

ADMINISTRATIVE RULES AND REGULATIONS OF 12:00 o'clock P M and Received in
SOUTH VILLAGE OWNERS ASSOCIATION Landrecords, Vol 163 Page 540-544

Elaine E. Fuller

These ADMINISTRATIVE RULES AND REGULATIONS are promulgated under the authority of the Bylaws of South Village IX Owners Association and the Vermont Condominium Ownership Act (Title 27 V.S.A. Chapter 15.)

TOWN CLERK
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1. Modification of any kind, to the exterior of any building or the appearance thereof, including but not limited to, awning, sun shades, patio covers, patio enclosures, fences, external radio or television antennae, air conditioning devices, fans, window guards, flags, or bunting may not be made without approval of the Board of Directors.

2. Outside clothesline or other clothes drying or airing facilities are not permitted. No clothes or other materials can be hung or shaken from windows, placed on windowsills or on an outside clothesline, draped from a balcony, railing, or fence, or otherwise left or placed in such a way as to be exposed to public view.

3. No owner may use or permit his unit to be used for commercial or dormitory use, or for any use that is not compatible with single family living. No immoral, improper, offensive, or unlawful use shall be made of any unit or common area and all valid laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. No nuisance or 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 which interferes with the peaceful possession or proper use of other units by their owners or their lessees. This rule does not preclude corporate ownership.

4. The procedure for making and handling complaints is as follows: A complaint may be made to the President of the Board of Directors, or to the Association's management representative, either verbally or in writing. On the authority of these Rules and Regulations, where immediate action is required to ensure the protection of the property or the peaceful enjoyment of the villas by the owners and guests, the President or the Association's management may enact the appropriate provisions. Formal complaints should be made in writing to the Board of Directors, which will take the complaint under consideration at its next scheduled meeting. A prompt written response to the complaint will be provided.

5. Any consent or approval given under these rules by the Board of Directors or the President shall be revocable at any time.

6. Tools, sporting goods, bicycles, or other personal articles and equipment must be kept within the unit, or in any storage area established by the Board of Directors. Charcoal barbeque grills are specifically not allowed at the property. Propane gas grills may be kept on decks, provided that they be kept in safe working order. The Association reserves the right to inspect and remove grills deemed not in good working order. Hot tubs are not allowed on decks.

7. All landscaping, maintenance, and improvement of common areas shall be done by or at the request of the Board of Directors. Unit owners will be permitted to upgrade flowers and other plantings in the immediate vicinity of their units, provided that approval of management is first obtained; denial of such request may be appealed to the Board of Directors in writing. Guidelines for the landscape improvements shall include: The design will be in conformity with

the overall landscaping of the property. The installation will be done by the Association, at the owner's expense. The maintenance of the plantings will become the responsibility of the Association, but the Association provides no warranty for the ongoing care.

8 Owners may not post signs on their property for any purpose, including signs advertising the sale or rent of property.

9. Common areas shall not be used for camping, picnicking, organized sports and activities, or for any activity which may be deemed objectionable to neighboring owners or their guests or lessees or which will otherwise interfere with the use by others of the common areas, in the judgment of the Board of Directors or its management representatives. Areas of the property will, where appropriate, be designated and approved for such uses. There shall be no use of common areas that will injure or scar the common areas or the vegetation thereon or increase the cost of maintenance thereof.

10. Firewood will not be stored outdoors except in accordance with the instructions of the Board of Directors. Firewood allocation may be monitored, and allocated, on discretion of the Board of Directors or its management representatives. In such cases, additional firewood may be purchased. Firewood is intended for aesthetic use only, and not for auxiliary heating in fireplaces.

11. All vehicles, including motor scooters, bicycles and the like, shall be restricted to designated roads and parking areas. Vehicles shall be operated in a safe and reasonable manner. No vehicle shall be left standing in such a manner as to prevent ready access to units or so as to impede the access of fire fighting equipment. Motor coaches (tour busses) are not allowed on the property. Snowmobiles shall not be operated on the property.

12. All boats, trailers, busses, motor homes and campers, or non-passenger vehicles of any kind are forbidden to park within the confines of the condominium on any road or parking lot. The Board of Directors may, at its discretion and at the owner's risk, make an accommodation for parking of vehicles and vehicle accessories at parking areas away from the residential unit.

13. A domestic pet may be kept by a unit owner only with the prior written consent of the Board of Directors, and consent once given may be revoked in the event of improper or annoying behavior of the pet, or non-adherence to the pet policy by the unit owner. Guests and tenants may not have pets on premises or in the units.

a. Pet Request Procedure: Owners or prospective buyers may request, in writing, the privilege of having a pet at the property. For the purpose of this policy ordinary domestic pets (dogs, cats, and non-exotic pets that reside in an aquarium or cage) may be considered. If the pet is a dog, the request should include the name, breed, age, and inoculation records, and any other information the applicant considers relevant. The request of a prospective buyer should be made through either the selling unit owner, the real estate representative of the seller, or the attorney for either party, and in all cases the seller will be notified that the request is being made. The Board's response will be delivered in writing, within fourteen days of the receipt of the request. The convening of a majority of the Directors for this purpose, whether the meeting is held in person or by tele-conference, shall constitute a waiver of meeting notice for this purpose. Approval of a pet is not transferable to another pet.

b. Pet Conditions: The Town of Warren Pet Ordinance will be adhered to in all cases. All pets will have registrations and inoculations as may be required by local or State authorities. A pet must be under the control of the owner at all times when on common property. Dogs will be on a leash at all times when on common property. Pets may not be leashed to a stationary object on the common property. Dogs may not be left on unit decks when the owners are not present. Pets are to be taken to property perimeters or beyond to perform their bodily functions. Owners will remove pet waste from any areas that may be used by owners and guests. Owners will assure that their pets do not constitute a nuisance, specifically, but not limited to, undue noise.

c. Damages, Liability, Indemnification: Pet owners are responsible for the full cost of any damage to common elements, private property, and for injury or disturbance their pet may cause each unit owner, Management and its employees, from any loss, claims, costs, damage, or liability arising by reason of keeping that pet within the condominium.

d. Complaints, Violations, Enforcement, Penalties: A complaint of a violation of any of the conditions stated in this policy may be made in writing by any unit owner, Director, or Management representative, to the Management office. A telephone call to a Director or Management will constitute a written complaint if that complaint is recorded in writing by the party receiving it and filed.

The first complaint will generate an informal notice to the pet owner by Management. Subsequent complaints, if deemed legitimate by Management or a Director, will be noted to the pet owner, verbally if possible and in a timely fashion so as to effect correction of the disturbance and will be duplicated in writing. Upon the second formal complaint, the owner will have levied against the unit account a fine in the amount of \$25 per occurrence for the first three instances then \$50 per occurrence thereafter. At any time after the second formal notification that the pet has caused a disturbance, the Board will review the circumstances, and if in its judgment the violations and consequences of the violations warrant revocation of the pet approval, the owner will be notified in writing that the pet must be removed within thirty days in the case of a full time or extended period owner occupancy, and if the pet visits the unit with the unit owners on a vacation use base, the owner will not bring the pet to the property at all from the date of the notice.

Conditions for pet removal will include liability exposure, property damage, undue noise which repeatedly disturbs owners and guests and causes loss of use or revenue to another unit owner. Pet policy violations during that period will continue to result in appropriate fines. The Board of Directors will, in exercising its authorities and responsibilities as stated in the Bylaws of the Association, use its judgment in determining the appropriateness of fines and pet removal as regards policy violations and complaints.

e. Agreement, Costs: A written agreement will be entered into between the Association and the pet owner, and will include the provisions of this policy. By accepting the approval and signing the agreement, the owner accepts the conditions, penalty provisions, and pet removal terms stated in the agreement. Any reasonable costs to enforce the policy and the agreement, including legal expense, will be borne by the pet owner.

f. Retroactivity: Permission previously granted an owner for an existing pet remains in effect, subject to the conditions of this policy, and on condition of this agreement being signed. Owners who have pets which have not been previously approved as of the adoption of this policy may have a pet at the property, subject to the terms of this agreement, which includes the signed agreement. Owners who have a pet or pets at the property by virtue of a prior approval, who do not enter into a new agreement which includes the conditions of the Association's pet policy, are deemed to be in violation of the policy and the enforcement provisions, including fines and the requirement to remove the pet, with the burden of the Association's expenses in facilitating the policy provisions, will be immediately in effect.

14. No owner, guest, or tenant may burn trash or refuse. All trash or refuse shall be stored in containers and kept in a location not visible from an adjoining property. No external fires will be permitted. No owner shall engage in or permit any conduct or use, or maintain any device in or adjacent to any unit which will increase the risk of fire or the cost of fire insurance. This shall not preclude the proper installation and use of a fireplace or stove connected to the flue built into a unit.

15. Water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, not shall any sweepings, rags, or any other article be thrown into same. Any damage to common facilities resulting from misuse of water closets or other apparatus shall be repaired at the expense of the person causing the damage.

16. No owner or lessee shall engage any employee of the Association on any private business which would conflict with the performance of his duties for the Association without the consent of the Board of Directors.

17. Owners are held responsible for the actions of their children and their guests.

18. No owner may do or cause to be done any construction, repair, or alteration work whatsoever, except inside the boundaries of his unit as defined in the Declaration. No structural or infrastructure changes may be made on the interior of a unit without prior approval of the Board of Directors. No work or modification of any kind is to be done upon the exterior of a building without first obtaining the written approval of the Board of Directors. The Board shall implement a policy regarding the process, standards, and conditions for such modifications.

19. The Board of Directors and its representatives are authorized to enter any unit at any reasonable time in order to accomplish repairs, inspect the units for maintenance needs, and to ensure conformance with the Bylaws, and Rules and Regulations of the Association. Access to occupied units must be by prior approval, and in the event that the occupant does not voluntarily grant access, forty-eight hour written notice will be given, after which time the unit may be entered for the purposes noted above. The Association shall have keyed access to all units, by means of a master key system.

20. Each unit is entitled to up to two parking spaces for passenger vehicles. Additional parking is available in designated spaces. If the Board of Directors or its management representatives determine that parking controls may be required in certain circumstances, interim and/or temporary parking measures may be implemented. Signs designating specific unit parking places may be installed when this measure, in management's discretion, will improve the parking conditions. Vehicles may not be left abandoned on the property, and must

be in good working condition and legally registered at all times. Vehicles which constitute a nuisance or hazard may be towed, at the owner's or tenant's expense

22. These Rules and Regulations apply to and are enforceable upon owners, their guests, tenants, and invites. Rental agreements, leases, and other forms of occupancy contracts must include the as addenda the Declaration of Condominium, Bylaws, and the Administrative Rules and Regulations of the South Village Owners' Association. Any expense incurred by the Association in the enforcement of these provisions will be passed onto the unit owner.

23. All of the Administrative Rules and Regulations adopted pursuant to the Declaration and the Bylaws shall be deemed to complement or implement the provisions of the Declaration and Bylaws, which provision shall in all cases be controlling in the event of any inconsistency

South Village Owners' Association Pet Policy
(#13 of the South Village Administrative Rules and Regulations)

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c. Damages, Liability, Indemnification: Pet owners are responsible for the full cost of any damage to common elements, private property, and for injury or disturbance their pet may cause or inflict. The pet owner will indemnify and hold harmless and free the Association, Directors, each unit owner, Management and its employees, from any loss, claims, costs, damage, or liability arising by reason of keeping that pet within the condominium.

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