

**THE BUENA VISTA CONDOMINIUM
RULES AND REGULATIONS**

June 1, 2006

Revised 10.27.2009

A. GENERAL

1. All provisions of the Association DECLARATION including, but not limited to, Section 11 entitled "Restrictions on Use, Occupancy and Transfer" are considered part of these Rules and Regulations. These rules are subject to the ordinances of the governing municipality and other governmental authorities, and those ordinances and statutes shall supercede these Rules and Regulations. The provisions of the DECLARATION may be amended in accordance with Section 7.8 entitled "Amendment to Declaration."

B. ENFORCEMENT

1. Complaints should be reported, in writing, to the Board or to an officer of the Association.
2. Minor infractions will be called to the attention of the person or persons involved by the management company. Repeated infractions and violations of a more serious nature will be referred to the Board for action.
3. Disagreements concerning complaints will be presented to the Board for adjudication and appropriate action, with enforcement by civil legal process, if necessary.
4. So long as the Declarant is marketing Units to initial purchasers, the provision of these Rules do not apply to Declarant's use or occupancy of any Units, Limited Common Elements, or Common Elements in the Condominium.

C. FACILITIES

1. Condominium Units are to be used primarily as personal and family residences. For any business use of a Unit involving contact with the public at the Unit, Board approval must be sought and may be granted if the proposed use is considered not likely to significantly disturb the residential character of the condominium.
2. All walks and driveways shall be kept clear for access to all Units.
3. No personal property shall be permanently placed on common elements unless a written request is approved by the Board.
4. Balconies and exterior portions of the condominium Units must be kept in an

orderly condition. Accumulation of unsightly materials is prohibited.

D. PETS

1. The owner of each Unit may keep no more than one (1) pet, consisting of a dog or a cat weighing not more than 25 pounds, in his or her Unit. All dogs and cats must be neutered or spayed.
2. All pets that require a license must be licensed and must wear the appropriate tags to prove that they have received the necessary shots as required by law. Animals on the property without tags will be picked up by the proper municipal authority, and any fees involved will be charged to the pet's owner.
3. No pets may be housed, kenneled or kept in any Common Element or Limited Common Element. Pets may not be tied to a stake, chained on a balcony or patio, or otherwise left to roam in any Common Element or Limited Common Element. No outside enclosures, cages, houses or runs shall be permitted.
4. Any Unit owner who keeps a pet, or permits a pet to be kept in his or her Unit, shall be liable for all damage or injury to persons or property caused by such pet.
5. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium.
6. Pets must be leashed or carried under the owner's arm at all times while on the Condominium property outside of the Unit, and the pet owner shall immediately remove any animal droppings left by such owner's pet upon the Condominium property.
7. Guests are not permitted to bring pets of any kind onto the Condominium property.
8. Animal boarding or kenneling is expressly prohibited, whether or not for a fee.

E. USE AND SAFETY

1. Garbage and trash must be disposed of according to the specifications of the municipal ordinances. Emptied containers must be returned for storage inside the garages within a reasonable time.
2. Between 10 PM and 8 AM, no noise or music shall be made at a level which can be heard from inside other Units. At all times, all residents shall try to avoid making noise at a level that other residents may find disturbing.
3. Immoral, noxious or other offensive activities of every nature whatsoever which

would disturb other residents as determined by the Board are prohibited.

4. Garage or rummage sales are prohibited.
5. Unit owners may not lease a Unit for periods of less than three (3) months and any such lease, and the leasee, shall be subject to the Declaration, and the Association's Rules and Regulations and By-Laws. No rooms may be rented in any Unit nor transient tenants be accommodated.

Any Unit owner intending to lease a Unit shall notify the Association, giving the proposed new tenant's name and address and shall provide the Secretary of the Association with a copy of the lease and the owner's address for purposes of receipt of notices.

6. No one shall permit any activity or keep anything in a Unit, the Common Elements, or the Limited Common Elements that would be a fire or health hazard or in any way tend to increase insurance rates.

7. All Common Elements and Limited Common Elements must be kept free of personal property, rubbish, debris or other unsightly materials or anything that would present a safety hazard (with the exception of snow removal which is the responsibility of the Association).

8. No smoking is allowed in ^{any unit and in} those portions of the Common Elements within buildings. Persons smoking outside the buildings must stay far enough away from the buildings to prevent smoke from entering the buildings. ^{Smoking is} allowed on unit deck and patios. Charcoal barbeque grills are allowed only on first floor cement patios or lawns adjacent to an Owner's Unit. Grills must be started with an electric and cannot be used within 15 feet of any combustible material. No use of lighting fluid is allowed.

Gas barbeque grills are allowed on the first and second floor patios or decks. All grills must be maintained in a safe working condition and must be kept ^{free of grease.} clean and

9. Unit owners are responsible for installing, maintaining and ensuring proper operation of smoke detectors in their Units.

F. EXTERIOR APPEARANCE

1. No alteration, change, maintenance or improvement of any kind shall be made to the exterior building walls or to any part of the common limited areas except by the Association or with written permission of the Board or the Architectural Committee, if any. A Unit owner or leasee shall not make any repairs or alterations which could impair the structural soundness or integrity of any building, the safety of any property or obstruct any easement.
2. No signage or outdoor display material of any kind shall be erected or maintained on any part of the condominiums. A Unit owner who wishes to sell or rent a Unit may, however, put up a "For Sale" or "For Rent" sign with the approval of the Board.
3. Antennae are prohibited except as set forth in the Declaration.
4. No occupant of a Unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface of the Unit.
5. No occupant shall cause any signs of any nature whatsoever to be posted or affixed to any of the Limited Common Elements or Common Elements, to the exterior of a Unit, or to any windows.
6. No clothing, bedding or other similar items shall be dried or aired in any outdoor area or Common Element, or within the Unit or any Limited Common Element if same can be seen from the Common Elements or the exterior of the buildings.
7. No draperies, shades, blinds, or the like shall be used except as shall have been approved by the Board of Directors. All draperies, shades, blinds, or the like visible from the exterior of the building shall be white or off-white in color or shall have white or off-white linings.

G. VEHICLES AND PARKING

1. Residents' automobiles and other motor vehicles shall be stored in the underground parking area and shall not be parked outside in spaces for guest parking. Occasional use of guest parking is permitted by residents, but continued or extended parking in those spaces is not permitted. Residents are expected to keep their vehicles inside their garage each night. The vehicles of guests and temporary house guests must be parked in places that do not obstruct other vehicles, or on both sides of the condominium streets.
2. During snowy conditions, every effort must be made to keep the roads and driveways clear of parked vehicles so as not to obstruct the snow plows.
3. Recreational vehicles, boats and other such items too large to be stored in Unit

Owners' parking spaces may not be kept on condominium premises for more than seventy-two (72) hours.