

WINDHAM MEADOWS II
CONDOMINIUM ASSOCIATION RULES AND REGULATIONS
(Supersedes all previous versions)
August 9, 2022

These Condominium Rules and Regulations are adopted for the benefit of Owners of Condominium Units as the Windham Meadows Phase II Condominiums. They are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of the Condominium, and protecting and enhancing the value of the Owner's property. They are not designed to unduly restrict or burden the use of the property.

All Owners at the Condominiums and their families, tenants, guests, invitees, and licensees are expect to abide by these Rules which are meant to supplement the provisions of the Declaration and By-laws.

1. **CHANGES TO EXTERIOR OF UNIT:** Additional clarity to the Declaration Article 11 Sections B&C are provided herein. Any changes or additions affecting the appearance and / or "architectural integrity" of the exterior of buildings are to be made only with the consent of the Board of Directions of the Condominium ("The Board"). Changes include Radon Systems, Stand-by Generators, Windows, Shutters, Storm Doors, Railings, Light Tubes, Light Poles, Exterior Light Fixtures, Roof Shingles, Solar Panels, Gutters, Siding, Additions, Porches, Awnings, Staircases, Bulk Heads, Major Plantings, Landscape, Hanging Plants, Patios, Walkways, Any Signs etc. Roof Shingles brand/grade selection shall be at the discretion of the Unit owner, but shall be "weatherwood" color ONLY. Installation of Satellite dishes less than (39") one meter in size, as well as installation of TV antennas and wireless cable antennas, are all subject to the protections of federal law and may be installed on the side or rear of the unit, or limited common area, provided that such installation complies with local building codes, life safety codes and that an Installation plan/request has been submitted to and approved by the Board prior to installation. No signs, banners, posters etc., shall be placed on limited common/common areas of the Association without prior consent of the Board. Standard size American Flags only may be flown outside or attached to the outside of Units.
2. **MAINTENANCE OF UNITS:** Additional clarity to Declaration Article 7 Section A are provided herein. Unit owners shall be required to maintain, at their own expense, areas appurtenant to their unit in a visibly clean and sanitary manner. This includes any unsightly conditions including mold, missing, faded, broken, or damaged items. Areas include roof shingles, siding, doors, windows, trim, shutters, vents, decks, staircases, porches, patios, etc.
3. **NOISE:** Everyone will be expected to exercise extreme care to avoid unnecessary noise and at no time are musical instruments, radios, phonographs, or television to be so loud as to disturb others. Noise levels shall be reduced after 10:00 p.m. so that neighbors are not disturbed.
4. **LITTERING/TRASH CONTAINERS:** There will be no littering in any limited common/common areas. Items such as paper, plastics, cans, bottles, cigarette butts, food, pet debris, landscape refuse and other waste are to be disposed of in appropriate unit owner trash containers. All trash containers must be kept inside the unit and in no case shall any containers used for trash, refuse, dog waste, etc. remain outdoors (other than the day designated as trash collection day).
5. **OUTDOOR EQUIPMENT:** Bicycles, sporting goods, toys, cooking equipment, baby carriages, and other personal articles and equipment, shall not be left outside of a Unit, and when in use outside of a Unit shall be maintained and used in accordance with Rule 5. Deck and lawn furniture may be used and left on decks and patios and/or the limited common land area adjacent to each Unit.
6. **IMPROPER USE OF COMMON AREA:** There shall be no use of Common Areas which injures or scars the Common Area or the trees or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of The Condominium.
7. **OUTSIDE ACTIVITIES:** There shall be no organized sports activities, picnicking or fires in Common Areas except in areas approved by The Board. Gas grills and charcoal fires are allowed in the limited common land area adjacent to each Unit and provided that such fires are carefully guarded and not hazardous to buildings or property.
8. **PLANTINGS:** Unit Owners will be permitted to plant "flowers" in their own limited common area at their own expense. The Board of Directors has the right to limit flower installations on limited common areas that may contribute to excessive maintenance to the association and or cause a detriment to the integrity of the

landscape. All trees, bushes, shrubs, vegetables and other planting installations (limited common or common) will require the approval of the Board of Directors.

9. **SPEED LIMIT:** The speed limit for all vehicles within the Condominium is 20 mph.

10. **CHILDREN AND GUESTS:** Owners and tenants shall be held responsible for the actions of their family, guests, invitees and licensees. If occupancy by tenants or guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive tenants or guests leave.

11. **PAYMENT OF ASSESSMENT:** Payments for all Assessments for Common Expenses are due and payable by check or money order on the first day of each month. Payment shall be sent to the address designated by the Treasurer of the Association. The assessment shall be considered late if not received by the 14th day of the month. If an Owner shall fail to pay his Assessment when due, he shall pay an additional Assessment of \$10.00 per month for each such failure.

12. **CONSENT REVOCABLE:** Any consent or approval of The Board or its authorized agent given under these Rules and Regulations shall be revocable at any time.

13. **COMPLAINTS:** Complaints or violations of these Rules and Regulations should be made to The Board or its authorized agent either orally or in writing. If the complain is made to the authorized agent and the Owner is not satisfied with the results, or if there is no authorized agent at that time, the complaint should be made in writing to The Board. If The Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by The Board as to what action, if any, has been taken.

14. **PETS:** No animals, livestock, or poultry, except domesticated household pets including cats and dogs; no more than two (2) dogs shall be allowed, and dogs are to be leashed at all times when outside of the Unit. Unit Owners will be required to pick up after their pets and be responsible for any damage caused by pets to limited common or common areas.

15. **FINES:** Finable offenses shall include any violation of Association Declaration, Bylaw, or Rules & Regulation requirements. The Fine process and schedule shall be as follows:

Step 1: The member will receive a verbal request to correct the noncompliance from a Board member. Step 2: Failure to remedy Verbal Request: The member will receive a written warning from the BOD, which will define timeframe to remedy. Step 3. Failure to remedy within required timeframe of written notice, a fine of \$100.00 will be assessed, plus cost to remedy repairs and legal fees. (if reqd). Repeated violations (within 12 months) will be assessed at \$100.00 ea. occurrence, plus cost to remedy repairs and legal fees (if reqd).

Appeals Process: Members can appeal fines before the Board of Directors.

16. **VISITOR PARKING:** Unit owners shall ensure visitors do not park on any grass areas of the association and will be responsible for damage caused to by visitors to irrigation systems/heads, lawns, etc. Visitors must also park in a manner that does not cause any obstructions on roadways or egress.

17. **RENTAL LEASES:** Unit leases will be governed by the Declaration Article 11 Section F and be no less than 180 days. A copy of all Lease agreements will be provided to the Board of Directors, including a letter signed by the unit owners that the tenant has been provided a copy of the Declaration, Bylaws, and rules. The residency of any non-unit owner constitutes a lease of the unit. Unit owners shall ensure that their current mailing address is on file with the Board of Directors.

18. **GARBAGE DISPOSALS:** Garbage disposals are prohibited in any and all units. Septic systems are not designed to accommodate garbage disposals and fines as defined herein, including full replacement of septic systems will be the responsibility of any unit found in noncompliance.

19. **BIRD FEEDERS:** In order to prevent the infestation of rodents in the community, all Bird Feeders (all types seeds, suet, peanuts, fruit, etc.) are prohibited outside all units. Humming Bird (water only) feeders are allowed in the rear unit (but may not be hung from common landscape).

19. **AMENDMENT:** These Condominium Rules may be revised in any way at any time by The Board as conditions warrant, provided that a written communication is sent to each Owner advising him of the change.