***SUNSET COVE CONDOMINIUM & REAL ESTATE LOTS (March 2024)***

# RULES & REGULATIONS

 The Rules and Regulations hereinafter enumerated as to Sunset Cove Condominium

Owners Association shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all Owners. Owners and Lessees shall, always, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, service people and other persons over whom they exercise control and supervision or who are on property at the Owner’s request for whatever reason. The initial Rules and Regulations are as follows:

1. Sidewalks, walkways, and entrances of multi-family units must not be obstructed or encumbered or used for any purpose other than ingress and egress. Bicycles, wagons, golf carts or other objects of similar type and/or nature shall not be left therein.

1. Personal property of all Sunset Cove Owner’s shall be stored within their units, or in storage areas that are attached to and included in the legal description of the Owner’s property.

Open back decks of multi-family units are not a designated storage area for long term storage. Hot tubs are not permitted on decks of multi-family units without Board approval.

1. The Association assumes no liability for, nor shall it be liable for any loss and/or damage to articles left or stored in common or any other areas.

1. Any damage to the general common elements or common personal property caused by any owner or their family, guests, agents, tenants, etc. shall be repaired at the expense of the Property Owner.

1. The Association Manager or the Board of Directors shall retain a passkey to each multi-family unit. No Owner shall alter any lock or install a new lock on any door leading into a unit without providing a new key to the Association Manager. If an Owner has not provided the Association Manager or Board of Directors with a passkey, and in an emergency, the door to the unit will be opened with the Owner being solely responsible for any damaged incurred during entry.

1. The general appearance of and cleanliness of the decks is the responsibility of the multi-family unit Owners. Care should be exercised when washing down or sweeping decks to prevent debris from littering decks of those below. Property in Sunset Cove shall be kept free and clear of refuse, debris, and other unsightly material. Unsecured decorative pieces or other items must not be placed on the railings.

1. All garbage and trash must be placed in properly closed plastic garbage bags and placed in the common trash areas for condominium units. Homes and town homes must place trash in properly closed plastic garbage bags and then place the bags in containers with lids.

Trash is currently scheduled to be picked up on Monday and Friday mornings (schedule is subject to announced changes). Trash that is not properly presented by the individual homeowners for pickup will be left for the owner to dispose of. Please make sure that all trash is properly bagged. Any owner who wishes may place their trash in the Sunset Cove Dumpster on any day of the week. The code to the dumpster is #9900.

There is no burning of trash, litter, leaves, tree debris, etc. on Sunset Cove property. No cigarette or cigar butts may be thrown on common property or grounds. In the projects best interest, Do Not Litter. Any owners leaving trash, debris, litter, bottles, cans, cigarette, or cigar butts, etc. on or around their property will be billed for the cleanup of said objects.

In addition, fines will be assessed for littering as follows: $100 first offense, $250 second offense, $500 third and subsequent offenses.

1. Owners are to notify the Association Manager of any contractors or other parties doing work for the Owner. The conduct of any contractor or their parties is the responsibility of the Property owner. It is the Owner’s responsibility to see that workers clean up after the work is completed. Owners failing to do so will be responsible for reimbursing the Association for any clean up or damage repair costs.

1. No Owner shall store boats, trailers, mobile homes, recreation vehicles, buses, and the like on Sunset Cove property except in garages or for a short time in the clubhouse parking lot after obtaining permission from the Association Manager. RV’s, boats, etc. may be parked at multi-family units or homes for a short period of time for loading or unloading of goods. The parking, storage, or repair of unlicensed or disabled vehicles is prohibited and any such vehicle will be subject to removal at the Owner’s cost.

Boat trailers only may be stored in a designated area after obtaining permission by the Association Manager.

1. Employees of the Association shall not be sent off the Sunset Cove premises by any Owner at any time for any purpose. No owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association. Further, employees of the Association are under no circumstances to be asked by any Owner to perform tasks for the Owner during the hours that he or she is employed by the Association.

1. No Owner shall make or permit any activity or disturbing noises that will interfere with the rights, comforts, or convenience of other residents. No musical instruments, phonograph, television, radio, stereo, or other sound amplifier shall be played or operated in such a manner as to disturb or annoy other residents. The volume as to the foregoing shall be lowered from 10:00 PM to 8:00 AM each day. Any owner in violation of the above will be fined as follows: $50 first offense, $100 second offense, $200 third and subsequent offenses.

1. No sign of any kind shall be displayed to the public view on any unit except one sign not more than five (5) square feet, advertising the property for sale; signs of such shape, size and location as the Declarant deems necessary for security control and to advertise the project; one sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owner’s and/or the unit number. Written permission must be obtained from the Association Manager before posting any signs.

1. No cat, dog, bird, reptile, or other animal (hereinafter for brevity termed “animal”) shall be kept, maintained, or harbored on any part of the condominium property or unit unless the same in each instance is expressly permitted in writing by the Association Manager or the Board of Directors. No pets shall be allowed in Sunset Cove which are not properly leashed and controlled by the Owner thereof so as not to unreasonably annoy or disturb other residents of Sunset Cove. Pets shall, under no circumstances, be allowed in the clubhouse. Pet owners shall be responsible for promptly cleaning up after their pets. All pets shall be licensed, when applicable, and a vaccination certificate produced if requested by the Association Manager or the Board of Directors.

1. No work of any kind shall be done upon the exterior building walls of the multifamily units except for windows and skylights or upon the common elements by any Owner. Such work is the responsibility of the Association.

1. No Owner, resident or tenant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines or air conditioning units be installed on the exterior of the project, or that protrudes through the walls or the roof of the condominium improvements except as may be expressly authorized in writing by the Association.

1. Changes in the exterior appearance of the individual homes and multi-family units are not permitted unless approved by the Board of Directors and the Architectural Control Committee.

1. Planting or changes in landscaping on the Common Property are not permitted without Grounds Committee approval.

1. Single Family Homeowners and Lot Owners will be notified in writing via email by the COA if their property needs mowing and/or grooming. If they do not comply within a reasonable time, a certified letter will be sent to the owner notifying them to mow/groom the property within two weeks of the receipt of the letter. If the property isn’t mowed/groomed, the Sunset Cove COA maintenance crew will mow and/or groom the property to the Association’s satisfaction and a bill at the rate of $150 per man hour plus a $200 fine will be sent to the Owner.
2. The discharge of fireworks is prohibited on all properties in Sunset Cove, including boat docks and the land access to the boat docks. Any use of fireworks will be subject to a $250 fine for the first offense and $500 for the second and subsequent offenses.

1. The use of any type of firearms (including B-B guns) is prohibited.

1. No vehicles belonging to or under the control of an Owner or a member of the family or a guest, invitee, tenant, or employee of an Owner shall be parked in such a manner as to impede or prevent ready access to any part of the project. Vehicles shall be parked within designated parking areas. Traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

Any owner in violation of the above will have the vehicle towed at their expense. In addition, they will be responsible for all cost of damages caused by this action and be fined as follows: $50 first offense, $100 second offense, $200 third and subsequent offenses.

1. No vehicles, other than emergency vehicles or vehicles under the control or direction of a resident, shall be permitted on any area other than the designated roads within Sunset Cove. Any damage caused or created by an Owner, family member, guest, tenant, etc. will be repaired and billed to the owner in question.

1. The Association will have all fireplaces in the multi-family units inspected each year. The inspection will be at the expense of the Association, but any cleaning and/or repair will be the responsibility of the owner. The Association assumes no liability for the maintenance or repair work. The Association’s intent is to assist the homeowner in assuring the fireplaces are cleaned annually. By inspecting the fireplaces of all multi-family units at one time the cost for inspection and/or cleaning is kept to a minimum. The services provided are intended only as a courtesy to the multi-family unit Owner’s and in no way waives or assumes the responsibility of the Owner.

1. Any owner, lessee, family member, guest, invitee, etc. suspected of vandalism and/or malicious destruction or theft of property will be prosecuted to the full extent of the law.

1. It is recommended that when multi-family Owner’s leave their units during cold weather for any extended period, they shut off their water and water heater and set their thermostats at a minimum of 60 degrees. All Owners who adhere to this suggestion must drain their water heater. You are responsible for any cost to repair your unit or other units caused by a water leak in your unit.

**Effective July 2022**

26. Because of fire hazard, charcoal fires are not allowed on the balconies or patios of multi-units. In addition, no firepits or open flame devices or amenities are allowed other than ones specifically stated herein. We have been advised by our insurance carrier that the “no-charcoal” rule should be applied to all multi-family units. Propane and electric cookers are allowed. They may be used and stored only on Limited Common balconies and patios. This is in effect until September 30, 2024

**Effective October 1, 2024**

(new) 26. Due to new requirements from Sunset Cove’s insurance carrier, multi-units and common areas can no longer use grills, hibachis, smokers, fire pits or other similar devices used for cooking and/or heating or that produce any type of flame or uses a flame ignition system, charcoal, pellets, wood of any type, paper, cardboard, artificial fire fuel sources or anything that produces a flame of any type.

Regarding the application and enforcement of this rule/regulation it ***DOES NOT*** include electric grills or heaters. The rule applies ***ONLY*** to multi-unit and common area buildings/structures, including but not limited to carports.

Any of the devices mentioned above are not to be used under any circumstances under or beneath any overhanging portion or within 10 feet (3 meters) of any structure. This keeps the ignition source a safe distance from the structure, such as condos, buildings, or townhomes, and away from exterior areas. In addition, these devices cannot be stored on balconies. Where grills are stored on balconies, the probability is high they will be used there as well.

Unless otherwise stated, violation of any of the aforesaid Rules and Regulations will be subject to the following fine structure:

* Written warning
* $100 second offense
* $200 third and subsequent offenses.

NOTE: Below is the information provided by the Association’s insurance carrier related to this issue. Also, please note that if the Association’s carrier increases rates for non-compliance, those found to be in violation will be responsible for, but not limited to, the increased costs of insurance as provided under the Missouri Uniform Condominium Act.

***Farmers Insurance: “There must be enforced prohibitions on the use of charcoal, wood, or gas grills, fire pits or similar devices on any balcony, under any overhanging portion, or within 10 feet of any structure for the Habitational program. Please note, there are no concerns regarding Electric Grills. Electric Grills are an acceptable alternative to other types of grills.”***

1. The posted speed limit and other road signs should be strictly observed.

1. Work orders should be submitted to the Association Manager. You may come by the office or call in your work order or submit it by e-mail. Please refrain from asking the maintenance crew to complete your requests. They are busy and may forget or overlook your request. The Association Manager will be responsible for writing up the work order and seeing that it is given to the Maintenance Department.

1. As per FCC regulations, satellite dishes 18” in diameter or smaller may be installed at individual units at the discretion of the Owner. All Owners must obtain permission in writing from the Association as to the location to install satellite dishes 18” in diameter or smaller.

1. The exterior side of all window treatments in the multi-family units must be white, cream or light beige in color. Owners are responsible for costs of repair or replacement to all windows, doors and skylights.

1. Multi-family unit Owner, after obtaining written permission from the Board of Directors, will be responsible for all maintenance and upkeep of any modifications made to the outside of the building, such as the modification of decks, windows, doors, stairs, satellite dishes, awnings, etc.

1. Complaints regarding the service of the Association shall be made in writing to the Board of Directors of the Association through the Association Manager. Complaints may be hand delivered to the Association Manager office or mailed to: Sunset Cove C.O.A., 172 Sunset Cove, Branson, MO 65616.

1. Payments of maintenance fees, assessments and/or other fees shall be made to the Association Manager’s office at the address stated above. Payments made in the form of checks shall be made payable to the order of “Sunset Cove C.O.A.”.

1. There is no smoking less the fifty (50) feet from the exterior of any building in the Condominium, unless it is within an area designated by the Board as a smoking area. This includes but is not limited to outdoor decks and patios. Further, smoking is prohibited within all amenities including the pool and clubhouse. For the purposes of this rule, the term smoking shall include inhaling, exhaling, burning, vaping or carrying any lighted or burning substance in any form, including but not limited to tobacco and marijuana products. Further, “nuisance” is used in the same manner as more particularly described in Section 32 of the declaration.

1. Unless otherwise stated, violation of any of the aforesaid Rules and Regulations will be subject to the following fine structure:

$100 second offense

$200 third and subsequent offenses.

*The Rules and Regulations as revised by the Board of Directors in June of 2022 shall be followed and enforced as stated unless and until revisions are made by the Board of Directors. These Rules and Regulations in no way affect those that are contained in the Association Declarations and Bylaws.*

# CLUBHOUSE RULES AND REGULATIONS

 Rules & Regulations for the Clubhouse shall be as follows:

1. The clubhouse is unlocked from 6:00 AM to 6:00 PM each day (subject to periodic, posted change).

1. Permission to use the Clubhouse for a private or special function must be obtained by written application to the Association Manger and submitted for approval at least seventy-two (72) hours in advance. Application signor must be always present while the building is in use for a private or special function. Owners are responsible for the cleanup and the removal of all trash after their function. See the attached Rental Agreement for more specific details.

1. The Clubhouse shall not be used for profit making purposes by any individual, group, or similar organization. The Clubhouse is intended for owners and their invited guests use only.

1. In accordance with local fire regulations, the number of persons permitted in the Clubhouse at any one time may be limited by the Board of Directors. The currently approved occupancy is 120.
2. Swimming suits and wet towels are not permitted in the carpeted areas of the Clubhouse.

1. Children under the age of twelve (12) are not permitted to use the exercise equipment, hot tub, sauna, or steam room.

1. Children under the age of twelve (12) are not permitted to use the pool table unless supervised by an adult of eighteen (18) years of age or older.

1. A library has been provided for the use of all Sunset Cove Owner’s. You may donate any books, magazines, children’s games/toys etc. that you like. The library is on the honor system to all who wish to use and enjoy it.

1. No smoking is allowed in the Clubhouse.

# SWIMMING POOL RULES

 Rules and Regulations for the Swimming pool and its area shall be as follows:

1. The clubhouse is unlocked from 6:00 AM to 6:00 PM each day (subject to posted change).

1. Glass containers and/or objects are not permitted in the enclosed pool area. Any drinks or beverages must be in aluminum cans, plastic containers, or paper cups. Food is not allowed in the pool area.

1. There is **no lifeguard on duty** at any time in the pool area. Persons are hereby notified that the use of the pool, Jacuzzi, and saunas are at their own risk. Persons under twelve (12) years of age are not permitted to use the pool unless accompanied by an adult or guardian eighteen (18) years of age or older.

1. Pool accessories or swim equipment larger than body rings shall not be used when the pool is crowed.

1. No diving into the pool is permitted.

1. Running in the pool area is not permitted. Do not push people into the pool to prevent injury to those swimming, as well as for the safety of the person being pushed.

1. No oils or lotions are permitted in the swimming pool. Showers are in the restrooms for use before entering the pool. Regular swimming attire should be worn. No cutoff, etc. (These types of materials may cause the drain and/or filters to clog).

1. Any person having an infectious or communicable disease is prohibited from using the pool.

1. Any person having open blisters, cuts, etc. is advised not to use the pool.

1. Spitting, spouting water, blowing the nose, or discharging bodily wastes in the pool or hot tub are strictly prohibited.

1. The designated employees of the Association reserve the right to refuse admittance or eject from the pool, premises and clubhouse, any person failing to comply with any of the

above health and safety regulations. This reservation of rights applies to all the Rules and

 Regulations in the clubhouse.

# HOT TUB, STEAM ROOM AND SAUNA RULES

 Rules and Regulations for the hot tub, steam room and sauna shall be as follows:

1. All applicable rules regarding the swimming pool apply.

1. For health reasons, no children under the age of twelve (12) are permitted in the hot tub, steam room or sauna.

1. Extended exposure to the hot water or vapors may be detrimental to the health of persons who are pregnant or who have a heart condition, diabetes, high or low blood pressure, and the elderly.

1. If you are using any of these facilities alone, it is advisable to let someone know when you expect to leave the premises in case of an emergency.

**ATTACHMENT**

**Sunset Cove Clubhouse Use Agreement**

This “Sunset Cove Clubhouse Use Agreement (“Agreement”) is required to be signed by any Owner wishing to reserve the Sunset Cove Clubhouse for personal use. Only Owners who are in “good standing”, which is defined as being current in the payment of assessments and fines and not in violation of the Association’s governing documents (including the Declaration, By-Laws and rules and regulations) may reserve the Clubhouse.

1. The Owner will be fully responsible for the clean-up of the clubhouse after the event, and for any damage or theft that occurred during the function, including, but not limited to damage to or theft of equipment, exercise equipment, furniture, fixtures, either inside or outside the building. The Owner agrees that any such damage or theft amount shall be levied against such Owner’s unit and collected as an assessment pursuant to the Declaration.
2. The Clubhouse must be in clean condition by 8:00 a.m. the day following the event unless prior arrangements are made with the Association. Clean-up includes the following:
	1. All trash has been placed in plastic bags and taken to the dumpster
	2. All tables and chairs have been wiped down and left clean
	3. All furniture has been moved back in place
	4. Kitchen/Bar area, including floor and dishes, have been cleaned and properly put away
	5. Men's and Ladies restrooms, including floors, have been left clean
	6. Floors have been cleaned of any debris, mopped, and/or vacuumed, if needed
3. The Clubhouse may only be used by Owners and their guests for private recreational purposes only. The Clubhouse may not be used for any commercial or business activity.
4. In reserving the Clubhouse, Owner assumes full responsibility for personal injury to him/herself and to Owner’s guests and invitees, and further releases and discharges the Association for injury, loss or damage arising out of Owner’s reservation and/or use of the Clubhouse, and/or use of the Clubhouse by any of Owner’s guests or invitees.

1. Owner agrees to indemnify and defend the Association, and its directors, officers, representatives and agents against all claims, causes of action, damages, judgments, costs or expenses, including attorney’s fees and other litigation costs, which may in any way arise from Owner’s reservation and/or use of the Clubhouse, and/or use of the Clubhouse by any of Owner’s guests or invitees.

By signing below, Owner agrees to the above conditions.

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Signature Date Print Name

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Signature Date Print Name

Sunset Cove address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reservation approved subject to the above conditions:

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Sunset Cove COA Date Print Name & Title

Revised May 2022