



EXHIBIT A  
to Bylaws of the Landings at Sugar Creek Condominium

RULES AND REGULATIONS

Rules and Regulations  
for  
The Landings at Sugar Creek Condominium

The rules and regulations hereinafter enumerated shall be deemed in effect unless or until amended by the Landings at Sugar Creek Owners Association, Inc. (the "Association") and shall apply to and be binding upon all owners. The owners shall obey at all times said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The initial rules and regulations are as follows:

SECTION I: General Rules and Regulations

Lighting. The design, type, location, size, intensity and color of all exterior lights (including both those mounted as part of the original design of the Submitted Property or otherwise in place at the time of the conveyance of a Unit to an Owner and those mounted with the consent of the Board of Directors) shall be subject to the prior written approval of the Board of Directors.

Pets. No animals or birds, other than two (2) generally recognized house pets (excluding pet fish in an aquarium) shall be kept or maintained on any portion of the Submitted Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements or Limited Common Elements. Pets shall be on a leash when walked or exercised in any portion of the Common Elements. No pets shall be permitted to leave its droppings on any portion of the Common Elements and the Owner of such pet shall immediately remove the droppings. Upon the written request of any Owners, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular pet is permitted or such pet is a nuisance and shall have the right to require the Owner of a particular pet to remove such pet from the Condominium if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors may allow for a third pet in a particular instance at its sole discretion, but such shall not be deemed a waiver of the 2-pet limit herein established. No pets may be kept and maintained outside of a Unit. No horses, goats, or other livestock are allowed.

Antennas. No antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Submitted Property, whether attached to a building or structure or otherwise, without the prior written consent of the Board.



Motor Vehicle, Trailers, Boats, Etc. Automobiles shall be operated and parked only upon those portions of the Common Elements designated for such purpose on the Plat, Plans or by the Board of Directors. Other motor vehicles, including, without limitation, mobile homes, motor homes, truck campers, trailers of any kind and boats, shall be kept, placed, stored, parked, maintained or operated only upon those portions of the Submitted Property, if any, designated specifically for such purpose by the Board of Directors. Further, although not expressly prohibited hereby, the Board of Directors may prohibit mobile homes, motor homes, truck campers, trailers of any kind, motorcycles, motor scooters, motorized bicycles, mo-peds, motorized go-carts and other such conveyances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Submitted Property if in the opinion of the Board of Directors such prohibition shall be in the best interest of the Condominium. No boats or trailers of any Owner or Member of his family, his tenants, guest or contract purchasers shall be parked within the right-of-way of any street in or adjacent to the Submitted Property.

Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Submitted Property, except in containers specifically designated for such purpose, nor shall any odors be permitted, so as to render any portion of the Submitted Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Submitted Property. No nuisance shall be permitted to exist or operate upon any portion of the Submitted Property so as to be offensive or detrimental to persons using or occupying other portions of the Submitted Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Submitted Property.

Prohibited Activities. Noxious or offensive activities shall not be carried on in any Unit or in any part of the Common Elements. Each Owner and occupant shall refrain from any act or use of his Unit or the Common Elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the other Owners and occupants, or which could result in the cancellation of insurance on any Unit or any portion of the Common Elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Submitted Property.

Governmental Regulations. All governmental building codes, health regulations, zoning restrictions, and the like applicable to the Submitted Property shall be observed and are hereby incorporated by reference herein as if set forth word for word. All Unit Owners shall acknowledge, adhere to, and comply with any and all such governmental regulations, including the provisions of the Coastal Area Management Act and the regulations of the Division of Environmental Management. In the event of any conflict between any provisions of this Declaration, the more restrictive provisions shall apply.



Commercial Units: Commercial Units shall not be used for any purposes that are hazardous or noxious in nature, are detrimental to the on-site septic system, or are harmful or deleterious to other development in the Landing at Sugar Creek or the surrounding area.

## SECTION II: BILLING AND COLLECTION PROCEDURES FOR CONDOMINIUM ASSOCIATION ANNUAL ASSESSMENTS

PURPOSE: To establish a policy for billing and collecting annual assessments from members that: Is consistent with and supportive of the Declaration for Condominium. Ensures the expedient and equitable collection of annual assessments from members. Establishes guidelines for assessing late fees and penalties to delinquent balances owed by members.

PROCEDURE: The Board of Directors establishes the total amount of annual assessment, or membership fees, due from each member, or property owner. This annual assessment is billed to the membership in four equal quarterly installments during the calendar year. For this policy's purposes, quarters are defined as follows: 1<sup>st</sup> Month 2<sup>nd</sup> Month 3<sup>rd</sup> Month 1<sup>st</sup> Quarter January February March 2<sup>nd</sup> Quarter April May June 3<sup>rd</sup> Quarter July August September 4<sup>th</sup> Quarter October November December

Billing Parameters. The quarterly assessment amount is billed in advance and mailed to the membership by the 1<sup>st</sup> day of the 3<sup>rd</sup> month in the quarter. Quarterly assessment revenues are thereby recognized, or "booked," on the 1<sup>st</sup> day of the 1<sup>st</sup> month for each quarter.

Payment Due Dates. Members are expected to remit total payment of quarterly assessment amounts by the 2<sup>nd</sup> day of the 1<sup>st</sup> month in the quarter. Members not remitting the total quarterly amount by the 1<sup>st</sup> day of the 1<sup>st</sup> month in the quarter are considered delinquent.

Delinquency Actions. By the 2<sup>nd</sup> day of the 1<sup>st</sup> month in the quarter, a Collection Letter is mailed to members with a delinquent account balance. Members are delinquent by the 2<sup>nd</sup> day of the first month in the quarter. Interest of 1.0% per month will be charged starting on the 2<sup>nd</sup> day of the 1<sup>st</sup> month in the quarter.

Any Assessment, or portion thereof, not paid within thirty (30) days after the due date shall be then charged a late fee of no greater than \$10 or 10% of the amount of each assessment not paid after the due date of each billing. If the assessment is not paid within thirty (30) days after the due date a lien will be filed against such Owner's Condominium Unit and a copy will be mailed to the member shortly. Any interest charge, calculated at a rate of 1.0% per month or 12% per annum, will be added to their outstanding balance.

May impose legal proceedings if by the 2<sup>nd</sup> day of the 3<sup>rd</sup> month quarterly assessments are not paid.

Appropriate legal and other collection costs have been added to their outstanding quarterly balance.



Monthly interest continues to be computed and added to the outstanding account balance until the member remits the total amount due, inclusive of all interest charges, late fees, legal and other collection costs.

**EXAMPLE**

1<sup>ST</sup> Day of 1<sup>st</sup> Month Dues is due

2nd Day of 1<sup>st</sup> Month Account is delinquent

Interest begins to accrue on the balance of the account

Late Letter 1 is sent informing homeowners of interest accrual on their Account

1<sup>st</sup> Day of 2nd Month Lien is filed on homeowner's property

Delinquent account is charged late fee

Interest continues to accrue on the remaining balance of the account

10<sup>th</sup> day of 2<sup>nd</sup> Month Late letter 2 is sent informing homeowners of the lien filed, the late fee charged to their account, and continued interest accrual

Collection Letter #2 will be sent on the 10day of the 2<sup>nd</sup> month of the quarter informing the recipient member of other penalties pertaining to nonpayment of association dues, as outlined in Declaration of Condominium, are being invoked. The Board of Directors may suspend:

Voting rights;

Rights to use of Amenities.

These privileges will be reinstated upon receipt of the total payment of the member's outstanding account balance, inclusive of late fees, interest charges, legal and other collection costs.

PROPOSED  
ADDITIONAL RULES AND REGULATIONS

FOR

THE LANDINGS AT SUGAR CREEK CONDOMINIUM

Section I:

Storage Units Each of the forty one (41) Units of The Landings at Sugar Creek Condominium - Phase Two shall be assigned a storage unit to be identified by the unit number on the door to said storage unit, which storage units are more particularly described and delineated on the plats and plans of the Condominium. Despite their designation to particular Units, these storage units are Common Elements of the Association. Maintenance and repair of the storage units shall be in accordance with Article 19 of the Declaration. No explosives, inflammable liquids, contraband, or other goods prohibited by law shall be placed or kept in a storage unit. Keys to the storage units shall be provided by the Unit Owner to the Association for emergency access. The use and maintenance of said storage units are subject to such other uses and regulations as the Association may place thereupon.