

PINCREST VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Administrative Rules and Regulations of the Association

As Amended September 2010.

These Rules & Regulations are for the benefit of all who live here. They have been created and adopted so that unit owners and residents may live comfortably and our homes will maintain their value.

Table of Contents

Section 1: Association Membership	pg. 1
Section 2: Exterior Areas.....	pg. 1
Section 3: Interior Areas.....	pg. 2
Section 4: Pets	pg. 3
Section 5: Pool and Recreation Areas	pg. 4
Section 6: Rental Units	pg. 4
Section 7: General Responsibilities and Limits.....	pg. 5

Section 1: Association Membership

1. 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.
2. A late fee equal to \$10.00 per month will be assessed against any unit owner whose monthly Association charge is not received and paid in full by the fifteenth day of the month for which it is due.
3. When a unit owner is delinquent in paying the applicable monthly Association charges, the property management company may request legal action.
4. Any consent or approval given under these Administrative Rules and Regulations by the Board of Directors, unless otherwise specified, is revocable with written notice as deemed necessary.
5. If a unit owner wishes to make a formal complaint to the Board of Directors, it must be put in writing and forwarded to the property management company. Once a complaint is filed, it will become an agenda item at the next meeting of the Board of Directors, and the complainant is invited to appear to explain the specifics.
6. Failure to comply with these Rules and Regulations shall be considered a violation of the Administrative Rules and be subject to the general fine provision in this document.

Section 2: Exterior Areas

DEFINITIONS

- **Common Elements (Areas):** All areas and facilities within the boundaries of Pincrest Village Association.
- **Limited Common Element (Area):** A part of the common element that is for the exclusive use of one particular unit owner and those who reside therein. This includes, but is not limited to, porches, decks, driveways and groomed areas surrounding the unit.

Landscaping, maintenance and improvements of the common areas shall be done by or at the request of the Board of Directors. Responsible landscaping and cleanup by occupants, consistent with the overall scheme of the landscaping of the Association's common areas, is encouraged.

1. All doors and windows must exactly conform to exterior design. Approval for replacements is granted through the Petition for Modification process. This is at full cost to the unit owner.
2. Modifications of any kind to the exterior of any building, or the appearance thereof, may not be made without written approval of the Board of Directors. Any remedial work required by the Board of Directors resulting from unauthorized modifications or installations shall be the responsibility of the current unit owner.
3. Within reason, holiday and seasonal decorations, including lights are permitted, but must be removed no later than 30 days after the specific holiday/season has passed. Front yard post lamp bulbs are provided by the Association and may not be replaced with colored lights. The Association will arrange to have Christmas trees picked up; date to be determined each year.

4. Exterior additions built after initial construction are wholly owned by the respective unit owner and are the responsibility of the unit owner. The Board of Directors reserves the right to mandate repairs to these additions that will be paid for by the applicable unit owner. Such repairs must be carried out within 90 days of written notice to the unit owner, unless both agree to an extension.
5. Unit owners wanting to add to or modify their unit must submit a Petition for Modification to the Board of Directors in advance of any construction. The Petition must include detailed drawings, specifications, and project timeline. The Board of Directors will review all complete submissions at its next regular meeting and reserves the right to reject any and all requests. Upon initial approval, and dependant on the specific request, the Board of Directors may require that applicable building permits, vendor selection, and signed Neighboring Unit Agreement be presented before work begins. 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 might have occurred during the construction. Any modifications mandated by the Board of Directors are at the unit owner's expense. The Board of Directors will negotiate a date of completion for any and all modifications. Any and all delays must be brought to the attention of the Board of Directors within 30 days of the change, along with a revised plan of action. Each Petition for Modification is unique to a specific owner and unit and is not transferable to subsequent unit owners. All forms and/or information needed at each step are available through the property management company.
6. Unit owners and their contractors are not permitted to erect any outside antennas or satellite dishes without prior approval of the Board of Directors. Unit owners seeking approval for such installations must provide written details describing the placement and must receive written approval from the Board of Directors before the installation is ordered. Under no circumstances shall an antenna, satellite dish, or object of any kind be attached to a roof. Violators of this rule must remove the object and complete any necessary repairs within 30 days from date of written notice from the Board of Directors. If the object is not removed and/or repairs made, requiring the Board of Directors to contract for its removal/repair, the owner is responsible for all expenses that accrue from removal and/or repairs made by a contractor under orders from the Board of Directors.
7. Clothes drying or airing devices are permitted. Two options are allowed:
 - A portable drying rack on the back deck only; or
 - A Board-approved circular aluminum rack installed in the back yard only. The unit owner must seek approval from the property management company, who will contract for this installation. The unit owner is responsible for purchasing the rack and the cost of installation.
8. No clothing or other materials, including beach towels, rugs, or drapes may be hung or shaken from windows, placed on windowsills, railings or fences or otherwise left in public view, except where otherwise permitted above.
9. Seasonal outdoor furniture may be placed on porches. Toys, tools, sporting goods, bicycles, motorcycles, and other personal articles and equipment must be kept within the unit or garage.
10. Owners, residents and/or contractors may not post signs. "For Sale" signs may be placed only in the kitchen or front bedroom window. "Open House" signs may be posted during the hours of the open house; these signs must be promptly removed at the conclusion of the event.
11. Trash and recycle receptacles are provided by the contractor and are to be stored in the garage or designated shed. In the event that the trash contractor refuses to accept rubbish because of its quantity, condition, or content, it is the responsibility of the owner/resident to promptly remove the rubbish from the premises at their own expense.
12. Filled receptacles must be left curbside no earlier than noon on the day prior to pick-up. Emptied receptacles must be removed from the curb by midnight of the collection day.
13. The Board of Directors is authorized to remove any trash or other debris left on Association property at any time without notice. If such action is required, the applicable Owner will be responsible for any and all transport, labor, and disposal fees accrued therefrom.
14. Use of gas grills, hibachis, charcoal grills, and similar devices used for cooking, heating or any other purpose is permitted provided the use conforms with manufacturer's specifications and all state and local laws. When in use, the device needs to be at least 10 feet from building structures.

Section 3: Interior Areas

1. Occupants may alter, repair, or modify unit interior without prior Board approval only within the boundaries of their unit as defined in the Declarations.

2. All gas fireplace installations must be approved in advance by the Board of Directors. Wood and coal stoves, boilers, furnaces or fireplaces are not permitted. Failure to follow the prior approval process outlined above shall be considered a violation of the Administrative Rules and be subject to the general fine provisions included in this document; and possible requirement to remove the unapproved device, at applicable owner's expense.
3. Dryer vents should be inspected and cleaned professionally at least every 2 years, unless otherwise professionally advised, noted in writing, and submitted to the property management company. It is the unit owners' responsibility to schedule appointments and pay for this service as directed.
4. Replacement of the gas furnace and water heater is at the unit owner's expense.
5. All units must have fire/smoke and carbon monoxide detectors as regulated by the State. Unit owners and renters can refer to the State of Vermont Department of Public Service website and/or the property management company for specific details about detector placement and acceptable detector models.
6. Window air conditioners are permitted and must be properly installed as specified by the manufacturer or as advised by a professional; and must be in compliance with general rules on exteriors. Space fillers must be consistent with overall building design, using only materials specified by the manufacturer. Blankets, cardboard, and other nonconforming materials may not be used.
7. 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 any property caused by the negligence of above policy, malfunction of the furnace, hot water heaters, bathroom or kitchen fixtures, washing machine (including water lines/hoses connected to the wall), or negligent behavior in any area of the interior, is at the negligent unit owner's expense.

Section 4: PETS:

1. The maximum number of pets is two. The following configurations do not need Board approval:
 - One dog,
 - One dog and one cat, or
 - Two cats.
2. Considerations for a second dog require approval from the Board of Directors by way of a written request. If approved, the owner of the second dog will pay a one time, non-refundable fee of \$100 for this privilege. These fees will be reserved and used in cases of pet damage to common areas.
3. The maintenance, keeping, boarding and/or raising of livestock, poultry or reptiles of any kind, regardless of number, for personal or commercial purposes is prohibited within a unit or on any other Association property. The keeping of no more than two small, orderly domestic pets is allowed. Such pets must be kept within the interior confines of the unit.
4. All pets MUST be registered with the Association and inoculated as required by law. A copy of the current dog license must be filed with the board. All ordinances of the town of Williston for the control of pets, as they may be amended from time to time, are hereby made a part of these Rules & Regulations.
5. Pets are not permitted outdoors unless on a leash and under control. Animals may be tethered, provided they cause no disturbance and the owner remains in the vicinity. The tether may not exceed the boundaries of the unit's limited common property.
6. Approved Dog-Walking Areas:
Dog owners are to curb their pet only upon appropriate Common Property and their own Limited Common Property. Appropriate common areas are the ungroomed perimeters of the Pinecrest Village streets, such as the east side of Timothy Way and south side of Rita Rd., woodland areas, and the emergency access road. Please refrain from allowing dogs to relieve themselves on your neighbor's lawn, driveway, plants and/or trees. Pet owners are responsible for cleaning up droppings from their pets and for the proper disposal of the same.
7. Dog owners are not to walk their animal directly behind or in front of the other units. This is specifically meant to keep dogs from infringing upon the use of other occupants of the Common and Limited Common Elements.
8. Unit owners with pets shall be solely responsible for the actions and consequences of their pets and their visitors' pets. If Association fines or a lawsuit arises due to the acts of a pet, the applicable pet owners or caretaker will assume all liability for their pet's behaviors and hold the Association harmless from any legal claims.

9. Pets may not constitute a nuisance, disturbance or violation of any of these rules. The Board of Directions may take remedial measures, including permanent removal if more than 3 violations are reported. No pets shall be a nuisance. A nuisance means any pet which:
 - Attacks or threatens any person or animal at Pinecrest Village.
 - Damages private or common property.
 - Barks, whines, howls, or cries in any excessive, continuous or untimely manner, so as to disturb the peace and quiet of any neighbor or other resident.

Section 5: Pool and Recreational Areas

1. Swim at your own risk; no lifeguard on duty.
2. Pool is for the enjoyment of Pinecrest Village residents and accompanied guests only.
3. Residents are responsible for the behavior of their children and guests.
4. Only child-size flotation devices and safe, pool-specific toys are permitted.
5. Only swim-diapers are permitted in the pool.
6. Pool gate may not be propped open. It must be latched at all times.
7. Climbing or jumping the fence is prohibited.
8. Loud and offensive behavior is prohibited.
9. Pool skimmer may be used only by an adult 21 or over.
10. NO smoking, diving, pets, running, or horseplay
11. Pool keys cannot be copied. Residents may contact the property management company for replacements of lost keys at a cost of \$50. per key.
12. Failure to abide by rules at the pool and surrounding recreational area may result in loss of privileges.

Section 6: Rentals

A unit may be leased subject to the following requirements.

1. Unit owners are responsible for timely delivery of Association fees to the property management company. Applicable fines and other actions stated in Section 1: Association Membership apply.
2. In each case, a unit owner must apply to the Board of Directors in writing no later than sixty days prior to the date the unit owner desires to offer the unit as a rental property. The unit owner must include the form of lease contemplated for the lease transaction. The Board of Directors will promptly review the request and deliver its determination to the unit owner no later than thirty days prior to the date the proposed lease term is to begin. The unit owner seeking to lease their unit is encouraged to seek the Board of Directors' permission as early as is practicable.
3. All leases must be for a minimum period of one year unless otherwise agreed to by the Board of Directors.
4. All leases shall provide that the right of the lessee to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declarations, Bylaws and the Rules and Regulations of the Association. The leasing unit owner or manager shall provide the lessee a copy of each of the current aforementioned documents prior to execution of the lease. The property management company may collect a fee from the unit owner if requested to provide copies of such document for this purpose.
5. All unit owners who lease their units shall, following the execution of the lease, promptly forward a fully executed copy of the lease and lease addendum to the Property Management Company. This shall have the initials of both the owner (or agent) and lessee on each page of the Bylaws, Rules & Regulations, and Parking Policy to signify that the lessee has read and will comply with these documents
6. All absentee owners are required to keep the property management company up-to-date with their phone, e-mail, and mailing address as well as that of any agent managing the unit owner's property. The unit owner shall also provide Tenant's contact information to the Association.
7. Up to ten percent (8 units) of the total number of units may be leased at any given time.
8. Hardship rental exceptions to the 10% unit maximum may be granted by the Board of Directors at its sole discretion. Any owner requesting a hardship rental exception must contact the property management company and provide a written explanation for consideration by the Board of Directors.
9. If a unit is being occupied by anyone other than the title holder of record for that unit, or the spouse, child, and/or domestic partner of such record title holder, then that occupant(s) shall be considered a tenant and these

rental rules shall apply, including compliance with those rules requiring all tenants to execute a lease addendum.

Section 7: General Responsibilities and Limits

1. If a unit owner is in violation of or non-compliant with any items outlined in the Declarations, Bylaws, Rules & Regulations, and/or any policy adopted by the Board of Directors, where a specific fine schedule does not exist, the Board of Directors may impose a fine of \$25.00 for each occurrence. A subsequent fine 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 purpose 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 the calculation additional fine periods. If the amount of the cumulative fines exceeds \$75.00, the Board of Directors 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 unit owner is responsible for all costs of collection and enforcement disbursed by the Association including, fines, recording fees, attorney fees and court costs.
2. 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, after reasonable notice; or without notice in the event of an emergency.
3. Unit owners who serve on the Board of Directors must exhibit behavior in compliance with the Association's Bylaws and Rules & Regulations. Board Members must be in good standing financially, must regularly attend scheduled meetings and participate in activities for the betterment of the community. Non-compliance may result in a request for resignation.
4. Residents are not to wander, play, or walk their dogs uninvited directly behind or in front of other units. This is to preserve the privacy of Limited Common Areas and units adjacent to common areas.
5. Anyone witnessing inappropriate behavior by residents or guests is encouraged to report it to the property management company or the Williston Police.
6. The Board of Directors reserves the right to determine consequences and reparations for inappropriate actions resulting from abuse or misuse of property. If consequences and/or reparations are not met within 30 days of an agreed-upon date, then the Board of Directors has the right to pursue property liens or court action, if a resolution cannot be reached.
7. Attached hereto are parking regulations as adopted by the Board of Directors. Residents and guests are required to abide by the specific parking rules and regulations.
8. No boat trailers, snowmobile carriers, trailers, or recreational vehicles may be stored on the Limited Common or Common areas.
9. Any modification without prior approval from the Board of Directions and failure to abide by set Rules and Regulations will be subject to a fine.
10. Residents take responsibility to contact the property management company when any and all infractions are noted.
11. Resident Profile forms will be sent periodically. It is the duty of the unit owner and/or resident to properly complete these forms and return them by the date due whether changes have occurred or not. Any change to your unit, including, change of vehicles, family size, number of residents, pets, etc. needs to be reported within 30 days to the Property Management Company.

These Administrative Rules and Regulations are promulgated under the authority of the Declarations and By-Laws of the Pinecrest Village Unit owner's Association. 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.