

**WINDING BROOK HOMEOWNERS' ASSOCIATION, INC.**  
**South Burlington, Vermont**

**ADMINISTRATIVE RULES AND REGULATIONS OF THE ASSOCIATION**  
**As Amended on 24 April 2007**

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

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I. ASSOCIATION MEMBERSHIP

1. Failure to comply with these Rules and Regulations shall be considered a violation of the Administrative Rules and be subject to the general fine provisions in this document.
2. (a) All Association monthly charges are due in full on the first of the month for which they are payable. Partial payments shall constitute non-payment until the full amount due has been submitted.  
(b) A late fee equal to \$10.00 (ten dollars) will be assessed against any unit owner whose monthly Association charge is not received and paid in full by the tenth day of the month for which it is due, or by the next business day if the tenth of the month falls on a weekend or federal or state holiday.  
(c) When a homeowner is 2 (two) or more months delinquent in paying their applicable monthly Association charges, the Management Company will send a letter to the unit owner advising them that the Association may, in accordance with Vermont state law, place a lien on the unit and/or file suit in Small Claims Court for the full and immediate payment of the unit's Membership charges for the remainder of that calendar year, including all late charges and/or fees accrued. 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 fees and court costs.
3. 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, consistent with the overall scheme of the landscaping of the Association's common areas, is encouraged.
4. 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.
5. Any consent or approval given under these Administrative Rules and Regulations by the Board of Directors, unless otherwise specified, shall be revocable with written notice at any time.
6. If a homeowner wishes to make a formal complaint to the Board of Directors, they must 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.

7. 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 the purposes of determining when successive fines may be levied under this provision, the first date of written notice to the owner or occupant shall be deemed the starting date for calculating additional fine periods. If the amount of cumulative fines exceeds \$75.00, 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 fees and court costs.

## II. INTERIOR AREAS

8. 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, without prior Board approval.
9. (a) All new wood, gas or coal stove or fireplace installations must be approved in advance by the Board of Directors. Such installations must be performed by contractors approved by the Board. The entire cost of the installation is the homeowner's expense, and the Board reserves the right to inspect any installation and unilaterally mandate changes it deems necessary. All documentation from the installation must be forwarded to the Management Company when the work is completed.  
(b) All freestanding wood, gas or coal stoves or fireplaces must be cleaned and inspected annually at the homeowner's expense. A copy of the inspection report must be presented to the Management Company by October 1 of each year. Lists of qualified technicians may be obtained from the Management Company.  
(c) Failure to follow either the prior approval process or the annual inspection process outlined above shall be considered a violation of the Administrative Rules and be subject to the general fine provisions included in this document.
10. Dryer vents may be inspected and cleaned from time to time at Association expense. It is the homeowners' responsibility to schedule appointments as directed based on the Board of Directors' approved schedule.
11. (a) It is the homeowner's responsibility to notify the Management Company if there is any replacement of the gas furnace in the unit's heater closet. Such notification must include written documentation from a licensed contractor that the entire system still meets all applicable building code requirements. All such replacements will be the homeowner's expense.  
(b) Replacement of the hot water heater with similar size equipment does not require Management Company notification but requires submittal from a licensed technician that it meets all applicable building codes. The full cost of these replacements including any heater closet modification shall be the homeowner's expense.

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

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

(e) All costs for required documentation or any remedial work required by the Board of Directors will be the homeowner's expense. In cases where an inspection finds a building code violation, and the homeowner does not complete the required repairs within the thirty-day grace period, the Board of Directors reserves the right to report the condition to Vermont Gas, the City of South Burlington, and the State of Vermont for follow-up and enforcement.

12. (a) All unit owners must install carbon monoxide detectors as provided for in state regulations. This Rule is meant to enforce the entire state regulation regarding the use of detectors, and homeowners and renters should refer to the State of Vermont Department of Public Service website or the Management Company for specific details about detector placement and acceptable detector models.

(b) The cost and maintenance of detectors is the homeowner's responsibility.

(c) Any and all harm or liability caused by the lack of effective detectors shall be the homeowner's responsibility.

13. (a) Window air conditioners are permitted from April 1 to October 31.

(b) Any residual space to the side or on top of the unit within the window opening must be filled with a glass-like insert. Plywood must never be visible in the surrounding window frame.

(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 must be immediately reported to the Board. 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 by the Board or the Management Company, the Management Company immediately will notify the homeowner to correct the problem. After notification, the homeowner has fourteen (14) days in which to have the air conditioning unit repaired and present documentation to the Management Company. During this two-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.

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- (e) Air conditioning unit operation shall be as quiet as possible. If an excessive noise condition is deemed to exist by the Board or Management Company, the Management Company will notify the homeowner to immediately correct the problem. After notification, the homeowner has fourteen (14) 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 fourteen-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 colors shall be either 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.

- 14. (a) All unit owners are expected to insure that a temperature of at least 50 degrees Fahrenheit is maintained in their unit at all times. All damage to Association property caused by a malfunction of the furnace, hot water heater, washing machine (including water line hoses connected to the wall), or heating circulator pump is the homeowner's expense.
  - (b) When any overnight absence is expected to continue for more than two consecutive nights, unit owners are REQUESTED 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 to the Management Company, the Board reserves the right to enter the premises and make any repairs deemed necessary to stabilize the emergency situation.
- 15. (a) Household pets will be allowed, provided that the pet does not constitute a nuisance for other occupants.
  - (b) Owners and tenants are allowed no more than a total of two (2) dogs or cats. Owners and tenants in residency at Winding Brook who have more than two (2) pets prior to the signing of these revised Administrative Rules are exempted from this limit for the lifetime of said pets, provided that said pets do not violate any of the other parts of the Rule.
  - (c) Occupants must clean up after pets that relieve themselves on any portion of the common areas that are landscaped or maintained in any way.
  - (d) 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 may order remedial measures including permanent removal. Before any remedial action is considered, the applicable pet owner will be given an opportunity to attend a meeting of the Board of Directors to discuss alternatives.
  - (e) Tethering pets in the immediate outside vicinity of their owner's unit is permitted provided they cause no disturbance and the owners or their designee are also in the same general vicinity. No dogs are permitted to be outside when there is no caretaker at home.
  - (f) Unit owners or visitors with pets shall be solely responsible for the actions of their pets.

### III. EXTERIOR AREAS

- 16. 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 remedial work required by the Board of Directors resulting from such unauthorized modification or installation shall be the responsibility of the current unit owner.

17. Owners and tenants have until January 31 to remove exterior Christmas lights and decorations. The Association will arrange to have Christmas trees picked up on the Monday closest to January 15. Owners and tenants not using the Association-provided pick-up date must take their Christmas trees and other live decorations to a Chittenden Solid Waste Drop-Off Center, such as the South Burlington facility at 87 Landfill Road.
18. (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.  
(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 intending to add seasonal rooms must make application to the Board of Directors in advance of any construction. Such application must include detailed drawings, building permits as required, vendor selection, and neighboring unit agreement. The Board of Directors will review all complete submissions at its 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 any Association property that occurred during construction. Any modifications mandated by the Board of Directors are the unit owner's expense.
19. Unit owners shall not be permitted to erect any outside antennas or satellite dishes without prior approval of the Board of Directors. Homeowners seeking approval for such installations must provide written details about placement and receive written approval before the installation is ordered.
20. Outside clotheslines or other clothes drying or airing facilities are not permitted on Association property. No clothes or other materials can be hung or shaken from windows, placed on windowsills, draped from a balcony, railing or fence, or otherwise left in public view.
21. (a) Each unit has a designated garage and parking lot space. Residents and/or guests visiting a particular unit may use only the parking space or garage assigned to that unit at any time. Vehicles belonging to residents or guests of a particular unit that are to remain on Association 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 general parking lot located between buildings C and E.  
(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 ~~page 6:70~~ 6:00 a.m. No parking shall be permitted on any landscaped or grassy area of the Association.

(c) No parking shall be permitted on the west side of the access road (between Buildings E and G) except where designated parking spaces have been allocated. Parking along the sidewalk of this access road (nearest Building E) shall be permitted except between the hours of midnight and 6:00AM.

(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.

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

22. All open boat trailers, snow-mobile carriers, trailers or recreational vehicles shall be stored in the general parking lot.
23. (a) Tools, sporting goods, bicycles or other personal articles and equipment must be kept within the unit, patio, or garage.  
(b) Wood-storage units in A, B, C, and D Buildings are to be used exclusively for the storage of fireplace and wood-stove wood.
24. 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.
25. (a) Each unit owner must provide a garbage can big enough to store a week's accumulation of normal garbage. All garbage cans are to be stored in the assigned stall. In the event that the trash contractor refuses to accept rubbish because of its quantity, condition or content, it shall be the responsibility of the owners/occupants to promptly remove the rubbish from the premises at their expense.  
(b) The Association, through its trash vendor and the applicable governmental entity, will provide each unit with a recycling bin. Lists of recyclable items can be obtained from the governmental entity charged with recycling. Dates for pick-up can be obtained from the Management Company. Filled bins must be left curbside no earlier than noon on the day prior to pick-up, and emptied bins must be removed from the curb by midnight on the collection day.  
(c) No occupant may burn trash.  
(d) The dumping of trash of any sort on any part of Association property or in the adjacent wooded areas is prohibited. Residents must report any incidents of trash dumping to the Management Company as soon as possible.  
(e) The Board of Directors is authorized to remove any trash or other debris left on Association property at any time without notice.
26. (a) Use of gas grills, hibachis, charcoal grills, and similar devices used for cooking, heating, or any other purpose is permitted provided the use conforms to all state and local laws. Currently no such devices shall be stored, used, or kindled on any balcony or under any overhanging portion or within 10 feet of any structure including privacy walls.  
(b) Any fine levied against the Association due to an infraction of this Rule will

be the responsibility of the owner or occupant violating the Rule.

(c) Any damage to Association property caused by a prohibited use of a gas grill, hibachi, charcoal grill, or similar device shall be the homeowner's expense.

#### IV. RENTAL UNITS

27. A rental unit shall be defined as any unit not occupied by the owner as his primary or secondary residence.
28. Where a rental unit exists, it is the 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 and Regulations of the Association. A copy of the lease agreement must be submitted to the Management Company.
29. The Association will allow up to 15 units to be designated as rental units at any 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 15 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 after the lease inception.
30. (a) 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.  
(b) On the date of the initial adoption of this Regulation, all units occupied as rental units, as defined in above, shall automatically qualify as regular rental units under this Regulation.
31. Hardship rental exceptions to the 15 unit maximum may be granted by the Board of Directors at its sole discretion provided no exception can be made that would allow over 18 total units to be considered rental units. Any owner requesting a hardship rental exception must contact the Management Company and provide a written explanation for the Board of Directors to consider. 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 regular meeting. 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 unit with the oldest approved hardship rental exception in place will be then designated a regular rental unit.

#### V. GENERAL RESPONSIBILITIES AND LIMITS

32. No single owner or entity may exercise ownership control over more than seven (7) condominium units within Winding Brook at any time.
33. Owners are liable for the actions of tenants and guests.
34. 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.
35. (a) 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.  
(b) The playing of musical instruments, VCRs, TVs, computers, or stereo equipment shall be done in a manner that does not disturb or annoy other people.

The undersigned, being the duly authorized President of Winding Brook Homeowners' Association, Inc., hereby certifies these Rules and Regulations were duly adopted and made effective at a meeting of the Board of Directors on April 24, 2007.

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Michel St. Germain, President

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Date Signed