

**Amendments to Rules and Regulations dated December 2012**

**Leasing and Enforcement Rules/Policies for West Cove A**

**Revised August 8, 2019**

<http://www.belleterreus.com/>

**Pursuant to Article V, Section 9 of the By-Laws of the West Cove "A" Condominium Association, the Board of Directors met on August 8, 2019 and unanimously voted to approve the following changes to the Rules and Regulations Policy recorded at the Sullivan County Registry of Deeds on December 21, 2012:**

- 1. Delete the existing Section 28 through 35 under LEASING OF UNITS and replace with the following:**

**LEASING OF UNITS**

**These following rules/policies apply to all rentals, regardless of how the rental agreement is transacted (directly with the owner, through a real estate agency, on-line organizations, etc.) as well as to non-paying guests when the owners are not present.**

28. For the protection of any owners wishing to rent their units at any time, the Board and Management Company require that all rental agreements should be in writing and must be consistent with requirements of New Hampshire laws and regulations.
29. Owners must fill out a Tenant Contact Form for all rentals. This is also true for non-paying guests (family/friends) when the owners are not present. A copy of the required Tenant Contact form, which must be returned to and filed with the Association's managing agent no less than five days prior to beginning of rental period, is available from the management company's office or the website of the Association (<http://www.belleterreus.com/> ).
30. Units must be rented as single-family residences only. No unit owner may lease rooms or operate a boarding house.

31. Owners are responsible for ensuring the tenants or guests are aware of the rules and policies. Rule violations will result in owners being subject to fines.
  - a. A complete set of Rules for Rentals can be downloaded from the Belle Terre website ([www.belleterreus.com](http://www.belleterreus.com)). For the owner's protection, this needs to be reviewed, signed by the renter(s) of record, and returned to the unit owner.
  - b. A one-page synopsis of the WCA rules will be provided annually to each owner. The Board and Management Company feels it is in the best interests of each owner who rents or has guests to post these rules in their unit. **THIS ONE-PAGE SYNOPSIS IS NOT A SUBSTITUTE FOR THE FULL SET OF RULES REFERRED TO IN 31a ABOVE.**
32. The owner or his/her designated representative must be available to intercede if tenants or guests do not abide by the rules/policies. Failure on the part of the owner to act and/or the tenant to abide by the rules of the condominium association will result in fines assessed to the owner.
33. If renters want to bring pets, a pet registration form available at [http://www.belleterreus.com/A\\_Pet\\_Registration\\_Form\\_Revised\\_2013.pdf](http://www.belleterreus.com/A_Pet_Registration_Form_Revised_2013.pdf) must accompany the Tenant Contact Form. **Pets must be under control by their owner at all times and leashed when on West Cove "A" property. All pet wastes must be immediately removed and disposed of in designated trash receptacles along the fire roads.**
34. All tenants leasing for six [6] months or longer must obtain an HO4 insurance policy to include a minimum of \$300,000 [Three Hundred Thousand Dollars] Liability Coverage. The unit owner must provide the Association with a copy of their tenant's Evidence of Insurance within 10 days of occupancy.
35. The unit owners are responsible for providing their tenant with the appropriate parking hanger. All owners will be provided with two parking hangers that can be kept within each unit. All tenants' vehicles must prominently display the required West Cove "A" parking hanger. Owners may pick up replacement hangers from the Belleterre office as needed. The

unit number must be on each hanger. Hangers should be left in the unit upon the tenant/guest's departure for use by the next tenant/guest.

36. Each unit has a maximum of two parking spots available to it. Any renters with more than two cars must work through the owner to identify suitable parking spaces within or outside of West Cove A for additional vehicles beforehand. Contact the ECA for possible alternate locations outside of WCA. Contact neighbors to see if they have an unoccupied space. Parking around the traffic circle on lower Bay Tree Lane can block emergency vehicle access and will not be tolerated.
37. Unit owners leasing their units are liable for the actions of their tenants and are responsible for unpaid assessments and fines incurred by misdeeds of their tenants. Any costs associated with a rental will be assessed to the unit owner. If the Board notifies a unit owner that his tenant has repeatedly violated the Declaration, Bylaws or Rules and Regulations, the unit owner shall immediately terminate the lease and initiate eviction proceedings against said tenants. Failure to comply with this paragraph shall constitute a violation of these Rules and may result in a fine to be determined by the Board up to \$1,000.00 and an additional \$100/week in which the tenants remain in the unit.
38. No sublease of any unit is permitted.
39. By renting a unit the owner certifies that the lessee has been made aware of and understands the following statements:
  - a. The renter or lessee has received, read and will abide by all provisions of the Association's Declaration, Bylaws and Rules.
  - b. The lease will be terminated, and eviction proceedings will be initiated upon the owner being notified that the tenant has repeatedly violated the Declaration, Bylaws or Rules of the Condominium Association.
  - c. West Cove A is a residential community. Late-night and early-morning noise is disruptive and discourteous to neighbors. Eastman Security or local police will be called to intervene. The owner will be placed on notice.

## **ENFORCEMENT COSTS/COMPLAINT AND APPEAL PROCEDURES/FINES**

40. Costs and expenses, including reasonable attorney's fees, incurred in enforcing Association Rules, shall be assessed by the Board against the Unit Owner whose tenants or guests are responsible for the violation.

### **41. Complaint and Appeal Procedures**

a. All complaints of violations of the Declaration, Bylaws and Rules and Regulations must be in writing, directed to the Board and signed by the complaining party. Complaints should state the nature of the violation, the time and place the violation occurred, the facts that give rise to the violation and the unit number or name of the party violating the Declaration, Bylaw or Rule or Regulation. All complaints must contain the name, unit number and telephone number of the complaining party.

b. Upon receipt of a complaint, the Board shall investigate the complaint and determine whether it is founded.

c. If the Board determines that the complaint is founded, it shall direct that notice be sent to the owner of the unit where the violation is occurring stating the date, time and rule violated and requesting that the owner cease the conduct, cease allowing the conduct, or correct the violation by a Board designated date. This shall constitute a first notice of violation.

d. If immediate action is required and the Board cannot reach an owner or his/her agent to correct the situation, the fines will begin. Eastman Security or the local police will be notified and asked to intervene.

d. While complying in the interim, an owner who wishes to contest any decision or notice directed to him by the Board shall notify the Board in writing on or before the date enumerated in c. above, and may appear at the next Board meeting to appeal the Board's decision or notice.

e. If the owner does not contest the notice and the Board determines that compliance has not occurred and/or there is a repeated violation of the rules, the Board may impose a fine on the owner and may invite the owner to attend the next Board meeting to discuss the violation. The renter who

caused the violation may also attend the meeting, on the condition that he/she is accompanied by the owner.

f. If any such violation or fine is contested, the Board at its next regular Board Meeting shall conduct a hearing of all facts and render a finding in writing and notify the owner of its decision. The decision shall state the facts found and if warranted, impose a fine, ban the offender from the common facilities and/or direct that legal action be taken to enforce the condominium instruments. All fines are considered an assessment against a unit and shall be payable within thirty (30) days after the date of the Board's decision. 8

g. The unit owner may, after payment of all fines, appeal any fine or decision of the Board to the entire membership at any annual or special meeting of the Association. A vote of the majority of those in attendance at any meeting held where a quorum is present shall be binding on the Association.

42. If a violation of the Declaration, Bylaws or Rules, in the sole opinion of the Board, endangers the health, safety or welfare of the residents or risks damage or destruction of the condominium property, the Board may authorize immediate legal action to enjoin and abate the violation.

43. The fine structure shall be as follows:

a. A first offense shall result in a warning phone call with email confirmation to the owner and/or the owner's designated representative, which will include a time frame in which the problem needs to be abated. If the problem is not resolved in that time frame, it becomes a second violation.

b. A second violation shall result in a \$50.00 fine. Notice of each offense will include a time frame in which the problem needs to be abated. If the problem is not resolved within that time frame, it becomes yet another violation.

c. A subsequent offense shall result in a fine of not more than \$100.00 for each offense and the Board may direct that legal action be taken to enforce the condominium instruments. The attorneys' fees and costs of such action will be assessed to the violating unit.

d. Each time a problem persists beyond the stated time frame for resolution will count as a separate violation.

e. All costs incurred by the Association as a result of a violation are the responsibility of the Unit Owner.

f. All unpaid fines will continue to accrue interest.

Any Notice required by this section shall be deemed given when it is given in hand to the unit owner or by phone call with email confirmation mailed to him/her by the Board.

Adopted by the West Cove A Board of Directors on this 8<sup>th</sup> day of August 2019.

Paul Etkind

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