

BY LAWS: ARTICLE VIII. HOUSE RULES
Condominium Management (800) 813-1075
Updated April 1, 2020
For Revisions – See Section 16

SECTION 1. In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Homes and the conduct of all residents thereof.

SECTION 2. All Homes shall be used only for residential purposes as such term is defined in the Declaration.

SECTION 3. Owners of a home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any, manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium. In the event that any occupant, upon due notice, is found to have violated these rules, the Board may impose fines. In case of repeated violation, Board may increase original fines. If a said occupant is a tenant or guest the Owner will be charged with the fines

SECTION 4. The common elements shall not be obstructed, littered, defaced or misused in any manner.

SECTION 5. Every Home Owner shall be liable for any and all damage to the common elements and the property, of the Condominium which shall be caused by said Home Owner or such other person for whose conduct he is legally responsible.

(a) **MANDATORY HOME INSURANCE FOR INDIVIDUAL UNITS:** All Home Owners are required to carry Home Owner's insurance to provide coverage for damage to their own units, and for damage caused by their units to the common elements and/or other units. Home Owners shall provide proof of coverage to the Board or the condominium manager on or before January 15 of each year. Failure to provide such proof may result in fines assessed against the Home Owner.

SECTION 6. (a) Every Home Owner must perform promptly all maintenance and repair work to his own Home which, if omitted, would affect the Condominium in its entirety or in a part, other Home Owners, or the Building of which his Home forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

b) All the repairs to internal installations of the Home located in and servicing only that Home, such as telephones and sanitary installations, shall be at the Home Owner's expense.

SECTION 7. (a) A Home Owner may not make any alterations, structural modifications or additions to the exterior of the Home or any part of the common elements including but not limited to construction, installations, and/or painting the exterior surfaces of the windows, wall or door openings without the prior written consent of the Board of

Managers. All such painting, if approved, shall be consistent with the existing color scheme of the Condominium Development as designated by the Board. Consent may be requested through the managing agent, if any, or any member of the Board of Managers, if no managing agent is employed.

(b) Any exterior doors and/or windows must conform to the existing style and color scheme as specified by the Board and must be approved in advance of installation by the Board or its designee.

SECTION 8. (a) No resident of the Condominium shall post any advertisement, poster, or sign of any kind or nature in or on the Condominium property or exterior of any home except as may be authorized by the Board of Managers except a sign containing the name of the resident and/or Home number which may be no larger than one foot by six inches in size,

(b) It is prohibited to hang garments, rugs, etc., from the windows or from any of the Buildings or to string clothes lines on or over the common elements (including the limited common elements) or to use any of the common elements (including the limited common elements,) for storage purposes,

(c) No fence or gate shall be erected on the Condominium without the prior written consent of the Board of Managers,

(d) No television or radio antenna or storm and screen windows and doors shall be erected on the exterior of Homes or the common elements without the prior written consent of the Board of Managers.

(e) No Home Owner shall move, remove, add or otherwise change the landscaping on the Condominium without the prior written consent of the Board of Managers. In the event that a homeowner chooses to add mulch to the unit's landscaping, such mulch shall be dark brown or black so as to conform to the color scheme as designated by the Board.

(f) No person shall park a vehicle so as to obstruct or otherwise interfere with any resident's use of or ingress or egress to or from any parking space, or to prevent access to Trash bins.

(g) No dogs, cats or other household pets may be harbored or maintained in any home or any other portion of the Condominium property unless hereafter authorized by the Board of Managers. All pets must be leashed while outside of their units, and owners of pets shall pick up and discard his/her/their pet's excrement. Notwithstanding anything to the contrary contained herein, all pets must comply with any and all governmental regulations regarding licenses, vaccines, leash laws and any other rules, policies, laws, regulations, promulgated by any governmental or municipal authority having jurisdiction. In the event that any pet owner, upon due notice and a hearing in accordance with the below Section 15 of ARTICLE VIII. HOUSE RULES below, is found to have violated these pet rules, the Board may impose fines. In case of repeated violation the Board may increase original fines or suspend pet privileges as the Board may deem appropriate under the circumstances.

(h) No Home Owner will install or permit to be installed any air conditioning unit in his Home or in any of the common elements without the prior written approval of the Board of Managers.

(i) No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas of the Condominium nor shall such areas be used for storage or long term parking (in excess of five days without use) of any automobile, boat, trailer, camper, bus, truck or commercial vehicle. Any such parking shall be subject, in addition, to any restriction of zoning or local ordinance requirements.

SECTION 9. The use of ATV's, snowmobiles, motorized bikes, 4-wheelers is prohibited on the property.

SECTION 10. There shall be no open fires or open fire pits allowed on the property. This includes but is not limited to charcoal fires such as from open barbecues fueled by gasoline, fire starter fluids, and/or kerosene.

SECTION 11. GARBAGE DUMPSTERS: Only household garbage shall be placed in the garbage dumpsters. All such garbage shall be placed in the dumpster, and not left outside the dumpster. In the event that any homeowner wants to make arrangements to remove special items e.g. construction debris, mattresses, hot water heaters, furniture, etc., please contact the Condominium management (800) 813-1075. The expense for such removal is the responsibility of the Homeowner.

SECTION 12. FIREWOOD STORAGE. Firewood placed directly on the deck has caused significant damage from insects and water, rotting the decking. All firewood must be stacked on a rack to keep the firewood off of the common element decks. Repair of any damage to the common elements caused by firewood not placed on racks will be the obligation of the homeowner.

SECTION 13. Unit Owners who rent their units shall prominently display a copy of these Rules in the rental unit, and shall also attach a copy of these Rules to any and all lease agreements. Unit owners shall be responsible in the event that tenants violate any rule.

SECTION 14 Upon notice of the sale of a unit, the secretary of the condominium Board of Managers or his/her designee, shall notify the owner about on-line availability of By-Laws, official Web site, Yahoo Group and emergency 800 number along with other information concerning condominium.

SECTION 15: In the event that a complaint is called into the Hunter Condo Management at 800-813-1075 of an alleged violation of these Rules or the Hunter Condominium By-Laws, the following procedure shall apply:

- (1) All complaints shall include the complainant's name, unit, and contact information, and specific details of the alleged violation including the date upon which it occurred, what has occurred, and the name and unit of the alleged violator. The complainant may be contacted for further information as may be**

necessary to proceed further on the alleged violation.

- (2) The homeowner who has allegedly violated these Rules or the By-Laws shall be notified in writing by mail or by email of a complaint having been submitted to the Board or its designee.
- (3) The homeowner shall have the right to contest the alleged violation by notifying the Board or its designee within 10 days of the date of the notice. Such notice of contest shall also be in writing by email or mail.
- (4) If not contested, the homeowner shall be fined in accordance with the below schedule.
- (5) If contested, the homeowner shall have the right to a hearing. The hearing shall be conducted before a panel of no less than three (3) people, at least one of whom shall be a Board member. At the hearing, the individual who filed the complaint shall present evidence in support of the complaint, including but not limited to corroborating witness (es), photograph(s) and testimony under oath of the event which allegedly constituted the violation. Accommodations will be made for attendance at the hearings at the convenience of the parties and the panel to either be in person, or electronically, via conference call, Skype, Face time, etc., based upon available formats.
- (6) If it is determined by the Board or its designated panel, that the alleged violation has occurred, the Board shall impose fines and/or sanctions as listed below.
- (7) The fines and sanctions which may be imposed and, if not paid prior to the submission of monthly dues statements, may be reflected in the homeowner's monthly statement from accountants. Such fines and sanctions shall be as follows:

A. ANY DOG WHO IS FOUND TO HAVE ATTACKED ANY PERSON OR PET AND CAUSED INJURY WILL BE IMMEDIATELY AND PERMANENTLY PROHIBITED FROM COMING ONTO THE CONDOMINIUM PROPERTY AT ANY TIME OR FOR ANY REASON. VIOLATIONS OF THE PROHIBITION SHALL RESULT IN THE IMMEDIATE SUSPENSION OF THE UNIT'S RIGHT TO HAVE ANY ANIMALS, PLUS A FINE OF \$100 PER DAY. SUBSEQUENT VIOLATIONS OF THE PROHIBITION SHALL RESULT IN INCREASED FINES AT THE RATE OF AN ADDITIONAL \$100 PER DAY. (i.e. \$100 for the first violation, \$200 for the second, \$300 for the third, et seq.)

LESS SERIOUS VIOLATIONS OF BY-LAWS AND/OR RULES SHALL RESULT IN FINES AS FOLLOWS:

- B. \$50.00 for the first violation;**
- C. \$75.00 for the second violation;**
- D. \$100.00 for the third violation. In the event that the violations concern issues relating to pets, the panel may suspend the particular pet(s) and the unit's right to have pets on the condominium property or in the unit.**
- E. Successive violations shall increase at the rate of an additional \$50 per violation, (i.e. \$150 for the 4th violation, \$200 for the 5th etc.). Furthermore, the Board may suspend pet privileges as the Board may deem appropriate under the circumstances.**

(8) This rule shall take effect on May 15, 2017, and shall remain in full force and effect thereafter unless further revised by the Board of Managers upon notice to the condominium unit owners.

SECTION 16: SHORT TERM RENTALS

- a) The minimum number of rental nights for any unit shall be 2 consecutive nights.**
- b) The maximum occupancy allowed per unit is 4 people in a one story unit, 6 people in a two story unit, and 8 people in a three story unit. These restrictions include children.**
- c) Any violation of these short term rental restrictions shall result in the following fines:**
 - \$100 for the first offense**
 - \$500 for the second offense**
 - \$1000 for the third offense.**
- d) All fines shall be added to and due and owing with the owner's next monthly condominium dues.**

Section 16 as the revised rule shall take effect on May 1, 2020, and shall remain in full force and effect thereafter unless further revised by the Board of Managers upon notice to the condominium unit owners