

## COURTSIDE OWNER'S ASSOCIATION

### Guidelines for Community Living

These guidelines for community living are formulated to be consistent with the By-laws of the Courtside Owner's Association and the Declaration of Condominium of this Association and the Vermont Condominium Ownership Act (27 VSA, 1994) and are subject to the authority of those laws and regulations.

#### Prologue

Condominium living, by its very nature, involves a closeness of association with one's neighbors, a sharing of structure and infrastructure and an interdependence with one's fellow unit owners for both safety and quality of life. Therefore, it calls for a greater understanding and acceptance of certain guidelines for living-style than does a more typical lifestyle involving one's own piece of land and a free standing house. Our freedom of behavior should not interfere with the freedoms of others in the community.

The essential guidelines for our behaviors should be founded upon the principles of respect and consideration of the others we interact with. However, sometimes specifying these principles in a set of specific standards for behavior is necessary for clarity and agreement. The following statements are an attempt to provide the mutuality of understanding necessary to make living together more pleasant for all of us in the Association.

They are a work in progress which will, undoubtedly, be revised as we learn from our experiences. The procedures and penalties are not intended to be threatening but are defined to spell out the ways in which a member of the Association can address perceived problems and the recourses available to the Association in enforcing its expectations.

It is the hope of the Board of Directors that acceptance of the principles of respect and consideration will, in itself, reduce behaviors which intrude on the lifestyles of others and that any perceived non-compliance will be resolved co-operatively at the lowest level of the identified enforcement methods.

#### A. Protection of Buildings and Preservation of Appearance:

1. No owner may do or cause to be done any construction, repair or alteration work whatsoever, except inside the boundaries of his/her unit as defined in the Declaration. Without first obtaining the approval of the Board of Directors, no work of any kind is to be done upon:

- a. Any structural element of the building,
- b. Any shared plumbing, wiring or other common element of the building, or,
- c. The exterior of the building.

2. 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 to others or the cost of fire insurance. Specifically, the use of charcoal grills is expressly prohibited on balconies, wood patios or in common areas. Owners should recognize that, according to Vermont Fire Code, NFPA 1 30-3.8.2, in public buildings all types of barbecue grills are subject to regulation as to size and usage.

3. Each owner will keep clean and free from inappropriate and/or unsightly or unsafe objects the balcony and patio areas of the owner's unit.

4. Outside clotheslines, or other outside clothes drying or airing, are not permitted. No clothes or other materials can be hung or shaken from balconies or windows, placed on window sills 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.

5. Tools, sporting goods, cooking equipment, bicycles or other personal articles and equipment must be kept within the unit or in a storage area approved by the Board of Directors.

6. Owners may not post signs on the exterior walls of their unit, in the windows of their unit or on any common area for any purpose, including signs advertising the sale or rent of the property. Posting of announcements authorized by the Board or by management is restricted to designated posting areas.

B. Use and Protection of Common areas and Landscaping:

1. There shall be no use of exterior common areas which will injure or scar the common areas or the vegetation thereon or increase the cost of maintenance thereof.

2. 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 plant annual flowers in the immediate vicinity of their units in authorized containers (secured window boxes, whiskey barrel planters, etc.), provided that approval of management is first obtained and the type of planting will not:

- a. distract from the appearance of the area and will blend in with the overall landscaping of the condominium and,
- b. not obstruct walkways or parking areas.

3. Interior and exterior common areas in the immediate vicinity of other units shall not be used for camping, picnicking, organized sports and like activities, or for any activity which may be deemed objectionable to neighboring owners or their lessees, or which will otherwise interfere with the use by others of the common area. Areas of the property will, where feasible, be designated and approved by the Board of Directors or by the manager for such uses

4. Interior or exterior common areas may be used for spontaneous, normal, temporary activities if they are not objected to by immediate neighbors. Management may approve the use of outdoor common areas for occasional special uses such as shows, exhibits or social gatherings of Association members, giving due consideration for their impact on others. Any equipment left overnight on the grounds shall require the prior approval of management, and such use may not permanently alter or materially injure the landscape or appearance of the common green land.

5. No owner or lessee shall burn trash or refuse. All trash or refuse shall be stored in plastic bags and kept in containers in a location not visible from an adjoining property. No external fires will be permitted except for cooking fires in fireplaces/barbecues provided by management.

C. Use of Units:

1. Apartments must be heated to at least 50 degrees at all times.

2. Audio and video equipment shall be played at volume levels which will not be intrusive to others in adjacent units or to those using their balconies in the area.

3. No owner may use or permit his/her unit to be used for commercial or dormitory use, or for any purpose which is not compatible with residential, single family living, except as authorized by a Home Occupation Permit issued in accordance with Bolton town law, 6.1.

4. No illegal 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 behavior or practice shall be allowed, or anything done or placed on any private or common area which infringes upon or restricts the freedom of movement, or is otherwise a source of unreasonable annoyance, embarrassment or disturbance to other occupants or which interferes with the peaceful possession or proper use of other units and common areas by their owners or their lessees.

5. Toilets, kitchens and other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rags, or any other articles be thrown into same. Any damage or repair shall be made at the expense of the person causing the damage.

D. Pets:

1. Household pets of owners or their lessees are acceptable provided that:

a. Pets are required to have a nametag identifying the owner.

b. The building manager must be notified of the presence and appearance of the pet.

- c. The pet does not constitute a nuisance or threat to other persons.
- d. The pet is permitted to eliminate only in areas designated for that purpose. In cases of feces being dropped in inappropriate places (common areas, walkways, parking lots, etc.), owners are expected to immediately clean up after their pet with a “pooper-scooper,” plastic glove or some other device of choice of the owner.

*Amended unanimously at May 6, 2006 meeting delete voice control. Pets are to be leashed or carried when on Courtside I property.*

- e. The pet, if outside, is at all times to be under leash control and in the presence of the owner (i.e., within sight or hearing) or other responsible adult. Otherwise, the pet is to be kept indoors.
- f. Balconies or decks are not to be used as dog runs or as areas of confinement.
- g. The pet is not allowed to bark to a point of being a disturbance to others, either outside or in nearby condominiums.

2. If a pet creates noise, damages property, is allowed to run loose without the presence of its owner, or in any other way creates an excessive disturbance or danger to others, the Board of Directors retains authority to terminate permission to keep the pet and, under the worst of circumstances, is authorized to call in the town dog warden to recommend the removal the offending pet.

3. The unit owner or lessee possessing a pet bears the financial responsibility for any damage, loss or liability caused by the pet (clean-up, material repair or replacement, rental loss, medical bills, etc.).

#### E. Vehicles:

1. Each unit is entitled to one parking space near the unit. Specific locations may be designated by the Board of Directors if authorized at an annual meeting of the Association. All other cars will park in the unreserved parking areas of the resort. No additional motor vehicles or trailers, boats or recreational vehicles (registered or unregistered) are to be parked in condominium parking lots.

2. All vehicles, whether on-road or off-road, shall be driven in a safe and responsible manner. All vehicles shall be driven on appropriate pathways (roads and parking lots, etc.) and are not to be used on pedestrian paths or walkways. No vehicle shall be left standing in such a manner as to prevent ready access to the units or so as to impede the access of fire-fighting equipment. Use of ski machines, recreational vehicles of all types, motorcycles or scooters, bicycles, and the like are restricted to roads or special trails approved for such use by resort management. Such equipment is subject to the parking regulations in E.. 1. above and is not to be parked adjacent to or in the

common areas of the building.

F. General Matters:

1. Owners are obligated to pay their Association fees and other assessments upon receipt of notification of their being due. Payment after 30 days is considered late and is subject to penalty assessment and interest charges. In the case of penalty or interest assessments levied for violations of these guidelines, payment may be deferred until the issue is resolved provided that the owner informs management and the president and the treasurer of the Association and initiates appropriate action (see G. 3. - 7.) to contest the cause of the assessment.

2. Owners are responsible for the actions of their children, guests and tenants for whom they have made the housing arrangements. The actions of renters arranged for by the managing agent are the immediate responsibility of said management. Ultimately, owners bear the responsibility for the responsible rental of their units.

3. The Board of Directors authorizes the managing agent to enter any rental unit at any time to deal with emergencies, or at any reasonable, agreed-upon time to accomplish requested repairs, or to carry out scheduled inspections.

4. In the case of full-time residents, when entry is necessary, prior permission of residents will be sought, but in emergency situations or where potential danger to others or potential damage to the property of others is involved, entry will be effected immediately. A key to the front door of all units is to be in the possession of management. If no key is made available to management, access will be achieved through the least damaging method given the time available. Additionally, if no key has been made available to management, liability for damage because of such entry to the resident's unit or subsequent damage to other units will lie with the resident unit owner.

5. Management may promulgate additional reasonable regulations on a temporary basis from time to time for good reason or take immediate action to cope with an unanticipated situation. Such regulations or actions shall immediately be reported to the building president for informative purposes and for consideration of their acceptability on a long term basis.

6. The Board of Directors also has the authority to repeal, amend or modify any of these guidelines. Any such deviation may be in effect only until the next annual meeting of the Association at which time they may ask for an extension of the deviation or for a permanent change in the guidelines.

7. Any explicit or implicit consent or approval given under these rules shall be revocable by the Board of Directors upon recommendation of the condominium manager or upon complaint of another unit owner after an opportunity of the parties to state their cases before the Board. Procedures to be followed in cases of complaint are found in Section G., 3. - 7.

8. These guidelines may be amended or changed by a majority vote at any meeting of the full membership of the Association. All proposals for change should be presented in writing to the building president along with a rationale for the change and an estimate of the involved costs six weeks prior to the annual meeting.

9. The guidelines are deemed to complement and implement the state condominium laws, the Declaration of Condominium and the By-laws of the Association, not to modify or contradict them. Any inconsistencies between them shall be resolved in favor of the former rather than the latter.

G. Compliance and enforcement:

1. A copy of the By-laws of the Association and of these guidelines shall be given to each unit owner prior to or upon the purchase of a unit. Management and/or the involved real estate agent will be responsible for informing the building president of the purchase. The building president will contact new owner(s) to welcome them to the Association and to insure that they have the above materials. Agents will be encouraged to inform prospective purchasers of the existence of the Association and the requirement for membership in the Association and for compliance with its by-laws and guidelines for community living before the decision to purchase is made.

2. New unit owners are expected to abide by the existing guidelines for behavior. They, like any unit owner, may propose changes to the guidelines for consideration at the annual meeting of the association.

3. In the event of perceived non-compliance with the guidelines by a unit owner, long-term resident or short-term tenant, it is recommend that the complainant make an attempt to resolve the issue between the parties. If this attempt is not successful, a complaint may be lodged by any unit owner or long-term resident with management. Management will seek to determine the accuracy of the complaint and to arrange for a cessation of the violation or a clarification of the apparent violation.

4. If the situation is not successfully resolved, management or the complainant may present the case, first verbally and, if requested, in writing to the building president who will attempt to intervene in the situation in an attempt to resolve the problem. If deemed appropriate, he/she may call a telephone conference and/or a special meeting of the Board of Directors at which both the complainant and the person against whom the complaint is being lodged will have the opportunity to present their case either personally or in writing. Evidence and/or witnesses may be called for.

5. The Board of Director's proposal for resolution will be considered binding on all patties. If the problem persists, the only remaining recourse is the legal system. If it is necessary to resort to the legal system, the Association will seek reimbursement of its legal expenses as part of any settlement.

6. Financial penalties may be assessed for repeated, demonstrated violations of these guidelines, the By-laws, or the Declaration of Condominium after appropriate warning and notification.

7. In the event that the Board determines that violations of the guidelines have caused a financial burden to other unit owners, it may take a variety of actions to recover costs involved in cleaning, repairing or otherwise treating problems caused by the offending behavior. They may, for example,

- a. Direct management to withhold rental payments until the costs are recovered,
- b. Assess financial penalties and/or late fees after due notification,
- C. Add such assessments to the Association fee owed by the offending unit owner,
- d. Seek payment of such fees and assessments through the legal system,
- e. Ultimately, the Board may place a lien on the property of the offending unit owner through appropriate legal action.

Nothing Follows