

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

Preamble

Eastwood Commons is a condominium common interest community made up of 89 Units in a four-story building at 370 Farrell Street in South Burlington, Vermont. Having 89 families living together in such close proximity requires certain agreements amongst the residents (Owners and Tenants) as to how such close-living will impact our behavior and interaction with others in the community. Owners at Eastwood Commons are members of the Eastwood Commons Owners Association, Inc. and have agreed to the provisions that are set forth in the Declaration and the Amended and Restated Bylaws. Visitors, guests, tenants, and others at Eastwood Commons are also governed by these general agreements. This document sets forth the Rules and Regulations of the Association, which are updated and amended from time-to-time by the Executive Board of the Association in an effort to clarify and supplement the rights, responsibilities, and limitations set forth in the Declaration and Bylaws; to provide procedures for community interaction and use of the Common Elements; and to provide procedures for interaction with Executive Board. While this document does not include a complete listing of the rights, responsibilities, and limitations associated with living at Eastwood Commons, it is the hope of the Executive Board that it will provide a valuable tool and starting point for understanding the same.

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

Table of Contents

ARTICLE I: AUTHORITY AND APPLICATION .....	3
ARTICLE II: OWNER/TENANT REGISTRATION AND GENERAL INFORMATION .....	3
ARTICLE III: MOVING IN AND OUT OF THE BUILDING .....	5
ARTICLE IV: COMMON AREAS AND RELATED MATTERS .....	7
ARTICLE V: GARBAGE/TRASH DISPOSAL AND RECYCLING.....	9
ARTICLE VI: AUTOMOBILE, PARKING, AND GARAGE-RELATED MATTERS.....	10
ARTICLE VII: PETS AT EASTWOOD COMMONS .....	12
ARTICLE VIII: SAFETY AND MISCELLANEOUS .....	14
ARTICLE IX [RESERVED].....	14
ARTICLE X: USE OF LIMITED COMMON ELEMENTS GENERALLY .....	14
ARTICLE XI: USE OF UNITS GENERALLY.....	15
ARTICLE XII: REMODELING OR CONSTRUCTION WORK .....	15
ARTICLE XIII: HVAC MAINTENANCE, REPAIR, AND REPLACEMENT .....	18
ARTICLE XIV: RESTRICTED ACCESS & SECURITY .....	20
ARTICLE XV: ADMINISTRATION OF WAITING LIST FOR LEASING SLOTS.....	20
ARTICLE XVI: ADMINISTRATION OF ASSOCIATION GENERALLY .....	23
ARTICLE XVII [RESERVED] .....	23
ARTICLE XVIII [RESERVED] .....	23
ARTICLE XIX: TERMS OF THE EXECUTIVE BOARD.....	23
ARTICLE XX: OWNERS LIABILITY .....	23
ARTICLE XXI: PROCEDURES FOR RULE VIOLATIONS .....	24
ARTICLE XXII: PENALTY SCHEDULE FOR VIOLATION OF DECLARATION, BYLAWS, RULES & REGULATIONS .....	24
<b>ANNOTATIONS AND HISTORY FOR ENTIRE RULES AND REGULATIONS.....</b>	<b>24</b>

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

ARTICLE I: AUTHORITY AND APPLICATION

- 1.1 Eastwood Commons Condominium (“Eastwood Commons”) and the Eastwood Commons Owners Association, Inc. (“the Association”) are governed by:
  - 1.1.1 Declaration of Eastwood Commons Condominium dated June 13, 2005 as amended on March 27, 2014 (the “Declaration”);
  - 1.1.2 Bylaws of Eastwood Commons Owners Association, Inc. as Amended and Restated on January 1, 2012 (the “Bylaws”); and
  - 1.1.3 Vermont Common Interest Ownership Act, 27A V.S.A. §§ 1-101, et seq., amended 2009, No. 155 (Adj. Sess.) (the “Act”).
- 1.2 These administrative Rules and Regulations (the “Rules”) are promulgated under the authority of the Bylaws and the Act. The Executive Board of the Association (the “Executive Board”) may amend, modify, and/or rescind the Rules.
- 1.3 Each capitalized term used herein without definition shall have the meanings specified in the Declaration and the Bylaws, 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 Board and where applicable shall be deemed to include the Association.
- 1.4 The Rules hereinafter enumerated as to the Condominium in general shall be deemed in effect upon mailing to Owners until amended, modified or rescinded by the Executive Board.
- 1.5 Any waiver, consent or approval given under these Rules shall not be a waiver, consent or approval of identical or similar situations unless approved in writing by the Executive Board.
- 1.6 The Rules shall apply to and be binding upon the Unit Owners and their guests, employees, agents, lessees, or other invitees.
- 1.7 Unit Owners shall be responsible for any damages or injuries caused by, and hold the Association and other Unit Owners and occupants 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: OWNER/TENANT REGISTRATION AND GENERAL INFORMATION

- 2.1 Current Property Manager
  - 2.1.1 The Executive Board has contracted with the property management company (“Property Manager”) listed in 2.1.2 to handle the day-to-day management of the building, grounds, and other matters impacting the Association. Please contact them first for any questions related to these Rules.
  - 2.1.2 Park Place Management Co. (“PPM”)  
41 Commerce Avenue, Suite 4  
South Burlington, VT 05403  
(802) 860-5050
- 2.2 Owner and Tenant Registration
  - 2.2.1 Registration with the Association provides information that can be used to communicate effectively and interact with Owners and Tenants. Registration shall

## EASTWOOD COMMONS CONDOMINIUM

### RULES AND REGULATIONS

Effective date: January 10, 2023

include names of all persons who occupy their Unit, contact information for the Owner and/or Tenant (complete mailing address, active phone numbers, active email address, etc.), homeowner's and/or rental insurance information, emergency contact information (names, location, and phone numbers), a description of pets living on the premises (see Article VII below), information (make, model, license plate state and number) describing any moving vehicles on the premises, and a phone number and preferred security key code for use with entrance call boxes (see Section 2.4.3).

2.2.2 Owners - Within 10 days of closing on an acquisition of a Unit and prior to any new occupancy, Unit Owners shall provide the Property Manager with a fully completed Owner Registration Form.

2.2.3 Tenants - Prior to the first day of occupancy in a Unit, Tenants who are leasing a Unit shall provide the Property Manager with a fully completed Tenant Registration Form.

2.2.4 Owners and Tenants shall provide an updated Registration Form to the Property Manager within 10 days of any of the information contained therein changing.

### 2.3 Association Communications

2.3.1 Email - The official mode of communication from the Executive Board and the Association generally is email. If an Owner would like to receive communications via traditional mail, such a request can be made to the Property Manager via an Owner/Tenant Registration Form.

2.3.2 Association Website – Eastwood Commons maintains a website ([www.ppmvt.com/eastwood commons](http://www.ppmvt.com/eastwood-commons)) for posting of important information. Owners can register with the website for a username and password to gain access to the Owner-only section of the site. The website includes official documents (Declaration, Bylaws, Rules, etc.), announcements, surveys, event calendar, etc.

### 2.4 Entrance/Access/Egress to and from the Building

2.4.1 The building has six entrances to the common areas:

- (a) Main Parking Lot Entrance (#1): this is the entrance into the main lobby at where the mailboxes are located,
- (b) Farrell Street Entrance (#2): this is the entrance into the main lobby area from the Farrell Street side of the building,
- (c) East Entrance (#3): this is the entrance from the parking lot to the East Staircase (the staircase at the East-facing (towards the lake) end of the building above the garage entrance,
- (d) North Exit (#4): this is the doorway at first-floor-level of the North Staircase (the staircase at the North-facing (towards The Edge property) end of the building [NOTE: this doorway is for exit only and shall not be propped, see Section 2.4.2],
- (e) Garage Lobby Entrance (#5): this is the doorway to the elevator lobby from the garage,
- (f) Garage North Entrance (#6): this is the doorway to the North Staircase from the garage.

2.4.2 Propping Doors. Eastwood Commons is a secure building community. In order to prevent unauthorized entry to the building, doors to the building shall not be propped open at any time. The Association recognizes that this procedure causes a level of

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- inconvenience. However, please consider the safety of others and the protection of the building from vandalism in finding alternatives to propping doors. Under certain circumstances, the Executive Board and/or the Property Manager may give express permission for the propping of a door with appropriate supervision of the entryway that is sufficient to prevent unauthorized entry to the building by non-residents.
- 2.4.3 Call Box. The Main Parking Lot and Farrell Street Entrances each have a call box that can be utilized (a) by residents to electronically access the building using a security key code and (b) by visitors to call residents to gain access. The call boxes are not wired to speakers in the Units, but connect directly to a phone number (e.g., land-line or mobile) provided by the resident of each Unit. For security reasons, key codes should not be given to guests indiscriminately and should not be given to vendors or delivery personnel.
- 2.4.4 Patio Doors. Several first floor Units have patios with one or more doors into their Unit. To protect landscaping from damage, at no time shall patio entryways be utilized for entering or exiting the building (except for the normal access to the patio from within the Unit itself).

ARTICLE III: MOVING IN AND OUT OF THE BUILDING

- 3.1 Introduction. Moving in or out of Eastwood Commons can be an exciting and time-consuming process for Owners and Tenants. It can also present challenges to the building, the Common Elements, and the other residents of Eastwood Commons. To assist you with your move and to prevent and help defray the cost of damage to the Common Elements during a move, Owners and Tenants shall follow the procedures in this Article III.
- 3.2 Notification of Property Manager. Unit Owners and Tenants shall notify the Property Manager at least five (5) business days prior to any move in or out of a Unit. Such notification shall include at least (a) Unit number involved in the move, (b) the dates of move and any requests for Saturday moves (see Section 3.5), (c) names and contact information of any professional movers involved in the move, and (d) a completed Move-In/Move-Out Information Form. See also, Section 2.2 for information about Owner and Tenant Registration.
- 3.3 Doors/Entryways for Moves
- 3.3.1 All moves shall utilize the Main Parking Lot Entrance to the building.
- 3.3.2 For security reasons, building entrance doors cannot be propped during a move or at any other time (see Section 2.4.2).
- 3.3.3 To protect landscaping from damage, at no time shall patio entryways be utilized for moving in or out of a Unit.
- 3.4 Elevators. Elevators shall be used if a move involves a Unit on the 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> Floor. Use of the stairwells is not allowed in an effort to reduce the chance of damaging walls by household goods. To reduce damage to elevator panels, use of the elevator must be arranged with the management company as part of the Notification in Section 3.2. Proper notification of the Property Manager allows for timely installation of protective padding for the elevator for the move.

## EASTWOOD COMMONS CONDOMINIUM

### RULES AND REGULATIONS

Effective date: January 10, 2023

- 3.5 Allowed Times for Moves. 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. If a move requires time on a Saturday, this must be arranged with the express permission of the Property Manager during the Notification in Section 3.2. Moves in and out of a Unit are not allowed on a Sunday.
- 3.6 Personal Property
- 3.6.1 Moving In – personal property must end up within the Unit. Personal property shall not be left in the Common Areas.
- 3.6.2 Moving Out – all personal property must be removed from Eastwood Commons or be disposed of properly according to Article V below.
- 3.7 Unit Owners are responsible for all aspects of moves – in or out – that affect their Unit. In addition, the Unit Owner is responsible for any damage to the landscaping, elevators, walls, or any other Common Element resulting from the move or the propping of doors and for any personal property improperly disposed of in the building or elsewhere at Eastwood Commons. The Unit Owner is subject to any charge incurred related to clean-up or repair.
- 3.8 Moving-In Fee.
- 3.8.1 Eastwood Commons recognizes that Unit Owners and Tenants will make every effort to prevent damage to the building and to reduce the impact of a move on the building in general (for example, by following the provisions of this Article III). However, despite this care, moves in and out of the building do historically create a cost burden on the Association.
- 3.8.2 Eastwood Commons collects a fee from new residents when they move into the building. Residents that comply with all of the move out procedures (i.e. properly notifying management, proper disposal of trash, etc.) will receive a refund of half of the move-in fee. Residents include Unit Owners living in the building and Tenants of Leasing Units. This fee is to help defray the costs incurred by the Association associated with moving in and moving out of the building, including:
- (a) Setting up protective padding in elevators;
  - (b) Allowing access to facilities to utility vendors;
  - (c) Processing of move-in and move-out matters by Property Manager;
  - (d) Clean-up of Common Areas after moving; and
  - (e) Repairing of any accidentally damaged Association property.
- 3.8.3 Move-In Fee Amount: \$300.00
- 3.8.4 Timing: The Move-In Fee is due to Eastwood Commons prior to the date of moving into the building and shall be paid at the time of providing the information in Section 3.2. Residents will receive a refund of half of the move-in fee or \$150.00, by mail in the form of a check. The check will be issued within 10 business days after the move out is completed successfully.
- 3.8.5 Unit Owners who lease their Units are responsible for the move-in charge prior to Tenants moving into the building. The charge will be added to the Owners Association account to pay, and the Unit Owner can bill it to their Tenants. When a new Tenant moves into the Unit a new move-in fee is due according to the timing of Section 3.8.4.

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- 3.8.6 Effective Date: The Moving Fee will apply to each new Resident (Unit Owner or Tenant) that moves into the building on or after January 1, 2020. Residents living in the building prior to January 1, 2020, will not pay the Moving Fee unless the Executive Board decides to change this fee structure at a later date. The increased move-in fee with partial refund will apply to each new Resident starting January 31, 2023.

ARTICLE IV: COMMON AREAS AND RELATED MATTERS

- 4.1 Introduction. Eastwood Commons is divided into Units (89) and Common Elements (everything other than the Units). Limited Common Elements are those portions of the Common Elements that have been assigned for use by less than all of the Units, such as patios, parking spaces in the garage, the ten assigned parking spaces in the parking lot, and the garage storage cages. The Common Elements include the Common Areas, such as the gym, the lobby, hallways, stairwells, garage, parking lot, entryways, outside grassy and landscaped areas, and the trash shed. All members of the Association share the costs of maintaining, cleaning, and repairing the Common Areas. Common sense should dictate all use of the Common Areas to avoid damage and other issues that will increase costs to the Association. This Article addresses only some of the issues that might arise in using the Common Areas.
- 4.2 Maintenance and cleaning of the Common Areas, landscaping of the property, and snow removal are provided through contracted services. Problems or questions should be raised with the Property Manager.
- 4.3 Personal property and other resident-owned equipment shall be stored and kept only within the Unit or in the garage storage cage specified for that Unit. Personal property shall not be left in the gym, lobby, or any other Common Area.
- 4.4 Residents shall dispose of all garbage, trash, or other litter (including disposal of cigarette butts, candy wrappers, etc.) in receptacles designated for the same and shall do so according to any relevant provisions of Article V. If accidental spills, pet droppings, or other damage occurs in the Common Areas, residents shall immediately inform the Property Manager for direction on how it should be cleaned.
- 4.5 The Executive Board is responsible for anything that shall be added to, constructed on, planted in, or removed from the common areas. Residents shall not add or remove items from, plant or cut living vegetation (including trees, shrubs, flowers, plants, and bushes) in, construct anything upon, or make any other alterations to the Common Areas without the prior written consent of the Executive Board.
- 4.6 Signage. The Declaration strictly prohibits signs of any character (e.g., window displays, advertising, including "For Sale" or "For Lease" signs, etc.) from being erected, posted, or displayed upon, in, from, or about the Common Areas. Exceptions can be made only with prior written consent of the Executive Board.
- 4.7 Gym/Fitness Room. The Association maintains a fitness room on the first floor across from the elevators. The outside door key for the building provides residents with access to the fitness room.

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- 4.7.1 Hours of Operation:  
Monday to Friday – 6 a.m. to 10 p.m.  
Saturday and Sunday – 8 a.m. to 10 p.m.
- 4.7.2 Use of the fitness room is allowed only during the hours listed above in order to provide for quiet times in which the noise from the fitness room will not disturb Units adjacent to the fitness room.
- 4.7.3 Use of the fitness room and the equipment is limited to fitness activities and using the equipment in a manner in which it was intended to be used. Courteous use of the equipment shall not interfere with others use of the equipment. The fitness room is not intended as a general recreational room and should not be utilized for social gatherings or watching television.
- 4.7.4 Residents are responsible for cleaning up after themselves in the fitness room, including wiping down equipment with the provided cleansing towels after each use.
- 4.7.5 Personal exercise equipment may be brought into the fitness room each time it is used. However, as with other Common Areas, personal property shall be removed from the fitness room after each use.
- 4.7.6 Children under the age of 14 shall be accompanied by an adult at all times.
- 4.8 Smoking. Smoking is strictly prohibited in any of the Common Areas within the building. This includes, but is not limited to, the hallways, stairwells, elevators, fitness room, lobby, mailbox entryway, etc. Smoking is currently allowed in Units unless there is a lease that states otherwise. Smoke from cigarettes and other sources has a tendency, however, to migrate into neighboring Units and can be a source of irritation to others. Unit HVAC air inlets are located outside of the balconies in each Unit. Thus, smoking near a window of a Unit or on a patio can provide smoke directly into another Unit via the HVAC inlets. Additionally, smoke can travel in other ways between Units. The Association asks smokers to consider the following suggestions for mitigating smoke travel into neighboring Units: when possible smoking away from building windows and doors, utilizing an in-room air filtration device, and when smoking outside to do so away from the building.
- 4.9 Entry and Exit from the Building. Entry and exit from the building shall be done using only one of the six doorways listed in Section 2.4.1. Propping of doors is not allowed at any time (e.g., by residents, vendors, contractors, movers, etc.), see Section 2.4.2. In order to prevent damage to grass and other landscaping, use of patio doorways as a means of entering or exiting the building or a Unit is strictly prohibited. Unit Owners will be responsible for any costs associated with repairing damage done to grass, landscaping, or other Common Elements caused by the use of patio doors as ingress/egress to a Unit/Building. Unit Owners are also reminded that they are responsible for any damage caused by their tenants, guests, or other invitees to their Unit.
- 4.10 Satellite Dish/Television. A common television satellite dish facility is provided for use by all Units. Wiring exists from this facility to each Unit.
- 4.10.1 The satellite service provider that operates the current facility is Dish Network. Interested Unit Owners and Tenants should contact the Property Manager for more information.



EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- 4.10.2 No additional satellite dishes or television antenna shall be installed on any exterior portion of the building without the prior written approval of the Executive Board.
- 4.10.3 Cable. The cable television provider for the building is Comcast.
- 4.11 Realtor Unit Keys. Unit Owners often employ realtors to assist in selling their Unit. The Association provides anchors in the foundation of the garage beside the doorway into the elevator lobby. These anchors are for use by Realtors to attach key lockboxes. All Realtor key lockboxes shall utilize these anchors. This is the only authorized location on the premises for such lockboxes. Lockboxes found at any other location will be removed by the Property Manager. Lockboxes shall be clearly marked with the Unit number for which they correspond. Lockboxes shall be removed by Realtors within five (5) business days of the sale of the corresponding Unit. Unit Owners are responsible for informing their Realtors of this Rule.
- 4.12 Vendor Access to Building. Unit Owners and Tenants are responsible for providing access to the building and their Unit for any vendors that are present on their behalf. Unit Owners and Tenants are also responsible for any actions taken by vendors invited by them to the building. Building security key codes should not be given to vendors.
- 4.12.1 Access to Restricted Areas. If a vendor requires access to a restricted area of the building, such as the cable/satellite connection rooms (Comcast/Dish Network) or plumbing/HVAC closets, the Unit Owner and/or Tenant must coordinate such access with the Property Manager at least two (2) business days prior to access.

ARTICLE V: GARBAGE/TRASH DISPOSAL AND RECYCLING

- 5.1 A trash shed is provided at the back side of the parking lot for disposal of household garbage and trash. The trash shed includes a dumpster for household garbage/trash (on the left as one enters the trash shed door) and a dumpster for recyclable materials (on the right as one enters the trash shed door). The outside door key to the building unlocks the trash shed door.
- 5.2 Garbage/Trash. All garbage/trash must be placed in plastic garbage bags, tied securely, and the bag placed in the garbage/trash dumpster of the trash shed. All items must be placed in a dumpster, and nothing shall be placed on the floor of the shed (either via the entry door or by disposing an item under the dumpster doors). Items other than household garbage/trash (such as furniture, tires, etc.) will not be picked up by our trash contractor and shall not be left in the trash shed. If a resident has non-household garbage/trash or other large items for disposal they are responsible for arranging pickup and disposal themselves. Some options are listed below:
- 5.2.1 All Cycle at (802) 864-3615 may be able to provide disposal directions.
- 5.2.2 Chittenden Solid Waste District (CSWD) – (802) 872-8111, [www.cswd.net](http://www.cswd.net)
- 5.2.3 Goodwill, 1080 Shelburne Rd, South Burlington – (802) 658-5359.
- 5.2.4 ReSource, 266 Pine Street, Burlington – (802) 658-4143, [www.resourcevt.org](http://www.resourcevt.org)
- 5.3 Recycling. Recycling of many different items is mandatory in Chittenden County. Guidelines for recycling, lists of recyclable items, lists of items that cannot be recycled, and other information regarding recycling, reduction, and reuse can be found at the Chittenden Solid Waste District (CSWD) website at [www.cswd.net/recycling](http://www.cswd.net/recycling). Residents without Internet access can request a CSWD recycling guide from the Property Manager. Residents shall place items that are

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

recyclable by CSWD in the recycling dumpster in the trash shed. Do not mix household trash with accepted recycling materials.

- 5.4 Mailbox Lobby Recycling Bin. A recycling bin for mail-related recyclable paper is provided in the mailbox lobby of the building. Please refrain from placing garbage/trash or other household recyclable items in this recycling bin.
- 5.5 Hazardous Materials. Hazardous materials include any unused product that is poisonous, reactive, corrosive, or flammable. These items cannot be placed in either dumpster or left in the trash shed. Examples of household hazardous waste include antifreeze, nail polish and remover, thermometers, paint, stain, bleach and other cleaners, non-alkaline batteries (such as rechargeable batteries), etc. CSWD provides a more thorough listing of examples of hazardous materials at [www.cswd.net/hazardous-waste](http://www.cswd.net/hazardous-waste). CSWD provides information at their site for drop off locations nearby for disposing of hazardous materials.

ARTICLE VI: AUTOMOBILE, PARKING, AND GARAGE-RELATED MATTERS

- 6.1 Unit Owners and Tenants shall register all motorized vehicles with the Property Manager using an appropriate Registration Form as per Section 2.2 of these Rules and update such information within 10 days of any change.
- 6.2 Parking Spaces. Parking spaces have been designated in the garage and the parking lot for parking of motorized vehicles. Parking is allowed only in these designated parking spaces. The parking of motor vehicles along the roadway on the property or in other spaces that have not been designated for parking shall be strictly prohibited.
- 6.2.1 Handicap Spaces. A number of parking spaces near the parking lot main entrance to the building have been designated as Handicap Parking. Proper state-issued license plates or parking placards are required to utilize one of these spaces.
- 6.2.2 Assigned Parking Spaces. Each Unit has been assigned a parking space either in the garage or at the back of the parking lot. These parking spaces are Limited Common Elements. The four garage parking spaces closest to the elevator lobby doorway may be swapped with other assigned parking spaces as per the handicapped parking space provisions set forth in the Declaration Section 7.7.
- 6.2.3 Unassigned Parking Spaces. There are not enough parking spaces designated to Eastwood Commons for all 89 units to have 2 parking spaces. Therefore, residents may not have more than 2 vehicles parked, stored, or maintained in the parking lot and the garage at the same time. Owners and Tenants who have more than 2 vehicles must park additional vehicles using the on street or public parking.
- 6.2.4 Additional Vehicles. Owners and Tenants found to have more than 2 vehicles parked, stored, or maintained in the parking lot and the garage at the same time will be subject to towing of the additional vehicle(s) at the Owners or Tenants expense.
- 6.3 The following may not be parked, stored, or maintained on any portion of the property of Eastwood Commons, including the garage:
- 6.3.1 Any unregistered, inoperative, or derelict vehicle;
- 6.3.2 Any vehicle on which current state registration plates and inspection stickers are not visibly displayed;

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- 6.3.3 Any boat or boat trailer;
  - 6.3.4 Any snowmobile or snowmobile trailer;
  - 6.3.5 Any camper;
  - 6.3.6 A truck (other than a pick-up truck); or
  - 6.3.7 Any recreational vehicle.
- 6.4 Unit Owners and Tenants are responsible for cleaning or repairing any extraordinary fluid leakage or other damage their vehicles cause to the concrete or asphalt surfaces of the garage, parking lot, or driveways.
- 6.5 All repairs to motorized vehicles must be performed somewhere other than the property of Eastwood Commons. No repairs, i.e. oil change, etc. are permitted on the premises.
- 6.6 Motorcycles. Like other motor vehicles, motorcycles must be parked in a designated parking space. A motorcycle may be positioned in a Unit's designated parking space in the garage along [continued on following page] with an automobile (i.e., parked next to the garage storage cage) so long as the automobile does not extend beyond the end of the lines of the parking space and so long as doing so does not present any obstruction to neighboring parking spaces.
- 6.7 Garage Storage Cages. Units with Assigned Parking Spaces in the garage also have garage storage cages. Unit Owners and Tenants are responsible for the garage storage cage assigned to their Unit by the Association (e.g., upon purchase of the unit).
- 6.7.1 Residents may not store any articles in a garage storage cage or the parking area generally space that will create a fire hazard, be in violation of public laws and regulations, or increase insurance rates for the building.
  - 6.7.2 Except as provided for bicycles in Section 6.8 and for small domestic hand carts in Section 6.11, all items must be kept inside the assigned storage cage. Any items obstructing passage in the garage or not properly stowed in a storage cage may be removed and discarded by the Property Manager.
  - 6.7.3 Unit Owners and Tenants using these areas or other areas of the garage for storage and/or parking do so at their sole risk and waive any claim, damage, or cost against the Association which may result from the theft, fire or damage of or to their property.
  - 6.7.4 Theft Prevention. The Association encourages Unit Owners and Tenants to not rely on the U-bar door latches of the garage storage cages to prevent theft of items stored therein. Use of additional chains and/or locks to secure the door of the garage storage cage should be considered. Storage of highly valuable items in a location other than a garage storage cage should also be considered.
- 6.8 Bicycles.
- 6.8.1 Bicycles on the premises must be kept/stored in one of the following areas:
    - (a) In a Unit;
    - (b) Fully within an assigned garage storage cage; or
    - (c) parked outside of the owner's garage storage cage and locked to the cage fence. Bicycles locked to the outside of a garage storage cage shall be located between the fence and the parking space curb.

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

6.8.2 Except as provided for in Section 6.8.1 and for the bicycle rack located outside the Farrell Street Entrance, no bicycles will be parked or locked to any other building or grounds location.

6.9 Snow Removal Procedures. Winter weather in Vermont often requires that all vehicles in the parking lot be moved out of the parking lot to allow for proper snow removal.

6.9.1 General. All residents shall expect that the parking lot will be cleared of snow (requiring all vehicles be moved) on the first full day after a snowfall.

6.9.2 Notice to Residents. The Property Manager will send notice of a parking lot snow clearing at least twelve (12) hours prior to any such clearing in an attempt to provide residents with enough notice to move their vehicles.

6.9.3 Towing. Any vehicle remaining in the parking lot at the time of snow clearing will be towed at the vehicle owner's expense.

6.9.4 Options for Resident Unavailability. The Association recognizes that a resident may not be available (e.g., due to travel or other reasons) to move their vehicle from the parking [continued on following page]

lot at all times during the winter. However, residents should plan for those periods when they will be unavailable to move their vehicle. Suggested courses of action are as follows:

- Move the vehicle from the parking lot prior to the period of unavailability;
- Make arrangements with a friend or family member: provide the keys to the vehicle to a friend or family member before the period of unavailability, notify the Property Manager of the contact information for that person, and the Property Manager will notify that person of any snow clearing requiring them to move the vehicle;
- Make arrangements with the Property Manager to hold a key to your vehicle and to move the vehicle as required for snow removal. The Property Manager will charge a fee for such a service.

6.10 Non-snow Removal Parking Lot Clearance. There are times other than during winter snow clearing seasons at which the Association may require that all vehicles be moved from the parking lot (e.g., paving of the parking lot, etc.). In such cases, the Property Manager will send notice to residents of a parking lot clearance at least 72 hours prior to any such needed clearance. Any vehicles not moved will be towed at the vehicle owner's expense. It is suggested that if a resident will be unavailable for longer than 72 hours during any time of the year that they follow options such as those in Section 6.9.4 to ensure that their vehicle can be moved from the parking lot as needed.

6.11 Shopping and Other Carts. A small domestic hand cart may be located outside a garage storage cage between the fence and the parking space curb (e.g., locked to the fence). Commercial shopping carts (e.g., from Shaw's, Hannaford's or other location) shall not be left in the garage or anywhere else on the property.

ARTICLE VII: PETS AT EASTWOOD COMMONS

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- 7.1 Pet Registration. All pets must be registered with the Property Manager. New pets and updates can be made using the Registration Form process of Section 2.2 of these Rules.
- 7.2 Residents are limited to two pets per Unit, one of which may be a dog.
- 7.3 A pet's owner is responsible for immediate cleanup of any pet waste in Common Areas. Pet dropping waste bags are provided near the trash shed for pet droppings occurring outside. All droppings shall be picked up immediately in a sealed plastic bag and placed in the dumpster. If cleanup is needed in the hallways, lobby, or staircases of the building, a pet owner should contact the Property Manager immediately for instructions on cleanup. This last provision is to avoid damage to the building carpet from either the pet leavings or the cleaning method.
- 7.4 Pets must be leashed and in the control of the Owner/Resident/Tenant or Guest at all times on the common areas.
- 7.5 All landscaped and garden areas are off limits to pets.
- 7.6 Pets are restricted from the Fitness Room.
- 7.7 Due to the unsanitary and unsightly conditions caused by bird droppings, no bird feeders are permitted on the premises. Do not leave anything upon the premises, balconies, or terraces which will attract birds or other vermin.
- 7.8 Unit Owners and Tenants are responsible for any damage caused by their pets in any location on the property.
- 7.9 Owners and Tenants are responsible for informing visitors who bring a pet of these rules.
- 7.10 Starting December 1, 2021, The Association is a member of Poo Prints, a universal DNA pet registry. All dogs must be registered with management and submit to a DNA swab at the current rates of the service (2021 \$42.95). Owners who fail to register with management and submit to a DNA swab on or before December 1, 2021, will be in violation of this rule and will subject to Article 21 Procedures for Rule Violations and Article 22 Penalty Schedule for Violation of Declaration, Bylaws, Rules and Regulations of the Eastwood Commons Rules and Regulations.
- 7.11 If a match for DNA is confirmed by the Poo Prints service for failure to clean up after pets in any Common Area owners will be charged \$250 for the first occurrence, \$350 for the second occurrence, and \$500 for the third and any subsequent occurrences. In the event the unit is leased, the fine will be charged to the Unit Owner. Collection from the lessee is the Unit Owners responsibility.
- 7.12 Waste on common areas that is not clean up per 7.3, should/will be reported to Management. Management will forward the request to the designated Board Member.
- 7.13 Unit patios are Limited Common Element, meaning that the use is exclusive to the unit, but is owed and maintained by the Association and are not to be used as a permanent pet area. Pets should not be left out on unit patios unattended. Unit Owners on floors 2 through 4 can use additional fencing for the safety of pets as long only if it meets the following conditions:
- 7.13.1 Safety fencing can NOT be permanently fixed to the railing or any part of the building face, trim or decking.
- 7.13.2 It must be black in color, including all materials used as "hardware", must be of a see-through material to allow same visual look of the building.
- 7.13.3 Does not exceed the height of the balcony railing

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

7.13.4 Safety fencing may be in place no earlier than April 15th and must be taken down by November 1st. As maintenance of the patios is weather dependent and will need to be done between these dates, it must be removed if there is maintenance scheduled for the patio(s).

7.13.5 Between November 1st and April 15th safety fencing can NOT be stored on patios.

7.14 Litterboxes, puppy pads or any other materials used to serve as a restroom are not to be stored, used or any other means that would encourage or allow patios to be used for this purpose.

ARTICLE VIII: SAFETY AND MISCELLANEOUS

8.1 For fire safety, cooking grills are not permitted for use on any patio area or the property grounds generally.

8.2 Door Security

8.2.1 The building is intended to be a secure living environment. Management of entry doors is an important component of this safety aspect of our community and is a responsibility of all residents.

8.2.2 Propping of doors to the building is prohibited. See Section 2.4.2.

8.2.3 Security key codes should not be given out to non-residents indiscriminately. See Section 4.9.

8.2.4 The Garage Lobby Entrance door can have problems closing in certain weather conditions that produce a pressure differential. Residents should ensure that the door closes properly behind them at all times.

8.2.5 Residents should not open a closed entrance door, however politely intended, for a person that they do not recognize as a resident of the building.

ARTICLE IX [RESERVED]

ARTICLE X: USE OF LIMITED COMMON ELEMENTS GENERALLY

10.1 Balconies. Many Units include balconies.

10.1.1 Patio furniture. Balconies can have a reasonable amount of patio furniture that is neutral in color and does not have a height higher than the top of the patio railing.

10.1.2 Storage. Personal property (including bicycles, other outdoor equipment, etc.) shall be stored inside the Unit or in the garage storage cage. Storage of personal property other than the patio furniture discussed in Section 10.1.1 on a patio is not allowed.

10.2 Exterior Lighting. Exterior lighting that is seasonal decorative lighting is allowed temporarily during the holiday season. Such lighting can be installed on balconies of a Unit. Any other exterior lighting must be approved by the Executive Board.

10.3 Signage. The Declaration strictly prohibits signs of any character (e.g., window displays, advertising, including "For Sale" or "For Lease" signs, etc.) from being erected, posted, or displayed upon, in, from, or about the Limited Common Areas, including on balconies. Exceptions can be made only with prior written consent of the Executive Board.

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

ARTICLE XI: USE OF UNITS GENERALLY

- 11.1 Introduction. Guided by the Declaration and the Act, the Association places few limits on the use and enjoyment of a Unit within the condominium. Residents are reminded that they should be aware of how their actions within their Unit may have an impact on other Unit residents.
- 11.2 Nuisances. 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 proper use of other Units by their Owners or their occupants. No Unit Owner guest, employee, agent, lessee or other invitee 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 Unit Owners or occupants.
- 11.3 Quiet hours are 10 p.m. to 7 a.m. for all 7 days of the week.
- 11.4 Window Treatments. Windows of Units shall only be adorned with traditional curtains, blinds, and drapes in neutral color. No blankets or sheets shall be placed in any window, either permanently or temporarily.
- 11.5 Signage. The Declaration strictly prohibits signs of any character (e.g., window displays, advertising, including "For Sale" or "For Lease" signs, etc.) from being erected, posted, or displayed upon, in, from, or about the Units (including being visible in a window of a Unit). Exceptions can be made only with prior written consent of the Executive Board.

ARTICLE XII: REMODELING OR CONSTRUCTION WORK

- 12.1 Introduction. In order to ensure that remodeling and construction projects within the Units do not create a negative impact on the Common Elements (e.g., via structural changes), decrease the general safety of the building (e.g., electrical work), create an inherent nuisance, or cause an expense to the Association generally, the Association's Executive Board and/or its Property Manager review all such remodeling and construction projects.
- 12.2 Prior Approval. Any remodeling or construction project ("a Project") within a Unit shall be approved by the Executive Board prior to project start.
- 12.2.1 Requests for a Project shall be submitted to the Property Manager at least fifteen (15) days prior to the next scheduled Executive Board meeting to be considered at that meeting.
- 12.2.2 Requests shall include at least:
- (a) A complete description of the scope of the Project sufficient to allow decision;
  - (b) Name, address, and contact information of any contractor/vendor that will perform work associated with the Project;
  - (c) Copy of insurance certificate of each contractor/vendor showing amounts of insurance, including insurance for workman's compensation for employees or subcontractors, and listing Eastwood Commons Owners Association as an additionally insured party;

EASTWOOD COMMONS CONDOMINIUM

RULES AND REGULATIONS

Effective date: January 10, 2023

- (e) Any additional information that may aid an approval of the Project.
- 12.2.3 The Executive Board shall notify the Unit Owner of the decision to approve, deny, or request additional information as soon as is reasonable after the meeting at which the Project is considered.
- 12.2.4 The Executive Board may delegate in writing certain approval authority to the Property Manager. In such a case, the Property Manager shall provide a decision to approve, deny, or request additional information as soon as is reasonable after receipt of a request.
- 12.2.5 If a Project includes work to electrical systems, plumbing systems, or anything connected to a Common Element, the Executive Board may choose to have work inspected by a vendor of its choosing. The Unit Owner agrees to such inspection and to pay for any expenses associated with the inspection.
- 12.2.6 Unit Owners should note that many projects in their Units may require one or more permits from the City of South Burlington. Unit Owners are wholly responsible for obtaining and closing any and all necessary permits.
- 12.3 Contractors and/or vendors may have access to use of elevators upon request to the Property Manager. Such requests must be received at least two (2) business days prior to the start of work to allow the Property Manager to make arrangements.
- 12.4 Work on a Project is permitted during the following hours: Monday-Friday 8:00 a.m.-5:00 p.m.; and Saturday 10:00 a.m. – 4:00 p.m.
- 12.5 Flooring Projects. The flooring in the Units is an important part of the prevention of sound travel between the Units. All flooring projects (including repair and replacement of carpet, tile, etc.) within a Unit require Association approval using the process of Section 12.2 above. Flooring projects are also governed by the additional provisions of this Section 12.5.
- 12.5.1 Flooring Type Limited. The type of floor coverings to be used in Units located on the second, third, or fourth floors is limited. Hardwood flooring in these units is prohibited. Unit Owners (except those on the first floor) shall provide information regarding ambient and impact noise transmission characteristics of any flooring to be installed with any Project request. The Association will require that all flooring and underlayment meet minimum noise reduction levels prior to any approval. Such minimum noise reduction characteristics, carpet and pad will meet a minimum 65 decibel IIC and STC rating. Any other flooring product (except hardwood, see 12.5.1 above) and underlayment/padding will meet a minimum 70 decibel IIC and STC rating. Unit Owners are reminded that they are responsible for any nuisances created in a Unit (e.g., noise that impacts a Unit below their Unit) regardless of any flooring approved by the Association or installed by in the Unit. Minimum noise reduction requirements can only reduce the likelihood of a nuisance and cannot eliminate the possibility.
- 12.5.2 Subflooring. The subflooring under each Unit on the second, third, or fourth floors currently includes a layer of plywood attached to cross joists. Each Unit has some type of flooring (e.g., carpet, tiles, etc.) and an underlayment (e.g., padding, sound-suppression layers, etc.) that sit on top of the subflooring layer.



EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

The subflooring is a Common Element owned by the Association. The flooring and underlayment are within the Unit boundaries and are owned by each Unit Owner.

- 12.5.3 Repairs to Subflooring Mandated. Whenever a Unit Owner on the second, third, or fourth floor undertakes a flooring project, the flooring project must include repair of the subflooring. Such repair must minimally include inspection of the subflooring for locations that are improperly attached to the joists, refastening at such locations, and preventative attachment across the full subflooring. Owners shall submit with their requests under the procedure of Section 12.2, a detailed description of the planned subflooring repair. If the description includes a specific itemization of the expenses of the subflooring repair that is fully separate and apart from the expenses associated with removal of old flooring and replacement with new flooring, the Executive Board, in its full discretion, may choose to reimburse the Unit Owner a portion or all of such expense associated with repair of the subflooring. Otherwise, the Executive Board delegates the repair and maintenance of the subflooring below the Unit to the Unit Owner as being a Limited Common Element appurtenant to the Unit.
- 12.5.4 Association Initiated Subflooring Repair/Maintenance. In some circumstances, the Association may have a need to gain access to the subflooring to make one or more repairs and/or maintenance at its own initiation. The Association recognizes that this could cause significant disruption to a Resident of an impacted Unit. Therefore, the Executive Board (along with the Property Manager) shall coordinate any such repair/maintenance closely with the Unit Owner and Tenants (if applicable). The expenses of an Association-initiated repair/maintenance of subflooring (including expenses gaining access to the subflooring, such as lifting the existing flooring, repositioning the existing flooring, and/or repairing/replacing damaged portions of the existing flooring) shall be the responsibility of the Association.
- (a) A Unit Owner will have the option whenever the Association initiates repair/maintenance of the subflooring below their Unit to request installation of new flooring and/or underlayment. If approved by the Executive Board, the Unit Owner shall be responsible for the expenses associated with the new flooring/underlayment itself, removing the old flooring/underlayment, and installing the new flooring/underlayment. The Association shall be responsible for the repair/maintenance of the subflooring only.
- 12.5.5 Additional Underlayment Requirements. The Executive Board shall have the option in any flooring project initiated by a Unit Owner to require additional underlayment at the time of repair/maintenance, for example to increase sound deadening properties of the flooring. Expenses associated with additional underlayment shall be the responsibility of the Unit Owner.

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

12.5.6 Proof of Purchase. Unit owners will provide copies of the receipts for approved flooring projects showing that the product installed, and the product approved by the Board of Directors is the same product.

ARTICLE XIII: HVAC MAINTENANCE, REPAIR, AND REPLACEMENT

- 13.1 Introduction. Eastwood Commons utilizes a system for cooling and heating air within Units that is designed to be energy efficient and to circulate fresh air from the outside into the interior of each Unit. The overall system includes components that are part of the Common Elements of the Association and also components that are owned by each unit owner. This Article XIII clarifies how the Association handles the maintenance, repair, and replacement of these components.
- 13.2 Common Elements. Common Elements of the Association are those that are outside of the boundaries of each Unit as defined by the Declaration. HVAC system components that are Common Elements include, but are not limited to:
- 13.2.1 Water Cooling Tower. A water cooling tower exists to the north of the parking lot. The water cooling tower chills water that is distributed to Units in the warmer months for air conditioning purposes.
- 13.2.2 Water Boilers. Six water boilers exist in the building. The boilers heat water that is distributed to Units in the colder months for heating the Unit. These boilers also provide hot water throughout the year for non-heating purposes.
- 13.2.3 Water Distribution Components. The pipes, pumps, and other distribution components that deliver heated and cooled water from the water cooling tower and the water boilers to each Unit are Common Elements.
- 13.2.4 Common Area Fan Coil Devices. Several fan coil devices are present in the common hallways, the gym, and other common areas. A fan coil device receives the cooled and heated water from the cooling tower and boilers. Air is passed over coils (having the water inside) within the device. That air is used to heat and cool common spaces in the building.
- 13.2.5 Common Area Heat Recovery Ventilators (HRV's). The common areas also have several HRV's. An HRV is a device that brings a supply of fresh air from outside the building into the building while exhausting an equal amount of contaminated air. During heating months, fresh incoming air is tempered by the heat that is transferred from the outgoing air to reduce energy costs. In cooling months, incoming air is pre-cooled by the outgoing air. Air from the HRV is delivered to a fan coil device for further heating or cooling.
- 13.3 Unit Owned Components. Air in the heating and cooling systems is not shared from one Unit to another. Each Unit has components that bring air into the Unit from the outside and exhausts air from within the Unit to the outside. That air is heated and cooled using the cooled and heated water distributed to the Unit from the water cooling tower and the water boilers. The components of the heating and cooling system that are within each Unit are owned individually by the Unit Owner of that Unit. HVAC system components that are owned by the Unit Owner include, but are not limited to:

EASTWOOD COMMONS CONDOMINIUM

RULES AND REGULATIONS

Effective date: January 10, 2023

- 13.3.1 Unit Fan Coil Devices. Each Unit has a fan coil device for heating and cooling air using the water provided by the Common Element cooling tower and boilers. See Section 13.2.4 above for a discussion of fan coil devices.
- 13.3.2 Unit HRV. Each Unit has its own HRV. See Section 13.2.5 above for a discussion of HRV's.
- 13.3.3 Unit Ducts, Piping, Etc. Each Unit has water pipes (e.g., for receiving heated and cooled water from outside the Unit), air ducts, valves, thermostats, and other components of the heating and cooling systems.

13.4 Maintenance, Repair, and Replacement of Common Element Components

- 13.4.1 The maintenance, repair, and replacement of Common Element components of the HVAC systems is the responsibility of the Association.
- 13.4.2 Expenses associated with performance of obligations in 13.4.1 will be budgeted for by the Board each year in the annual budget process when foreseeable. Other assessments to the Unit Owners of the Association may be required for unbudgeted expenses. Where appropriate, Capital Reserve funds may be utilized for replacement of Common Element components.

13.5 Maintenance, Repair, and Replacement of Unit Owned Components

- 13.5.1 The maintenance, repair, and replacement of Unit Owned Components of the HVAC systems is the responsibility of the Unit Owner of the related Unit.
- 13.5.2 Expenses associated with the maintenance, repair, and replacement of Unit Owned Components of the HVAC system will be the sole responsibility of the corresponding Unit Owner. As of May 1, 2015, the Association will no longer cover any of such expenses, except as provided for in Sections 16.6 below. Coverage of such expenses by the Association prior to May 1, 2015 and any coverage of such expenses thereafter by the Association shall not constitute a change in obligation for the expenses by the Unit Owner.
- 13.5.3 All maintenance, repair, or replacement of Unit Owned Components shall be performed by a vendor approved by the Board and performed according to the approval procedures set forth in Article XII, where appropriate.
- 13.5.4 Any replacement of a Unit owned HRV or fan coil device must be done with a replacement ventilator and/or air heating/cooling device approved by the Board.
- 13.5.5 Unit owned components have connections to Common Element components. Additionally, the condition of Unit Owned Components may have an impact on the enjoyment by and the safety of other Unit Owners and Residents of Eastwood Commons. For example, improperly maintained components may damage Common Elements and/or present an increased fire risk to the building. All Unit owned components must be kept in proper working order by the Unit Owner.
- 13.5.6 The Declaration prohibits a Unit Owner from allowing the HRV from being unplugged or otherwise disabled.

13.6 Periodic Preventative Maintenance of Unit Owned Components

- 13.6.1 Periodic preventative maintenance of Unit owned components of the HVAC systems shall be scheduled and conducted by the Association. The Board may, from time-to-

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

time, also mandate certain additional maintenance, cleaning, and/or repair to Unit Owned Components.

- 13.6.2 Expenses associated with performance of obligations in 13.6.1 will be budgeted for by the Board each year in the annual budget process when foreseeable. Other assessments to the Unit Owners of the Association may be required for unbudgeted expenses.

ARTICLE XIV: RESTRICTED ACCESS & SECURITY

- 14.1 Access to the security camera system, internet, router, CATV and other online monitoring systems, locked limited access areas, i.e. utility rooms, sprinkler rooms, HVAC areas, electrical closets, mechanical room keys, key lock boxes, and master keys shall be limited to the Association President, Board Member designee(s), property management, and maintenance personnel. Keys must be returned transferred to new Board Members at the conclusion of a Board Member term.
- 14.2 Access, contact, and interaction with vendors shall be limited to the Association President, Board Member designee(s), maintenance personnel, and Property Management. All initial vendor requests for proposals, quotes, and contracts shall be made by an authorized Board Member or Property Manager.
- 14.2.1 Residents shall not contact, interact with, or interfere with vendors working on the property. Residents shall not solicit services, nor make any additional requests of vendors. Residents shall contact Management or a Board Member with any questions or concerns.

ARTICLE XV: ADMINISTRATION OF WAITING LIST FOR LEASING SLOTS

- 15.1 The Declaration of the Eastwood Commons Condominium limits the number of Units that may be leased at a time to twenty-six Units amongst the eighty-nine total units in the Association (see Section 7.12 of the Declaration).
- 15.1.1 Section 7.12 of the Declaration states, in part, that the Association shall notify a Unit Owner that has indicated an intent to lease whether “the Unit Owner shall be entitled to lease the Unit. If twenty-six (26) Units are then currently leased, the Unit Owner shall not be entitled to lease the Unit until such time as there are less than twenty-six (26) Units leased.”
- 15.1.2 The term “Leasing Slot” is used herein to denote an entitlement to lease under Section 7.12 of the Declaration. There are twenty-six Leasing Slots that can be allocated by the Association at any given time.
- 15.1.3 The procedure for determining whether a Unit Owner shall be entitled to lease a Unit and for allocating a Leasing Slot is set forth in this Article XV.
- 15.2 An Intent-to-Lease Waiting List (“the Waiting List”) shall be maintained by the property manager for the Association. The Waiting List will include the names of any Unit Owner that

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

has submitted a notification of their intent to lease their Unit when all twenty-six Leasing Slots are allocated at the time of the notification. Names shall be kept in the order by date in which they are submitted to the property manager in writing.

- 15.3 A Unit Owner wishing to be placed on the Waiting List shall notify the property manager in writing.
- 15.4 Procedure for the Property Manager for When a Leasing Slot Becomes Available
- 15.4.1 Within five business days of learning that a Leasing Slot has become available or will become available in the near future, the Property Manager shall send a notice of the availability and the procedures of this Article to all Unit Owners on the Waiting List and all Unit Owners not on the Waiting List (“the Notice”).
- 15.4.2 Within ten business days (“the Response Time”) of the notice in Section 15.4.1 being sent, each Unit Owner on the Waiting List shall notify the Property Manager of:
- (a) their intent to be considered for the allocation of the Leasing Slot at that time,
  - (b) their desire to defer and remain on the Waiting List, or
  - (c) their request to be removed from the Waiting List.
- 15.4.3 A lack of response by a Unit Owner on the Waiting List will be considered a deferral and that Unit Owner will maintain their position on the Waiting List
- 15.4.4 At the end of the Response Time, the Property Manager will allocate the Leasing Slot to the Unit Owner from Section 15.4.2(a) who is ranked highest on the Waiting List. That Unit Owner shall be sent an indication of the allocation within five business days.
- 15.4.4 If no Unit Owner responds according to 15.4.2(a) before the end of the Response Time, that particular Leasing Slot becomes a “Fully Notified Leasing Slot.”
- 15.4.5 Any Unit Owner or Potential Owner Entity (defined in Section 15.5 below) may submit a request for a Fully Notified Leasing Slot after it has become available.
- 15.4.6 A Fully Notified Leasing Slot may be allocated to any Unit Owner or provisionally allocated to any Potential Owner Entity. Such allocation or provisional allocation shall be made to the first request for a Leasing Slot made after the Fully Notified Leasing Slot becomes available.
- 15.5 A “Potential Owner Entity” is an entity seeking to purchase a Unit in the Association. A Potential Owner Entity may be provisionally allocated a Leasing Slot to allow for the closing of purchase of a Unit within the Association. Once the purchase is closed the provisional allocation becomes an actual allocation.
- 15.6 Procedures for After a Leasing Slot is Allocated
- 15.6.1 A Unit Owner allocated a Leasing Slot shall have 90 days to vacate their Unit and no longer reside therein. The Unit Owner will notify the Property Manager within five business days of their vacating the Unit. The Unit Owner should notify the Property Manager as soon as is possible if they decide during the 90-day period to not lease the Unit and voluntarily make available the Leasing Slot. If the Unit is not vacated within the 90-day period, the allocation of the Leasing Slot is revoked and the Leasing Slot becomes available.
- 15.6.2 A Potential Owner Entity provisionally allocated a Leasing Slot shall have 60 days to close the purchase of a Unit in the Association and become a Unit Owner. At that time the provisional nature of the allocation of the Leasing Slot is removed. If the purchase

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

of the Unit is not closed by the end of the 60-day period, the provisional allocation of the Leasing Slot is revoked and the Leasing Slot becomes available.

15.6.3 A Leasing Slot that becomes available under this Section 15.6 shall be handled via the procedure in Section 15.4 once again.

15.7 Interim Procedures for Sale of a Unit Allocated a Leasing Slot

15.7.1 Introduction. The Executive Board notes that Section 7.12 of the Declaration does not appear to speak expressly to the issue of how to handle the allocation of a Leasing Slot when the unit to which it is allocated is sold from one Unit Owner to another, new Unit Owner. This issue came before the Executive Board in 2012 and was discussed in detail amongst the Association over the following year with varying opinions amongst the members of the Association on how to handle such an allocation. At that time the Executive Board decided to table the issue until a later time and to have the Property Manager follow the process that had till then been utilized since the Association's founding in 2005. However, the Executive Board did not formalize that process into these Rules and Regulations at that time, which since then has created some uncertainty in certain sales of Units allocated a Leasing Slot. This Section 15.7 is intended to provide clarity by adding that process to the Rules and Regulations as an interim procedure and provide an additional process for the Executive Board to raise the issue with the Association in a manner that is predictable and continues to provide clarity and stability to the Association members.

15.7.2 When a Unit that is allocated a Leasing Slot is sold to a new Unit Owner, the Leasing Slot shall remain assigned to that Unit if the new Unit Owner chooses to continue the allocation of the Leasing Slot to that Unit after the sale.

15.7.3 The new Unit Owner shall notify the Property Manager within five (5) days of the closing date of the sale of the Unit of their decision (a) to continue the allocation of the Leasing Slot to the Unit, to follow all Association requirements for leasing a Unit, to provide the Property Manager with new contact and other information for the Unit, and to not occupy the Unit themselves as a residence, or (b) to relinquish the allocation of the Leasing Slot and make that Leasing Slot available to other Unit Owners. It is noted that if the new Unit Owner moves into the Unit as a residence, the Leasing Slot is automatically relinquished.

15.7.4 A Leasing Slot that becomes available under this Section 15.7 shall be handled via the procedure in Section 15.4 once again.

15.7.5 The Executive Board may choose to open a discussion on the issue of how a Leasing Slot is handled in the case of a sale of a Unit. If so, the Executive Board will follow generally the following guidelines to assist the Association in predictably dealing with this Section 15.7 by:

- (a) providing notice to the Association of the commencement of the discussion via normal agenda notifications for regular meetings;
  - (b) providing a minimum of sixty (60) days after commencement for comment by Association members before voting on a change to the process stated in 15.7.2;
- and

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- (c) allowing any Unit allocated a Leasing Slot that is subject to a verifiable Purchase and Sales Agreement at the time of a vote to modify Section 15.7.2 to be grandfathered to allow for application of the prior Section 15.7.2. so long as the closing of the sale referenced by the Purchase and Sales Agreement occurs within sixty (60) days of the modification of Section 15.7.2.

ARTICLE XVI: ADMINISTRATION OF ASSOCIATION GENERALLY

- 16.1 In accordance with 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 XVII [RESERVED]

ARTICLE XVIII [RESERVED]

ARTICLE XIX: TERMS OF THE EXECUTIVE BOARD

- 19.1 The current Executive Board consists of five Directorships elected by the Association at the Annual Meeting.
- 19.2 The terms of the Directorships of the Executive Board are staggered such that one-half of the Executive Board Directorships will become vacant each year (i.e., two directorships becoming vacant one year, three directorships becoming vacant the next year).
- 19.3 Interim terms commencing April 1, 2010 for the five Directorships are such that two Directorships are filled by a vote of the Association for an interim term of one year expiring at the Annual Meeting in 2011 and three Directorships are filled by a vote of the Association for an interim term of two years expiring at the Annual Meeting in 2012. At the expiration of each interim term and every two years thereafter, each Directorship is filled for a term of two years expiring at the corresponding Annual Meeting.
- 19.4 Any vacancy in a Directorship during an elected term shall be filled by a majority vote of the Executive Board for the remaining portion of the elected term.

ARTICLE XX: OWNERS LIABILITY

- 20.1 Unit Owners shall be liable for any damage to their Units covered by the Association's insurance policies up to the amount of any reasonable deductible included in the Association's insurance coverage. If more than one Unit is damaged in any given occurrence, and there is a single deductible amount, the liability for the deductible shall be apportioned on a per Unit basis. Unit Owners shall be liable to the Association for uninsured losses or the uninsured portion of any

EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

such loss, suffered by the Association as a result of any act or omission by a Unit Owner, a Unit Owner's agent, or a Unit Owner's invitee.

**ARTICLE XXI: PROCEDURES FOR RULE VIOLATIONS**

- 21.1 For complaints between private parties (e.g. Noise):  
All residents are encouraged to resolve issues between themselves first. If unable to resolve the complaint between themselves, a phone complaint may be made to the Property Manager.
- 21.2 For violations brought to the attention of the Property Manager. The Property Manager will attempt resolution, after consultation with the Executive Board Chair, with a phone call to alleged violator, where appropriate, within five days of becoming aware of the violation. Written confirmation of the conversation to cease will be sent to the complaining party following the phone call.
- 21.3 Upon receipt of a written complaint from an Owner or Tenant, or on its own initiative, the Executive Board may impose financial sanctions on an owner or tenant, or both, for failure to comply with the provisions of the Act, Declaration, Bylaws, Rules or Regulations.

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

- 22.1 First Offense. \$50 fine for first non-compliance offense, except as detailed below.
- 22.2 Continued Non-compliance. \$20 per day for continued non-compliance after first fine, except as detailed below.
- 22.3 Non-compliance after thirty (30) days may result in the Board seeking formal legal resolution.
- 22.4 Fines not paid within 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.

**ANNOTATIONS AND HISTORY FOR ENTIRE RULES AND REGULATIONS**

On March 21, 2016, the Executive Board approved a full reorganization and rewrite of the Association's the most recent prior version (dated September 21, 2015) of the original set of Rules and Regulations.

Annotations Since March 21, 2016 Rewrite

- Amended by vote of the Executive Board on January 10, 2023.
  - Edited Section 3.8 to Article III (Moving In and out of the Building)
- Amended by vote of the Executive Board on June 14, 2022.
  - Added Section 7.4 & 7.12-7.14 to Article VII (Pets at Eastwood Commons)
- Amended by vote of the Executive Board on October 12, 2021.
  - Added Section 7.9 & 7.10 to Article VII (Pets at Eastwood Commons)
- Amended by vote of the Executive Board on April 13, 2021.



EASTWOOD COMMONS CONDOMINIUM  
RULES AND REGULATIONS  
Effective date: January 10, 2023

- Edited Section 12.5.1 & Added Section 12.5.6 to Article XII (Remodeling or Construction Work)
- Added Section 6.2.3 & 6.2.4 to Article VI (Automobile, Parking, And Garage-Related Matters)
- Added Section 20.1 to Article XX (Owners Liability)
- Amended by vote of the Executive Board on October 20, 2020.
  - Edited Section 3.1, 3.4 & Added Section 3.8, 3.8.1, 3.8.2.a-e, 3.8.3, 3.8.4, 3.8.5, 3.8.6 to Article III (Moving in And Out Of The Building)
- Amended by vote of the Executive Board on March 24, 2020.
  - Added Section 14.13, 14.14 & 14.14.1 to Article XIV (Restricted Access & Security)
- Amended by vote of the Executive Board on September 17, 2018.
  - Added Section 15.7 to Article XV (Administration of Waiting List for Leasing Slots)

Historical Annotations from the September 21, 2015 version of the Rules and Regulations until March 21, 2016

(note: the prior Article and Section listed below may now be different in the current version)

- Amended by Declarant on June, 2006.
- Amended by vote of the Executive Board on February 17, 2011.
  - Added Section 10.7 to Article X (Remodeling or Construction Work)
  - Added Article XIV (Terms of Executive Board)
- Amended by vote of the Executive Board on October 24, 2013.
  - Added Article XV (Administration of Waiting List for Leasing Slots)
- Amended by vote of the Executive Board on April 29, 2015.
  - Added Article XVI (HVAC Maintenance, Repair, and Replacement)
- Amended by vote of the Executive Board on June 15, 2015.
  - Added Sections 15.6.4, 15.9, 15.10, and 15.11 to Article XV
  - Amended Sections 15.2, 15.4.3, 15.6.1
- Amended by vote of the Executive Board on September 21, 2015.
  - Amended Article X
  - Amended Article XV
- Amended by vote of the Executive Board on September 17, 2018.
  - Added Section 15.7