

*After recording, please return to:
Jacobs, Walker, Rice & Barry, LLC
146 Main Street
Manchester, CT 06042
Attn.: G.W. McCracken*

NOTICE AND INCORPORATION OF
AMENDED AND RESTATED RULES OF
BIRCHWOOD COMMONS CONDOMINIUM ASSOCIATION, INC.,
THE UNIT OWNERS ASSOCIATION OF BIRCHWOOD COMMONS
MONTVILLE, CONNECTICUT

Birchwood Commons Condominium Association, Inc. ("Association"), hereby gives notice of and certifies to the following:

- A. The Association is the association of unit owners for Birchwood Commons ("Common Interest Community").
- B. The original declaration of the Common Interest Community was dated May 12, 1988 and recorded on May 25, 1988, in Volume 201 at Page 1 of the Montville land records. An amended and restated declaration of the Common Interest Community has been adopted by the Association and recorded on the Montville land records contemporaneously with this Notice.
- C. The original rules of the Association were recorded on May 25, 1988, in Volume 200 at Page 927 of the Montville land records.
- D. Pursuant to the provisions of the Amended and Restated Declaration and Bylaws, the rules of the Association and all amendments thereto must now be recorded on the Montville land records.
- E. The original rules of the Association, as amended to date, have been further amended and replaced by the Amended and Restated Rules attached to this Notice as Exhibit A.
- F. Each and every term of the Amended and Restated Rules, and all schedules and exhibits thereto, if any, are hereby incorporated by reference as though fully set forth herein.
- G. The Amended and Restated Rules were adopted by a majority of the executive board of the Association after Notice and Comment pursuant to Sections 19.2 and 19.3 of the Amended and Restated Declaration.

H. There are no Eligible Mortgagees holding mortgages on units in the Common Interest Community.

Dated: August 8, 2019

Witnessed By:

Birchwood Commons Condominium Association, Inc.

Rolla Ben

By Kathleen Hawkins
Kathleen Hawkins
Its President

Roger Arnold

State of Connecticut)
County of New London)

ss Montreal Aug. 12, 2019

Personally appeared Kathleen Hawkins, President of Birchwood Commons Condominium Association, Inc. and acknowledged the foregoing to be her free act and deed and the free act and deed of the corporation.

Michelle Giroux
Michelle Giroux

Notary Public

My Commission Expires: 12-31-2022

Attest

Peter Hawkins

Peter Hawkins

Secretary, Birchwood Commons Condominium Association, Inc.

**AMENDED AND RESTATED RULES
ADOPTED BY THE
BIRCHWOOD COMMONS CONDOMINIUM ASSOCIATION, INC.
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**AMENDED AND RESTATED RULES
ADOPTED BY THE
BIRCHWOOD COMMONS CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
Introduction**

Section 1.1 – Identification. These are the amended and restated Rules adopted by the Birchwood Commons Condominium Association, Inc., which is the association of Unit Owners of Birchwood Commons, a common interest community established by a declaration by Pieniadz Development Corporation, was dated May 12, 1988, and recorded on May 25, 1988 in Volume 201 at Page 1 of the Montville land records. An amended and restated Declaration of Birchwood Commons has been recorded contemporaneously with these Rules.

Section 1.2 – Earlier Rules Replaced. These Rules replace any rules or regulations previously adopted by the Association, whether or not they were recorded on the land records of the town or towns in which the Common Interest Community is located.

Section 1.3 – Definitions. Words and phrases used in these Rules with initial capitalization that are defined in the Declaration shall have the same meanings given them in the Declaration.

Section 1.4 – Conflict. The use of the Property and the behavior of individuals on the Property are also governed by the Declaration. In the event of any conflict between these Rules and the Declaration, the Declaration shall control.

Section 1.5 – Persons Bound by the Rules. All Unit Owners, tenants, holders of Security Interests, and occupants of Units, and their family members, guests, employees, contractors, and other invitees shall comply with these Rules.

Section 1.6 – Provisions Repeated from Other Community Documents. Several provisions of the other Community Documents have been repeated in these Rules for convenience. These provisions are in italics. These provisions cannot be amended by amending the Rules, but only by amending the applicable portion of the other Community Documents. Other provisions of the Community Documents have been referred to in these Rules, although not repeated in full. All of the provisions of the Declaration and Bylaws apply to the Common Interest Community, whether or not they are repeated or referred to in these Rules.

**ARTICLE II
Fines and Enforcement**

Section 2.1 – Fines. Section 6.1 of the Bylaws states:

By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$50.00 per day for a violation of the Community Documents and for each day that the violation persists after the Executive Board votes to impose the initial fine.

Section 2.2 – Cost Assessment. The Executive Board may assess certain Common Expenses against fewer than all the Units in accordance with provisions of the Community Documents, including, but not limited to, Sections 17.2 and 21.2 of the Declaration.

Section 2.3 – Enforcement Generally. The Executive Board may exercise all powers conferred to it in order to address violations of these Rules including, but not limited to, the suspension of privileges in accordance with the procedures provided in Section 19.7 of the Declaration and abatement and enjoinder in accordance with the procedures provided in Section 19.6 of the Declaration.

ARTICLE III Access

Section 3.1 – Access by Executive Board. Each Unit Owner shall provide a pass key for the Unit to the Association. The Executive Board or any Person designated by the Executive Board may retain the pass keys to all Units for use in emergency situations only. Unit Owners must not alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board or any Person designated by the Executive Board with a key for each altered or new lock.

Section 3.2 – Secured Space. Each Unit may have closets, safes, or vaults not exceeding a total of 50 cubic feet in capacity that can be locked without the required access under Section 3.1 of these Rules.

ARTICLE IV Units and Common Elements

Section 4.1 – Residential Use.

(a) Subsection 9.1(a) of the Declaration states:

Residential Use. Each Unit is restricted to residential use as a single-family residence including home occupations not involving employees, regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area.

- (b) Except as permitted elsewhere in the Community Documents, including, but not limited to, Subsection 9.1(a) of the Declaration, no other industry, business, trade, or commercial activity, including, but limited to, yard, tag, or garage sales, is permitted on the Property.

Section 4.2 – Proper Use. Subject to limitations elsewhere in the Community Documents, the Common Elements shall be used only for the purposes for which they were designed.

Section 4.3 – Obstruction. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units unless permitted under the Community Documents or by the prior written consent of the Executive Board.

Section 4.4 – Electrical Usage. Total electrical usage in any Unit must not exceed the capacity of the circuits as labeled on the circuit breaker boxes serving the Unit.

Section 4.5 – Appearance.

- (a) No clothes, sheets, blankets, towels, rugs, or other items may be hung out of a building or on trees.
- (b) Nothing other than curtains, draperies, and other conventional window coverings, may be hung, displayed, or exposed at or on the outside of windows without the prior approval of the Executive Board.

Section 4.6 – Feeding Animals.

- (a) Feeding wildlife, including, without limitation, deer, turkeys, and feral cats, is prohibited. Placing food for wildlife, including, without limitation, bird seed and corn, in the Common Elements is prohibited.
- (b) Notwithstanding the foregoing prohibitions, the placement in Limited Common Elements of bird feeders that dispense bird seed is permitted from November 1 through March 1 only. The placement of bird feeders is prohibited from March 2 through October 31.

Section 4.7 – Recreation Rules.

- (a) Yards within the Common Elements are limited to the use of Unit Owners, their tenants, and their invited guests.
- (b) Boisterous, rough, or dangerous activities and behavior and activities and behavior that unreasonably interfere with the permitted use of facilities by others are prohibited.

- (c) Unit Owners, occupants, tenants, and guests may be summarily ejected from a recreational facility by an officer or manager of the Association in the event of violation of these Rules within a facility and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter, suspended for the period established following such Hearing.
- (d) Yards and surrounding areas of the Common Elements may not be abused, overcrowded, vandalized, or operated in such a way as to prevent or interfere with permitted play or use by others.
- (e) Any Unit Owner may reserve the grill area for private functions not to exceed four hours in duration by filing a request with the Association not fewer than 14 days before the date for which the function is planned. Applications must be on a form prescribed by the Association, and reservations will be granted on a first-come, first-served basis. No Unit Owner may reserve the grill area more than one time in any 30-day period.

ARTICLE V

Pets

Section 5.1 – Pets.

- (a) No animals, birds, or reptiles of any kind may be raised, bred, or kept in the Common Interest Community, except that either of the following may be kept in a Unit:
 - (i) One dog that is less than 20 inches in height at the shoulder at maturity and is of gentle disposition;
 - (ii) One or two cats; or
 - (iii) One or two other household pets approved by the Executive Board or its designee as to compatibility with the Common Interest Community.
- (b) Pets may not be kept, bred, or maintained for any commercial purposes.
- (c) No dog is permitted in any portion of the Common Elements unless carried or on a leash. For the purposes of this Subsection 5.1(c), a leash is a strap or cord for restraining and guiding a dog. Anything else that may be used to restrain or guide a dog, including, but not limited to, a device that connects to a dog's collar wirelessly, is not a leash.
- (d) All pet owners must clean up after their pets.

- (e) If the Executive Board, after Notice and Hearing, determines that a pet, or the pet's owner, has done or permitted any of the following, the owner will permanently remove the pet from the Common Interest Community upon three days' written notice of the determination:
 - (i) The pet repeatedly makes noise that disturbs Unit Owners or other occupants of Units;
 - (ii) The pet attacks or attempts to attack an individual or another pet;
 - (iii) The pet is repeatedly allowed to run loose; or
 - (iv) The owner of the pet repeatedly fails to pick up after the pet or allows the urine or droppings from the pet to accumulate or soak into any portion of the Property.
- (f) Trained guide dogs and other service animals are permitted if such animals serve as physical aides to individuals with disabilities and such animals have been trained or provided by an agency or service qualified to provide or train such animals. Other animals will be permitted as reasonable accommodations for individuals with disabilities to the extent they are permitted by applicable law.

ARTICLE VI
Additions, Alterations, and Betterments

Section 6.1 – Declaration Provisions.

- (a) Subsection 9.1(c) of the Declaration states:

Structural Integrity. Except pursuant to Article XII of this Declaration, nothing may be done to any Unit that will impair the Structural integrity of or change the Structure of any Improvement. No Unit Owner may do any work that may jeopardize the soundness or safety of the Property, reduce the value of any portion thereof, or impair any easements or any interest constituting a Common Element.

- (b) Subsection 9.2(c) of the Declaration states:

Awnings, Canopies, Etc. No awnings, canopies, shutters, or other items may be affixed to or placed upon the exterior walls or roofs of any building without the prior written consent of the Executive Board.

- (c) Subsection 9.2(h) of the Declaration states:

Color of Exterior Fixtures. No change shall be made in the color of any exterior window, door, window covering, glass, or screen, except with the prior written consent of the Executive Board under Section 12.3. All coverings of exterior doors and windows shall be uniform in color as prescribed by the Executive Board by Rule.

- (d) Subsection 9.2(j) of the Declaration states:

Landscaping. The planting and maintenance of any type of plant, shrubbery, flower, vine, or grass in the Common Elements requires the prior written consent of the Executive Board under Section 12.3. Any approved planting and maintenance are subject to the Rules.

- (e) Subsection 12.2(a) of the Declaration states:

Unless permitted by the Executive Board as provided in Section 12.3 of this Declaration, a Unit Owner or occupant of a Unit:

- (i) May not make any addition, alteration, or betterment to the interior of the Unit that may impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community or create a bathroom, kitchen, or sleeping area in the basement of the Unit; and*
- (ii) May not make any addition, alteration, or betterment to, attach anything to, or change the appearance of, any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community.*

- (f) Section 12.3 of the Declaration describes the process for obtaining the approval of the Executive Board to do anything that is otherwise prohibited or regulated under Section 12.2 of the Declaration.

Section 6.2 – Additional Common Element Restrictions.

- (a) Unit Owners and other Persons shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior approval of the Executive Board.
- (b) No furniture, equipment, carts, pools, sporting goods, or other personal property of any kind may be placed, kept, or stored in the Limited Common Elements or the Common Elements except as permitted under these Rules.

- (c) Wood-fired, charcoal-fired, or gas-fired grills, barbecues, and other outdoor cooking devices may not be used or stored on decks or balconies above ground level or in Units, as required by state law, National Fire Protection Association, NFPA 1: Fire Code (2012 edition), Ch. 10.11.6, incorporated into the Connecticut Fire Prevention Code by reference in Conn. Agencies Reg., § 29-291a-8a.

Section 6.3 – Permissions. Outdoor furniture, statuary, and planters in good condition and in reasonable amounts may be kept on balconies, decks, and patios.

ARTICLE VII Signs, Flags, and Displays

Section 7.1 – Declaration Provisions.

- (a) Subsection 9.2(b) of the Declaration states:

Outdoor Displays. Nothing may be hung or displayed on the windows or placed on the outside walls of any of the buildings or within Common Elements in the buildings, unless it is permitted by this Declaration, by Rule, or by prior written approval from the Association.

- (b) Subsection 9.2(d) of the Declaration states:

Signs, Flags, and Decorations. Subject to the provisions of Subsections 9.2(e) and (f) of this Declaration, no signs, including, but not limited to, “For Sale” signs and signs indicating commercial uses, may be placed in the window of any Unit, or on the exterior walls or roofs of any building, or anywhere else in the Common Elements, unless permitted by Rule or by the prior written consent of the Executive Board. Flags and holiday decorations may be affixed to or placed upon the exterior walls or roofs of any building only under standards, if any, established by Rule of the Association.

- (c) Subsection 9.2(e) of the Declaration states:

U.S. Flags, State Flags, and Political Displays. The Association may not prohibit display on a Unit or on a Limited Common Element adjoining a Unit, of the United States flag, the flag of the State of Connecticut, or signs regarding candidates for public or Association office or ballot questions but the Association may adopt reasonable Rules governing the time, place, size, number, and manner of those displays consistent with applicable state and federal law.

- (d) Subsection 9.2(f) of the Declaration states:

Religious Displays. A Unit Owner or other resident of a Unit may attach to an entry door or entry door frame of such Unit an object, the display of which is motivated by observance of a religious practice or sincerely held religious belief, provided that, except to the extent allowed by the First Amendment to the United States Constitution and Section 3 of Article First of the Constitution of the State of Connecticut, such item may not:

- (i) Threaten the public health or safety;
- (ii) Hinder the opening and closing of an entry door;
- (iii) Violate any federal, state, or local law;
- (iv) Contain graphics, language, or any display that is obscene or otherwise patently offensive;
- (v) Individually or in combination with each other item displayed or affixed to an entry door frame have a total size greater than 25 square inches; or
- (vi) Individually or in combination with each other item displayed or affixed on an entry door have a total size greater than four square feet.

Section 7.2 – Permissions.

- (a) Unit Number Signs. A Unit number sign no greater than four inches in height and no wider than three inches per number and a Unit identification sign no larger than one-half square foot in area showing the name of the occupant are permitted. Such signs shall be of a uniform color, style, and lettering, all as approved by the Executive Board.
- (b) Signs for Elections or Ballot Issues. Signs either for or against candidates for public or association office or for or against public or association ballot issues may be displayed provided:
 - (i) Signs must not exceed two feet by three feet in size.
 - (ii) Signs may only be located in the windows of a Unit or on a balcony or deck railing.
 - (iii) Signs displayed on a balcony or deck railing may only be secured in such a manner that their removal does not damage the balcony or deck railing.

- (iv) Signs must not contain comments on a candidate's racial, religious, or ethnic background nor violate any local, state, or federal hate laws.
 - (v) Signs may not be displayed earlier than two weeks prior to the date of the election, referendum, or meeting at which the candidates or ballot questions will be voted upon, nor may signs be artificially lighted.
 - (vi) Signs must be removed the day after the election, referendum, or meeting at which the votes are taken.
- (c) Flags. The flags of the United States and the State of Connecticut and seasonal flags may be displayed from the railings of decks and balconies and from flagpoles attached to the wall next to the exterior entry doors of individual Units. Flags must not exceed 15 square feet in area. If they are attached to a railing, they must be secured in such a manner that their removal does not damage the railing.
- (d) Decorations. Seasonal and holiday decorations may be placed on the entry doors and the doorframes of the Units. Illuminated decorations must use wiring approved for outdoor use by Underwriters Laboratories or a similar rating organization. All decorations must be attached so that they can be removed without causing damage to the Common Elements.

ARTICLE VIII

Antennas and Satellite Dishes

Section 8.1 – Installation and Maintenance of Antennas and Satellite Dishes.

- (a) Prohibited. Antennas and satellite dishes may not be installed anywhere in the Common Interest Community other than on Limited Common Element decks, patios, and balconies, even if an acceptable quality signal cannot be received from those locations, without the prior approval of the Association. Although stoops in front of Units are Limited Common Elements, they are too small to provide safe access to Units with the installation of antennas or satellite dishes on them.
- (b) Permitted. A Unit Owner, and the tenant of a Unit Owner who has the written permission of the Unit Owner, may install an antenna or satellite dish of one meter or less in diameter on any deck, patio, or balcony that is a Limited Common Element appurtenant to the Unit. Prior approval by the Association is not required.

Section 8.2 – Conditions and Limitations on the Installation of Antennas and Satellite Dishes. Any antenna or satellite dish installed in accordance with the provisions of Section 8.1 of these Rules is subject to the following conditions and limitations:

- (a) The antenna or satellite dish must not encroach on any general Common Element, any other Unit, or any Limited Common Element appurtenant to another Unit.
- (b) The antenna or satellite dish must be secured so it does not jeopardize the soundness or safety of any Improvement or the safety of any individual, even in a high wind.
- (c) Any Unit Owner or tenant who installs an antenna or satellite dish shall notify the Association promptly after the antenna or satellite dish is installed.
- (d) Antennas and satellite dishes shall be located in a place shielded from view from outside the Common Interest Community or from other Units to the maximum extent possible.
- (e) The antenna or satellite dish must be kept in good repair.
- (f) The antenna or satellite dish must be removed at the expense of the Unit Owner or tenant if it is no longer being used.
- (g) If the antenna or satellite dish is removed, the Improvements to which the antenna or satellite dish was attached must be restored to their prior condition at the expense of the Unit Owner or tenant.

ARTICLE IX Conduct of Persons

Section 9.1 – Offensive Activities. Subsection 9.1(e) of the Declaration states:

Offensive Activities. No noxious or unreasonably offensive activities may be carried on in any Unit, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance, that interferes with the proper use of the Property by Unit Owners or other occupants of Units, or that adversely affects other Units or the Common Elements.

Section 9.2 – Noise. No one shall make any noise, play any musical instrument, or operate any electronic device in any Unit or in the Common Elements that is loud enough to disturb the occupants of other Units. If people of normal hearing can hear the sound from inside other Units with the doors and windows closed, it is too loud.

Section 9.3 – Employees and Agents of the Association.

- (a) No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner.
- (b) Section 6.7 of the Declaration states:

The Association, acting at the direction of the Executive Board, and not any Unit Owners or occupants, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to Maintain, Repair, and Replace portions of the Property for which funds of the Association are used or to be used.

All Unit Owners and occupants, regardless of whether their Unit or Limited Common Element is affected by such work, shall not interfere with or attempt to direct the work of contractors or vendors hired by the Association to perform work in the Property.

Section 9.4 – Compliance with Laws. Subsection 9.1(b) of the Declaration states:

Compliance with Laws. Unit Owners and occupants of Units shall comply with all laws, ordinances, and regulations, including, but not limited to, zoning and land use regulations, of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.

Section 9.5 – Indemnification.

- (a) Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.
- (b) All yards within the Common Elements are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.
- (c) Parents will be responsible for violations of the Community Documents or damage caused by their children, whether the parents are present or not.

ARTICLE X
Maintenance, Repair, and Replacement

Section 10.1 – Maintenance Responsibilities and Access. The duties to Maintain, Repair, and Replace the Property and the rights of access to the Property that are set forth in Article VI of the Declaration must be followed.

Section 10.2 – Cleanliness. Subsection 9.3(c) of the Declaration states:

Cleanliness. Each Unit Owner or occupant of a Unit shall keep the Unit in a good state of preservation and cleanliness. By Rule, the Association may provide additional standards concerning preservation and cleanliness of Units.

Section 10.3 – Trash.

(a) Subsection 9.3(b) of the Declaration states:

Trash. Trash may not be stored, either inside or outside of any building, in such a manner as to promote the spread of fire, vermin or offensive odors. No accumulation of trash, garbage, recyclable materials, rubbish, debris, or unsightly material shall be permitted inside or outside of any building, except in designated and approved trash storage containers. By Rule, the Association may provide additional restrictions, procedures, and requirements concerning the deposit, storage, and removal of trash, for the location of trash containers, and for administration of this provision.

- (b) Trash must be disposed of by placing it in the containers in the Common Elements provided for such purpose. Pickup will be from those containers only. No garbage cans or trash barrels may be placed outside Units.
- (c) No trash may be left next to or outside of the trash containers, and the area around the containers must be kept neat, clean, and free of debris.
- (d) Large items that will not fit in the trash containers must be removed from the Common Interest Community and disposed of at the expense of the Unit Owner.
- (e) Recyclable materials, and only recyclable materials, as designated by the Association's trash hauler are to be placed in the recycle bins.

Section 10.4 – Failure to Maintain, Repair, and Replace. Subsection 6.5(c) of the Declaration states:

If a Unit Owner fails to Maintain, Repair, or Replace a Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible and

such failure creates a condition that threatens another Unit or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, it may assess the cost of such action against the Unit Owner in accordance with the provisions of Subsection 17.2(c) of this Declaration.

ARTICLE XI Insurance

Section 11.1 – Use Affecting Insurance. Subsection 9.3(a) of the Declaration states:

Use Affecting Insurance. Nothing may be done or kept in any Unit or the Common Elements which will increase the rate of insurance on any portion of the Property, or the contents of other Units, beyond the rates generally applicable to similar residential common interest communities, without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in the Unit or the Common Elements which will result in the cancellation of insurance on any portion of the Property or the contents of other Units.

Section 11.2 – Rules of Insurance. Unit Owners and occupants shall comply with the rules and regulations contained in any fire or liability insurance policy carried by the Association on the Property.

Section 11.3 – Reporting Damage and Accidents. Any accident on the Property involving injury to individuals or damage to property and any damage to the buildings or other Improvements on the Property must be promptly reported to the Manager.

ARTICLE XII Motor Vehicles and Parking

Section 12.1 – Roads and Parking Lots. Use of the roads and parking lots within the Common Interest Community is limited to operating and parking vehicles, for loading and unloading, and for access to portions of the Common Interest Community and the public streets.

Section 12.2 – Operation of Motor Vehicles.

- (a) Except for motorized wheelchairs and other devices used to assist people with disabilities, and machinery used for the Maintenance, Repair, and Replacement of the Improvements within the Common Interest Community, all motor vehicles operated on the Property must be registered, properly equipped, and in operating condition for safe travel on the roads and highways of the state.

- (b) Except for motorized wheelchairs and other devices used to assist people with disabilities, all motor vehicles operated on the Property must be driven by individuals properly licensed to operate them.
- (c) Except for motorized wheelchairs and other devices used to assist people with disabilities, and machinery used for the Maintenance, Repair, and Replacement of the Improvements within the Common Interest Community, all motor vehicles may be operated only on the roads and in the driveways and parking areas of the Common Interest Community.

Section 12.3 – Compliance with Motor Vehicle Laws and Regulations. Motor vehicles must be operated in accordance with all of the motor vehicles laws and regulations that apply to the operation of motor vehicles on the public roads and highways in the town within which any portion of the Common Interest Community is located.

Section 12.4 – Off-Road Vehicles. Snowmobiles, ATVs, motorcycles, and other motor vehicles designed for off-road use may not be operated in the Common Interest Community unless they are licensed and equipped for passage on public roads and highways, are operated by licensed drivers, and are operated only on the roads and in the driveways and parking areas of the Common Interest Community.

Section 12.5 – Inoperable and Unregistered Vehicles. Except for temporary repairs not involving immobility in excess of ten hours, highway vehicles will not be disassembled, repaired, rebuilt, painted, or constructed on the Property.

Section 12.6 – Limited Use of Certain Vehicles. The following types of vehicles are prohibited from all portions of the Property in excess of four out of any consecutive 24 hours, except when making deliveries, loading or unloading, or providing services to Units or Common Elements:

- (a) Vehicles carrying a sign advertising a business;
- (b) Vehicles having the capacity to carry passengers and cargo in excess of one ton;
- (c) Vehicles having more than four single-tired wheels;
- (d) Campers of any kind; and
- (e) Trailers of any kind.

The prohibition contained in this Section shall not apply to vehicles belonging to the Association or to vendors or contractors engaged by the Association.

Section 12.7 – Parking.

- (a) Parking spaces may be assigned by the executive board of the Association for use by the occupant of a particular Unit or Units.
- (b) Vehicles must not be parked in such a manner as to block access to building entrances, trash containers, or designated fire lanes.

Section 12.8 – Removal of Snow. The responsibility of the Association to Maintain, Repair, and Replace the Common Elements includes contracting for the removal of snow and ice from the parking lot, drives, sidewalks, and steps to entrances of Units. Effective removal requires the cooperation of residents.

- (a) Residents of Units shall move their vehicles at the direction of the Manager to facilitate efficient plowing of the parking lot and drives.
- (b) Residents who do not move their vehicles are subject to enforcement actions in Section 12.9, and their failure to comply with this Section 12.8 may result in snow not being removed from their parking spaces by the Association.

Section 12.9 – Enforcement. Vehicles that violate this Article XII of these Rules may be towed in accordance with Section 19.6 of the Declaration. In addition, the Executive Board may levy fines in accordance with Section 6.1 of the Bylaws.

**ARTICLE XIII
Administration**

Section 13.1 – Complaints.

- (a) Anyone who observes a violation of the Community Documents, including these Rules, may submit a written report to the Executive Board.
- (b) The report shall include the name of the person making the report, their unit number, and contact information. The report shall also include, to the extent available, a brief description of the violation, the name and Unit Number of the person committing the violation, and any other information or materials that substantiate the report.
- (c) The Executive Board shall not be required to investigate or act on any report that is not in writing or on any written report that does not identify the person making the report. However in the interests of the safety of the Common Interest Community and its residents, the Executive Board may investigate or act on unwritten or anonymous reports at its discretion.

Section 13.2 – Consent in Writing. Any consent or approval required by these Rules must be obtained in writing before the action to which it refers is undertaken.

ARTICLE XIV Maintenance Standards

Section 14.1 – Maintenance Standards. In addition to any maintenance standards that appear in the Declaration, the Bylaws, or elsewhere in the Rules of the Association, however denominated, these are the written maintenance standards adopted by the Association pursuant to Subsection 17.2(e) of the Declaration. Subsection 17.2(e) of the Declaration states, in part:

Notwithstanding the provisions of Subsection 21.2(b) of this Declaration, if any Common Expense is caused by the . . . failure to comply with a written maintenance standard promulgated by the Association, . . . the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner's Unit.

- (a) Reasonable care is required for the Maintenance, Repair, and Replacement of the fixtures and Improvements located within the boundaries of each Unit and the Limited Common Elements a Unit Owner is required to Maintain, Repair, and Replace. The level of care for the Maintenance, Repair, and Replacement shall be the same that a typical homeowner living in a single-family detached home not part of a common interest community would use.
- (b) The following items shall not be used or kept switched on while residents or occupants are not physically present in the Unit: Stovetop burners, toaster ovens and roasters, irons, clothes washers and dryers, dishwashers, and lighted candles.
- (c) If a resident or occupant of a Unit becomes aware of a condition that has the potential for causing personal injury or damage to property, he or she shall promptly report the condition to the Manager or to a member of the Association's Executive Board.
- (d) Any Maintenance, Repair, or Replacement activity relating to a Unit or any Limited Common Element to be Maintained, Repaired, and Replaced by a Unit Owner shall be performed by a contractor who is licensed and insured to at least the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. Upon request by the Association, a Unit Owner or tenant shall provide the Association with documentation satisfactory to the Association with

regard to the licensing and insurance maintained by any contractor who performs work on the Unit.

- (e) Maintenance, Repair, and Replacement of any water heating device located within the boundaries of a Unit shall keep the device in sound condition without leaks or risk of leaks. Unit Owners or tenants shall replace the device before the expiration of its anticipated useful life. Most water heaters are warranted for 6 to 9 years, and the average life expectancy of an electric water heater is 13 to 14 years. Replacement shall occur no later than 10 years after the device was put into use.
- (f) Installation of metal-braided safety supply hoses and quick shutoff valves is required between the water source and the points of use of any fixture or appliance requiring water for its operation in the unit, such as, for example, clothes washers, dishwashers, toilets, and sinks.
- (g) Because serious damage to the Property is likely when escaping water is not reported to the Association in a timely manner, any condition resulting in escaping water shall be reported to the Association immediately after identification of the condition or as quickly thereafter as is reasonably possible.
- (h) The lint filter shall remain installed and in operation in each clothes dryer, and the lint filter shall be cleaned according to the frequency and procedure of the manufacturer of the dryer.
- (i) Bathroom exhaust fans shall be cleaned annually and replaced before the end of their expected useful life, which is 10 to 15 years.
- (j) Ducts serving clothes dryers and bathroom exhaust fans shall be cleaned annually.
- (k) Electrical outlets, switches, and circuit breakers shall be inspected by an electrician and repaired or replaced at the first sign of a problem in their operation.
- (l) Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits as labeled on or in the circuit breaker boxes. If extension cords or power strips are used, they shall have sufficient capacity for their usage.
- (m) All chimneys, dampers, vents, and other components of fireplaces shall be inspected by a professional at least once a year for soundness, absence of deposits, and correct clearances. If the chimney needs to be cleaned or repaired, the Unit Owner must have the necessary work done.

- (n) Smoke detectors must be available for annual inspection by the Montville Fire Marshal in accordance with Connecticut law. Each Unit Owner must make the Unit available for inspection at a reasonable time. Normally, inspection occurs in July. If a tenant resides in the Unit, the Unit Owner shall notify the tenant of the inspection requirement and ensure that access is provided to the Unit. Smoke detector batteries shall be replaced annually, and the smoke detectors shall be replaced before the end of their useful life.
- (o) From November 1 through April 30, all thermostats in the Units must be kept at a temperature of at least 58 degrees Fahrenheit, and the heat must be kept turned on.
- (p) Each Unit Owner or tenant shall cause to be removed from the deck and rear stairs that are Limited Common Elements of the Unit all snow and ice within 12 hours after the same has fallen or formed or within 12 hours after sunrise if the same has fallen or formed during the night.
- (q) When a Unit Owner or tenant will leave a Unit unoccupied for more than one month, the Unit Owner or tenant shall take the following actions before departing:
 - (i) Give notice to the Manager or Executive Board of the departure and return dates;
 - (ii) Shut off both the water input valve and the hot water valve above the water heater and switch off the circuit breaker for the circuit serving the water heater; and
 - (iii) Remove all food and ice from the refrigerator and ice maker.

ARTICLE XV

Designation of and Requirements for High-Risk Components or Conditions

Section 15.1 – Designation of and Requirements for High-Risk Components or Conditions. This Section 15.1 of these Rules contains the designation of and requirements for the high-risk components or conditions adopted by the Association pursuant to Subsection 6.6(a) of the Declaration. Subsection 6.6(a) of the Declaration states, in part:

the Executive Board may, from time to time, after Notice and Comment, determine that certain portions of the Units required to be Maintained, Repaired, or Replaced by the Unit Owners under this Declaration or Subsection 47-249(a) of CIOA, or certain objects, fixtures, components, or conditions within the Units, pose a particular risk of damage to, or could have an adverse effect on, other

Units or the Common Elements if they are not properly inspected, operated, treated, Maintained, Repaired, or Replaced. . . . Those items determined by the Executive Board to pose such a particular risk are referred to as "High-Risk Components or Conditions."

The following are designated as High-Risk Components or Conditions pursuant to Section 6.6 of the Declaration:

- (a) Water heating devices;
- (b) Supply hoses and shut-off valves for appliances and fixtures in Units that require water for their operation;
- (c) Faucets;
- (d) Bathroom exhaust fans;
- (e) Ducts serving clothes dryers and bathroom exhaust fans;
- (f) All chimneys, dampers, vents, and other components of fireplaces; and
- (g) Smoke detectors.

Section 15.2 – Actions Required to be Taken. The following actions must be taken with regard to these High-Risk Components or Conditions.

- (a) Any water heating device in a Unit shall be replaced after the device has been in use for 10 years.
- (b) Metal braided safety hoses and quick shut off valves shall be installed for appliances and fixtures in Units that require water for their operation.
- (c) Leaky faucets shall be repaired or replaced promptly.
- (d) Bathroom exhaust fans shall be cleaned annually and replaced within 15 years of when they were first put into operation.
- (e) Ducts serving clothes dryers and bathroom exhaust fans shall be cleaned annually.
- (f) All chimneys, dampers, vents, and other components of fireplaces shall be inspected by a professional at least once a year for soundness, absence of deposits, and correct clearances. If the chimney needs to be cleaned or repaired, the necessary work must be done.

- (g) Smoke detectors shall be available for annual inspection by the Montville Fire Marshal in accordance with Connecticut law. Each Unit Owner must make the Unit available for inspection at a reasonable time. Normally, inspection occurs in July. If a tenant resides in the Unit, the Unit Owner shall notify the tenant of the inspection requirement and ensure that access is provided to the Unit. Smoke detector batteries shall be replaced annually, and the smoke detectors shall be replaced before the earlier of the end of their useful life or 10 years from when they were put into service.
- (h) The Association may require the submission of documentation satisfactory to the Executive Board demonstrating compliance with the foregoing requirements.

ARTICLE XVI
Standard Foreclosure Policy

Section 16.1 – Standard Foreclosure Policy.

- (a) Before sending a delinquent account to its attorneys, the Association shall send the Unit Owner at least one written demand for the amounts owed. Any written demand from the Association may include:
 - (i) The amount of Common Expense Assessments that are due;
 - (ii) The amount the Association's Manager will charge, if any, for turning over the Unit's account to the Association's attorneys; and
 - (iii) An estimate of the fees and costs that the Association's attorneys will charge for obtaining a title search of the Unit, reviewing the title search, and preparing a demand letter to the Unit Owner and notices to the holders of any first or second mortgages on the Unit.
- (b) Notwithstanding Subsection 16.1(a) of these Rules, the Association may immediately refer an account to its attorneys for collection without sending a written demand to a Unit Owner if:
 - (i) The Unit is abandoned;
 - (ii) The Unit Owner advises the Association that he or she does not intend to pay a Common Expense Assessment;
 - (iii) The Unit Owner files for bankruptcy;

- (iv) The holder of a Security Interest or other lien on the Unit commences a foreclosure action; or
 - (v) Whenever the Association, in its sole discretion, believes that the collection of Common Expense Assessments may be in jeopardy, and the likelihood of collection of Common Expense Assessments would be improved by prompt legal action.
- (c) At the time that the Association sends a delinquent account to its attorneys for collection, the Association shall block the application of any payments by the Unit Owner or others on such account by any means, including, by way of example, cash, checks, wires, EFTs, and payments mailed to a lockbox, and the Association shall forward any payments to its attorneys, or, in the alternative, consult with its attorneys before applying any payments to such account.
- (d) Once the Association sends a delinquent account to its attorneys for collection, the attorneys are instructed to obtain information from the land records, from complaints, if any, in pending foreclosure actions, or from both sources concerning liens on the Unit, including, but not limited to, first and second mortgages.

After obtaining such information the attorneys are further instructed to:

- (i) Make a written demand for payment on the Unit Owner; and
 - (ii) Simultaneously, give notice to holders of first and second mortgages on the Unit, if any, or to their attorneys if an action to foreclose their mortgages is pending, of the Association's intention to foreclose the Association's statutory lien on the Unit.
- (e) The attorneys are authorized, with no further action by the Executive Board, to commence a foreclosure action against the Unit if:
- (i) At least 30 days have passed since the attorneys made written demand on the Unit Owner, or, if the Unit is subject to any mortgages, at least 60 days have passed since the attorneys made written demand on the Unit Owner and gave notice to the first and second mortgage holders;
 - (ii) The Unit Owner continues to owe the Association a sum equal to or greater than two months of Common Expense Assessments, the oldest part of which sum is at least 60 days past due; and

- (iii) The Unit Owner has not agreed to or is not following a repayment plan that will bring his or her account, including applicable attorney's fees and costs, entirely current in six or fewer monthly payments.

- (f) Nothing in Section 16.1 of these Rules shall be construed to prohibit the Association or its attorneys from delaying the commencement or prosecution of a foreclosure action if either the Association or its attorneys reasonably believe that such delay is in the interests of the Association. Any decision to delay commencement or prosecution of a foreclosure action under one set of circumstances does not prevent the Association or its attorneys from not delaying under another set of circumstances, except that such decisions by the Association and its attorneys may not be arbitrary or capricious.

– END –

