

**SCHEDULE B**

**RULES & REGULATIONS**

**OF**

**SALT AIR VILLAGE CONDOMINIUM ASSOCIATION**

## **Table of Contents**

**Contact Information**

**Section A – General Information**

**Section B – Restrictions on Use**

**Section C – Vehicle Storage, Parking and Operation**

**Section D – Entry into Units**

**Section E – Deliveries and Moving**

**Section F – Condominium Operations**

**Section G - Pets**

**Section H – Consideration in use of Unit and Common Elements**

**Section I - Beach**

**Section J – Architectural Review Rules and Guidelines**

**Section K - Other**

**Section L – Fine Guidelines**

**Section M – Amendments to the Rules**

## **SCHEDULE B**

### **SALT AIR VILLAGE CONDOMINIUM ASSOCIATION**

THE SALT AIR VILLAGE CONDOMINIUM ASSOCIATION (“The Salt Air Village Condominium Association”), acting through its Initial Board, has adopted the following Rules & Regulations (the “Rules”) applicable to the Salt Air Village Condominium (the “Condominium”).

#### **CONTACT INFORMATION FOR 2021**

##### **First Property Management:**

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##### **Board of Managers:**

President: Rob Roberti, Cottage #: 43, Phone Number: 617-817-1639, Email: roadstar100@comcast.net

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Clerk: Brad Wiebers, Cottage #: 92, Phone Number: 774-696-6194, Email: bradwiebers@gmail.com

##### **Rules Committee Chairman:**

Zachary Crossen, Cottage #: 66, Phone Number: 781-724-0749, Email: zachcrossen@comcast.net

##### **Architectural Review Committee Chairman:**

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A. GENERAL

1. Wherever in the Rules reference is made to “Unit Owner,” such term shall apply to the owner of any Unit (a “Unit”), to such Unit Owner’s tenants, whether or not in residence, and to such Unit Owner’s (or such tenant’s) principals, family, employees, agents, visitors, guests, invitees or licensees. The Unit Owner is responsible for any violation of the Rules by any such person or persons. Wherever in these Rules reference is made to the Salt Air Village Condominium Association, such reference shall include the Salt Air Village Condominium Association, the Board of Managers of the Salt Air Village Condominium Association (the “Board”), and the Condominium Managing Agent.

2. The Unit Owners shall comply with all the Rules hereinafter set forth governing the Condominium.

3. The Board reserves the right to alter, amend, modify, repeal or revoke these Rules and any consent or approval given hereunder in accordance with the procedure set forth in the Bylaws for the Salt Air Village Condominium Association (“Bylaws”).

4. These Rules shall be deemed supplemental to the Master Deed and the Bylaws. In the event of any conflict between these Rules and the Master Deed or the Bylaws, the Master Deed and Bylaws shall control, in that order. Capitalized terms used herein which are not defined shall have the meanings ascribed to them in the Master Deed and Bylaws.

5. Terms and acronyms

a. ARC – Architectural Review Committee

b. EUA – Exclusive Use Area

c. HOA – Home Owners Association

d. SAV – Salt Air Village

e. RMV – Registry of Motor Vehicles

f. CRC - Capital Reserve Committee

## B. RESTRICTIONS ON USE

1. No part of the Condominium shall be used for any purpose except those purposes set forth in the Master Deed. Units may be occupied “seasonally” between April 15<sup>th</sup> and October 15<sup>th</sup> (the “Season”). Residential occupancy between October 16<sup>th</sup> and April 14<sup>th</sup> (the “Off-season”) is prohibited, and the Managers reserve the right to disconnect water and electrical service to all Units during the Off-season. Individual Unit owners shall be responsible for preparing their Unit for Off-season temperatures, including draining all plumbing and water lines inside their Unit. This shall be done at the Unit owners’ discretion and Unit owners’ cost.

2. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The walkways and roadways into and around the Condominium shall be used for no purpose other than normal transit unless otherwise approved by the Board. Recreational space within the Condominium shall be used for no purpose other than communal recreation unless otherwise approved by the Board.

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Condominium or the contents thereof without the prior written consent of the Board. No waste shall be committed in the Common Elements unless previously authorized by the Board. For the avoidance of doubt, the dumping of yard waste (including but not limited to sticks, grass clippings, leaves, etc.) on any of the Common Elements is strictly prohibited. *Options for yard waste disposal is being reviewed by the Board. Any revisions to the yard waste rule will be provided by the Board at such a time a decision is made.*

4. All garbage and trash must be placed in the proper trash barrels for refuse disposal or collection and no garbage or trash shall be placed elsewhere in any portion of the Condominium. All garbage and trash must be separated in accordance with all applicable laws prior to disposal and shall be placed at the edge of the cottages EUA by the road for pick up on Mondays by the trash collection contractor. Any fines levied against the Salt Air Village Condominium Association for failure to comply with local disposal laws shall be the responsibility of the violating Unit Owner(s).

a. All trash must be placed in bags and trash bags shall be in trash receptacles which shall be covered. Household trash is picked up once per week. All trash needs to be disposed of properly – in both common and exclusive use areas. Reasonable accommodations must be made by the unit owner to have trash barrels removed from the edge of the road after the trash pick up has occurred.

b. “Free items” left in front of a cottage may only be left out for one trash cycle. Items not taken by the Monday trash pickup shall be removed by the owner or trash contractor.

5. No improper, offensive or unlawful use shall be made of the Condominium or any part thereof and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency relating to any Unit shall be complied with, by and at the sole expense of the applicable Unit Owner.

6. No Unit Owner shall make or permit any disturbing noises in its Unit or do or permit anything which will interfere with the rights, comforts or convenience of others. The volume of any radio, television, musical instrument or other sound-producing device shall be sufficiently reduced at all times so as not to disturb other occupants. Despite such reduced volume, no such sound-producing devices shall be operated between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation shall disturb or annoy other occupants.

C. VEHICLE STORAGE, PARKING, and OPERATION

1. No personal property may be stored on the Common Elements, temporarily or permanently, except with the prior written consent of the Board. All personal property placed in storage areas at the Condominium, if any, shall be at the sole risk of the Unit Owner. Neither the Salt Air Village Condominium Association nor the Condominium Managing Agent shall be liable for the loss, destruction, theft or damage to such property.

2. Should an agent or employee of the Condominium Managing Agent or the Salt Air Village Condominium Association at the request of a Unit Owner move, handle or store any articles or park or drive the Unit Owner's automobile, then, and in every such case, such agent or employee shall be deemed the agent of the Unit Owner. Neither the Condominium Managing Agent nor the Salt Air Village Condominium Association shall be liable for any loss, destruction, damage or expense that may be suffered or sustained in connection therewith.

3. Each cottage shall be guaranteed one space for parking at or near the Cottage. Additional vehicles shall be parked in areas designated GUEST PARKING. No unregistered motor vehicles shall be stored or parked within the Village. Boats, trailers or lawfully registered and insured recreational vehicles are allowed while the Village is open, provided that they are stored in your exclusive parking spot and are no larger than 18 feet (boat length) in size. No boats, trailers or vehicles shall be stored or parked in the Village during the off-season.

a. Trailers shall not be stored, parked, staged, or dropped on common space without the prior written approval from the Board.

4. No tent camper, pop up trailer, truck camper, mobile home etc. shall be used, stored or occupied anywhere in the Village.

5. Lawfully registered (and insured when required by law) motorcycles and other forms of properly registered motorized conveyance with less than four (4) wheels ARE permitted in the Village, so long as a dually licensed or otherwise authorized operator is in control of such vehicle, and that the motorcycle, trike, scooter, or moped, meets the registration requirements set forth by the registered states Department of Motor vehicles. Juveniles under the age of 16 are NOT permitted to operate on Salt Air Village property any forms of conveyance that are powered by an internal combustion engine and designed for use on a public road or private property.

6. Any forms of motorized conveyance (except for the maintenance of fields, road maintenance, and green space maintenance) that utilize an internal combustion engine shall not be operated for recreation or transportation within the common spaces or recreation fields of Salt Air Village. Vehicles whose primary use is for off road travel and trail riding recreation, otherwise known as off-road vehicles (ORV's, ATV's, dirt bike's), and are not properly registered, shall not be operated within Salt Air Village, regardless of the number of tires or the age of the operator.

7. The use, storage, and operation of golf carts or compact utility vehicles is strictly prohibited on SAV property (to include EUA, roadways, and common space) unless written permission from the Board is received prior to bringing said vehicle into the property. This rule does not apply to the temporary use of aforementioned vehicles by vendors and contractors, employed by the Condominium Association or under the direction of the Condominium Managing Agent, who are performing work on behalf of the Association (such as landscaping, road maintenance, mosquito spraying, trash collection, tree care, etc.).

a. Individuals with qualifying disabilities may petition the Board for authorization to utilize a form of conveyance in and around the SAV property. This petition is not an automatic approval and must be approved unanimously by the Board.

b. This rule shall NOT include electric wheelchairs, handicap accessible scooters, or powerchairs for individuals with qualifying mobility issues as defined by a medical professional.

8. Children under age 12 may not operate any electric, air, or gas operated toys after dusk or before dawn and without supervision by a parent/guardian/caretaker/custodian within the Village. Children in electric vehicles are required to have the appropriate flags, reflectors, or lights to ensure they are not at risk and/or presenting a hazard to motor vehicles. Unlicensed minors are not permitted to operate any motor vehicle as defined by the RMV on SAV property. Children operating permissible vehicles on SAV property under the supervision of a qualifying adult do so at their own risk.

9. Motor vehicles traveling along Condominium roads shall observe all posted speed limits. In the absence of posted speed limits, vehicles shall not travel in excess of 5 miles per hour.

#### D. ENTRY INTO UNITS

1. The Salt Air Village Condominium Association may either maintain a master key system or require deposit of individual Unit keys with the Managing Agent to facilitate entry to a Unit in order to conduct its duties hereunder.

2. The agents of the Salt Air Village Condominium Association or the Condominium Managing Agent, and any contractor or worker authorized by the Salt Air Village Condominium Association or the Condominium Managing Agent, may enter any Unit in the Condominium upon reasonable notice to the Unit Owner at any reasonable hour of the day (except in case of an emergency with an imminent threat of danger to persons or property, in which case entry may be immediate and without such permission) 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.

a. *Reasonable notice* shall be no less than 7 days.

b. *Reasonable hour of the day* shall be from 9:00 AM to 5:00 PM

3. Employees and agents of the Salt Air Village Condominium Association or the Condominium Managing Agent are not authorized to accept packages, keys, money, or articles of any description from or for the benefit of a Unit Owner. 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 Salt Air Village Condominium Association or the Condominium Managing Agent, the owner thereof assumes the sole risk therefor and such owner, not the Salt Air Village Condominium Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Deliveries requiring entrance to a Unit will not be accepted in the absence of the Unit Owner. *The Board is in the process of approving a package delivery location that will be available in the future.*

#### E. DELIVERIES AND MOVING

Deliveries, move-ins and move-outs are restricted to the hours between 8:00 a.m. and 6:00 p.m. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to that Unit Owner's deliveries or move-in or move-out. Each Unit Owner shall be responsible for any damage to the Common Elements or other Units which is attributable to such Unit Owner's deliveries or moving in or out of the Condominium. *Unit owners shall inform delivery companies of the low wires in the village. Capital improvements to our electrical infrastructure will alleviate this issue in the future.*

#### F. CONDOMINIUM OPERATIONS

1. All charges and assessments imposed by the Salt Air Village Condominium Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made as directed by the Board or the Condominium Managing Agent.

2. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing or Email to the Condominium Managing Agent or the Board, as applicable.

3. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Condominium Managing Agent or the Salt Air Village Condominium Association.

#### G. PETS

Pursuant to Section 9(i) of the Master Deed:

1. No pets other than common domestic animals shall be kept in any Unit. Domestic animals include only dogs, cats, birds, tropical fish and goldfish. There shall be no more than a total of two (2) dogs, cats or birds in any individual unit. Under no circumstances are reptiles or "exotic" animals to be kept in any Unit. Upon petition by any Unit owner, the Managers shall have the right to approve or disapprove the keeping of any pet other than those species and types listed herein or the keeping of more than two (2)

pets to address individual Unit owner circumstances. Only Unit owners may petition the Managers for variance of these restrictions. There shall be no breeding of any animals in any Unit.

2. Any pet creating or causing a persistent nuisance or continued unreasonable disturbance or noise or otherwise violating the provisions of this paragraph may be required to be temporarily or permanently removed from the Condominium within five (5) days' of receiving written notice from the Managers.
3. All pets or animals should be on a leash and/or securely contained (i.e., by way of traditional fencing, electric fencing, and/or some other reasonable means) within the owner's exclusive use area at all times. Pets are not allowed on the Village's or Chase's Ocean Grove beach during the season between Memorial Day and Labor Day. No pets shall be left unattended for long or extended periods of time during the day or night. All owners with pets are responsible for the clean-up of their pet, in both the common areas and their exclusive use area.
  - a. Dogs that are widely and commonly recognized as "aggressive breeds" or "potentially aggressive breeds" shall not be contained by electric fencing. These dogs shall be contained by secure traditional fencing or secure tether that does not allow the dog to travel past the EUA. Aggressive or potentially aggressive breeds shall only be walked by an adult or able-bodied juvenile that has the capacity to control the animal.
  - b. Renters are NOT authorized to bring pets into the village under any circumstances.
  - c. Visitors and short-term guests that are accompanying the unit owner in the village are permitted to bring pets into the village, permitted that they follow the rules outlined above and that the unit owner is present during the guests visit.

#### H. CONSIDERATION IN USE OF UNITS AND COMMON ELEMENTS

1. All persons shall be properly attired when appearing in any Common Elements of the Condominium.
2. There shall be no smoking of cigarettes, pipes, recreational marijuana, or cigars by a Unit Owner or guest in the Common areas.
3. Fireworks are not permitted to be ignited, discharged, or stored in Salt Air Village or in Chases Ocean Grove, which also includes the beach, ball field, common spaces, and individual EUA's. This rule is consistent with Massachusetts General Law.
4. "Hammers Down" - In addition to the above quiet hours, for the seasons there shall be a "hammers-down" policy imposed from the Friday before 4th of July and will run through the Tuesday after Labor Day. For the enjoyment of all, construction, renovations, landscaping, hardscaping, noisy home improvement projects, pre-planned tree removal services, etc. may not be allowed during these months if the activity generates a long-lasting audible disturbance. Normal reoccurring yard maintenance (lawn mowing, leaf blowing, weed whacking, etc.) shall not be affected for this rule. In case of emergency or natural disasters, projects may be approved by the Board of Managers.

5. Villagers, guests, or renters shall not utilize, access, or transverse another owners EUA for any reason (except for exigent circumstances involving life safety) without permission from that owner or person having apparent authority of the property.
6. The following activities shall be prohibited in the Common Elements:
  - Littering or disposing of waste of any type (trash, construction waste, and yard waste included)
  - Leafleting or soliciting
  - Any and all illegal activities as defined by Massachusetts General Law
  - Any and all behavior that would be disruptive to the peace and tranquility of the Villagers and its neighbors.
  - Discharge of firearms of any type, including air rifles, pellet guns, dart guns, sling shots, paintball guns or other firearms deemed by the Managers in their sole and exclusive discretion to be similar to or within the intent of this prohibition.
  - This rule shall not include water cannons, squirt guns, or soft foam projectile discharge toys (Nerf guns).

#### I. BEACH

1. The use of Chase's Ocean Grove beach is a privilege. Failure to comply with posted rules may cause for revocation of such privileges for all Villagers. Beach bracelets must be worn at all times while utilizing the beach at Chase's Ocean Grove. Each cottage owner bears the responsibility of maintaining their household and guest bracelets. All owners are responsible for obtaining renter bracelets; renters must wear their bracelets and comply with beach rules at Chase's Ocean Grove and Salt Air Village beach.
2. No glass containers may be transported to or possessed on the Beach.
3. No personal property may be stored or left on the Beach overnight.
4. No fires may be started or maintained on the Beach; and no charcoal, propane or grills utilizing any other fuel may be operated on the Beach.
5. No holes, trenches or other excavations may be left unattended on the Beach. All excavations shall be filled and returned to original grade.
6. No motorized watercraft may be launched from the Beach, stored or "parked" on the Beach, or operated by a Unit Owner within one hundred feet (100') of the Beach shoreline, except within the designated boat beach area which is clearly identified by posted signs.
7. Parents shall maintain responsibility for minor children under the age of 14 on the Beach at all times.

8. No trash or refuse shall be deposited or discarded on the beach. All waste shall be deposited in marked receptacles or returned with a Unit Owner or Guest to its cottage.
9. Use of the Chases Ocean Grove Beach shall be subject to all rules, regulations and other restrictions adopted or otherwise enforced by Chases Ocean Grove or any successor in title.

J. ARCHITECTURAL REVIEW COMMITTEE RULES AND GUIDELINES

1. No cottage owner shall be permitted to make any exterior or structural additions or alterations to their Cottage without first securing written permission from the Board after submission to the Architectural Review Committee. Any unauthorized alterations or additions may be instructed to be removed at the Cottage Owner's expense. This limitation shall apply to all structural alterations and additions, including decks, outdoor showers, sheds, and fences. Fences, other than those along the outside boarder of the Village, shall be either picket or split rail style and no higher than 4 feet in height. For the avoidance of doubt, fences existing in the Village prior to April 1, 2019 shall be allowed to remain no matter the height or style ("Pre-Existing Fencing"). Further, in the event a section of Pre-Existing Fencing needs to be replaced, such section may be replaced at the same height and style as the section to be replaced; in the event Pre-Existing Fencing needs to be replaced in its entirety, such replacement shall be either picket or split rail style and no higher than 4 feet in height unless such fence is along the outside boarder of the Village. In addition to securing such permission from the Village, the cottage owner shall be responsible for securing all other governmental approvals and permits, including building, conservation, and health and zoning approvals. However, any application for such approval shall be filed with and approved by the Village **BEFORE** it is filed with any permitting authority. **NO** such approvals or permits received shall be recorded or registered without the approval of the Village.
2. The Architectural Review Committee will not approve projects, additions, or renovations unless the following conditions are met.
  - a. A five (5) foot set back from the property line (within the village, not exterior border cottages) must be adhered to. This rule is for the property line **BETWEEN** condo units. Exceptions to this rule may be applied for, but will only be granted upon agreement from the Board, ARC, and the neighboring Unit owner. This rule is secondary to the town of Dennis building codes and laws.
  - b. A two (2) foot set back from the property line must be adhered to for all new sheds. Exceptions to this rule may be applied for, but will only be granted upon agreement from the Board, ARC, and the neighboring condo unit owner. This rule is secondary to the town of Dennis building codes and laws.
    - i. Storage Sheds shall not be utilized as additional bedrooms, notwithstanding any existing laws as described by the Town of Dennis. Sheds may be used for storage, dry space, or work space but shall not be considered as occupied sleeping space. Sheds may be furnished with power, outlets, and interior and exterior lighting.
  - c. The maximum dwelling height of new construction or renovation shall not exceed 20 feet. Dwellings may not exceed 1 ½ stories. This height shall be measured from the earth to the peak of the roof and shall not include a decorative cupola. *This rule is consistent with the Town of Dennis building codes and laws.*

- d. Per Dennis building codes all structures need to be separated by a minimum of 10'
  - e. Depending on scope of work a certified plot plan may be required
  - f. All exterior lighting shall meet the following requirements
    - i. All exterior Incandescent / Halogen lights to be equal to or less than 60 watts
    - ii. All exterior LED lighting to be equal to or less than 10 watts
    - iii. All exterior flood light shall have a motion sensor
    - iv. All exterior lighting shall not be pointed into neighbor / abutters yards
  - g. New construction, additions, and renovations may not exceed a total of 900 square feet of living space. *This is consistent with the Town of Dennis regulation.*
  - h. The ARC shall not approve any work to be performed unless all fines, special assessments, and HOA fees are up to date and paid in full.
3. A formal appeal process will begin with a petition to the ARC in writing utilizing the Appeals process and form. Upon a finding from the ARC, the cottage owner may then appeal to the Board. The decision of the Board shall be final, notwithstanding civil litigation. The Board and ARC will establish a finding on a majority vote and the cottage owner may request in writing the reason for denial. *The ARC will work with owners to find an amicable solution early in the design process to limit the number of complete denials of construction and renovation plans. The ARC exists to help owners improve their property, not prohibit them from improving their property.*
4. No cottage owner, guest, or contractor shall undertake or permit any cutting of or damage to any trees without the permission of the Architectural Review Committee and Board. To the extent permission is granted to a cottage owner to remove one or more trees, the cottage owner shall be required to plant one new tree – to be placed on their exclusive use area – for every tree removed, subject to the discretion of the Board of Managers. Any damages or costs resulting from unauthorized cutting or damage to any trees or other infrastructures of the Village shall be the responsibility of the offending cottage. If the cottage owners EUA is unable to accommodate a newly planted or relocated tree, the Board may designate a location within the common space for the homeowner to plant the replacement tree, or make reasonable financial accommodations (equal to the value of a replacement tree, not to exceed \$300) to satisfy this requirement. For the purpose of this rule only, a replacement tree is needed if the tree that is being removed is 3” or greater in diameter at the base (as measured up 1 foot from the ground). Costs for replacing the tree, regardless of planting location, shall be the unit owner’s burden.
- a. Stump grinding or stump removal does not need to be approved individually and is considered part of the tree removal process.
  - b. Brush, overgrowth, and invasive weeds that have grown up to a diameter of 3” or more shall not be constituted as a tree.

c. Land clearing must be approved by the Board in writing and must conform to the Town of Dennis environmental protection laws.

5. Replacement trees may not be required if a tree is removed for safety or if the current tree is risking a condo's structural integrity. The decision to waive the replacement tree requirement may only be made by the Board by a majority vote.
6. A sick, diseased, rotted, infested or otherwise unstable tree may be taken down without a replacement tree being required to take its place. Unstable shall include damage from wind, lightning, snow, and other natural disaster or atmospheric event. The decision to waive the replacement tree may only be made by the Board by a majority vote.
7. Trees that are appropriately pruned for the health and future growth of the tree do not require approval from the ARC or Board. (refer to J.4.b. above)
8. Replacement trees shall be regionally appropriate and approved by the ARC prior to being planted. Replacement trees need to be a minimum of 5 feet when planted. No seedlings.

K. OTHER

1. Solicitors are not permitted on SAV property. If any Unit Owner is contacted by a solicitor in the Condominium, the Condominium Managing Agent should be notified immediately.
2. Unit Owners and Guests are reminded that Salt Air Village is a community of individuals that share the desire to enjoy our unique beachfront setting and to create pleasant memories with family and friends. Conduct that unreasonably infringes on the use and enjoyment of the property by others is not permitted.
3. Each cottage shall be kept in good repair and safe condition. Yards and landscaping are to be kept neat in appearance.
4. The ARC and Board may not dictate to which degree a cottage owner can landscape their EUA, permitted the EUA is kept orderly and neat and does not interfere with the property and enjoyment of neighboring cottages.
  - a. The Volunteer Committee may maintain the greenspace in and around SAV common areas without prior authorization from the Board. Any SAV Association funds spent must be previously approved by the CRC and the Board.
5. Electrical appliances such as electric stoves, large electric heaters, electric dishwashers, electric washing machines, electric clothes dryers, and electric hot water heaters are prohibited. *This rule is subject to change as the village undergoes improvements to our electrical infrastructure. Villagers will be notified by the Board if this rule is to be amended or removed in the future.*
6. Bathtubs, sprinkler systems, washing machines, and dishwashers – Due to the ground water discharge permit the Village operates on for our water use, the SAV community is currently unable to allow bathtubs, automatic sprinkler systems, washing machines, or dishwashers in the village. *Our water use is*

*monitored by the Department of Environmental Protection. We need to keep our annual water usage under the allowable threshold. Using these items will put us at risk of overusing our water allotment which could force us to build a wastewater treatment plant, instead of our septic systems. This would be incredibly costly. This is not just an electrical consumption issue, but a water issue as well.*

7. Wells and Sprinkler Systems – Wells are permitted in the village but may only be operated by hand pump. Electrical pumps are currently prohibited due to the electrical infrastructure. Additionally, if the electrical infrastructure is upgraded, pumps will be evaluated for noise emission. Sprinkler systems are additionally prohibited unless operated by manual hand pump. Sprinkler systems are not authorized to be attached to the domestic water service in the village.
8. Car washing – Car washing is permitted in the village. Hoses must have a flow control device (ex. spray nozzle) to ensure water is not free flowing in between car cleaning. We must be conscientious of our water consumption use in accordance with our ground water discharge permit.
9. Air conditioners are strictly prohibited within the Village and offenders will be subject to an immediate fine without written warning. Air conditioners MAY be approved in very limited cases for medical reasons and may require written documentation from a physician and be subject to the separate approval by the Board of Managers. For the avoidance of doubt, the Board of Managers may grant approvals subject to additional conditions including but not limited to: verifying the presence of satisfactory circuit breakers within cottages, placing limitations on the maximum “BTU” of allowed AC units, placing limitations on the number of allowed AC units per cottage, placing a cap on the total number of ACs allowed in the Village overall, determining the manner by which AC approvals are allocated (and timing of such approvals), and monetary surcharges. Further, and also for the avoidance of doubt, the Board may change this policy and/or revoke AC privileges at its discretion at any time.

For the 2021 season, the additional conditions regarding ACs are: 1) limiting 1 AC per authorized Unit 2) the maximum BTU per AC unit shall be 8,000 3) those Units approved for ACs shall pay \$100 per season to cover the additional electrical cost associated with running the AC 4) Approved units with A/C's shall not be barred from renting out their cottage with the A/C installed and shall not be required to remove the A/C every time the unit owner departs the village and 5) for the 2021 season and beyond, the Board will set a deadline to receive A/C requests. AC approvals shall be valid for the active season and must be reapplied for in the off season. *As our electrical infrastructure is improved, this rule may be removed. The Board will notify Villagers of any changes in the coming seasons.*

10. At the close of each season, all garbage cans, tables, chairs, etc., shall be secured or placed inside cottages or structures.
11. Exterior fireplaces and propane appliances, such as fire pits, chimineas, fire places, and propane heaters, are permitted in the village as long as they are contained in metal, brick, stone, or other suitable material and not directly on the ground. Campfires are not allowed. No fire shall be left unattended and a means to extinguish any and all fires must be readily available (sand, charged hose line, fire extinguisher, fire blanket, etc.)
12. Unless otherwise prohibited by law, Tents are allowed in exclusive use areas only on a single night basis provided they are no larger than 8'x8' and are only set up after 6:00PM and are taken down by 10:00AM

13. . Tents are NOT allowed to be set up in any common space without permission from the Board or Manager.

- a. For owners and their guests that wish to set up a camping tent on common space to enjoy the “outdoor camping” experience, prior approval must be granted by the Board or Managers, including the proposed location that you wish to set up the tent. If permission is granted, the above rules apply for size and duration.

L. FINE GUIDELINES

The following schedule is illustrative of the typical fine structure that may be imposed for violations of the rules (excluding air conditioner rule violations), however actual fines levied may be adjusted based on the discretion of the Board of Managers. Fines for unauthorized Air Conditioners shall carry higher and immediate fines as determined by the Board of Managers.

1. First offense - warning letter mailed to home residence. Certified mail to ensure notice was made.
2. Second offense – infraction certified letter mailed to home residence and a fine of \$50 added to HOA bill.
3. Third offense – infraction certified letter mailed to home residence and a fine of \$150 added to HOA bill.
4. Fourth and subsequent offenses- infraction certified letter mailed to home residence and \$300 fine for all 4th and subsequent violations.

Offense notification and subsequent violation notification shall not occur within 30 days of each other from the postmarked date. This is in order to give the cottage owner enough time to receive the violation letter to their permanent home residence and either appeal the violation notice to the Board or to correct their alleged violation. Appeals to the Board for any violation may be made and shall be sustained with a unanimous vote in the affirmative by the Board. In the event the Board cannot meet its burden of a unanimous vote in the affirmative, the violation shall be dismissed and the fine assessed shall be credited if the cottage owner had already paid the fine. Each violation for the same offence shall constitute a separate and individual appeal. Appeals must be made in writing or email to the Board and Managers within 30 days of receiving the certified letter. Appeals made after the 30 days of receipt of the letter shall not be considered for appeal. This rule notwithstanding civil litigation proceedings that arise as a result of receiving a violation.

Before a violation can be issued, *clear and convincing evidence* must be provided to the Board or Managers. Violations shall be sustained on appeal under the same burden of proof.

Fines collected as a result of rule violations shall be used by the capital reserve fund to improve the infrastructure of the village.

Fines must be paid in full before any owners will be allowed to petition the ARC for a work permit. Fines will be included in the monthly HOA fee. Fines not paid after 60 days from the decision date shall be subject to a 10% compounding late fee for every month the fine is unpaid thereafter.

Violations will have a three year look back from the date of the alleged violation for subsequent violations. Subsequent violations must be for the SAME type of violation. *(Example; if an owner is accused of a first offense noise violation and later in the season is accused of speeding in the village, that speeding is also a first offense, because it is a different type of violation)*

Villagers who observe violations are encouraged to contact the Condominium Managing Agent with their concerns.

Villagers are asked to be patient with the Rules Committee, the Board, and First Property Management as we evaluate the best method to enforce these rules and implement a standard of living that all villagers can adhere to. We ask for everyone's voluntary compliance with these rules. We want all villagers to understand that rule violations may not be addressed immediately on the day of the offense, due to the Rules Committee and Board being comprised of volunteers, but rest assured we will address each and every complaint. In the event a complaint is levied against a committee member or Board member, that member shall recuse themselves from that specific complaint investigation and vote.

We remind all Villagers that these rules address quality of life complaints and not violations of law. All owners, guests, and renters are encouraged to dial 911 in the event of an emergency or other persistent issue.

#### M. AMMENDMENTS TO THE RULES

To alleviate confusion and uncertainty within the rules, the Rules Committee and the Board have agreed to only modify the village rules during the off season and NOT make changes to the rules during the middle of the active season. This does not prohibit the Board from making emergency rule changes in the middle of the season to address unforeseen circumstances, but the Rules Committee will not make sweeping changes to these rules during the active season. The Rules Committee will hold regular meetings during the active season and all Villagers are encouraged to attend and make recommendations to the rules that they think will make our community stronger. The Rules Committee welcomes input from all owners and family members for additions and subtractions to the rule and to help us create and maintain an environment where all Villagers feel welcome and at home.