

**PERMANENT RULES OF THE SOUTH POINTE
HOMEOWNERS' ASSOCIATION, INC.
Effective March 25, 2008, Modified February 4, 2024**

I. Promulgation

The following rules are promulgated by the Board of Directors pursuant to Section 14.2 of the Declaration of Planned Community for South Pointe (hereafter "Declaration") to be effective immediately and to supersede the Stopgap Rules which were promulgated on April 10, 2007.

A. **Property:** The property subject to the following rules includes Lots 1 through 37 shown on the approved Subdivision Plat prepared by Lamoureux & Dickinson Consulting Engineers, Inc., and recorded as Page 2 of Slide 437 in the Plat Cabinet of the City of South Burlington Land Records, except that the rules do not apply to Lot 32 until such time as this lot is owned by The Snyder South Pointe Limited Partnership or a successor to it.

B. **Purposes:** The following rules are intended to maintain the architectural integrity of the development, promote the attractiveness of the development, promote good environmental practices, maintain compliance with permit conditions, and protect the quiet enjoyment of lots in the development.

C. **Derivation:** The following rules incorporate the principal requirements of Article 14 of the Declaration for convenient reference and are more extensive and stricter in some respects to facilitate achievement of the stated purposes.

D. **Non-exclusivity:** The Property subject to the following rules is also subject to multiple permits from state and local governments and agencies which are not incorporated in the following rules. To the extent of any conflict, the stricter requirement will be applicable.

E. **Occupants bound:** All provisions of the following rules apply to the conduct of members of the Association and also are applicable to all occupants of the Property. (Declaration, Section 14.2)

F. **Exceptions:** Members may apply for exceptions to the following rules. The Board of Directors will grant exceptions sparingly and only for good cause.

G. **Amendment:** The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete Permanent Rules. Such actions taken by the Board, without consent of the members, shall be reserved for temporary actions to resolve urgent unanticipated special circumstances. Such temporary actions shall be immediately noticed to all Lot Owners and shall be binding upon all Lot Owners and occupants until approved, canceled, or modified at the next regular or special meeting of the membership by vote of the members holding a majority of the total votes in the Association. The Board of Directors, individual members and committees may recommend new rules or modification or cancellation of existing rules by presenting these recommendations to the Association for a vote of the members holding a majority of the total votes in the Association at the next regular or special meeting of the membership. (Declaration Section 14.2)

II. Administration of Association

A. **Permit applications:** Applications for approval of the use or modification of Lots, Property or Common Elements under the terms of these rules must be made in writing to the Board of Directors. This includes, but is not limited to, such things as major repairs to or renovation of exterior elements of homes—decks, porches, patios, etc.—or modification, removal, addition, or significant maintenance of Common Elements by homeowners or Committees—Trees, Shrubs, Front Gardens, Pond, etc. A form has been created for submittal to the Board “South Pointe Homeowners Modification/Work Request Form”. The form is available on the Website as a PDF document or upon request as a Word document. The form may be submitted in writing or electronically; including sketches, photographs or drawings is encouraged. If submitted in writing to the Board of Directors, an original for the records of the Association and five copies for the directors are required. If submitted by email, the completed form and supporting documents are to be emailed to each director. Applications must be reasonably specific in relation to the action sought, including a scale drawing for improvements exterior to a Dwelling.

B. **Permit hearings:** Applications normally will be considered by the Board of Directors at its next regular meeting. If an application is not received at least a week in advance thereof, consideration may be delayed to the second regular meeting after receipt.

C. **Permit issuances:** The written approval for any proposed use, if granted, will be styled as a permit and will be revocable unless otherwise stated. Approvals are only given in writing.

D. **Association contracts:** Contracts of the Association are entered into only by the Board of Directors and its duly authorized officers. No member is permitted to obligate the Association unless authorized by a vote of the Board of Directors.

E. **Enforcement of rules:** The Association, acting through its Board of Directors, has the standing and power to enforce these rules. (Declaration, Section 14.2)

III. General Requirements

A. Use of Lots:

1. **Lots 1-31** (and Lot 32 when applicable): The Dwellings on Lots 1 through 32 may be used only as single-family homes. Neither the garages nor unfinished basements on these Lots may be occupied as living space. (Declaration, Sections 14.4, 14.12, 14.16) The garage on each Lot is restricted to use as parking space for vehicles belonging to residents of the Lot. (Declaration, Section 14.12)

2. **Lots 33-37:** Members are not permitted to construct or place any objects, either temporary or permanent, on these Lots unless authorized by the Board of Directors.

B. **Prohibited vehicles.:** No unregistered motor vehicle, or any boat, boat trailer, snowmobile, snowmobile trailer, camper, truck (other than pick-up trucks) or recreational vehicles may be parked, stored, or maintained on any portion of the Property, except as qualified under "Other Specific Rules". (Declaration, Section 14.12)

C. Leasing/Renting:

Short-term lodging and/or tourism-related rentals / leases of any kind are not allowed. Lots may be leased only for single-family residential use. Leases will be limited to no more than 2 unrelated individuals. All lot leases shall have a minimum term of 6 months. Leasing of lots is limited to those with private ownership. Lots are not eligible for lease until they have been occupied by the owner(s) for at least 12 months. New owners experiencing transition or timing challenges may lease the lot prior to their occupancy but are then expected to meet the home occupancy requirement before being eligible for another lease. Lots may not be sublet by lessees. Room rentals are not allowed in leased homes. No more than 7 lots (20% of total as Rental Cap) can be leased at any time. If an owner wishes to lease their property and there are 7 lots currently under lease, they will be added to a wait list maintained by the board.

All leases, shall require, without limitation that the tenant(s) acknowledge, in writing, receipt of a copy of the Declaration, Bylaws, and Permanent Rules of the Association. The lease shall also obligate the tenant(s) to comply with the foregoing and shall provide that in the event of noncompliance, the Association, in addition to any other remedies available to it (fine / lien per Declaration, Article 12.1(b)), may, in the event the Lot Owner shall fail to initiate and reasonably maintain an action to evict the tenant(s) after written request to do so by the Association, evict the tenant on behalf of the Lot Owner and specifically assess all costs associated therewith against the Lot Owner and the Lot Owner's property (Declaration, Section 14.18). Lot owners must notify the board of their intent to lease and provide copies of a signed acknowledgement of receipt of the Declaration, Bylaws, and Permanent Rules of the Association and the lease noting obligation to comply with the same to the board.

Initial leases do not require board approval, but lot owners are responsible for checking with the Board of Directors to make sure the 7-lot limit has not been reached. Subsequent or extended leases require pre-approval by the board using the South Pointe Lease Application form. The Association will review Lease Applications with a bias towards approval as long as the Lot Owner has maintained the property in line with neighborhood norms and the Lot Owner has supported all Permanent Rule enforcement requests made in writing by the Association. Unapproved tenants may be subject to eviction.

Exceptions to some of these rules may be made at the Board of Directors discretion for unexpected hardships such as a death in the family, nursing home stay, loss of job, remote job assignment, new disability, etc. Loss of lease income does not qualify as a hardship. If a home is inherited, it may be leased without meeting the owner occupancy requirements. However, continued lease approvals are dependent on meeting the home maintenance and Permanent Rule enforcement requirements. Exception requests shall be made using the South Pointe Lease Application form.

Lot Owners may rent rooms as long as they remain living in the home throughout the rental period. Room rentals are limited to 2 renters. Room rental shall be for a period of at least 1 month. Lot Owners and renters are subject to the same expectations for compliance with and / or enforcement of the Permanent Rules as lease tenants are. Lot owners are asked to notify the board when they have one or more renters living with them.

D. Grading and Drainage: The grading and drainage patterns of any Lot in the Property may not be altered by any member for any reason. (Declaration, Section 14.9)

E. Assessments: Members are obliged to make timely payment of the Common

Expense assessments voted by the Board of Directors. (Declaration, Section 10.7)

F. **Resale of Lots:** A member conveying a Lot is required to provide a resale certificate to the purchaser before closing the sale. (27A V.S.A. Section 4-109)

G. **Website:** Members are not permitted to divulge the username and password of the Association website to non-members.

IV. Exterior and Interior of Dwellings

A. **Air conditioners:** Central air-conditioning units are permitted only at the rear of Dwellings except for the four houses on Lot 32 where the contractor installed them on the side of the dwelling. (Declaration, Section 14.10) Room air-conditioning units are prohibited in the front of Dwellings but may be allowed on the sides or rear of Dwellings if approved by the Board of Directors.

B. **Clotheslines:** Temporary clotheslines or drying racks may be placed on the back decks or patios of Dwellings, but otherwise are prohibited.

C. **Exterior changes generally:** No building, fence, wall, or other structure may be commenced, erected, maintained, or placed on a Lot, nor may any addition or external alteration be made, until the design and location or alterations have been approved by the Board of Directors. (Declaration, Section 14.10)

D. **Decks:** Decks may be constructed, modified, or enclosed within the building envelope shown on the Subdivision Plat if approval is obtained from the Board of Directors. Decks may be covered with canopies or awnings provided that the installation does not exceed the perimeter of the deck.

E. **Flag display:** Brackets for the display of flags are permitted on the front side of Dwellings. Freestanding flagpoles are prohibited anywhere on the Property.

F. **Heating:** Installation and/or use of electric resistance space heating is prohibited. (Declaration, Section 14.19(b))

G. **Lighting:** Exterior lighting, other than that installed by the builder of a Dwelling, requires approval from the Board of Directors. Approval will not be given for motion or heat actuated lighting that is tripped by passing motor vehicles on the street or pedestrians walking on the sidewalk. Nor will approval be given for lighting that disturbs other members. (Declaration, Section 14.14) Holiday lighting and decorations which are not a nuisance to other members are permitted for four weeks before, and three weeks after, a holiday.

H. **Noise:** The production of sound on any Lot which is audible inside of the Dwellings of any other members is prohibited unless the other members so affected give their consent.

I. **Plumbing:** No alteration may be made to any Dwelling which would reduce the effect of the water-conserving plumbing fixtures or insulation, including low-flush toilets, low-

flow showerheads, and aerator or flow-restricted faucets. (Declaration, Section 14.19(a))

J. Satellite dishes and other antennas: To comply with federal law, satellite dishes no greater than 18" in diameter may be installed on the side or rear exterior wall of any Dwelling. Any other antennas to be installed exterior to a Dwelling require approval from the Board of Directors. (Declaration, Section 14.11)

K. Storm and screen doors: Approval is given by the Board of Directors for the installation of storm and screen doors on any Dwelling. Members are permitted to choose the color and style.

V. Other Specific Rules

A. Animals: No animals, or fowl, except domestic pets, may be kept anywhere on the Property. As to dogs and cats, each member is permitted to have a maximum of two animals. When dogs are outdoors, they must be on leash or contained within invisible fence. Invisible fences may be installed and maintained with the approval of the Board of Directors, but they generally will not be allowed near a sidewalk or more than half the distance to adjacent Dwellings or a boundary line of the Property. Members are required to immediately pick up and properly dispose of their dogs' excrement wherever deposited on the Property. When outside, dogs must be monitored to assure the dog does not cross the boundary of an electric fence or create excessive noise. A member's ownership and management of any dog is subject to restriction by the Board of Directors if the dog creates a nuisance in the neighborhood of the member's Dwelling. Complaints received by the Board of Directors will be brought to the attention of the owners. Continuation of complaints due to failure of the owners to comply with the Rules for leashing, noise or waste pick-up may result in the assessment of fines and/or additional actions to alleviate the nuisance created by the pet. (Declaration, Section 12 and Section 14.5)

B. Birdhouses, birdbaths, and feeders: These may be located on poles in proximity to a member's Dwelling or on trees behind the member's Dwelling but may not be located more than half the distance to other Dwellings or at sites which would interfere with lawn maintenance.

C. Business use: Any business use of a Dwelling which creates daily motor vehicle traffic on the streets of South Pointe at Spear requires approval by the Board of Directors. Any business use which is determined by the Board of Directors, in the exercise of its discretion, to be inconsistent with the residential character of the development is prohibited.

D. Fences: Fences, other than invisible fences approved by the Board of Directors for controlling dogs, are prohibited.

E. Fuel storage: No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Property, except for propane, and not more than five (5) gallons of other fuel stored on each Lot for emergency purposes and operation of generators, snow blowers, lawn mowers and similar tools or equipment. (Declaration, Section 14.15)

F. **Landscaping:** Members may plant flowers, shrubs, and bulbs within three (3) feet of their Dwellings, but on the condition that they maintain such plantings. Members may not cut down any trees unless approval is obtained from the Board of Directors. Members may plant and maintain trees and bushes with approval from the Board of Directors as to specie, size, and location, but on the condition that they maintain such plantings. Lawn ornaments are permitted within gardens surrounding Dwellings; otherwise, they require approval from the Board of Directors. New patios or modifications of existing patios require approval from the Board of Directors.

G. **Parking vehicles:** Except in unusual circumstances, members' motor vehicles must be parked in their garages or driveways. Blocking the sidewalk partially or totally with a motor vehicle or trailer is prohibited. Parking which interferes with motorized mail delivery to the mailboxes along the streets is prohibited. Parking an RV or boat trailer in a driveway for a few days in the spring or fall with obstruction of the sidewalk is permitted unless a resident notifies the Board of Directors of an objection.

H. **Signs:** One or two political signs are permitted in the front yard of a Dwelling for up to four weeks before an election or city meeting and must be removed within one week thereafter. Otherwise, no signs, signboards or advertising structures of any kind shall be erected or placed on the Property at any time except for one sign in front of a Dwelling advertising it for sale and a second sign for the same purpose at the entrance to South Pointe at Spear. (Declaration, Section 14.7)

I. **Trash:** There shall be no disposal of trash, rubbish or garbage or the burning of same on any Lot. (Declaration, Section 14.8) Trash may not be stored outside a member's garage except for a small container for pet waste. Containers for trash and recycle items may be placed at one side of the entrance to a member's driveway the night before or the morning of a scheduled pick-up.

J. **Yard furniture:** Placement of outdoor furniture beyond the limits of a patio requires approval from the Board of Directors.

VI. Usage of Lot 36

A. **Travel:** Members and their guests may travel on foot and use skis and snowshoes in Lot 36. Bicycles and motorized vehicles are prohibited.

B. **Trails:** The establishment and maintenance of footpaths on Lot 36 by members may be done only as authorized by the Board of Directors.

C. **Preservation:** Members are prohibited from mowing or cutting anywhere on Lot 36 absent authorization from the Board of Directors.

Dated at South Burlington, Vermont, this 25th day of March 2008 and Modified February 4, 2024

Board of Directors:

Jeff Hawkins
Tom Soltis
Bob Bramley
Barry Cousins
Cathy Frank

(Signatures are on Original)