

WINDING BROOK CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
South Burlington, Vermont

ADMINISTRATIVE RULES AND REGULATIONS OF THE ASSOCIATION
As Amended on January 07, 2004.

These Administrative Rules and Regulations are promulgated under the authority of the Declarations and By-Laws of Winding Brook Condominium Homeowners Association, Inc., and the Vermont Condominium Administrative Rules and Regulations. The word "his" should be read, in all contexts, as meaning "his or her".

1. a) Each unit shall have a designated garage space and parking lot space. Residents and/or guests visiting a particular unit may use only the parking lot space or garage space assigned to that unit at any time. Residents and guests may also park on Winding Brook Drive or the access road leading to the garages between Buildings E and G provided vehicles are parked in accordance with Paragraph B of this Administrative Rule. Vehicles belonging to residents or guests of a particular unit which are to remain on condominium property between the hours of midnight and 6:00 a.m. must be parked in either the assigned spaces allocated to the unit or the recreational vehicle lot.
- b) No parking shall be permitted on the north side of Winding Brook Drive (away from Kennedy Drive). Parking is permitted on the south side of Winding Brook Drive except between the hours of midnight and 6:00 a.m. Parking on the east side of the access road (closest to Building E) leading to the garages between E and G is permitted except between the hours of midnight and 6:00 a.m. No parking shall be permitted on the west side of the access road (closest to Building G) except where designated parking lot spaces have been allocated.
- c) No parking shall be permitted on any landscaped or grassy area of the condominium.
- d) Adherence to these parking regulations will be monitored by a towing service contracted by the Board of Directors. Cars parked in violation of these rules are subject to towing and all charges for retrieval including any storage fees are the responsibility of the vehicle user. Ignorance of these parking regulations cannot be used in any appeal to the Board of Directors.

e)The Board of Directors may, from time to time, rent to residents of the condominium any extra, unassigned parking spaces for a monthly fee to be determined by the Board. "Reserved" parking space signs may be posted to designate such spaces.

2. There shall be a late charge for any monthly Association fee that is not received by the management company by the 10th of the month for which it applies. The late charge shall be \$10.00 for the first month, \$20.00 for the second consecutive month, and \$30.00 for the third and all subsequent consecutive months. If a particular account is 3 months delinquent, the management company will send a letter to the unit owner advising them that Association may place a lien on the unit and/or file suit in Small Claims Court for full payment including all late charges. In the event that a lien or a suit is filed, the unit owner will be responsible for all costs of collection, including recording fees, attorney's fees and court costs.
3. Modifications of any kind to the exterior of any building, or the appearance thereof, including but not limited to sun shades, patio covers, fences, fans, window guards, flags (other than the flag of the United States) or bunting, may not be made without approval of the Board of Directors. Any damage resulting from such unauthorized modifications or installations shall be the responsibility of the unit owner.
4. Outside clotheslines or other clothes drying or airing facilities are not permitted. No clothes or other materials can be hung or shaken from windows, placed on window sills or on outside clotheslines, draped from a balcony, railing or fence, or otherwise left or placed in such a way as to be exposed to public view.
5. Unit owners shall not be permitted to erect any outside antennas or satellite dishes without the express written approval of the Board of Directors. Homeowners seeking approval for such installations should provide written details about placement and enclose a \$50.00 damage fee made out to the Winding Brook Condominium to cover the cost of repair to Association property when the dish or antenna is removed.
6. No unit owner may permit his unit to be used for commercial or dormitory use, and no more than three (3) unrelated occupants may occupy a single unit. No nuisance, use or practice shall be allowed, or anything done or placed on any private or common area, which may be deemed a source of unreasonable annoyance, embarrassment or disturbance

to other occupants, or which interferes with the peaceful possession or proper use of other units by their occupants.

7. The playing of musical instruments, VCRs, TVs, computers, or stereo equipment shall not be done in a manner that will disturb or annoy other people.
8. If a homeowner wishes to make a formal complaint to the Board of Directors, they should put their issue in writing and forward it to the management company. Any complaint filed with the management company will become an agenda item at the next Board of Directors Meeting, and the complainant may appear to explain the specifics.
9. Any consent or approval given under these Administrative Rules and Regulations by the Board of Directors, unless otherwise specified, shall be revocable at any time.
10. Tools, sporting goods, cooking equipment, bicycles or other personal articles and equipment must be kept within the unit, patio, or garage.
11. Landscaping, maintenance and improvements of the common areas shall be done by or at the request of the Board of Directors. Responsible landscaping by occupants with prior approval of the Board of Directors, and consistent with the overall scheme of the landscaping of the Association's common areas, is encouraged.
12. No open boat trailers or recreational vehicles shall be stored on site, other than in areas that may be designated for that purpose by the Board of Directors.
13. Neither owners nor occupants shall post any signs except for the placement of "Open House" signs during the hours of the open house. Any such signs must be promptly removed at the conclusion of the event.
14. Household pets of occupants will be allowed, provided that the pet does not constitute a nuisance for other occupants. Occupants shall not permit pets to relieve themselves on any portion of the common areas that are landscaped or maintained in any way. Any pet waste deposited on the common areas shall be promptly cleaned up by the pet owner or their handler. If pets create noise, are allowed to run loose without supervision in the common areas, or in any way create a disturbance or unpleasantness, the Board of Directors is authorized to order them removed, or to order other remedial measures. Before any remedial action is approved, the applicable pet owner will be given an

opportunity to attend a meeting of the Board of Directors to explain why the proposed remedy is unwarranted. Tethering pets in the immediate outside vicinity of their owner's unit is permitted provided the owner or their designee is also in the same general vicinity. No pets are permitted to be outside when there is no caretaker at home. Unit owners or visitors with pets shall be solely responsible for the actions of their pets. If a lawsuit arises due to the acts of a pet, the applicable pet owner or caretaker will assume all liability for their pet's behavior and hold the Association harmless from any legal claims.

15. Each occupant shall provide and use a garbage can (with cover) of sufficient size to hold all of his garbage, and place it in the garbage stall to which he is assigned. No occupant may burn trash or refuse. All trash or refuse shall be stored in personal containers kept in the garbage stall to which the occupant is assigned. In the event that the garbage collector refuses to accept rubbish because of its quantity, condition or content, it shall be the responsibility of the occupant to promptly remove the rubbish from the premises at his own expense.
16. Owners are held responsible for the actions of occupants, their business invitees, or guests.
17. No occupant may do, or cause to be done, any construction, repair, or alteration whatsoever, except inside the boundaries of his unit as defined in the Declaration.
18. The Board of Directors and its representatives are authorized to enter any unit at any reasonable time in order to accomplish repairs, inspection and the like, upon reasonable notice, or without notice in the event of an emergency.
19. (a) All wood, gas or coal stove installations must be approved by the South Burlington Fire Department according to standards established by the 1983 Vermont Fire Prevention and Building Code (as amended from time to time) within thirty (30) days of installation. It is the homeowner's responsibility to arrange for this inspection with the South Burlington Fire Department. A copy of the signed report by the Fire Department must be forwarded to the management company within one (1) week of this inspection.

(b) All stoves and chimneys must be inspected annually by a qualified technician at the homeowner's expense. A copy of the inspection report must be presented to the management company by December 15th of each

year. It is the homeowner's responsibility to ensure that the inspection is carried out by a qualified technician.

(c) Failure to provide either report listed in the above subsections will result in a \$25.00 fine being assessed against the homeowner. For each additional thirty (30) day period that a report is not delivered, there will be an additional \$25.00 fine assessed against the homeowner.

(d) In the event that an owner's delinquency reaches \$100.00, the Association may place a lien on the condominium unit and/or file suit in Small Claims court. In the event that a lien or suit is filed, the unit owner will be responsible for all costs of collection including recording fees, attorney's fees and court costs.

20. a) Air conditioning units shall only be in windows from April 1 through October 31 of each year. At all other times of the year, the window closing mechanism should operate normally, and there shall be no platform, casing, or support structure left on the outside of the building with the exception of a single support bracket.

b) Any residual window space above or to the side of the air conditioning unit (once the flaps are extended) must be occupied by a glass like insert.

c) Any damage to condominium property caused by the installation, removal, maintenance, operation or storage of an air conditioning unit is a homeowner responsibility. Such damage should be immediately reported to the Board. Any corrective action must be authorized by the Board and the expense shall be billed to the homeowner directly. Damage to condominium property shall be the responsibility of the current homeowner regardless of when the damage occurred.

d) It is the homeowner's responsibility to ensure that each air conditioning unit is properly working at all times. It is also a homeowner responsibility to report any unusual operating condition or event to the management company immediately. If an unsafe condition is deemed to exist the management company will immediately notify the homeowner to correct the problem. After notification, the homeowner has seven (7) days in which to have the air conditioning unit repaired and present documentation to the management company. During this one week period, the air conditioning unit shall not be operated for any reason unless it is in conjunction with its repair. If timely corrective

action is not taken, the Board reserves the right to have any air conditioning unit removed, and the cost of the removal charged to the homeowner.

e) Air conditioning unit operation shall be as quiet as possible. If an excessive noise condition is deemed to exist based on the manufacturers operating specifications, the management company will notify the homeowner to immediately correct the problem. After notification, the homeowner has seven (7) days in which to have the unit repaired, and the unit may not be operated until repair documentation has been presented to the management company. If corrective action is not taken within the seven (7) day period, the Board reserves the right to have the air conditioning unit removed, and the cost of the removal charged to the homeowner.

f) Air conditioning unit exterior color shall be neutral or white.

g) All window air conditioning units must run on standard 110 volt AC house current and require no modification of the condominium's electrical system.

h) If a resident is in violation of any of these subsections, fines will be assessed against the homeowner at the rate of \$50.00 for each partial or full week an air conditioning unit is in non-compliance, for each infraction. In the event the homeowner's fine reaches \$200.00, the Board may place a lien on the condominium unit or file suit in Small Claims Court. If a lien or suit is filed, the homeowner is also responsible for all costs of collection disbursed by the Association including collection of fines, recording fees, attorney's fees and court costs.

21. All of the Administrative Rules and Regulations adopted pursuant to the Declaration and By-Laws shall be deemed to complement and implement the provisions of the Declaration and By-Laws, which provisions shall be, in all cases, controlling in the event of any inconsistency.
22. Dryers maybe inspected from time to time at Association expense. It is a homeowners' responsibility to schedule appointments through the management company office. Compliance is mandatory due to the possible safety issues involved with this inspection.
23. (a) A rental unit shall be defined as any unit where the owner of record does not occupy the unit as his or her principal home or second home.

(b) Where a rental unit exists, it is an owner's responsibility to have a written lease with the tenant, and the lease agreement shall incorporate all restrictions and covenants of the Declaration, By-Laws, and Administrative Rules of the Association.

(c) The Association will allow up to 20 units to be designated as rental units at any one time. These units shall be designated regular rental units. To become a regular rental unit, the owner must notify the management company of his or her intent, the name or names of the tenants involved, and the expiration date of the lease in writing prior to effective date of lease. Provided less than 20 units are designated as regular rental units, the management company will approve the request automatically and notify the owner in writing. Should new tenants occupy the unit, it is the owner's responsibility to update the management company in writing with new tenant names and lease expiration dates within 30 days of the lease inception.

(d) Once a unit is registered with the management company as a regular rental unit via the process described above, it shall remain so unless there is any change in ownership or the owner subsequently occupies the unit as his or her primary or secondary home.

(e) On the date of adoption of this regulation, all units occupied as rental units, as defined in above, shall automatically qualify as regular rental units under this regulation.

(f) Hardship rental exceptions to the 20 unit maximum may be granted by the Board of Directors at its sole discretion provided no exception can be made that would allow over 25 units to be rental units. Any owner requesting a hardship rental exception must contact the management company and explain, in writing, the reason(s) for the request and the expected duration of the exception. The management company will relay the request to the Board. The Board will decide on the request by a simple majority vote at the next meeting. The decision of the Board is final unless the homeowner opts to call a special meeting of the Condominium. No hardship rental exceptions can be granted indefinitely. All approvals automatically end two years from the date of the first lease inception unless the hardship rental exception is re-authorized by the Board for a new two year period. Simple ignorance of the regulation is no basis for a hardship exception. When hardship exceptions exist and a regular rental unit becomes occupied by the owner as his primary or secondary home, the owner with the oldest approved hardship rental exception in place will be switched to a regular rental unit.

(g) No single owner or entity may exercise ownership control over more than 7 condominium units within Winding Brook at any one time.

(h) Provisions of this regulation are meant to conform to terms set by the secondary mortgage market, and the Board of Directors reserves the right to modify this regulation in any way so that all property mortgages in Winding Brook are eligible to be sold on the secondary mortgage market.

(i) If an owner is in violation of any of these subsections, the Board may assess fines against the homeowner equal to the unit's monthly association fee for each full or partial month of non-compliance. In the event the sum total of these fines reaches \$200.00, the Board may place a lien on the property and file suit for payment and enforcement of this rule in whatever court is deemed appropriate by counsel. If a lien or suit is filed, the homeowner is responsible for all costs of collection and enforcement disbursed by the Association including fines, recording fees, attorney's fees and court costs.

24. (a) During calendar year 2002, the Board of Directors authorized homeowner additions called seasonal screened-in rooms. These rooms will be construed as betterments to the attached units, and ownership of this new space cannot be sold, leased, or subdivided to anyone, but the attached unit owner.

(b) The exterior of the seasonal rooms including the roofs and outside walls or glass are wholly owned by the respective unit owner, and the Board of Directors reserves the right to mandate repairs that will be paid for by the applicable unit owner. Such repairs must be carried out within 90 days of written notice to the homeowner unless both parties agree to an extension.

(c) Homeowners wishing to add seasonal rooms must make application to the Board of Directors in advance of any construction. Such application should include detailed drawings, building permits as required by South Burlington, vendor selection, and neighboring unit agreement. The Board of Directors will review all complete submissions at their next regular meeting and reserves the right to reject any and all requests. All costs of the initial construction are to be paid by the applicable unit owner.

After construction the Board of Directors reserves the right to inspect the project and mandate corrective action for unauthorized design changes or damage to all Association owned property that occurred during construction. Any modifications authorized by the Board are a unit owner's expense.

25. During the fall and winter months unit owners are expected to insure that a temperature of at least 45 degrees is maintained in their unit. When any overnight absence is expected to continue for more than two consecutive nights, unit owners are encouraged to provide an access key to a neighbor, local person or the management company and notify the management company of the contact's local telephone number. If an emergency situation arises in a unit that has not provided this emergency contact information, the Board reserves the right to forcibly enter the premises and make any repairs deemed necessary to stabilize the cause of the emergency situation.

27. It is a homeowner responsibility to notify the management company if there is any replacement of the hot water heater, gas boiler, or piping in the unit's heater closet. Such notification must include written documentation from the contractor that the entire system still meets all applicable building code requirements. All such replacements will be a homeowner expense. The routine replacement of defective or worn out parts with similar equipment would not require notification under this subsection.

If any modification requires a change to the doors, walls, ceiling, or floor in the heater closet, it is a homeowner responsibility to seek written permission from the Board of Directors in advance. All such requests should include a detailed plan and written documentation from the contractor that the planned alteration will meet all current applicable building code requirements. All such alterations will be a homeowner expense.

Because of the inherent safety concerns for all contiguous unit owners, the Board of Directors reserves the right to use consultants and inspect any heater closet after timely notice is given unless a perceived emergency requires immediate entry. If this inspection uncovers building code violations due to unreported or misreported replacement units or deviations from approved modification plans, the Board of Directors may require the current homeowner to provide updated documentation or make remedial repairs within 15 days of receiving written notification.

Failure to complete specified repairs within the 15-day grace period will be considered a violation of the Administrative Rules and be subject to the general fine provisions in this document. All costs for desired documentation or any remedial work required by the Board of Directors will be a homeowner expense. In cases where an inspection finds a building code violation and the homeowner does not complete the

required repairs within the 15-day grace period, the Board of Directors reserves the right to report the condition to both the gas supplier and the State of Vermont for follow-up and possible interruption in gas service.

28. If a unit owner is in violation of any administrative rule where a specific fine schedule does not exist, the Board may impose a fine of \$25.00 for each occurrence. Subsequent fines of \$25.00 may be levied every 30 days thereafter if suitable corrective action is not taken. Fines may be levied in any successive period if the violation remains uncorrected for any period in the new fine period. For the purposes of determining when successive fines may be levied under this provision, the first date of either written or verbal notice to the owner shall be used as the starting date for calculating additional fine periods. If the amount of cumulative fines exceeds \$100.00, the Board may place a lien on the property and file suit for payment and enforcement of this rule in whatever court is deemed appropriate by counsel. If a lien or suit is filed, the homeowner is responsible for all costs of collection and enforcement disbursed by the Association including fines, recording fees, attorney's fees and court costs.

The undersigned, being the duly authorized President of Winding Brook Condominium Homeowners Association, Inc., hereby certifies these rules and regulations were duly adopted and made effective at a meeting of the Board of Directors in January 2004.

Michel St. Germain, President

Date Signed