

**SUTTER'S MILL CONDOMINIUMS
RULES & REGULATIONS**

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 or in the driveways.
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 inflammable 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. Owners shall be held responsible for the actions of their family members, guests, residents/tenants, agents, employees, etc.
17. The Condominium Association and/or Managing Agent shall retain a pass key to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without immediately providing a key to the Association and/or its Managing Agent.
18. Complaints regarding the service of the building and/or grounds or regarding actions of other unit owners shall be made in writing to the Condominium Association Board of Directors.
19. 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 25 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.
20. 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.
21. 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.
22. 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 attached Rules and Guidelines, attached hereto as Attachment "A" and Attachment "B". In addition, a \$150 fine shall be imposed against the unit owner. A violation notification shall be posted at the unit and mailed to the unit owner at the address on file with the Association prior to removal and disposal of said items. Owners are required to notify their tenants of the above mentioned regulation at the time of rental.

23. 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.
24. 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.
25. A \$10 documentation fee will be assessed to any unit owner, prospective buyer, agent, etc. requiring a copy of the Sutter's Mill Condominium Owners Declaration, By-Laws and Rules and Regulations.
26. Violations of any of the above rules and regulations will result in a minimum fine of \$25 per month until violation is cured, unless otherwise stipulated.
27. Any consent or approval given under these rules and regulations by the Condominium Association shall be revocable at any time.
28. These community rules and regulations may be added to, amended, or repealed at any time by the Condominium Association Board of Directors.

Attachment "A"
Bar-B-Que Grills

The following guidelines are set forth for the use of Bar-B-Que Grills at Sutter's Mill Condominiums, College Station, Brazos County, Texas.

23. 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.
24. All gas grills shall be equipped with approved gas valves and said valves shall be turned off when the grill is not in use. 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.
25. No grills shall be used in the carport area of the units. All grills shall be moved outside of the unit's carport while in use.
26. Any grill, which uses lighter fluid to start a fire, shall be strictly prohibited within 20 feet of any building in the complex. Anyone found in violation of this rule shall be immediately fined \$150.00 and the grill shall be removed from the complex at once.

Attachment "B"
Deep Freezers

The following guidelines are proposed for the use of Deep Freezes at Sutter's Mill Condominiums in College Station, Brazos County, Texas.

22. Freezer unit must be of standard manufacturers specification with respect to size, color and operation.
23. Freezer unit may be no larger than sizes listed below:
 - a. Upright units no larger than 18 cubic feet.
 - b. Chest type no larger than 16 cubic feet.
24. Freezer unit must be equipped with a standard manufacturers installed locking device and must be kept locked at all times.
25. 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.
26. No combination freezer refrigerator units will be allowed under any circumstances.
27. No non-functional freezer units will be allowed under any circumstances. Refer to the exiting condo rules and regulations covering this area.
28. 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 Homeowner's Association or its management.
29. Should a Deep Freeze unit be utilized, a signed release must first be executed with REMA and be held on file. REMA will enforce restrictions listed above. One violation will be allowed as to electrical, locking, or appearance with respect to the above criteria. The second violation will result in an order to remove the Freezer Unit from the premises.

Extra note: the insurance that the Homeowners Association is for the exterior only. 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.