

**RULES AND REGULATIONS
OF VILLAGE HEIGHTS CONDOMINIUMS
AMENDED AND RESTATED IN FULL
EFFECTIVE MAY 2020**

A. INTRODUCTION:

1. Village Heights Condominium Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.
2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit (Villa or Unit in the Village Centre Building), including his family, tenants whether or not in residence, employees, contractors, agents, visitors, and to any guests, invitees or licensees of such Unit Owner. Wherever in these Regulations reference is made to "Unit", such term shall include both Villas and Units in the Village Centre Building. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association. The current Managing Agent is Continental Real Estate Management.
3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the Village Centre Building at 305 Village Heights Drive, its public halls, patios and balconies, terraces, lobbies, drives, recreational areas, grounds, parking areas and any other appurtenances; and Villa porches, decks, and Limited Common Elements.
4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.
5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity between these Regulations and the Declaration or the Act, the applicable provisions of the Declaration or the Act shall govern.
6. Because a Condominium combines proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section K of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

B. INSURANCE

1. In the event of a loss within a Unit where such loss is covered by the Association's insurance policy, the responsibility for payment of the Association's deductible shall primarily be that of the Unit Owner who is determined to be responsible for the area of the condominium where the loss occurred. In the event of an Association Insurance related loss, the party responsible for maintaining the property where the damage occurred will be responsible for the payment of the policy deductible.
2. Where a loss is experienced jointly by a common element and a Unit, the deductible will be paid equally by the Association and the Unit Owner. Where a loss is experienced by more than one Unit Owner, the deductible will be paid on a pro-rata basis by all involved Unit Owners and, if also involving common elements, the Association.
3. Nothing in this rule shall prohibit a condominium Owner from seeking reimbursement for the Association's deductible, less the owner's personal insurance deductible, through the Owner's personal condominium insurance policy, commonly known as an HO-6 policy, under building coverage.
4. The Village Heights insurance policy deductible (as of July 5, 2018) is Five Thousand Dollars (\$5,000). The Board may increase or decrease the deductible in the future at their discretion.

C. RESTRICTIONS ON USE:

1. No part of the Village Heights Condominium shall be used for any purpose except housing and the related common purposes for which it was designated. Each Unit shall be used as a residence for a single family or housekeeping unit and its guests. Each Unit is the residence of at most two persons, at least one of whom must be 55 years of age or older.

2. No children under the age of eighteen (18) may permanently occupy any Unit. Visitors (including children) may occupy a unit for a period not exceeding thirty (30) consecutive days for a maximum of sixty (60) days in any calendar year.
3. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board except as herein or in the Bylaws expressly provided. In the Village Centre Building, no public hall shall be decorated or furnished by any Unit Owner in any manner except as approved in writing by the Executive Board.
4. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the property or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area. No waste shall be committed on the Common Elements.
5. For the Village Centre Building, all garbage and trash, including recyclables, must be placed in the trash rooms of the Building and areas as designated by the Executive Board and no garbage or trash shall be placed on the floor or elsewhere on any Common Element. No garbage cans, containers or bags of any kind shall be placed in public halls, on the staircase landings or anywhere other than designated trash areas for collection. Large items may be placed in the pick-up area behind Building 305. Villa owners are to use the recycling bins provided by the recycling authority and place them and their trash cans outside for pick-up on Wednesdays.
6. Except in the recreational or storage areas as may be designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in Village Centre areas of the Building or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements.
7. The toilets, showers, laundry tubs and other water and sewer apparatus shall be used only for the purposes for which designated, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Unit Owner causing such damage.
8. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance.

9. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Villa or Village Centre Building or which may structurally change the Villa or Building, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

10. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the sound volumes low so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing devices in the Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy other Unit Owners.

11. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted in any Unit, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Executive Board to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Posted Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

12. No blinds, covers, shades or screens shall be attached to, hung in, or used in connection with any balcony, terrace, patio, porch or deck. Draperies, curtains or Venetian blinds must be installed by each Unit Owner on all windows of his Unit and must be so maintained at all times.

13. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit except for reasonable displays of American flags and holiday decorations. The prohibition therein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items may be installed by the Unit Owner beyond the boundaries of his Unit. A Unit Owner may, however, use a central radio or television antenna or cable facilities provided as a part of his Unit. No clothes line, clothes rack or any other device may be used to hang any items on any balcony, terrace, patio, porch, deck or window, nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Executive Board. Balconies, terraces, patios,

porches and decks shall not be used as storage areas. No balcony, terrace, patio, porch, or deck shall be enclosed or covered by a Unit Owner after settlement without the prior consent in writing of the Executive Board.

14. No unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in their Unit.

15. No alterations externally visible from outside the Building shall be made to the balconies, terraces, patios, porches and decks without the specific prior written approval by the Executive Board which may be given subject to reasonable conditions.

16. In the Village Centre Building, no noise or vibration shall be made or cooking or other odor created. All cooking equipment shall be used in such a way to prevent noxious odors from permeating the Building. In the community, no work or modifications shall be done which would unreasonably disturb, annoy or interfere with the rights, comfort or convenience of any other Unit Owners.

17. The elevator must not be interfered with by any Unit Owner or his family, servants, employees, agents, visitors or licensees. Children under the age of eight (8) shall not be permitted to operate the elevator.

18. The exterior portion of windows shall be cleaned by the Association's employees or agents. Unit Owners shall keep the interior portion of their windows in clean condition. Exterior balcony, terrace or patio glass doors and windows shall be cleaned by the unit owner.

19. No water beds or other furniture filled with a liquid or semi-liquid substance shall be installed or used in any Unit.

D. NON-SMOKING POLICY:

1. Smoking is prohibited everywhere on the Village Centre property (305 Village Heights Drive) including, but not limited to, individual units and their patios or balconies, indoor and outdoor exclusive use areas, and indoor and outdoor common areas. Additionally, smoking is prohibited in the duplex and triplex villas and their porches and patios. No Owner at these locations shall smoke or permit smoking by any occupant, agent, invitee, guest, friend, or family member anywhere on the property. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated, smoldering or lit product, including vaping device.

2. Notwithstanding the said prohibition against smoking, smoking shall be allowed in any reported units where a current smoker resides ("Grandfathered" Units) but only until such time as the unit is transferred or sold. Owners of Grandfathered Units may not allow their

smoking to become a nuisance to other residents in their locations. An Owner as of February 2020 may request their unit be listed as a location where smoking is permitted by notifying the President of the Executive Board in writing.

E. PET RULES:

1. Upon moving into a Unit, the Unit owner(s) may bring a maximum of (2) prior owned dogs or cats, or one prior owned dog and one prior owned cat. Such prior owned dogs or cats may not be replaced. Small animals other than dogs or cats (including hamsters, birds, reptiles, amphibians and fish) may be kept by a Unit Owner as household pets provided that such permitted species are not kept for any commercial purposes. No new animals may be brought into a Unit after occupancy. Except as set forth above, no animals of any kind may be raised, bred or kept in a Unit or in the Common Elements or elsewhere on the Village Heights property.

a. Snakes or other reptiles are not a permitted species.

b. Small caged animals shall be kept caged and not allowed to roam unsupervised.

2. Pet owners must complete a Pet Application form before occupying the Unit. If the pet is a dog or cat, a current photograph should be attached.

a. All pets or service animals must be registered and inoculated as required by law and registered with the Association. Copies of registration and inoculations must accompany the application and copies of renewals must be submitted promptly. All dogs and cats must wear identification collars or tags which include proof of current vaccinations.

b. Pet owners must provide proof of insurance coverage for damage or injury caused by their animals.

c. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

3. A pet may be maintained in a Unit, subject to compliance with the other provisions of these Regulations, including without limitation Section D.1 above, so long as it is not a nuisance. Examples of nuisance behavior for purposes of this section include but are not limited to:

a. Pets whose unruly behavior causes personal injury or property damage.

b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of the day or night.

c. Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.

d. Pets who relieve themselves on walls or floors of common areas.

e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

f. Pets who are conspicuously unclean or parasite infested.

g. Pets must be confined to an owners' unit and must not be allowed to roam free. Pets must not be left unattended on balconies, terraces, patios, porches or decks. Pets in transit are to be carried, restrained by a hand-held leash, or placed in an animal carrier.

4. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. Any damage to common areas caused by cleaning chemicals or other such materials used in an attempt to remedy such damage is also the full responsibility of the pet owner.

5. Pets are not permitted in the swimming pool and such other areas as have been or may be designated as "no pet" areas by the Executive Board.

6. Pets may not be exercised in the halls except for Seeing Eye Dogs. All pets must be kept on a handheld leash and accompanied by an adult when outside of the Unit, or on the Common Elements or elsewhere on the property.

7. Any Owner of a pet permitted in the Village Centre Building shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents of the Building and preservation of the Building and grounds. All Unit Owners must immediately remove and properly dispose of any pet refuse or discharges deposited anywhere in the Building, on the Common Elements, or elsewhere on the property.

8. Notwithstanding any other provision herein, disabled individuals may keep certified assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities. Certified assistance animals are, however, subject to the prohibitions on nuisance behavior outlined in these rules.

Any Owner observing an infraction of any of these rules shall discuss the infraction in a neighborly manner with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved it should be reported in writing to any member of the Board. Infractions of the rules will be discussed with the offenders to seek resolution of the situation. Continued non-compliance will be referred to the Internal Dispute Resolution Committee (see Section J of these Rules and Regulations.) The Executive Board may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to the community, its residents and guests.

If so determined, the pet owner will have 30 days to remove the pet from the premises. The Executive Board also has the authority to assess and collect fines for violations of the rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

F. PARKING AND STORAGE

1. All personal property placed anywhere on Village Heights property, in the Village Centre Building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Owners in the Village Centre Building may use the storage area assigned to their Unit in the Building basement without charge for the storage of trunks, suitcases, snow tires and other non-essential items permitted by the Executive Board.
2. Should an employee of the Association or the Manager at the request of a Unit Owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, the employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
3. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles and small passenger vans. No buses, trucks, trailers, boats, vans (other than small passenger vans), stretch cars, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Executive Board. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium property with conspicuous "For Sale" signs attached.
4. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
5. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium property, the Association shall be held harmless by such Unit Owner for any and all damage or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Unit Owners Association as a result of such illegal parking or abandonment and any consequences thereof, including without limitation payment of towing costs.

G. ENTRY INTO UNITS:

1. The Association or Managing Agent shall not cause a master key system to be used for Units in the Condominium; however, each Unit Owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, a working copy of any key(s) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood or any other condition which may adversely affect the Common Elements or other Units. The Association or Managing Agent shall establish and implement, subject to prior approval of the Executive Board, procedures and controls to insure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those noted above. Unit Owners may provide to the Association or Managing Agent an additional working copy of any key(s) to a Unit for casual or non-emergency entry ("convenience keys"). Such keys shall be similarly coded and secured and released only upon written authorization of the Unit Owner. No Unit Owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Executive Board.
2. The agents of the Executive Board or Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any room or Unit in the Building at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
3. A charge may be made for opening a Unit Owner's door at such Unit Owner's request between six o'clock p.m. and eight o'clock a.m. when such request requires the assistance of an employee of the Condominium.
4. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

H. RECREATIONAL FACILITIES:

1. Family and guests may use the recreational facilities with Unit Owners. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, its agents, or employees, for or on account of the any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guest, invitees or licensees of such Unit Owner growing out of the use of the recreational facilities.
2. In addition to all other rights which the Executive Board has for nonpayment of assessments, the Executive Board of the Association shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due.
3. At the election of the Owner of a Unit, his lessee in possession of a Unit and the members of the family of such lessee residing in the Unit may use the recreational facilities in the place of such Owner and his family, and such lessee shall be entitled to all of the rights and subject to all of the restrictions that the Owner of such Unit would possess or bear; provided, however, that such Unit Owners and such lessee shall jointly and severally liable for, and shall indemnify and hold harmless the Association of, from and against any damage or injury suffered by reason of such use. Notwithstanding the foregoing, use of the recreational facilities by the lessee in possession of a Unit may be prohibited by the Association (at its election) if and when the Association receives written notice from either such lessee or such Unit Owner that the person giving such notice thereafter refuses to accept the liability described in the immediately preceding sentence.

I. MOVING:

1. Moving into and out of the Village Centre Building is restricted to the hours between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
2. Moving into or out of the Village Centre Building requires care in the use of the outside doors and the elevator. The outside doors are not to be propped open for extended periods. The elevator is not to be tied up for extensive times, nor is the elevator to be locked on any floor. Move some furniture into the vestibule, then load the elevator, take the furniture to the intended floor, unload the furniture into the lobby and release the elevator, then move the furniture to the Unit.

J. CONSIDERATION IN USE OF UNITS:

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.
2. Unit Owners are cautioned against the excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.
3. Unit doors opening into the public halls of the Village Centre Building and the building's entry doors shall be kept closed and secured at all times except when in use. Windows and balcony or terrace doors must be kept closed during air-conditioning season while an air conditioner is in use in order to prevent condensation from forming in the Unit's cooling mechanism and causing damage to carpets, floors and Units below.
4. All contractors performing major work or alterations on a Unit or Limited Common Element shall file a certificate of insurance and indemnity with the management, which certificate must be approved by management before said contractors may begin work in the Building. Any Unit Owner who wishes to perform any interior alteration to his Unit shall:
 - a. Refrain from making any interior alteration that will: (i) impair one or more of the structural integrity of the Buildings or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Buildings; (iii) lessen the support of any portion of the Buildings; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order;
 - b. Obtain such insurance coverage with respect to such interior alteration as the Executive Board may reasonably require in order to protect the Association and the other Unit Owners, as well as the Unit Owner performing such alterations;
 - c. Expeditiously complete all interior alterations without incurring any mechanics' or materialmen's liens;
 - d. Pay the full cost of performing all such interior alterations;
 - e. At such Unit Owner's expense secure all necessary governmental permits and approvals prior to performing all such alterations;
 - f. Comply with all requirements under Section 3.5 of the Declaration of Condominium.

K. GENERAL:

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences, walls or similar structures may be erected around or on the Common Elements or Limited Common Element without the prior written consent of the Executive Board.
2. Solicitors are not permitted on the Village Heights property. If any Owner is contacted by a solicitor on the property, the Managing Agent must be notified immediately.
3. Except as may be supplied and installed by the Declarant, or except with the prior written consent of the Executive Board, the installation of additional major appliances in any Unit is prohibited. Such prohibited appliances include, but are not limited to, portable washing machines, dryers and dishwashers. Replacement of existing major appliances with comparable equipment is permitted.
4. All persons shall be properly attired when appearing outside of their Unit.
5. The appearances of the Units, balconies, terraces, patios, porches, and decks shall conform to the Condominium's standards of integrity and appearance. Each Unit Owner is fully responsible for maintaining the Unit premises, Limited Common Elements appurtenant to such Unit and any Garage Unit in a good state of upkeep and cleanliness. If the Association and/or management has to intercede to maintain said premises, the Unit Owner shall be charged for such service.
6. In the Village Centre Building, no corridor doors or public areas shall be decorated or furnished by Unit Owners, or other persons, except in observances of good taste of appropriate religious customs. A resident may identify his Unit with a nameplate established as standard for the Condominium by the Executive Board. No other signs of any type may be displayed on any exterior portion of the Unit, Common Elements, or Limited Common Elements.
7. Children shall not be permitted to become a nuisance in the Common Elements. Parents shall at all times be responsible for their children while in the Units, Limited Common Elements, and Common Elements. Children are not permitted to play in the shrubs or flower beds, and must refrain from riding or wheeling bicycles or skating within the Building or Condominium grounds. Children may not use or be in the Exercise Room, and must be supervised by an adult Owner at all times when in the pool area.

L. THE INTERNAL DISPUTE RESOLUTION COMMITTEE:

1. The Executive Board shall appoint five (5) Unit Owners to serve one (1) year terms as members of the Association "Internal Dispute Resolution Committee". Three members

shall constitute a quorum. In all cases, three (3) votes of approval shall be required for any Committee action or decision (even if only three members are in attendance). The Committee shall elect its own Chairman. No member of the Committee may serve on the Executive Board.

2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.

3. Upon receipt of a written and signed Complaint Form (to be provided by the management), the Chairman of the Committee shall present the same to the management who shall then attempt to informally resolve the dispute in a fair and equitable manner.

4. If the management has not resolved the dispute to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days' notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted in the Building and mailed to the record address of any non-resident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.

5. The public hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceedings transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.

6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved any other respect. If any member of the Committee shall excuse him/herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Unit Owner to temporarily sit in his/her stead.

7. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions if a violation has been found. The Committee shall make recommendations in accordance with the following sanction schedule depending upon the seriousness and frequency of the violation(s):

- a) Reprimand/warning
- b) \$25.00 Fine
- c) \$50.00 Fine
- d) \$100.00 Fine

- e) \$200.00 Fine
- f) Any of such Fines per day or per occurrence, as appropriate

8. Within ten (10) days after receipt of the Committee Report, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

9. In the event the Executive Board does not ratify in accordance with paragraph 8, the Executive Board may hold a second full hearing on the matter. In such case, the Executive Board may hold a second full hearing on the matter. In such case, the Executive Board may also levy a fine higher than that provided in the Schedule above, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.

10. Decisions of the Executive Board in these disputes *are final* as set forth in the Declaration.

11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress in a court of law.