

EASTWOOD COMMONS II OWNERS ASSOCIATION  
RULES AND REGULATIONS  
ADOPTED JUNE 24, 2014  
REVISED APRIL, 25, 2016

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**ARTICLE I**  
**AUTHORITY AND APPLICATION**

- 1.1 These Administrative Rules and Regulations are promulgated under the authority of the By-Laws of Eastwood Commons II Owners Association and the Vermont Common Interest Ownership Act (Title 27 V.S.A., Section 1-101 et. Seq.) [the "Act"].
- 1.2 Each capitalized term used herein without definition shall have the meaning specified in the Declaration of Condominium and the By-Laws of Eastwood Commons II Owners Association as they may be amended from time to time, or as provided in the Act. Any reference to the Executive Board shall be deemed to include the managing agent(s) of the Executive Board and where applicable shall be deemed to include the Association.
- 1.3 These Administrative Rules and Regulations shall be deemed in effect upon mailing to Unit Owners until amended, modified, or rescinded by the Executive Board.
- 1.4 Any waiver, consent, or approval given under these Administrative rules and Regulations shall not be a waiver, consent or approval of identical or similar situations unless approved in writing by the Executive Board.
- 1.5 These Administrative Rules and Regulations shall apply to and be binding upon the Unit Owners, their guests, employees, agents, lessees, or other invitees (sometimes referred to herein as "Residents")
- 1.6 Unit Owners shall be responsible for any damages or injuries caused by, and hold the Association and other Residents harmless for, the actions or inaction of themselves, their guests, employees, agents, lessees, or other invitees whether or not the Unit Owner is present.

**ARTICLE II**  
**COMMON AND LIMITED COMMON AREAS**

- 2.1. Maintenance and snow removal are provided through contracted services. Problems or questions should be raised with the Association's management company.
- 2.2. Residents are not to litter the grounds (including disposal of cigarette butts, candy wrappers, etc.) and are asked to clean up accidental spills.
- 2.3. Residents are responsible for cleaning or repairing any extraordinary fluid leakage or other damage their vehicles cause to the concrete or asphalt surfaces.

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- 2.4. Due to the unsanitary and unsightly conditions caused by bird droppings, no bird feeders are permitted on the property, including balconies and patios that will attract birds or vermin.
- 2.5. Nothing shall be added to, constructed on, or removed from the common areas without the prior written consent of the Executive Board.
- 2.6. Except as permitted by law, no signs, window displays, or advertising, including "For Sale" or "For Lease" signs, visible from outside a Unit shall be maintained or permitted in any part of a Unit without prior written consent of the Executive Board.
- 2.7. No clothing or other materials may be hung or draped from balcony railings, from doors or windows, placed on window sills, or draped from a balcony, gallery or otherwise exposed to public view.
- 2.8. Personal property shall be stored within the Unit or storage cage in the garage area specified for that Unit. Only bicycles and small shopping carriers are permitted to remain outside of the storage cages.
- 2.9. No decorations or other items may be placed on the exterior of hallway unit doors, and no boots, umbrellas, etc., may be placed outside of entrance doors in the common hallways.

**ARTICLE III**  
**BICYCLES.**

- 3.1. A limit of two bicycles may be parked outside of the Unit Owner's storage cage area and locked to the cage.
- 3.2. Bicycles may not be parked or locked in any other area except the bike rack located in front of the main lobby entrance to the building.
- 3.3. Residents use these areas at their sole risk and waive any claim, damage, or cost against the Association resulting from the theft or damage of or to their property.

**ARTICLE IV**  
**SAFETY AND INSURANCE**

- 4.1. For fire safety, grilling is not permitted on the property.
- 4.2. Security codes should not be given to non-Residents.
- 4.3. Residents may not store any articles that will create a fire hazard, be in violation of public laws and regulations, or increase insurance rates for the Association.
- 4.4. All items must be kept within the assigned storage space. Items obstructing passage may be removed or discarded.

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- 4.5. Storage of gasoline, propane tanks, and other fuels is not permitted anywhere on the property.
- 4.6. Owners of a vacant unit need to maintain heat at a temperature of 50 degrees to prevent pipes from freezing, shut off the water to their unit, and notify the property management company of the vacancy dates. The unit must be checked by owner or by the property manager at the unit owner's cost.

**ARTICLE V**  
**TRASH AND RECYCLING DISPOSAL**

- 5.1. All garbage /trash must be placed in plastic garbage bags, tied securely and the bags placed in the trash dumpster located in the trash storage shed located at the north end of the parking lot.
- 5.2. To dispose of items other than household garbage/trash such as furniture, tires, etc., please call the Management Company for disposal directions.
- 5.3. Recycling is mandatory in South Burlington. Recyclables are collected in the dumpster identified for recyclables in the trash shed. Please contact the Management Company for a complete list of recyclables.
- 5.4. Shredded paper must be placed in clear plastic bags and disposed of in the recycling dumpster.
- 5.5. The key for the exterior building doors also fits the entrance door for the trash shed.

**ARTICLE VI**  
**BALCONIES AND PATIOS**

- 6.1. Only patio furniture may be stored on balconies and patios. Storage of other items is not permitted.
- 6.2. Use and storage of grills, including electric grills, is not permitted on patios or balconies.
- 6.3. Balconies and patios shall be kept in a clean and neat appearance at all times.
- 6.4. All exterior lights must be UL listed and installed and used in a manner that will not unduly disturb surrounding Unit Owners. Residents are expected to use seasonal lights in a manner and timeframe consistent with the season being recognized.

**ARTICLE VII**  
**OWNER/OCCUPANT REGISTRATION**

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- 7.1. The Unit Owner and all Residents must furnish written notice within ten (10) days of occupancy, change, or upon request by the management company, of the names of **all persons** who occupy their Unit, pets kept on the premises, and vehicles that are registered and will be parked on the Property, to the management company by completing and returning a registration form.
- 7.2. Vehicles not registered with the management company or suspected abandoned vehicles may be subject to towing at the Executive Board's discretion.

**ARTICLE VIII**  
**PARKING**

- 8.1. No unregistered motor vehicle, or any boat, boat trailer, snowmobile, snowmobile trailer, camper, truck (other than pickup trucks), or recreational vehicle may be parked, stored, or maintained on any portion of the property, including the garage.
- 8.2. No unregistered, inoperative, derelict vehicles or any vehicle without current registration plates and inspection stickers shall be kept anywhere on the Property.
- 8.3. The parking of motor vehicles in any space not designated as a parking space is strictly prohibited.
- 8.4. Parking spaces are for motorized vehicles only.
- 8.5. No commercial vehicles shall be parked on the Property.
- 8.6. No automobile repairs (including oil changes and the like) are permitted on the property.
- 8.7. Residents must use their assigned parking space first when at the Building. Any additional vehicles related to the Unit may choose general parking spot on the Property.
- 8.8. During winter, Residents must follow any and all requests regarding parking during snowplowing. The plowing contractors will clear the driveway of the lot as necessary during storms with snowfall of two inches or more. They will clear parking spaces in which they have enough room for access.
- 8.9. If the Board calls for an organized plowing of the lot, notices will be put up on each entrance of the building and emailed to all on the email distribution list. **As much advance notice as possible will be given. It may be less than 24 hours notice, but not less than 12 hours.** Please be attentive to the snowfall and check the main entrances if you are in doubt. If you wish to be added to the plowing email list, please contact Management.
- 8.10. When an organized plowing occurs, all vehicles must leave the parking lot for the entire time specified **(including units with an assigned parking spot**

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**outside).** This is both for the safety of the vehicles and of the snowplow operators and to make sure that all the residual snow is picked up and not left to turn into ice. You may park in your garage parking spot, on Farrell Street, or at Shaw's during this time.

- 8.11. The owner of the vehicle will be responsible for any damage to it or for any towing charges incurred if it was not removed from the lot during an advertised plowing.
- 8.12. If you are planning on leaving town, ask a trusted neighbor to move your vehicle for you if an organized plowing takes place. One of the Board Members or a member of the Community Building Committee may be willing to do this.
- 8.13. If vehicles remain in the lot during the designated plowing times, **towing will be enforced.** Make sure your vehicles are registered with Management. Residents are responsible for communicating this procedure to their visitors.

**ARTICLE IX**  
**NUISANCE/NOISE**

- 9.1. No nuisance, use, or practice shall be made or allowed, or anything done which may be deemed a source of unreasonable annoyance, embarrassment or disturbance to the peaceful possession or use of other Units by their residents. No Resident shall play any musical instrument, electronic or otherwise, or operate audio or visual equipment, an engine or any device or equipment at high volume or in any other manner that shall cause unreasonable disturbances to other Residents.
- 9.2. Quiet hours are 10:00 p.m. to 7:00 a.m. for all 7 days of the week.

**ARTICLE X**  
**LATE CHARGES AND INTEREST**

- 10.1. Pursuant to Section 3.2 (b) of the Association By-Laws, the applicable late charge for assessments and dues will be at the maximum legal rate of interest in the State of Vermont.

**ARTICLE XI**  
**REMODELING OR CONSTRUCTION WORK**

- 11.1. Per Section 19.3 of the Declaration, no structural improvements may be made to a Unit and no change in the appearance of the Common Elements, the exterior appearance of a Unit, or portion of a Unit may be made without

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- the prior written approval of the Executive Board. The purpose of this rule is to protect the structural integrity of the building and its mechanical systems.
- 11.2. For any structural work, change in appearance of the Common Elements, the exterior appearance of a Unit, or any change to a portion of the Condominium, written notification of the scope of the work, contractor name, address, phone number, certificate of insurance, and copy of the building permit (if necessary) must be provided to the Executive Board.
  - 11.3. The executive Board will review the information provided and inform the Unit Owner if the Unit Owner can proceed or that the application is incomplete and whether additional information is required for the Board to make its decision. The Executive Board reserves the right to have an independent engineer review the plans and application submitted by the Unit Owner. The Unit Owner will be responsible for the cost of any additional engineering, insurance, or other information that the Executive Board may require to make its decision. The Board will make its decision within 30 days of receiving an application that the Board deems complete. If the Board fails to make its decision within 30 days after receiving a complete application, the application shall be considered approved by the Board.
  - 11.4. Remodeling or construction work that does not involve structural improvements or the building mechanical systems does not require approval of the Executive Board. However, the Unit owner is responsible for obtaining any required State or Local permits and complies with the Sections 11.5 – 11.18 below.
  - 11.5. Any work in a unit that includes electrical or plumbing changes must be done by licensed contractors and comply with all State and City regulations.
  - 11.6. Working hours are Monday – Friday 8:00 a.m. – 5:00 p.m. and Saturday 10:00 a.m. – 4:00 p.m.
  - 11.7. Access to the building is through the main lobby entrance unless other arrangements are made through the Management Company.
  - 11.8. Moving of building supplies and equipment by contractors or others is permitted only during the hours of 9:00 a.m. -5:00 p.m. Monday through Friday and 10:00 am to 2:00 pm on Saturday with prior approval by the Executive Board. For use outside of these hours, a fee will be assessed to the Unit Owner. Use of the elevator must be arranged with the management company during business hours Monday through Friday (except holidays) 9:00 a.m. to 5:00 p.m. with at least one week's advance notice. Elevator notices must be posted 48 hours in advance of any move and taken down when the move is complete. If you do not wish to put up and take down the elevator pads yourself, the management company will do it for you. There is a fee of \$98.00 charged to the homeowner for this service.

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- 11.9. Unit Owners are responsible for arranging all work by contractors that affects their Unit. In addition, the Unit Owner is responsible for any damage to the common areas and subject to any charge incurred related to cleanup or repair. The Unit Owner will also be held responsible for the actions of the contracting company.
- 11.10. The owner must obtain the elevator key from the management company in advance of moving materials for any construction work to be performed. This will enable them to hold the elevator doors open safely while loading and unloading. If any damage is done to the elevator on account of misuse or non-use of the key on behalf of the Resident, contracting company, or any associate or agent thereof, the Unit Owner will be responsible for paying the repair fees. The key must be picked up at the management company office from 9:00 a.m. – 5:00 p.m., Monday through Friday. A \$25 deposit cash or check must be given at the time of pick-up and will be returned at the time of drop-off. While moving materials, do not prop the front door open and leave it unattended. If you must prop it open, do so only while you unload your truck and move items inside the main lobby, then release the front door and make sure it is locked while you use the elevator to move items to your unit. If the door is found open and unattended the unit owner may be fined.
- 11.11. Do not block the elevator doors open or keep the elevator locked except while you are loading and unloading it. You may not load the elevator directly from your truck. Move items to lobby, call the elevator, then lock and load. The elevator should not be locked out longer than absolutely necessary (no longer than 20 minutes maximum). If the elevator malfunctions because of blocking the doors, you will have to pay for its repair.
- 11.12. Any resident needing the elevator when it is locked out by unit owner or contractor must first call the cell number provided on the elevator sign and request release of the elevator.
- 11.13. The person employing the contractor must ensure that the elevator is available for use by the resident within 20 minutes.
- 11.14. If the owner or contractor does not respond to the call or refuses to make the elevator available, the resident should call the management company and leave a message letting them know that their call was unanswered or their request was refused.
- 11.15. The owner of the unit will be fined if, after receiving the request, the elevator is not made available within the required time frame.
- 11.16. Please provide your contractor with these rules as it may change their time estimate, and failure to follow them could result in their company being banned from working in this building.



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- 11.17. You will also be provided with signs to place at the elevator entrance on each floor indicating that the elevator is being used for moving materials so that residents can anticipate delays in elevator service. Include a cell phone number on the notice in case there is an emergency need for the elevator. (We only have one elevator, four floors plus the garage level, and several residents for whom the stairs pose a significant challenge).
- 11.18. All construction debris must be removed from the property by the contractors and may not be placed in the EC II dumpsters. If a construction dumpster is required, the management company must be contacted regarding placement.

**ARTICLE XII**  
**MOVING IN OR OUT OF BUILDING**

- 12.1. Unit Owners are responsible for arranging all moves – in or out – that affect their Unit. In addition, the Unit Owner is responsible for any damage to the common areas and subject to any charge incurred related to cleanup or repair. The Unit Owner will also be held responsible for the actions of the moving company.
- 12.2. Access to the building is through the main lobby entrance unless other arrangements are made through the Management Company.
- 12.3. Moving of household goods, by commercial movers or others, is permitted only during the hours of 9:00 a.m. -5:00 p.m. Monday through Friday and 10:00 am to 2:00 pm on Saturday with prior approval by the Executive Board. For use outside of these hours, a fee will be assessed to the Unit Owner.
- 12.4. Use of the elevator must be arranged with the management company during business hours Monday through Friday (except holidays) 9:00 a.m. to 5:00 p.m. with at least one week's advance notice. Elevator notices must be posted 48 hours in advance of any move and taken down when the move is complete. If you do not wish to put up and take down the elevator pads yourself, the management company will do it for you. There is a fee of \$98.00 charged to the homeowner for this service.
- 12.5. The resident must obtain the elevator key from the management company in advance of the move. This will enable them to hold the elevator doors open safely while loading and unloading. If any damage is done to the elevator on account of misuse or non-use of the key on behalf of the Resident, moving company, or any associate or agent thereof, the Unit Owner will be responsible for paying the repair fees. The key must be picked up at the management company office from 9:00 a.m. – 5:00 p.m., Monday through

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Friday. A \$25 deposit in cash or check must be given at the time of pick-up and will be returned at the time of drop-off. While moving in, do not prop the front door open and leave it unattended. If you must prop it open, do so only while you unload your truck and move items inside the main lobby, then release the front door and make sure it is locked while you use the elevator to move your items to your unit. If the door is found open and unattended the unit owner may be fined.

- 12.6. Do not block the elevator doors open or keep the elevator locked except while you are loading and unloading it. You may not load the elevator directly from your truck. Move items to lobby, call the elevator, then lock and load. The elevator should not be locked out longer than absolutely necessary (no longer than 20 minutes maximum). If the elevator malfunctions because of blocking the doors, you will have to pay for its repair.
- 12.7. Any resident needing the elevator during a move must first call the cell number provided on the elevator sign and request release of the elevator.
- 12.8. The person moving in or out must ensure that the elevator is available for use by the resident within 20 minutes.
- 12.9. If the person moving does not respond to the call or refuses to make the elevator available, the resident should call the management company and leave a message letting them know that their call was unanswered or their request was refused.
- 12.10. The owner of the unit will be fined if, after receiving the request, the person moving does not make the elevator available within the required time frame.
- 12.11. If you use professional movers please provide them with these rules as it will change their time estimate, and failure to follow them could result in their company being banned from delivering to this building.
- 12.12. You will also be provided with signs to place at the elevator entrance on each floor indicating that the elevator is being used for moving so that residents can anticipate delays in elevator service. Include a cell phone number on the notice in case there is an emergency need for the elevator. (We only have one elevator, four floors plus the garage level, and several residents for whom the stairs pose a significant challenge).
- 12.13. The building enclosing the trash and recycling dumpsters is located at the north end of the parking lot. Enter the building through the center door using the same key you use to enter the exterior doors of Eastwood Commons II. All packing boxes and other boxes must be broken down prior to being placed in the recycling dumpster. All loose trash must be bagged prior to placing in the trash dumpster.
- 12.14. The cost to repair any damage done on account of the resident moving will be billed back to the Unit Owner.

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- 12.15. A \$125 Move-Out Fee will be assessed to the Unit Owner for all residents moving out of the building. The fee must be collected by the time the move out takes place; if it is not, the fee will levied to the Unit Owner's account.

**ARTICLE XIII**  
**PROCEDURES FOR COMPLAINTS BETWEEN NEIGHBORS**

- 13.1 For complaints between parties (e.g. noise): All Residents are encouraged to resolve issues between themselves first. If, after good faith effort, they are unable to resolve the complaint themselves, a detailed written complaint may be made to the Management Company by letter or electronic mail.
- 13.2 If the Management Company is unable to resolve the issue between the parties, the parties may request a hearing by the Executive Board.
- 13.3 Upon receipt of the written complaint, the Executive Board will hear the complaining parties at the next available scheduled monthly Board meeting and in executive session in order to protect the privacy of the persons involved. The Executive Board may refer the parties to mediation and/or impose financial sanctions on the parties for failure to comply with the provisions of the Act, the Declaration, the By-Laws, and these Administrative Rules and Regulations.

**ARTICLE XIV**  
**SMOKING**

- 14.1 Smoking, **including the use of e-cigarettes**, in common areas, elevators, and other public spaces is not permitted.
- 14.2 When smoking in a Unit, the Fantech should be operated on high to prevent smoke from seeping into the hallways.
- 14.3 Removing window screens and leaning from an open window to smoke is prohibited.
- 14.4 When smoking on patios and balconies, residents are expected to be courteous to their neighbors and refrain from smoking if requested by a neighbor negatively impacted by your smoking.

**ARTICLE XV**  
**PETS**

- 15.1 Pursuant to Section 7.14 of the Declaration, Residents are limited to two pets per Unit, only one of which may be a dog.

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- 15.2 Dogs must be leashed while in common and limited common areas including the dog walk located behind the berm at the north end of the parking lot.
- 15.3 All landscaped and garden areas are off limits to pets. All droppings shall be picked up immediately in a sealed plastic bag and placed in the dumpster.
- 15.4 To offset the increased cost of both interior and exterior maintenance of the common and limited common areas due to dogs, dog owners will be assessed a \$5.00 monthly fee.
- 15.5 Dog owners must register their dogs with the Management Company. Any dog owner who does not register their dog either upon moving in, or immediately upon acquiring a dog, shall be fined \$125.00.
- 15.6 The City of South Burlington requires annual licensing of dogs and cats.
- 15.7 Residents are responsible for informing visitors who bring a pet of these rules.

**ARTICLE XVI**  
**LEASING**

- 16.1 The leasing of a Unit is subject to the terms of Section 7.12 of the Declaration. In order to ensure compliance with the current rental cap of 35 Units, any Unit Owner intending to lease must first provide written notice to the Executive Board.
- 16.2 If the Association is not at its rental cap, the Executive Board will so inform the Unit Owner and the Unit Owner may rent the Unit. If the Association is at its rental cap, the Executive Board will so inform the Unit Owner and the Unit Owner may request that his/her unit be added to a rental list.
- 16.3 The management company will keep a list of which Units requested to be on the list and when the request was made. Inclusion on the list will be on a first come, first serve basis. When a rental spot becomes available, the management company will contact the first Unit Owner on the list and see if they are still interested in renting. If so, he/she will be given three (3) months to find a tenant and vacate the unit. If he/she is no longer interested or does not find a tenant within three (3) months, the available rental spot will be given to the next person on the waiting list.
- 16.4 Any Unit Owner leasing his/her Unit must provide the management company with a signed copy of the lease and the Association approved Leasing Addendum.
- 16.5 All tenants will be subject to follow any rules and regulations stated in any of the Association's governing documents. If tenants violate any rules the Unit Owner will be held responsible for any penalties and/or fines incurred as a result.
- 16.6 If any Unit Owner violates these leasing regulations, the following violation procedure will apply:

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- a. The management company will contact the Unit Owner via regular or electronic mail regarding the violation and ask for a resolution within an appropriate period of time, including the penalties for not complying.
- b. If the violation still persists past the date given, a written notification must be sent by certified mail stating what penalties the Unit Owner will be charged with if the matter is not corrected before a stated date.
- c. Fines for such penalties are \$500 per violation and \$100 per day thereafter for thirty (30) days. If the violation is not corrected or the fines are not paid within sixty (60) days of the first violation, the Executive Board may seek formal legal resolution. The Unit Owner in violation will also be responsible for paying any related legal fees incurred.

**ARTICLE XVII**

**PENALTY SCHEDULE FOR VIOLATION OF DECLARATION, BYLAWS, RULES & REGULATIONS**

- 17.1 The Association may impose for the following fines upon Unit Owners after notice to the Unit Owner and hearing on the issue of the fine is held.
- 17.2 \$50 fine for first non-compliance after the first fine, except as detailed below.
- 17.3 \$20 per day for one month for continued non-compliance after the first fine, except as detailed below.
- 17.4 Non-compliance after (30) days may result in the Executive Board seeking formal legal resolution.
- 17.5 Fines not paid within ninety (90) days may result in legal action being taken. The Unit Owner will be responsible for all fees associated with recording the lien, including, but not limited to, attorney's fees, courier fees, recording fees, and title search.


**ARTICLE XVIII**

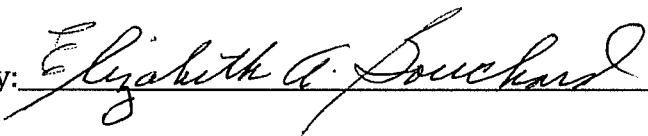
**MISCELLANEOUS**

RESERVED

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APPROVED:

President:  Date: 6/23/16

Secretary:  Date: 6/23/16

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