

RULES AND REGULATIONS
CASA DEL SOL CONDOMINIUMS

The following Rules and Regulations have been established for the benefit of all Owners by the Board of Directors of the Association. All of these Rules and Regulations are subordinate to the Declaration of Covenants, Conditions, Restrictions, and Easements for Casa Del Sol Condominiums (the "Declaration"). In the event of a direct conflict between the Declaration and these Rules and Regulations, the Declaration shall control.

DEFINITIONS

The terms used in these Rules and Regulations shall have the same meanings as set forth in the Declaration. To assist you in reading these Rules and Regulations, some of the definitions contained in the Declaration are repeated or paraphrased below. Several definitions not contained in the Declaration are also included.

"Association" means Casa Del Sol Condominium Association, whose members are the Owners.

"Balcony" means the individual balcony or patio area extending from a Unit (if any) available for exclusive use in connection with such Unit.

"Board" means the Board of Directors of the Association.

"Common Elements" means all portions of the Condominium other than the Units.

"Limited Common Elements" means the Balcony or Patio adjacent to each Unit, the covered garage parking space and area assigned to each Unit, the uncovered parking space assigned to each Unit, and any stoop, vestibule, or entry way designed for the exclusive use of a Unit.

"Manager" means the manager or management agent appointed or retained by the Association to manage the Condominium.

"Owner" means the Owner of a Unit.

"Owners Interest" means a Unit together with the related undivided interest in the Common Elements and Limited Common Elements.

"Patio" means the individual area extending from a Unit (if any) available for exclusive use in connection with such Unit.

"Penalty" means a monetary penalty, a restriction or prohibition of use of the Common Elements, and/or suspension of voting and other rights and privileges, which is imposed by the Board for violations of the Declaration, the Bylaws, or the Rules and Regulations, including, without limitation, the failure to pay regular or special assessments for Common Expenses.

"Unit" means a dwelling unit as described in the Declaration.

AMENDMENT

The Board may amend these Rules and Regulations from time to time by majority vote.

VIOLATIONS

Failure to abide by these Rules and Regulations or the terms and conditions contained in the Declaration may result in the imposition of a Penalty by the Board on an Owner, after such Owner has been given notice and an opportunity to be heard. Unless otherwise specified, all assessments, regular or special, are due and payable on the first (1st) day of each month. The Board may impose a lien against the Unit of any Owner who is fifteen (15) days, or more, in arrears of the assessment payment and such lien shall remain in effect until all fees are paid in full, including the cost of imposing and removing the lien, and a late fee equal to the greater of fifteen dollars (\$15) per delinquent assessment or ten percent (10%) of the amount of the unpaid assessment or any greater amount that may be permitted by law (but not, in any event, more than interest at the rate of 18% per annum on the amount of the unpaid assessment). The Board may also bring an action at law against the Owner personally obligated to pay such assessment fee to collect full payment of such assessment, including the cost of any legal fees incurred. The Association shall be entitled to recover its reasonable attorney's fees and other costs incurred in the event it prevails in any legal action or proceeding brought against an Owner or Occupant to enforce these Rules and Regulations.

GENERAL USE RESTRICTIONS

1. Except in areas which may be designated for such purpose by the Board or the Manager, the personal property of all Owners and Occupants shall be stored within their Units. The Manager shall not be responsible for any belongings left unattended or improperly stored by an Owner, members of his or her family, guests, tenants, invitees or licensees.

2. There shall be no obstruction of, nor shall anything be stored in, the Common Elements without the prior written consent of the Board or the Manager. No garbage cans, supplies or other articles of any kind shall be placed on the patios, decks, balconies or entry ways or in the covered garages, nor shall any linens, cloths, clothing,

PARKING

Only vehicles allowed by the Declaration and owned by an Owner or Occupant may be parked on the Property. Vehicles shall only park in designated parking spaces. The parking areas of the Condominium shall be used in accordance with such regulations pertaining thereto as shall be adopted from time to time by the Board. No vehicle belonging to any Owner or Occupant shall be parked in any unauthorized area or in such manner as to impede or prevent access to another parking space or any fire lane. Vehicles improperly parked are subject to being towed away at the applicable Owner's or Occupant's sole expense. No repairs to vehicles shall occur within the Condominium.

EXTERIOR APPEARANCE

All drapery materials facing the outside of windows visible to other Units or in the Common Elements shall be white or off-white to provide a uniform appearance for the Property. Enclosures, shades, screens or other items affecting the exterior appearance of any patio or balcony shall not be permitted without the express written consent of the Board.

MISCELLANEOUS SAFETY AND HEALTH RULES

1. No Owner or Occupant shall allow anything whatsoever to fall from the windows, patios, decks, balconies, entry ways or doors of the Condominium, nor shall he or she sweep or throw from his or her Unit, any dirt or other substances outside of his or her Unit or into the Common Elements of the Condominium.

2. No Owner or Occupant shall direct, supervise or in any manner attempt to assert control over the employees or other agents of the Manager or the Association.

3. No Owner or Occupant shall make or permit any disturbing noises or offensive odors to be generated by himself, family members, guests, tenants, invitees or licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the other Owners or Occupants. No Owner or Occupant shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a stereo, television, radio or sound amplifier in his or her Unit in such manner as to disturb or annoy other Owners or Occupants. All Occupants shall lower the volume as to the foregoing items from 10:00 p.m. to 8:00 am. The Board of Directors shall have the right to abate all nuisances in or about the Condominium.

4. No radio, television, cable, data, or telephone installations or other wiring shall be made without the prior written consent of the Board or the Manager. The Board may establish standards for wiring within a Unit and the adjacent walls and ceiling for items such as ceiling fans, sound systems, intercoms, telephone and data wiring, and

television cables and may establish standards permitting or prohibiting "mini-dish" television or Internet receivers. No such installation shall be permitted unless allowed by and fully complying with the standards established by the Board.

5. No barbecue grills of any type may be used or stored on balconies or patios, within Units, or on the Common Elements, except charcoal or propane grills are permitted if allowed under the local fire code.

6. No inflammable, combustible, explosive, or otherwise dangerous fluid, chemical or other substance shall be kept in any Unit, except such as are required for normal household use.

7. Water shall not be left running for any unreasonable or unnecessary length of time.

8. Refuse and bagged garbage shall be deposited only in such areas as expressly provided therefor.

9. Owners and Occupants shall be responsible for the conduct of members of their families, their guests, tenants, invitees and licensees. Owners and Occupants shall ensure that such persons' behavior is neither offensive to any Owner or Occupant nor damaging to any Unit or portion of the Common Elements.

10. Complaints regarding the operation and maintenance of the Condominium and violations of these Rules and Regulations should be made or reported, in writing, to the Manager or the Board.

11. Use of all recreational facilities is at the user's risk.

12. No dangerous, illegal, or obnoxious activities may be conducted in any Unit at any time.

13. In case of an emergency originating in or threatening the condition of any Unit or the Common Elements or the health or safety of any person, the Board, through an authorized representative thereof, including but not limited to the Manager, shall have the right to enter any Unit for the purpose of remedying or abating such emergency.

LEASING OF UNITS

A Unit may be leased in accordance with the use limitations of the Declaration. Prior to any tenant's occupancy of an Unit, an Owner must provide the following tenant information: name(s) of tenant; number of tenants, including number of children under age 13, if any; tenant's home and work telephone number; tenant(s) vehicle make and

license number; and a signed statement from the tenant verifying receipt of these Rules and Regulations.

USE OF THE POOL FACILITIES

Use of the pool and related amenities at Casa del Sol Apartments is by separate contract between the Association and the owner of Casa del Sol Apartments and is subject to termination or expiration pursuant to the terms of that contract. Use is subject to all rules and regulations adopted by Casa del Sol Apartments, as they may be promulgated, modified, or revised from time to time. Use hours and rules are posted at the pool areas. Use of the facilities is solely at the user's own risk. No lifeguard will be on duty. Children under the age of twelve (12) are not permitted in the pool areas unless accompanied by an adult. Hours and rules are subject to change at the discretion of the Association. Any person violating any of these rules will be denied use of the facility, and any other applicable Penalty may be imposed.

INSPECTION OF ASSOCIATION RECORDS

An Owner may, subject to the provisions of the Declaration and Bylaws, personally inspect the Association's books and records by appointment with the Manager during the Manger's regular business hours. An Owner who seeks to copy any of the Association's books or records, whether pursuant to the provisions of the Association's Bylaws or any applicable provision of law, shall make such request in writing to the Manager at least three (3) business days prior to the date on which such copies are sought and shall pay the reasonable costs of copying the records.

The foregoing Rules and Regulations were adopted by the Board of Directors of Casa Del Sol Condominium Association, effective June, 25th, 2001.

Robert T. Hall

Director
Title: