

Summit Pointe Owners' Association, Inc.
Rules and Regulations

The following rules and regulations shall apply to all portions of the exterior Common Areas and appurtenances thereto (the "Common Areas") of the Summit Pointe community (the "Community"), which Common Areas are managed by the Summit Pointe Owners' Association, Inc. ("SPOA"), and exteriors of the buildings within the Community:

1. Except as otherwise expressly approved by the SPOA, the Common Areas shall not be obstructed or used for purposes other than ingress and egress to and from the buildings located within the Community, for going from one part of the Community to another part of the Community, for parking in designated areas subject to parking limitations and restrictions, and for outdoor park and recreational purposes in designated areas subject to limitations and restrictions.

2. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Community without the prior written consent of the SPOA. In the event of a violation of the foregoing, the SPOA may remove the same without any liability, and may charge the expense incurred in such removal to such party which has placed or directed the placement of such signage, advertisement or notices. No nails, hooks or screws shall be driven or inserted in any part of the Community except by Community maintenance personnel.

3. Windows, doors and transoms on exterior of buildings in the Community shall not be covered or obstructed, and nothing shall be placed on the outside of the buildings in the Community, or the windows, window-sills or projections without the SPOA's prior written consent, not to be unreasonably withheld.

4. No radio or television aerial or antenna shall be erected on the roof or exterior walls of the buildings in the Community or on the Common Areas without the prior written consent of the SPOA in each instance. Any aerial or antenna so installed without such written consent shall be subject to removal without notice at any time, and such party which has installed or directed the installation of such aerial or antenna shall pay the SPOA, on demand, the cost of such removal.

5. The following are prohibited in the Common Areas: (a) noise or sound that is unreasonably objectionable because of a consistent problem with the volume, duration, intermittent beat, frequency or shrillness; (b) excessive or reoccurring smoke; (c) noxious, toxic, or corrosive fumes or gases; (d) obnoxious odors; (e) dust, first or fly ash; (f) unusual fire or explosive hazards; (g) excessive or reoccurring vibrations resulting on adjacent parcels; (h) any other activity that creates a nuisance or is not harmonious with the intent of this Declaration.

6. Smoking is not permitted in the Common Areas, except in designated smoking areas identified by the SPOA.

7. The SPOA will not be responsible for lost or stolen personal property, money or jewelry from the Common Areas and parking decks managed by the SPOA regardless of whether such loss occurs when the area is locked against entry or not.

8. There shall not be conducted any activity on or about the Common Areas which will draw pickets, demonstrators, or the like.

9. All vehicles are to be currently licensed, in good operating condition, parked for business, retail, or residential purposes in the Community, parked within parking spaces designated by the SPOA from time to time, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in any parking area. Any vehicle not in compliance with these rules and regulations and/or parked improperly may be towed away. Any party who does not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. The SPOA may issue parking violation notices and tickets, and/or place a "boot" or "barnacle" on the vehicle to immobilize it and may levy a charge of One Hundred Dollars (\$100.00) to remove the "boot." or "barnacle", and/or have any such violating vehicles towed. The owner or driver of such vehicle shall be liable for such parking violations.

The SPOA shall be held harmless from any liability arising from the towing or booting of any vehicles as permitted hereby.

10. No party is permitted to enter into any phone rooms, electrical rooms, mechanical rooms, or other service areas of the Community unless expressly authorized by the SPOA and accompanied by a Community manager for the SPOA.

11. No party, other than authorized governmental law enforcement personnel, is permitted to bring onto the Common Areas any handgun, firearm or other weapons of any kind.

12. No party is permitted to bring onto the Common Areas any illegal drugs or alcoholic beverages, unless the sale, distribution or consumption of alcoholic beverages (a) has been previously approved as part of an event or activity that has been expressly approved by the SPOA or is otherwise expressly approved by the SPOA and (b) such is in compliance with all applicable governmental laws and regulations.

13. No party shall be permitted to do or permit anything to be done within the Common Areas, or bring anything therein which shall in any way increase the rate of fire insurance on the Community, or on the property kept therein, or obstruct or interfere with the rights of any tenants or occupants of any buildings in the Community (expressly excluding and with no intent for such to create any exclusive use for any tenant or occupant of any buildings in the Community), or in any way injure or annoy them or those having business with them, or conflict with the regulations of the fire department, or the fire laws, or with any insurance policy upon the Community or part thereof, or with any rules or ordinances established by any governmental authority.

14. No portion of the Common Areas shall be occupied or used as sleeping or lodging at any time and no recreational vehicles shall be used for sleeping or lodging within any parking areas.

15. Use of the Common Areas by all parties shall be subject to and used in compliance with all laws, rules, orders, ordinances and regulations of the city, county, state or federal government, and of any department or bureau of any of them, and of any other governmental authority having jurisdiction over the Community.

16. The SPOA shall, in no case, be liable in damages for the admission or exclusion of any person from the Common Areas. In case of invasion, mob riot, public excitement or other commotion, the SPOA reserves all rights to prevent access to the Common Areas. The SPOA has the right to evacuate the Common Areas in the event of an emergency or catastrophe.

17. Canvassing, soliciting and peddling in the Common Areas are prohibited. No party shall distribute brochures or other material in the Common Areas nor take any action, which in the sole and exclusive judgment of the SPOA would constitute a nuisance, or would disturb, endanger, or interfere with the rights of other persons to use the Common Areas, or would tend to injure the reputation of the Community.

18. Except for service animals, the SPOA reserves the right to require the removal from the Common Areas any animals which constitute a nuisance, or which are disturbing, endangering, or interfering with the rights of other persons to use the Common Areas. Each animal owner is responsible for removal of all animal waste from the Common Areas and disposal in SPOA authorized disposal containers. Except for service animals and except in any such enclosed animal park areas where expressly authorized by the SPOA, all animals are to be maintained on leashes or otherwise in appropriate containers as applicable.

19. Any plumbing facilities located in the Common Areas shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein.

20. All deliveries shall be made via such loading dock and loading areas and during such hours as shall be designated by the SPOA, and the SPOA in all cases shall also have the exclusive right to prescribe the method and manner in which deliveries shall be brought in or taken out of the Common Areas. The SPOA's written approval shall be obtained for any delivery after normal business hours.

21. All trash pickup and exterior cleaning shall be made during such hours and utilizing such procedures as designated by the SPOA, and the SPOA in all cases shall also have the exclusive rights to prescribe the method and manner in which such trash pickup and exterior cleaning shall be performed in connection with areas within or visible from the Common Areas.

22. The SPOA reserves the right to authorize or otherwise conduct concerts, entertainment events and other outdoor activities in the Common Areas (“Special Events”). The SPOA reserves the rights to implement special rules and regulations applicable to such Special Events. The Common Areas may not be used for any events by others that are not expressly approved in advance by the SPOA and without implementation and enforcement of any such Special Events rules and regulations required by the SPOA.

23. The SPOA reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in the SPOA's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Common Areas.

24. These rules and regulations are not intended to give any party any rights or claims in the event that the SPOA does not enforce any of them against any other party or if the SPOA does not have the right to enforce them against any other party and such non-enforcement will not constitute a waiver as to any such party.