

THE PEAKS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

(In accordance with Section 10.1 of The Peaks Homeowners Association Bylaws)

WHEREAS, in accordance with The Peaks Amended Declaration of Covenants; AND

WHEREAS, pursuant to and in accordance with Section 10.1 and Article VIII of The Peaks Amended and Restated Bylaws, The Peaks Homeowners' Association (the "Association") by vote of sixty-five (65%) percent of its members, at any meeting in which there is a quorum, the Association may approve, consent and adopt Rules and Regulations; AND

WHEREAS, the Association by the required sixty five percent approval vote of the Association members held at the meeting of May 1, 2023 for which proper notice had been given and for which there was a quorum, voted to approve the below stated Rules and Regulations which shall apply to all Peaks Homeowners Association lot owners, members and their guests, tenants and their third party contractors

The following Rules and Regulations are hereby adopted and shall be applicable to all Peaks Homeowners Association lot owners, members and their guests, tenants and their third-party contractors

- 1) **Animals:** In accordance with Restrictive Covenant #14 in The Peaks Subdivision Amended Declaration of Restrictive Covenants dated May 1, 2006: No Poultry, swine, livestock, or other animals shall be kept on the property, except household pets of a kind and number normally housed in a residence. All pets shall be restrained so as not to become a nuisance or offensive to other owners and shall not be allowed off the owner's lot, except on a leash or other restraining device. There shall be no breeding of animals permitted on any lots.
- 2) **Prohibited Vehicles:** In accordance with Restrictive Covenant #15 in The Peaks Subdivision Amended Declaration of Restrictive Covenants dated May 1, 2006: No more than one (1) unregistered vehicle, of any nature or design, shall be brought upon, or be maintained, or be permitted to remain on any lot at any time unless fully garaged from view.
- 3) **Nuisances:** In accordance with Restrictive Covenant #16 in The Peaks Subdivision Amended Declaration of Restrictive Covenants dated May 1, 2006: No dumping of garbage, rubbish, or other refuse or hazardous or toxic material shall be permitted.
- 4) **Signs:** In accordance with Restrictive Covenant #18 in The Peaks Subdivision amended Declaration of Restrictive Covenants dated May 1, 2006: No signs, billboards, posters, or advertising of any character shall be erected, permitted, or maintained on any lot except one sign, no greater than four (4) square feet in size identifying the owner of the lot and lot number.

5) **Firearms and Hunting:** In accordance with Restrictive Covenant #14 in The Peaks Subdivision Amended Declaration of Restrictive Covenants dated May 1, 2006: Firearms shall not be discharged on said premises. No hunting, by any means, shall be permitted on the premises.

6) **Common Courtesy Quiet Hours:** In accordance with Restrictive Covenant #33 in the Corrective Third Amendment to The Peaks Subdivision Amended Declaration of Restrictive Covenants dated March 21, 2017:

The Peaks Subdivision common courtesy quiet hours are to be between 10:00pm and 7:00 am, seven days per week, during which time excessive noise or other disturbances are strictly prohibited.

7) **Commercial Use:** In accordance with the amendment to Restrictive Covenant #1 set out in the Corrective Third Amendment to The Peaks Subdivision Amended Declaration of Restrictive Covenants dated March 21, 2017:

All owners within The Peaks Subdivision are prohibited from renting their Peaks Subdivision lots to be used as locations for group events, such as, but not limited to, meetings, parties and weddings. All Rental agreements shall be in writing and shall clearly state no such events are permitted and that overnight occupants are limited to 12 in number.

8) **Fireworks and Other Fire Safety:** Pursuant to Restrictive Covenant #34 in the Fourth Amendment to The Peaks Subdivision Amended Declaration of Restrictive Covenants dated May 9, 2023

The following restrictions are designated to enhance fire safety and prevention throughout The Peaks Subdivision Development:

All open fires shall be contained in a non-flammable enclosure or smokeless fire pit and shall be attended by someone 18 years of age or older while in use, shall not be left unattended for extended periods and shall be completely extinguished before being abandoned.

No fireworks shall be discharged during the period March 31 through November 30 and during other periods specifically communicated by the Towns of Bethel, Newry or the Board of Directors in its sole discretion.

No sky lanterns or any type of balloon-like incendiary device that requires fire to propel upwards shall be permitted in the Development.

These Rules and Regulations shall be applied to The Peaks Homeowners Association, their guests, tenants and third-party contractors. All Homeowners are to incorporate these Rules and Regulations, where applicable, into their rental agreements and contractor agreements and share the same with their guests.


To avoid misunderstanding, Homeowners shall be responsible for the actions or inactions of their guests, tenants and/or contractors and any violation of these Rules and Regulations will be the responsibilities of such individual Homeowner, including applicable penalties and fines.

In addition to the enforcement and remedies outlined in Paragraph 30 of The Peaks Subdivision Amended Declaration of Restrictive Covenants dated May 1, 2006, and upon the Unanimous Agreement of the Board of Directors, the Treasurer shall be authorized to levy a fine of \$500 for each offense of these Rules and Regulation and such fine shall be charged as part of the annual dues.

IN WITNESS WHEREOF The Peaks Homeowners' Association has caused this instrument to be signed and sealed by John M. Reilly, its President there unto duly authorized this 9th Day of May, 2023

PEAKS HOMEOWNERS ASSOCIATION

By:


Its: President
Print Name: John M. Reilly