

**GOLDEN POND CONDOMINIUMS  
PRELIMINARY USE AND OCCUPANCY RESTRICTIONS**

1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units, the use of condominium property shall be subject to the following limitations:

a. Residential use. Condominium units shall be used exclusively for residential occupancy. No unit or common element shall be used for any purpose other than as a single-family residence or for other purposes customarily incidental to that use, except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.

b. Common areas. Only co-owners of units in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the units and for other purposes incidental to the use of the units. Any recreational facilities, storage areas, and other common areas designed for a specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.

c. Specific prohibitions. Without limiting the generality of the preceding provisions in this article, the use of the project and all common elements by any co-owner shall be subject to the following restrictions:

- 1) No part of a unit may be rented and no transient tenants may be accommodated in a unit. However, this restriction shall not prevent the rental or sublease of an entire unit for residential purposes as provided in Article IX.
- 2) No co-owner shall make any alterations, additions, or improvements to any general common element. Lot owners shall maintain the exterior of all improvements on the burdened premises in a neat and attractive manner and in a good state of repair.
- 3) No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the condominium property by its residents be permitted. No immoral, improper, offensive, or

- unlawful use shall be made of the condominium property or any part of it.
- 4) No burning of brush, leaves or refuse is allowed on the premises.
  - 5) No signs, banners, or other such advertising devices shall be displayed that are visible from the exterior of any unit or on the common elements, except one sign of not more than five square feet advertising the property for sale. Signs which are allowed must be maintained in good condition at all times and removed upon the termination of their use.
  - 6) No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a unit or inside the unit in a way that is visible from the outside of the unit, except for draperies, curtains, blinds, or shades of a customary type and appearance.
  - 7) No co-owner shall use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the condominium premises.
  - 8) No animals, including household pets, shall be kept without written consent from the association. The board of directors may revoke such consent at any time. Pets permitted by the association shall be kept in compliance with the rules and regulations promulgated by the board of directors and must always be kept and restrained so they are not obnoxious because of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.
  - 9) The association may charge any co-owner maintaining animals a reasonable additional assessment to be collected as provided in these bylaws if the association determines such assessment to be necessary to defray the maintenance costs to the association of accommodating animals within the condominium. The association may also, without liability to the owner, have any animal removed from the condominium if it determines that the presence of the animal violates these restrictions. Any person who permits any animal to be brought on the condominium property shall indemnify the association for any loss, damage, or liability the association sustains as a result of the presence of the animal on the condominium property.
  - 10) Co-owners shall park their automobiles and light trucks in the garage or on the driveway situated on a unit (unless this provision is waived or modified by the Association as to a particular unit or units). No boat trailers, boats, camping and recreational trailers and vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles or light trucks shall be parked on condominium property, outside of a garage, for more than 24 hours without written consent from the Association, and no snowmobile or other motorized vehicle shall be operated on the condominium property. Notwithstanding the previous provision, an occupied camping or recreational trailer or vehicle may be parked in the driveway of a unit for a period not exceeding 7 consecutive nights, but for no more than 7 nights (whether or not consecutive) in any 30-day period. All vehicles,

recreational vehicles and trailers shall have current registration or license and be suitable for use on public property. No inoperable vehicle of any type may be brought or stored upon the property temporarily or permanently. No house trailers will be allowed on the Condominium premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register all vehicles maintained in the Condominium with the Association. No go-carts or other children's motorized vehicles shall be operated on the common areas.

- 11) All garbage, trash and refuse of any nature shall be stored in closed containers properly concealed from public view and shall be promptly and properly disposed of off of the condominium property. The condominium property shall not be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials, except for such materials as are necessary for and used in the course of construction of improvement to the property. Such construction materials must be removed promptly upon completion of construction.
- 12) No further division of any lot shall be permitted at any time.
- 13) In the absence of an election to arbitrate pursuant to Article X of these bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.

2. Construction Standards. The following restrictions will apply to construction by Co-owners on their units:

- a. Site Plan Review. The Developer or his designated agent(s), as Design Agent, shall review and approve the placement, design and exterior finish of the dwelling as well as other buildings and site improvements (including free standing mailboxes and free standing outdoor lighting fixtures) for any building or site improvement on any lot. This review applies to the original building and improvements and to later additions, alterations or improvements to the exterior thereof. The documents specified in subsection (m), below, shall be submitted for review.
- b. Residence Structure Area. No dwelling shall be erected, altered, placed or permitted to remain on the Unit unless the structure shall have an area above grade level on at least one floor of 720 square feet or more. In computing the area, portions of the structure included within exterior walls, partitions, and bay windows (if fully enclosed) shall be included. Porches, breezeways, basements and garages shall not be included.
- c. Height. All buildings shall comply with the applicable zoning ordinances and building codes.

- d. Setback. Building setbacks shall be subject to the Design Agent's approval.
- e. Construction Standards. All construction must meet the BOCA Building Code together with state and local ordinances and regulations. No dwelling shall be erected on any lot having exterior side walls less than 8 feet in height and having a roof pitch less than 4-12.
- f. Garages. An enclosed 2-stall garage, shall be attached to and become a part of the main structure. Garages, breezeways and porches shall have exterior walls constructed only of materials permitted for use on the main residence structure. Garage doors shall be no higher than 8 feet maximum.
- g. Outbuildings. No outbuildings, sheds or detached buildings of any kind shall be allowed.
- h. Length of Construction Period. All buildings commenced and/or remodeled shall be completed on the exterior within twelve months after start of construction, and all construction waste materials (including excess soil) shall be removed from the premises or stored within the building. All landscaping shall be finished within one year after start of construction. Excavation starts the beginning of construction. The unit Co-owner shall be responsible for keeping the common areas free from construction waste materials and soils from his unit.
- i. Utilities. All utilities shall be located underground. The Co-owner shall notify the Developer when electric service is furnished to the Unit.
- j. Fences and Markers. No fences shall be permitted (except as part of a deck or patio) unless approved by the Design Agent. No lot line nor corner markers shall be erected by Co-owners. No chain link or wire fences of any kind shall be permitted.
- k. Paving. Driveways and sidewalks shall be surfaced with concrete, asphalt, brick, or paving stone, and shall match into the edge of existing streets and sidewalks.
- l. Landscaping. Lawns must be sodded or seeded within one year from start of construction unless otherwise specified in the site plan approval. Trees over 8" in diameter, measured at 36 inches above grade, (unless dead or diseased) cannot be removed without Design Agent's approval. Other landscaping (other than berms or other earth contouring) may be done without Design Agent's approval and shall be maintained in a healthy and attractive condition by the Co-owner.
- m. Building Plan Review.

- 1) Preliminary Plans. Preliminary plans should include the site plan, and elevations of all sides of the home. A color rendering of the home with landscaping is desirable.
  - 2) Materials and Colors. Material and color selection for all the exterior elevations are to be submitted, specifically masonry, siding, trim, garage door(s) and roof.
  - 3) Final Approval. For final approval, the site plan and elevations shall incorporate any required revisions from the preliminary submission.
- n. Outside lighting. All outside lighting on the premises must be directed downward and be placed no higher than ten (10) feet above grade. No yard light shall be left on all night.
- o. Swimming Pools. No swimming pools shall be permitted on the premises.
- p. No manufactured housing, mobile home, house trailer or dwelling transported on its own axles and wheels or normally supported on its own frame will be placed upon the premises. No house or structure of any kind may be brought to the premises on wheels except for an outbuilding permitted in sub-section g. above.
3. Rules of conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least 10 days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than 60 percent of all co-owners, in number and in value.
4. Remedies on breach. A default by a co-owner shall entitle the association to the following relief:
- a. Failure to comply with any restriction on use and occupancy in these bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.
  - b. In a proceeding arising because of an alleged default by a co-owner, if the association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine.
  - c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce

the provision in the future.

An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

5. Use by the developer. While a unit is for sale by the developer, the developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the developer and each unit is occupied by the purchaser, the developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The developer shall restore all areas and equipment to reasonable status when it is finished with this use.