

REGIME RULES  
OF  
SHELBY POINTE CONDOMINIUM HOMES

The Board of Administration (the "Board") of the Council of Co-owners of Shelby Pointe Condominium Homes (the "Council"), under authority conferred by both the Master Deed and Declaration of Condominium Property Regime of Shelby Pointe Condominium Homes (the "Master Deed") and the Bylaws of the Council, hereby adopts the following Regime Rules (the "Rules") for Shelby Pointe Condominium Homes (the "Regime"):

1. Wherever in these Rules there is reference to "unit owners," such term shall be intended to apply to the unit owner of any condominium unit, to such unit owner's tenants in residence, and to any guests, invitees or licensees of such unit owner or tenant of such unit owner. Wherever in these Rules reference is made to "common elements," such term shall be intended to apply to both general and limited common elements unless otherwise expressly stated. Wherever in these Rules reference is made to the Board, such reference shall include the Board and the management agent where such authority is delegated by the Board to such management agent.

2. Nothing shall be done or maintained in any condominium unit or upon the common elements which would be in violation of any law.

3. No noxious or offensive activity shall be carried on within or outside any condominium unit, nor shall anything be done or be permitted to remain in any condominium unit or on

the common elements which may be or become a nuisance or annoyance to the other unit owners.

4. Unit owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other unit owners. All unit owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument in their condominium unit sufficiently reduced at all times so as not to disturb other unit owners in any building.

5. Unit owners shall not permit any act or thing deemed extra-hazardous on account of fire or that will increase the rate of insurance on the premises. Unit owners shall not keep any gasoline or other explosive or highly inflammable material in said premises or storage areas.

6. No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any condominium unit or upon any common element except where expressly authorized by the Board. Trash and garbage containers shall not be permitted to remain in public view, except that garbage in sealed disposable bags may be placed at garbage pick-up points on scheduled pick-up days.

7. Drapes, curtains, blinds, shades, etc., visible from the exterior of Regime buildings shall be white or a shade thereof.

8. Unit owners shall not suffer or permit anything to be thrown out of the windows of the unit or down upon the grounds of the common elements or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the unit, and shall not permit anything to be placed in or hung from the outside of said windows.

9. There shall be no obstruction of the general common elements. Nothing shall be stored upon the general common elements without the approval of the Board.

10. No baby carriages, velocipedes, motorcycles, bicycles or other articles of personal property shall be left unattended on the grounds of the common elements.

11. The entrances, doorways, steps and approaches thereto shall be used only for ingress and egress.

12. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time.

13. No clothing, laundry, rugs, wash or any other item shall be hung from or spread upon any window, patio area or exterior portion of a condominium unit, or in or upon a general common element.

14. All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

15. The maintenance, keeping, breeding, boarding and raising of animals or poultry of any kind, regardless of number, shall be and is hereby prohibited, within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of a small dog, cat and caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Areas within the Regime may be designated as the sole areas for the curbing of animals. In no event shall any animal be permitted in any of the common elements of the Regime unless carried or on a leash. The owner of such animal shall indemnify the Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Regime. If a dog or other animal becomes obnoxious to other unit owners by barking, biting, elimination in undesignated areas (designated areas may be set by the Board) or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the unit owner upon written notice by the Board, shall be required to dispose of the animal.\* AMENDED August 7, 2018 to include additional restrictions. See page 8.

16. All persons shall be properly attired when present on any of the common elements.

17. Solicitors are not permitted on the Regime without the prior written consent of the Board, which consent shall be at the sole and unfettered discretion of the Board. Any unit

owner who is contacted by a solicitor should notify the Board's office immediately.

18. The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates, be in operating condition and be parked in designated parking areas. No auto repairing shall be permitted on the parking areas.

19. All unit owners must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense, with the cost of moving or towing being added as a part of the responsible unit owner's monthly maintenance charge.

20. No buses, trucks, trailers or commercial vehicles shall be parked in the parking areas or in driveways.

21. No boats, motorcycles, campers or recreational vehicles shall be parked or stored in the Regime unless the Board sets aside a special area or areas for storage of boats, motorcycles or campers at its discretion.

22. Parking on yards and sidewalks, and parking that blocks sidewalks or driveways shall not be permitted, and parking on asphalt driveways at any point between the street and the designated parking areas is prohibited. Each unit owner expressly agrees that if he shall illegally park or

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abandon any vehicle, the unit owner will hold the Council harmless from any and all damages or losses that may ensue.

23. The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the unit owner causing such damage.

24. The planting of plants, flowers, trees, shrubbery and crops or landscaping of any other type is prohibited in the general common elements immediately adjacent to the condominium units without the prior written approval of the Board.

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25. Employees and agents of the Board are not authorized to accept packages, keys, money (except for condominium charges) or articles of any description from or for the benefit of the unit owners. If packages, keys, money or articles of any description are left with the employees or agents of the Board, it shall be at the sole risk of the unit owner. The Board does not assume any responsibility for loss or damage in such cases.

26. Deliveries requiring entrance to a unit owner's condominium unit will not be accepted unless the unit owner has signed an admittance slip and left a key. The Board cannot assume any responsibility for the condition in which deliveries are received.

27. Any damage to the equipment, facilities or grounds of the common elements caused by a unit owner, his family, pets, tenants, guests or invitees shall be repaired at the expense of the unit owner.

28. In compliance with Section N of the Master Deed, each unit owner shall provide the Board with a Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect, said certificate to provide thirty (30) days notice to the Board prior to cancellation of insurance.

29. The unit owner shall comply with all of the Regime Rules hereinabove set forth and with any amendments thereto or any other Regime Rules which the Board, in its sole and unfettered discretion, may hereafter adopt.

Certificate of Adoption

The undersigned developer and owner of all units of the Regime hereby adopts the foregoing as the Regime Rules of the Council of Co-owners of Shelby Pointe Condominium Homes on \_\_\_\_\_, 19\_\_\_\_.

MARQ CORP.

By \_\_\_\_\_  
Ralph L. Marquette, Sr.  
President

Shelby Pointe Pet Policy – Rules and Regulations AMENDMENT

Pets (UPDATED AS OF 8/7/2018\*)

The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited, within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of dogs, cats, or any other domestic animal, not to exceed two in number provided that (a) they **do not exceed 40lbs in weight at full growth**, (b) **they are not considered a dangerous breed that may increase insurance premiums**, such as Akita, Pit Bull, Doberman, etc., (c) they are not kept or maintained for commercial purposes or for breeding. In no event shall any animal be permitted in any of the common elements of the Project unless carried or on a leash.

Pet owners are responsible for the immediate removal and proper disposal of solid animal waste.

Service dog and emotional support pet requests must be in writing and submitted to the Board. Please include nature of disability, type of service/support animal, certification or license and size of animal. All companion/therapy/support animal requests **must also have an accompanying letter from a medically licensed treating physician or therapist** explaining how the disorder qualifies as a disability under the Fair Housing Amendments Act of 1988 and how the emotional support animal alleviates it. The Association may also request the letter confirms the type of pet, or a specific pet, needed to accommodate a homeowner's disability.

\*As of 9/1/2018, any owner who currently houses a dog over 40lbs (not to exceed two pets) as of the date of this amendment, is hereby grandfathered in until such time the dog is no longer residing in the unit or owner moves or sells the unit. There are currently 3 owners who will be grandfathered in. A complete list is on file with the Board of Directors and the Management Company.