closet within the carport.
15. Any damage to the common elements or common personal property caused by a unit owner, family member, guest, resident/tenant, agent, employee, etc., shall be repaired or replaced at the expense of the unit owner.
16. No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this condominium regime, except that **ONE DOG, CAT OR OTHER HOUSEHOLD PET (UNDER 60 LBS. FULL GROWN) MAY BE KEPT.** If household pet becomes obnoxious to other owners, the owner of such pet shall immediately remove the animal on a permanent basis upon written notice from the Condominium Association or Managing Agent. Effective January 1, 1996, noncompliance with this rule will result in the imposition of a fine in the amount of \$100 per pet per week to the violating unit owner.
17. No animals of any kind shall be allowed in the swimming pool or fenced swimming pool area. A fine of \$100 will be imposed against any unit owner if said owner, family member, guest, resident/tenant, agent, employee, etc. is in violation of this rule.
18. All pets allowed outside of the condominium unit must be kept on a leash. Failure to keep all pets on a leash while on the property's common grounds shall result in a fine of \$100 to unit owner if said owner, family member, guest, resident/tenant, agent, employee, etc. is in violation of this rule.
19. The carports shall not be used as storage or recreational areas. Any trash, furniture, appliances, miscellaneous items, etc. left in the unit carport area for more than five {5} days will be removed and disposed of by the Condominium Association or Managing Agent at the expense of the unit owner, with the exception of Bar-B-Que Grills and Deep Freezers, with such stipulations as set forth in the Rules and Guidelines
20. Owners, family members, guests, residents/tenants, agents, employees, etc. shall not at any time or for any reason whatsoever, climb or attempt to climb on the roof of a building. A \$100 fine will be imposed against unit owner if said owner, family member, guest, resident/tenant, agent, employees, etc. is in violation of this rule.

21. Property Inside Units: The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require the removal of objects which are visible from the common areas and which detract from the property's appearance.
22. WINDOWS & EXTERIOR DOORS: The Association has the right and the responsibility to control the visual attractiveness of the property. To that end: (1) Cracked or broken windows must be replaced; (2) Screens must be in place and in good condition (3) Exterior doors that are rusted or otherwise beyond repair must be replaced; and, (4) Exterior doors wherein the paint is faded, cracked, peeling or appear to be in a general state of disrepair must be painted.
23. WINDOW COVERINGS: All exterior windows shall be covered by white blinds or white backed drapes. No aluminum foil, film (other than clear and non-reflective), solar screens, or other material objectionable in the reasonable judgment of The Board of Directors shall be placed in or next to any window or sliding glass door. Blinds and drapes must be in good repair and hung properly.
24. DOORS -- Should you need to replace your exterior door, it must be replaced to match what is currently installed. No windows or other decorations is permitted (other than a standard peep-hole). New doors or doors that just need repainted must be in the APPROVED color which is available on the website or call the management company.
25. POOL RULES: Rules governing use of the swimming pool are posted and enforced. Failure to comply with posted rules may result in loss of privileges to use amenities. THERE IS NO LIFEGUARD. ALL CHILDREN UNDER 14 YEARS OF AGE OR ANY MINOR WHO CANNOT SWIM MUST ALWAYS BE IN THE COMPANY OF AN ADULT WHEN NEAR THE POOL.
26. WATER LEAKS/SHUTDOWN: All WATER LEAKS MUST BE REPORTED TO the management company immediately to prevent possible damage. Any plumbing repairs that require turning off water to any buildings are to be approved and given at least 24 HRS notice so notices can be given
27. CRIMINAL ACTIVITY: While on the condominium complex, no person may violate any criminal laws, health codes, or applicable laws. THE ASSOCIATION DOES NOT PROVIDE SECURITY FOR THE RESIDENTS. Owners are encouraged to provide thumb latch deadbolts on entry doors and security latches for the protection of residents while inside a unit.
28. EVICTION OF TENANTS: The Association shall have the right to evict an Owner's tenant who substantially or repeatedly violates the Association rules and regulations.
29. All unit owners will be required to have their residents/tenants sign a copy of the rules and regulations and return said copy to the Condominium Association and/or Managing Agent for record keeping. Each and every time new residents/tenants reside in the unit; another copy of the signed rules and regulations must be submitted to the Association along with the residents' current telephone number.
30. The following are rules regarding Bar-B- Que grills:
 - A. One Bar-B-Que grill shall be allowed per unit. No grill shall be larger than 50" in length, 24" wide, and 48"high, including shelves.
 - B. All gas grills shall be equipped with approved gas valves and said valves shall be turned off when the grill is not in use.

- C. No grill shall be allowed if found to have a gas valve in the "On Position" and the burner control being used to turn off the gas.
- D. No grills shall be used in the carport area of the units.
- E. All grills shall be moved outside of the unit's carport while in use.
- F. Any grill, which uses lighter fluid to start a fire, shall be strictly prohibited within 20 feet of any building in the complex.
- G. Anyone found in violation of this rule shall be immediately fined \$150.00 and the grill shall be removed from the complex at once.

31. The following are rules regarding Freezer units:

- A. Must be of standard manufacturers' specification with respect to size, color and operation.
- B. Freezer unit may be no larger than sizes listed:
 - a. Upright units no larger than 18 cubic feet.
 - b. Chest type no larger than 16 cubic feet.
- C. Freezer unit must be equipped with a standard manufacturer installed locking device and must be kept locked at all times.
- D. Freezer unit must be located on the elevated ledge of the carport and be plugged into the electrical receptacle located on the wall without the use of any extension cords. All electrical plugs must be equipped with factory ground plug in place.
- E. No combination freezer refrigerator units will be allowed under any circumstances.
- F. No non-functional freezer units will be allowed under any circumstances.
- G. Freezer units shall be the sole responsibility of the owner/tenant with respect to insurance and shall be in no way be held as a responsibility of Sutter's Mill Homeowners' Association or its management.

32. **FINES AND CHARGES:** The Board may levy reasonable fines on unit Owners for violation of the rules by the Owners, Tenants, Guests, and Employees. A fine will be charged if, after 14 days of delivery of notice to resident (with mailed copy to owner), the violation has not been corrected. Fines will be assessed only if the unit Owner is given notice of the nature and approximate date of the violation and amount of the fine/charges with the exception of Health and Safety violations. **FINES ARE SEPARATE FROM CHARGES FOR DAMAGES.** A minimum fine for each violation shall be \$50.00 and maximum fine shall be \$500.00. The Board may deem each day of violation or individual instance of a health or safety issue a separate violation. Rules #16, #17, #18, #31 and #30 are specifically exempted from the prior notice requirement as Health and Safety violations, and the correction period outlined above and will incur **IMMEDIATE FINES** on any violations in any 12-month period.

33. **LATE HOA DUES:** The Board has established a Late Fee of \$35 per occurrence for any payment of Sutter's Mill monthly HOA dues received after the 15th of the month in which they are due. As required in the Condominium Declaration any late Dues and Fees will also be charged interest of 10% per annum until paid.

Telephone reporting of maintenance requests or issues will be processed, but written documentation is **REQUIRED** for any official action or response from the Board. Any exceptions to these rules, requests for consideration of waivers, approvals for exterior work, and Board approvals of any other changes must be in writing.

These rules may be added to, amended, or repealed at any time by The Board of Directors of the Association. These rules are not a complete listing of all obligations of owners, residents, guests, and employees. The Sutter's Mill Condominium Declaration and Association Bylaws include additional responsibilities and obligations not enumerated in this document.

SUTTER'S MILL OWNERS ASSOCIATION RULES AND REGULATIONS, ASSOCIATION BYLAWS, AND CONDOMINIUM DECLARATION SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS OF ANY LEASE OR ANY OWNER'S RULES.

The insurance that the Homeowners Association holds is for the exterior only and does not include flood insurance. You are responsible for the interior, studs in. That means you need Insurance coverage for sheetrock, flooring and any inside water damages that might occur.

Effective September 1st, 2020 Violation Schedule for Rules and Regulations:

1 st Reminder of violation	\$ 0.00	7 days to comply
2 nd Violation Notice of fine	\$ 250.00	7 days to comply
Continued violation***	\$ 150.00	Per Monthly Inspection

****If violation is cured within 24 hrs. the fine will be waived. This fine will only be waived once and no further notice will be issued other than additional fines. This does not apply to Rules #16, #17, #18, #30 or #31 as they are health and safety issues and are immediate fines.*