

November 13, 2006

To: All Resident's of Balance Rock Condominium Association

From: The Board of Directors

Subject: The Resident's Handbook

With this letter, you will find a copy of the new Balance Rock Resident's Handbook.

The Board has recognized that new owners and tenants along with existing owners find it difficult to understand what exactly is expected of them as members of the Balance Rock Condominium Association. Rules & Regulations for the Association are scattered throughout the original Declaration and Bylaws.

Therefore, we have followed the example of many other Condominium Associations and consolidated all Rules & Regulations for Balance Rock members into this one single Resident's Handbook. It is a combination of our own Bylaws, State Statutes and good ideas from other Associations.

The Board has been refining this Handbook for more than 6 months. The attached copy has been approved by the Board and will go into effect on March 1, 1999.

We are, nevertheless, interested in your comments and suggestions for improvements. Please take the time to go through the package in detail. If you have any suggested changes, please make them in writing to Robert Plagiary, the Property Manager, for consideration by the Board.

Because this is an extensive package, there are several items that we would like to call to your specific attention:

1. Ownership, Sale, Leasing of Unit (Page ID)
2. Parking (Page 8)
3. Snow Removal From Decks (Page 17)

The Board hopes that you find this Resident's Handbook to be a useful tool in keeping the Balance Rock as one of the premium Condominium communities in Connecticut.

Sincerely,

*The Board of Directors*

## FORWARD

To all Owner's and Resident's of Balance Rock Condominium Association:

This handbook has been prepared to acquaint you with the Bylaws and the Rules & Regulations of the Balance Rock Condominium Association. Both the Bylaws and the Rules are part and parcel of the Document, which was presented to you when you purchased your unit. By acceptance of the document, you have agreed to abide by its rules. Tenants who are renting a unit must abide by the rules as well.

As you have discovered by now, living in a Condominium community is different in some respects from living in a private home.

However, most of us have moved here to escape many of the responsibilities that owning a home entails. We have come to Balance Rock to delight in the wonders of living in a small community.

If all of us observe these rules, we shall ensure and reinforce the quality of life, the beauty that drew us here, *and most important of all*, we shall maintain and enhance our property's value.

By practicing good manners and using common sense, we can all enjoy the Balance Rock Community.

For discussion on any specific items, or information, please refer to your original document or call Robert Pagliaro.

If there is information you would like to see in future handbooks, or in addendum's, please send said information to Robert Pagliaro.

Remember again, that by working together to abide by these Rules, we create a better and more prosperous community for all.

Sincerely,

*Balance Rock Condominium Association, Inc.*

*Board of Directors*

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## PART ONE

### BALANCE ROCK CONDOMINIUM ASSOCIATION, INC.

#### OVERVIEW

These rules were established to provide reasonable standards for maintaining the continued appearance of our community, the protection of our property values, and the encouragement of friendly, neighborly relationships in the Balance Rock community.

Under these Rules & Regulations, the words "unit owner" shall also include lessee (tenants) and other occupants of the unit.

The Balance Rock Condominium Association, Inc. has the legal authority (as provided under Section 47-244 of the Connecticut Common Interest Ownership Act) and the duty to see to it that your rights and privileges provided in the Declaration and Bylaws are fully protected against the actions of those who may not be willing or desire to comply with these rules. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with, the provisions of the Condominium Declaration, Bylaws and the Rules & Regulations as they may be amended from time to time. Each resident within the property shall comply with and conform to all laws and regulations of the United States and of the State of Connecticut, also Rules and Regulations of the Town of Seymour. The acceptance of a deed, lease, or entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, Bylaws, and the Rules & Regulations, as they may be amended from time to time, are accepted, and ratified by owner and tenant.

## SUMMARY

This handbook was developed to serve as a resource of information about our Condominium Association. We hope it will help homeowners better understand the nature and workings of our community and how to actively and effectively participate in its affairs. Knowledge of and adherence to the Rules & Regulations by all Resident's and owners is the key to enjoyable living in our community.

Much of the information contained in this booklet is derived from the documents that govern our community. The Board of Directors feels an outline of the Declaration and Bylaws will be helpful-for-easy reference- for more detailed information you may wish to refer to the original public offering statement. Additionally, this handbook contains information that, the Board believes will facilitate the common relationship that is required of all of us who share ownership, of the complex. Individual homeowner concerns can be directed to the Management Company or the Board of Directors. Telephone numbers and addresses of important contacts are included for your convenience. This list will be updated as required. We encourage you to-retain this handbook as a reference and a guide. Additional copies for rental Resident's can be obtained from the Management Company.

A Condominium is a form of ownership; not a type of building. Rather than owning the land and building outright, the purchaser, owns his cube of airspace bounded by walls, ceiling and floor: and shares the land on which the Condominium is built and the property outside their unit with other unit owners. Thus, unlike a traditional house or apartment, the complex is our mutual home belonging to all of us. You reside in the Town of Seymour, therefore, are due certain services from the city. Requests for emergency or routine services such as fire, police, ambulance, and dog warden, should be directed to the appropriate city department.

The term *Common Element* includes all elements of the Condominium, not specifically referred to as a unit or limited common element. Sidewalks, entrances, hallways, landings, pool area and like portions of the common elements shall not be obstructed nor used for any purpose other than for coming and going to and from the Condominium property nor shall carts, bicycles, carriages, chairs and tables or any similar objects be stored herein. The personal property of unit owners must be stored in their respective units or in storage units.

The term *Limited Common Elements* are common elements that are designed for exclusive use by an individual unit owner or group of unit owners. Laundry rooms and storage rooms are common elements limited to those units within a particular building.

## COMMON CHARGES

The common expense of the Condominium include: {a} the cost of the repairs and maintenance of the common elements and limited common elements {b} the cost of all insurance premiums pursuant to the Declaration and Bylaws of the Association {c} the cost of operation and maintenance of the property {d} an amount for working capital and a general reserve fund.

The Board of Directors shall determine the common charges payable by each unit according to their percentage of undivided ownership as established by the Declaration. Common charges are due and payable in advance on the first day of the month. The Management Company should receive them before the 10th day of the month to avoid late payment penalties. The Board has the authority to collect common charges, to impose late payment penalties, and to recover the costs of any collection efforts.

The Balance Rock Condominium Association Board of Directors has directed Collect Associates with the following policy concerning the collection of past due common charges. A late charge of \$25.00 will be charged for payments received after the 10<sup>th</sup> of the month, *with all additional \$25.00, charge each month the amount remains unpaid.* On the 15<sup>th</sup> day of the second month after which the common charge is due, any unpaid accounts will be turned over to the Association's attorney for collection. The attorney will commence a foreclosure action against any unit owner who is delinquent in their common charges. The Association will give notification of any default to the first mortgagee, in the performance by the individual unit borrower of any obligation under the Condominium documents which is not cured within sixty {60} days. In-addition to any late fees charged, the unit owner will be responsible for all attorney' fees incurred. Any questions or concerns regarding common charges should be directed to the Management Company.

Any unit owner delinquent in their common charges will not be allowed the privilege of renting the Clubhouse, access and use of the Pool Area, Tennis Courts and other recreational facilities of the Balance Rock Community. In the event the unit owner leases their respective unit, and the common charges are delinquent, the tenant's rights and privileges will also be denied.

## OWNERSHIP, SALE, OR LEASE OF UNIT

Sale of Unit -Resale. A fee will be charged for each set of resale documents furnished as required by the Connecticut General Statutes. Requests for any documents should be made to the Association's Management Office.

Forms included in the Resale Package:

1. Resale Document Pages
2. Rules & Regulations
3. Declarations and Bylaws
4. Insurance Certificate
5. Current Budget

Leasing Procedures. A unit may not be leased or rented for a period of time less than one year without the express, consent of the Board of Directors. Any tenant shall in all respect be subject to the terms and conditions of the Declaration, the Bylaws and any. Rules & Regulations adopted hereunder.

Effective March 1st, 1999, the new procedures for leasing a unit is as follows:

- 1 Owner must request an application for prospective tenants from Collect Associates.
- 2 Application submitted with a processing fee of \$50.00 to Collect Associates.
- 3 A signed Certificate of Occupancy.
- 4 Board of Directors reviews the applications.
- 5 Upon approval, a copy of the signed lease and information sheet is then returned to Collect Associates with the appropriate \$50.00 Administrative Fee, made payable to the Balance Rock Condominium.

NOTE: Lease Package contains:

Rental Application  
Owner/Resident Handbook  
Credit Check

## RENTAL UNITS

### Amendment to the Balance Rock Declaration of Condominium

Adopted Amendment November 1, 1998

#### Article IX

##### .. Restrictions upon Sales, Leases and Mortgages of Unit

Article XIII Lease: "A unit owner intending to lease a unit or any interest therein shall give to the Association notice of the prospective lease together with the name and address of the intended lessee and a copy of the intended lease agreement. The lease shall further provide that in the event the lessee violates the terms and conditions of the Declarations, Bylaws and all Rules & Regulations of the Condominium, that the lease shall be terminated. In the event a unit owner leases his unit, he shall be liable to the Association for the full and faithful compliance with the Declaration, Bylaws and all Rules & Regulations by the lessee. The unit owner shall cure any failure of the lessee to comply with the Declaration, Bylaws, and Rules & Regulations of the Condominium within five {5} days of written notice. In the event the unit owner and/or lease fails to cure the complained of violation within the five {5} day period, the unit owner shall immediately commence an action in summary process to obtain possession of the leased premises. In the event the unit owner fails to commence a summary process action as above prescribed, the Association may, as the unit owner's agent, commence an action in summary process in the unit owner's name to terminate the respective lessee rights to possession in the unit; and, the legal fees, costs and damages sustained by the Association necessary to the prosecution of the summary action and termination of the lessee right to possession shall be specially assessed against the unit owner, and shall be payable to the Association in monthly installments not to exceed \$100.00 per month."

Addition to Article XIII: Amended by Unit Owners As of November 1, 1998:

Section A: "A unit may not be leased or rented for a period of time less than one {1} year without the expressed written consent of the Board of Directors. Any tenant shall in all respect be subject to the terms and conditions of the Declarations, Bylaws and any Rules & Regulations adopted hereunder."

## AMENDED RULES & REGULATIONS

1. In order to comply with the requirements set forth in Article XIII of the Bylaws, the Executive Board requires all unit owners supply the following information and forward it to the Balance Rock Condominium Managing Agent upon request.

- A. Name of unit owner and unit number
- B. Name of tenant
- C. Information of occupants in units
- D. Description of all vehicles
- E. Registrations to all vehicles

2. There is an administrative fee charged by Balance Rock Condominium Association in the amount of \$50.00 {effective July 1, 1995} payable upon leasing any unit. The unit owner is responsible for supplying the tenant with a copy of the Declaration, Bylaws and Rules & Regulations. The unit owner is responsible for all damages, fees, and fines that are incurred by their tenants, visitors, and/or relatives.

## PROVISIONS

Unit owners may rent their units, however, the unit owner is responsible for the action of their tenants, and the unit owner will be fined if the tenants are in violation of the Bylaws. Copies of all leases must be mailed to the Property Manager at the Management Office within 30 days following occupancy for review and approval by the Board of Directors. The Management Office will review all leases on an annual basis.

In the event the tenant fails to comply with the Declaration, Bylaws and Rules & Regulations, the unit owner will immediately commence an action of eviction to obtain possession of the leased unit. In the event the unit owner fails to process and take action of eviction, the Association will, as the unit owner's agent, commence action of eviction to terminate the respective tenants right to possession in the unit. All legal fees, costs, and damages sustained by the Association will be specially assessed against the unit owner.

*All leases must be in writing and must contain a clause such as;*

Tenants will at all times during their occupancy of said premises, observe all Bylaws, Rules & Regulations, agreements, decisions, determinations made by the Condominium Association, and all restrictions, covenants, conditions and provisions of the Declaration and Bylaws, and any amendments thereto duly made affecting the Condominium.

*Further to include:*

Tenants hereby acknowledge receipt of the above mentioned Rules & Regulations and agrees to absorb any fines levied on the landlord as a result of infraction to the Rules & Regulations by the tenant for the duration of tenant's occupancy of the unit.

*Effective January 1, 1999: No dogs will be allowed on the Property for any unit rented after January 1, 1999.*

## ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS

Definitions of Common Areas and Limited Common Areas. The exteriors of all dwellings, roadways, walkways, public lawns, entrances, shrubs, trees, pool, clubhouse and tennis courts are common areas and not the property of the individual owner. Porches and decks are limited common areas restricted to the corresponding unit. These items are more specifically described and defined in the Declaration.

Prohibited Alterations or Decorations. No articles other than seasonal decorations shall be hung out of a building, exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window except as provided by Board Resolution. If a unit is unoccupied, the unit owner shall arrange for appropriate window treatment to be strategically placed, to maintain appearances, and avoid possible vandalism.

Variance Approval. No change or addition may be made to common areas or limited common areas without seeking a VARIANCE APPROVAL from the Association Board of Directors. A VARIANCE APPROVAL is necessary to ensure that the character of Balance Rock will be maintained, the rights of owners respected, and that no alteration/addition will create a hazardous condition, interfere with maintenance, endanger the integrity of any part of the Condominium or create any undue responsibility for the Association.

Structural Alterations/Additions. An owner who desires to make structural alterations or exterior additions to a residence, or other common property or limited common property must file a Variance approval with the Association Board. Forms are available from the Management Office. The Request form must be accompanied by a precise description of what the owner wants to do, plans and specifications, a statement of who is to do the work, and estimate of the time involved in said work. The Board may require plans prepared by a licensed engineer or architect. Municipal permits must be added to the application after the Board has indicated preliminary approval, and must be on file before the Board issues written approval of the Request. Plans and/or sketches must give dimensions of existing features as well as those of the proposed alteration/addition. Structural alterations include, but are not limited to, enlargement of deck or patio, installation of railing, awning, or decks, or structural alteration of exterior walls.

Landscape Alterations/Additions. An owner who desires to alter existing planting or add planting(s) in any common area or limited common area, is required to file a Variance approval, with a plan or sketch showing the proposed work in detail, with the Board. It shall be the responsibility of the unit owner, his agent or employees to determine the location of utilities and avoid damage to such utilities. Plans are to be submitted to the Board of Directors to be reviewed. No work may begin until the Board has approved the Variance Request, in writing. The Board shall answer any written request by a unit owner within thirty (30) days after such request.

Unit Owner Responsibility for Alterations/Additions. A unit owner shall be responsible for all expenses of alteration in compliance with the plans, specifications, and maintenance of permitted items, as well as personal liability for additions and/or alterations. Approved alterations/additions must be completed within the time designated in the application and approved by the Board.

The unit owner shall, at his own expense, take corrective action respecting any alterations, damage, destruction or removal caused by him, or a tenant, to restore the common area to the original condition upon written notice from the Association. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may take any action necessary to restore the ground or common area to its original condition and assess the cost thereof against the unit owner.

Penalty for Unauthorized Structural Changes. Any structural changes made to a unit or any changes made by or permitted to be made by a unit owner in the common or limited common areas without prior consent in writing from the Association shall be restored to the original condition at the unit owner's expense upon written notice from the Association. If the unit owner does not comply with such notice within the thirty (30) days of the date thereof, the Association may make such restoration and assess the cost thereof against the unit owner.

Any structural alteration made after obtaining a variance which does not comply with the specifications filed, or any landscaping installed, which does not comply with the plan filed, shall be brought into compliance with such specifications or plan at the unit owner's expense upon written notice from the Association sent by certified mail. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may take what ever steps are necessary to bring the alterations or planting into compliance with the specifications or plan, and assess the cost against the unit owner as a common charge against him.

## **RULES & REGULATIONS**

**Occupancy Restrictions.** Each residential unit is restricted to residential use as a single family residence except for home professional pursuits not requiring regular visits from the public, or unreasonable level of mail, shipping, trash, or storage requirements. A single family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants. No sign indicting commercial uses may be displayed outside a unit, posted in doors, in windows, or at any other location on the Balance Rock complex.

**Prohibited Nuisances and Practices.** No nuisances are allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its Resident's or which interfere with the peaceful possession or proper use of the property by its Resident's, including vehicles parked in restricted areas or fire lanes.

**Offensive Activities and Disturbances.** Each resident shall behave in a mannerly fashion being considerate of all others at all times. No obnoxious or offensive activity shall be carried on in or within the properties of the Association, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other persons within the Association. No Resident's shall make or permit to be made any disturbing noises in or outside the building by one's family, tenants, or guests; nor do or permit anything to be done by such persons that will interfere with the rights of other members or occupants. No Resident's shall play upon, or tolerate to be played upon, any musical instruments or operate, or tolerate to be operated, a phonograph, television set, radio, or other audio equipment, at such volume or times so as to cause a disturbance to other Resident's.

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.

**Fireworks.** No fireworks are permitted to be exploded on the Balance Rock complex.

**Tag, Estate, or Garage Sales.** Tag, estate, or garage sales are not permitted, other than those periodically scheduled by the Association Board and open to all Resident's unless requested in writing and approved by the Board of Directors.

**Open houses/For sale signs.** No signs will be permitted for open houses. No permanent signs are permitted inside or outside the unit Owners should have Realtors place notice in the ad announcing time and place that parking is permitted on Association roadways. A copy of the Rules & Regulations are to be given to all prospective buyers or tenants.

**Immoral and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be removed or corrected by and at the sole expense of the unit owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

**Obstructions and Storage in Common Areas.** No unit owner shall cause or permit any obstruction of the common areas or limited common areas reserved for the use of his unit which will interfere with ready access to the unit by security personnel, firemen or others called in an emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through decks areas, the only items permitted to be stored on decks are: lawn furniture and flower planters,

Written approval by the Board of Directors for the Association should be obtained before storing or displaying items not specifically covered in this section.

Any unauthorized items stored on common or limited common element areas are subject to removal and disposal at the unit owner's expense.

Electrical Devices or Fixtures. No electrical devices creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a unit, which affects other units or the common element, are prohibited. Any damage resulting from such misuse shall be the responsibility of the unit owner from whose unit it shall have been caused. Total electrical usage in any unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Heating and Maintenance of Units. During the winter months (October 15th through April 15th) no unit owner shall leave his unit vacant without taking precautionary measures by way of maintaining heat in the unit and checking the unit at least once a month. Precautionary measures to prevent the bursting of pipes and plumbing systems due to freezing of water system deterioration within the unit must also be taken. A temperature setting of 55 to 60 degrees Fahrenheit is required. The Association will seek recovery of out of pocket expenses directly related to damage due to negligence on the part of the unit owner. Unit owners are responsible for damage caused to any units or common elements, including their own, due to leaking or malfunctioning plumbing or appliances, including thermostats and taco valves located with the units.

Smoke Detectors. Each unit must have operational smoke detection equipment. Each unit owner is responsible, at his expense, to have detectors kept in good operating condition.

Air Conditioners and Fans. No window air-conditioners or window fans are permitted in any window without prior written permission from the Executive Board.

Painting Exteriors. Owners or Resident's shall not paint, stain or otherwise change the color of any exterior portion of any building. The Association will maintain the exterior decks and arrange for routine maintenance as well as budget for exterior painting through their Capital Reserve Program.

Grease Screens on Stove Hoods. All such filters and screens will, at all times, be used and kept in clean good order and repaired by the unit owner.

Pest Control. Unit owners are responsible for removal of pests such as ants, wasps, bees, vermin, and etc. from inside the unit. The Association will remove visible nests from the exteriors and make reasonable efforts to block entranceways for pests from the exterior.

Pets. Pets are restricted as a matter of right to one cat or dog per unit. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium Property within three days after notice to the owner. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash. Keep the common areas clear by walking all pets near the tree line away from the property. Each unit owner shall clean up after his or her pet. The unit owner shall hold the Association and other unit owners harmless from any claim resulting from any action of his or her pet. Seeing-eye dogs and hearing-ear dogs will be permitted for those persons holding certificates of necessity. The Board is empowered to levy a \$25.00 fine for each violation.

*Please Note: Any units leased after January 1, 1999, dogs are forbidden. "(Refer to Leasing Policy)".*

Restrictions on Outdoor Cleaning. Washing and Drying. No inappropriate object such as rugs, towels, clothes, sheets, blankets or laundry shall be hung or placed outside a unit from any windows, doors or decks. Rugs and mops shall not be shaken in such a manner as to cause dust to be blown towards nearby persons, decks, windows, or doors.

*All pets must have proof of license and lip 10 dale inoculations.*

## **TRASH, RUBBISH AND DEBRIS**

Disposal of Rubbish. The Balance Rock Condominium Association will receive rubbish removal service from an outside refuse company for all ordinary residential trash and recycling on designated days. All refuse should be bagged and carried out to the dumpsters. The unit occupants must dispose of large articles that are not considered "ordinary" household trash or garbage, such as furniture, box springs, and mattress. Dumping of chemicals, motor oil, paints, or toxic wastes of any kind is not permitted. Large recycling containers have been placed by the rear maintenance shed across from Building 81 for your convenience, for the recycling of newspaper, bottles, plastics and any other items as may be required by the Town of Seymour.

*Refuse Removal Schedule: All Buildings -Monday and Thursday Recycling -  
On Call*

Enclosure and Floor Coverings for Decks and Patios. No deck or patio shall be enclosed; covered in whole or in part by any screen, or otherwise. No floor covering or rugs shall be installed on any deck without prior permission of the Board of Directors.

A. Variance Form Attached

Care of Decks and Patios. Each unit owner shall keep his unit and any deck or patio to which he has sole access in neat, clutter free state of cleanliness and shall not create any annoyance, hazard, or safety.

## REGULATIONS FOR PARKING AND OPERATING BICYCLES, AND ALL MOTORIZED VEHICLES

Compliance with the Law. Each unit is allowed {2} two cars per unit to be parked in your building designated parking lot. Each vehicle must be operational and registered for highway use and owned by the unit owner and/or tenants of the unit. No commercial vehicles of a size larger than a one-half ton panel truck or van may be parked on any part of the property except for the purpose of servicing the property itself or one of the units. No motorcycles shall be stored on balconies or storage areas. The Board of Directors will employ a towing firm to enforce any provision of this rule. The cost of the towing and any vehicle storage fees shall be entirely borne by the owner of the towed vehicle.

No parking is permitted on the grass areas, designated fire lanes or areas, which would prohibit the flow of traffic. A third vehicle must be parked on the outside part of the circle and must be operational and registered for highway use. In addition the third vehicle must affix the designated access sticker to the windshield. All unregistered, inoperative or improperly parked cars will be ticketed, fined, and towed by the Management Company. All fees and fines are the responsibility of the vehicle owners.

All Resident's vehicles must be registered with the Association at all times. Only those vehicles displaying a blue parking sticker should park in the lot. Any car displaying a red parking sticker is to be parked on the outer circle only. Those cars with red stickers found in any parking lot will be fined immediately. The old green stickers are no longer valid and must be replaced by either a blue or red sticker. Any car displaying the old green sticker after July 1, 1995 will be subject to a \$10.00 daily fine.

*Visitors must park on the circle and not in the main parking lot area. Parking stickers, whether blue, or red are not transferable. A new registration must be submitted to the Management Company in order to receive the appropriate stickers.*

If you sell a car or change the registration for any reason, please contact the Management Company to obtain the necessary parking sticker information. In addition to the completed form, you are required to submit a copy of the registration for each vehicle, you are requesting a sticker for, along with proof of residency. Parking stickers are to be placed in the lower left-hand corner of the front windshield (near the emissions sticker).

Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles. The operation of snowmobiles and off road vehicles, such as dune buggies, dirt bikes, RV Camper Trailers, or buses, is prohibited on the Balance Rock property. Motorized bicycles must be driven on established roadways only and only by individuals holding a valid driver's license. Repairs to motor vehicles are limited to emergency repairs only. Unit owners and occupants are responsible for clean-up and remedy of any damage or staining resulting from any oil, chemicals, etc. which spill or leak onto the pavement of the parking lot, street, driveway and garage floor. Cost of cleanup by an outside contractor hired by the Association will be charged to the unit owner to whom the vehicle belonged. Abandoned or inoperable vehicles must be removed from parking areas within a reasonable amount of time, not to exceed 3 days. Storage of unregistered motor vehicles is not permitted on the common elements at any time.

Bicycles. Bicycles are to be ridden on paved surfaces only and cyclists must adhere to the State of Connecticut traffic regulations governing bicycles. Bicycle riding on the grass areas is prohibited. Bicycles must not be stored on decks, or common areas.

## **INSURANCE**

The Association carries property and liability insurance as specified in the Bylaws. The resident is responsible for insurance on personal property within his dwelling unit and in any limited common area that has been assigned for his use, including upgrading or other changes he has made. The unit owner should check with his insurance agent to determine the adequacy of coverage on items for which he is responsible.

The deductible for property insurance insuring the common elements is set according to industry standards by the Board of Directors. If a claim is made under the master policy due to the negligence of anyone-unit owner, the unit owner responsible for the damage resulting in the claim shall be responsible for the ~deductible. The Association will, at no time, have any responsibility for any un-reimbursed property damage.

Increase in Rating; Nothing shall be done or kept which will increase the rate of insurance on any of the buildings or contents thereof, without the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept on the property which may result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Rules of Insurance. Unit owners and occupants shall comply with the Rules & Regulations of the New England Fire Rating Association and with the Rules & Regulations contained in any fire and liability insurance policy on the property.

Damage to or destruction of improvements situated within a unit shall be repaired or restored by the Association (except for ordinary maintenance and repairs pursuant to Section 7.09 and except a determination not to repair or restore pursuant to section 7.11 {F} hereof) as follows:

To the extent that such damage or destruction is not covered by insurance of the Association or by a condemnation award specifically allocated to the unit owner: such unit owner shall be responsible for the cost of repair and restoration and shall pay to the Balance Rock Association such sum as is necessary. According to the estimate of cost described in section 7.11 {B}, to cover any part of the cost of repair or restoration which is not covered by insurance of the Association or by a condemnation award not specifically allocated to the unit owner, provided, however, that the Association shall proceed with the repair of the unit only when, as, and if funds are provided, as set forth herein.

## **PROCEDURES FOR EMERGENCY ACCESS TO UNITS**

Neither the Association or Manage: Office shall hold master keys to any unit In case of an emergency such water leakage's, burst pipes, or other conditions which could endanger people or cause damage to other adjacent property, attempts will be made to contact owners or Resident's of the unit in order to make emergency repairs and control further damage.

If the resident or owner cannot be located within a reasonably short period of time, the Association will authorize forcible entry into the unit.

Reasonable efforts such as by telephone, telegram, or mail will be made to contact owners whose unit has been entered to perform emergency repairs or damage control.

In order to avoid the above situation, it is advisable that a neighbor is given a key and that information is given to the Management Office with a telephone number where one can be reached.

## **ENFORCEMENT OF RULES & REGULATIONS**

These Rules & Regulations shall be enforced by the Management Company at the direction of the Board of Directors pursuant to the provisions of the Unit Ownership Act of Connecticut, the Condominium Declarations and the Bylaws of the Balance Rock Condominium Association.

## **PROCEDURES IN CASE OF VIOLATIONS**

A. Complaints of rule violations should be made in writing and submitted to the Property Manager. The person making the complaint must be identified in the complaint. The Property Manager and the Board may initiate their own written complaints.

I. Upon receipt of a written complaint, the Property Manager shall review the complaint to determine if any action is necessary.

The Management Office may respond to the complaint with a written warning or immediate compliance letter, giving the resident a chance to rectify the complaint.

The resident has the right to request a hearing regarding the complaint, within ten (10) days from the date of the letter.

A \$10.00 fine, per day, may be imposed after ten (10) days, until the said violation is cured, for noncompliance.

B. A non-resident owner will be mailed a letter to the address on the Association's records, by certified mail, return receipt. A copy will be sent to the tenants occupying the unit by certified mail, return receipt requested and by regular mail, if they are involved in the complaint.

C. The Board of Directors will hold a hearing on the date stated in the notice sent. If the violation has been abated, the Board may recommend that no action be taken with regard to the violation.

D. Before the hearing, the owner of the unit will be entitled to examine and make copies of documents in the Association's possession related to the complaint. The Association, however, may refuse inspection and copying which are privileged from disclosure or otherwise made confidential or protected, for example, attorney work product. The complainant will also be invited to attend a hearing to present testimony or provide evidence.

## PART TWO

### BALANCE ROCK CONDOMINIUM ASSOCIATION INC.

#### SERVICES AND MAINTENANCE INTRODUCTION

E. Before the Board can conduct a hearing, a quorum of the Board must be present. If a Board member excuses himself or herself from consideration of the complaint, the votes of the majority of the members present and exercising their power to vote shall constitute the decision of the hearing.

The Association will maintain building exteriors, common areas, and limited common areas, in conformity with the original concept and intended character of Balance Rock Condominiums. Interior repairs and replacements are the responsibility of the unit owner or as otherwise specified in the Documents.

F. The Board shall determine the procedure to be used at the hearing. The hearing procedure shall generally be as follows:

1. The Board of Directors shall explain the violation and present the evidence it has concerning the complaint.

2. The alleged violator, who shall include the unit owner and the tenant if the tenant is involved shall have an opportunity to respond to and present evidence concerning the alleged violation

#### DEFINITIONS

G. The Board shall give notice of its decision within 10 days after hearing in writing to the unit owner and tenant, if the tenant is involved in the complaint. This decision shall include a description of the violation, the document provision violated, and the action taken by the Board. This decision shall be delivered to the unit owner or tenant in the same manner as the original notice. The Board may decide to continue or delay its decision on the violation and shall notify the unit owner and/or tenant of this decision. A notice stating that the board's decision will be delayed shall state the time in which the board will render its decision and the reason for delay.

4. The Board of Directors shall then adjourn the evidence portion of the hearing and reach a decision concerning the violation. The Board may retire to an executive session to vote on its decision or may vote immediately upon a completion of the hearing.

Limited Common Areas and Facilities. These comprise those portions of common areas and facilities reserved for the exclusive use of a particular unit. They consist of decks, front doors, porches, and the light fixtures situated on the rear deck, over the front porch.

"Amended Bylaws" and "bylaws". Both mean the Bylaws of the Balance Rock Condominium Association as amended.

#### MISCELLANEOUS MAINTENANCE SERVICE -FORMS AND PROCEDURES

Modification and Waiver. A modification and waiver of any of the provisions of these Rules & Regulations shall be effective only if made in writing, and executed with the same formality as this Agreement. The failure of the Association to insist upon strict performance of any provisions of these Rules & Regulations shall not be construed as a waiver of any subsequent default of the same or similar nature.

Interpretation. These Rules & Regulations shall be construed and administered in accordance with the laws of the State of Connecticut.

Unit and Limited Common Area, Requests. Any routine maintenance requests should be put in writing and mailed to the Managing Agent. All emergencies should be called into the Managing Agents office at the unit owner's earliest possible convenience. Work order forms are attached to the Rules & Regulations or in the Work Order boxes where provided.

Separable Provisions. These Rules & Regulations shall be considered separable and in the event any Court of competent jurisdiction declares any portion of them invalid, the same shall-not affect the validity or affect any other portion or provision.

Headings. The paragraph heading herein are for convenience only and not be construed to limit or affect any provisions of these Rules & Regulations.  
the opportunity to respond to and present evidence concerning the alleged violation or the abatement of the violation.

3. In its discretion, the Board of Directors may allow the alleged violator to question witnesses presenting testimony adverse to the alleged violator.

Units. Boundaries of each Unit created by the Declaration are shown on the Survey and Plans as numbered Units with their identifying number.

All other areas, indoors and out, are either Common or Limited Common areas or facilities (see below).

Common Areas and Facilities. These comprise all real property, improvements and facilities in the Condominium other than the unit (as defined above), including, but not limited to, easements through units for conduits, pipes, ducts, plumbing, wiring, etc., for the forwarding of utility services to units and common areas and facilities and to support improvements.

## **BUILDING MAINTENANCE -GENERAL POLICY**

The policy of the Association is maintaining the common areas of the building -for example, roofs, siding, trim, stairs, entryways, lobbies, etc. -in a condition of safe repair and compatible with the character and integrity of the Condominium.

Owner's Responsibility for Repairs and Maintenance and for Negligence.

The Bylaws provides that each owner is responsible for the maintenance of and repair to his unit. The unit owner is also responsible for all damages to other units, as well as to the common and limited common areas, if such damages are the result of his negligence, miss use, or neglect.

Windows and Glass Doors. Owners are responsible for replacement of windows as well as glass, and sliders.

Owners must maintain conformity, as well as aesthetic value. All windows must maintain their window screens.

Screens. Damage to screens will be the responsibility of the unit owner.

Decks. The Association will maintain all decks to ensure structural integrity. Necessary replacements of supports damaged by rot or professionals hired by the Managing Agent will perform insect infestation. All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of wood decks.

In addition, waterproofing or staining of decks will be a common expense and contracted for by the Association on a scheduled maintenance program.

If alterations or additions to a deck by a resident result in premature deterioration the costs of repairs or replacement will be charged to the unit owner. For safety purposes, flower boxes or other objects on a railing are forbidden. They should not present a hazard by rot or other damage.

Roofs. The Association shall maintain all roofs. Resident's or unauthorized persons are not permitted on roofs for any purpose,

## RESIDENCE UNITS -INTERIOR

Interior/Exterior·

Minor interior repairs, such as setting nails in wall panels, filling the settlements cracks and correcting damage to the interior trim are the owner's responsibility. Structural alterations made to building interiors must comply with all applicable Seymour and State building codes and permits. The owner who desires to alter his unit structurally must file a Variance form with the Association and receive authorization in writing before proceeding with such alteration. The unit owner should make certain that the person or firm selected for any alteration has registered at the Management Office before starting and that all required building permits have been obtained and filed with the Manager.

Electrical Wiring, Electrical Fixtures, and Plumbing. These are the property of the owner. Fixtures include, but are not limited to, light switches, outlets, sconces, chandeliers, sinks, tubs, toilets, faucets, bathroom heaters and venting fans, The owner is responsible for all repairs or replacement of electrical wiring, electrical fixtures, plumbing and plumbing fixtures including garbage disposals,

Appliances. Electrical appliances (stove, dishwasher, refrigerator, etc.) are the' property of the unit owner, who must bear all maintenance and replacement costs, {See Rule #23: No washer & dryer allowed at any time.}

Heating and Air-Conditioning. All maintenance of heating and air-conditioning systems, located within the unit, or their repair or replacement, is the responsibility of the owner and should be performed by authorized service representatives of the manufacturers.

Walls, floors, and Ceilings. When walls, floors, or ceilings are damaged by water, from other than rain or melting snow and ice, entering the unit, the Association will assume no responsibility for the cost of replacement or repair. Such water entry could be the result of leakage or overflow in another unit -for example, backup of drains or sewers. Damage from water in one unit caused by negligence of the owner in another unit will be billed to the negligent owner. Damage from stoppage within a unit owner's fixture or appliance is the responsibility of the owner. Minor interior repairs -for example, resetting of nails in wall panels, filling of settlements cracks, and correcting damage to interior trim -are the owner's responsibility,

Floor Covering. All carpeting and floor covering and additional flooring within the unit are the property of the unit owner.

Pest Control. Elimination of animals or insect infestation of any type is the owner's responsibility. The Association assumes no responsibility. The Association will, however, maintain an external maintenance program for bees and ants.

Trim: Wood Metal, Ceramic, etc. The unit owner is responsible for all interior repairs or replacements -for example, doors, jambs and trim, cabinets, counter tops, bathroom tiles, fireplace facing, hearth and mantel,

Smoke Detectors. It is the responsibility of the unit owner to maintain his smoke detectors in good operationally condition.

## EXTERIOR

Mail Boxes, Lighting Standards and Miscellaneous Items. These items will be restrained or repainted on the same cycle as the residences. Whenever damage occurs, the Association will make repairs if your mailbox is in disrepair, the unit owner should call the Postmaster office, located in the Town of Seymour.

11. Hallways and lobbies are to be clear of all personal items, including bicycles. This presents a safety and fire hazard as well as a potential insect infestation problem. Articles left in these areas will be disposed of at the owner's expense.

12. All perishable and nonperishable garbage and waste must be placed only in the dumpsters. Dumpster lids and doors shall be closed at all times. Compliance with local and state recycling laws is the obligation of each unit owner and resident. Any significant amount of nonperishable items: furniture, carpets, mattresses, wood etc., shall be disposed of by the Resident's at a suitable location off the premises, such as the town dump.

13. No pet shall be allowed to roam with or without a leash on the common elements for any reason whatsoever.

14. All pets must be walked around the perimeters of the property, away from the common elements, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to other unit owners or occupants.

15. Make or permit any disturbing noises in or at the buildings.
16. Do or permit any activity that will interfere with the rights, comforts, or convenience of another unit owner or resident.
17. Operate, or permit to be operated, a phonograph, television set, radio or other sound device at this Condominium at such a volume or in such a manner that it causes a disturbance or nuisance to other Resident's.
18. Nothing shall be done to any unit, or on, or in the common elements or limited common elements which will impair the structural integrity of the building, or which will structurally change the building.
19. No clothesline, sheets, blankets, laundry, or any other articles shall be exposed on any part of the common elements and/or limited common elements. The common elements and limited common elements shall be kept free and clean of rubbish, debris and other unsightly materials and items, and no unit owner shall use any balcony for storage of personal property other than typical outdoor furniture (no bikes, mopeds, motorcycles etc.) Absolutely no charcoal barbecues will be permitted anywhere on the property. No propane bottles may be stored in the interior common elements or storage bins of the building, per the Connecticut State Fire Marshall.
20. No commercial vehicle of a size larger than a one-half ton panel truck or van may be parked on any part of the property except for those vehicles temporarily on the property for purpose of servicing the property itself or one of the units. Also restricted from parking on the property are campers, trailers, boats, and vehicles, which are inoperative and not registered for highway use. No motor vehicles may be parked on any lawns or on any area outside of a designated parking space in any lot at any time. No motorcycles are allowed on the decks.
21. Draperies, blinds, curtains or interior shutters must be installed by each unit owner on all windows of the unit, which must be maintained in said windows at all times. All such drapes, blinds, curtains or such interior shutters shall be white in color, or alternatively shall have a white lining or white surface on the window side thereof.
22. No waterbeds shall be permitted in any unit.  
No washers or dryers of any type shall be permitted in any unit.
- 1 No occupant of any unit shall change or alter the existing locks or install additional locking devices on any exterior door of a unit without specific written permission of the Board of Directors of the Association.
- 2 No oil changes or major vehicle maintenance shall be permitted on the Property. Anyone violating this rule will be held liable for the removal of any contaminated soil or damage to our parking lot. Any vehicles determined to be dangerous will be immediately towed from the property at the owner's expense.
- 3 The installation of an air conditioner unit in any window of a unit is prohibited. Should you wish to install an additional air conditioner sleeve, contact the Management Office for Board approved procedures.
- 4 Each owner or resident shall provide upon the request of the Association all information requested including, but not limited to, his or her telephone number{s}, tenants names and telephone numbers, information regarding pets, automobile information, owners address if owner is not occupying the unit, any information about personal property located in common areas such as in a storage bin{s}, insurance information, name of mortgagee and other similar requested information.
- 5 Smoking is prohibited in the residential hallways, storage areas, and laundry rooms.
- 6 Tenants assuming occupancy after January 1, 1999 will not be permitted to have a dog.

## GENERAL POLICY

In general, the policy of the Association is to maintain the common areas in a manner consistent with conditions existing when the Condominium was turned over by the declarant. Vines, trees, and shrubs are not permitted to grow on or be in contact with buildings or other wooden structures. When such a situation occurs, vines may be removed and trees and shrubs either removed or pruned by the Association.

### LANDSCAPING

Landscaping of the common areas is under the supervision of the Association and will be so maintained except for plantings installed by Resident's upon receiving approval of a Variance. All requests for care of trees or lawns are to be made in writing through the Managing Agent.

### SPECIFIC POLICY FOR TREES AND SHRUBS

**Native and Decorative Trees.** The Association will make every reasonable effort to conserve native trees. Decorative trees planted originally by the Declarant will be maintained. When these native or decorative trees do not survive, the Association will determine whether to replace them, without restriction as to species, size, or number, after a study of the specific situation. Evergreens originally planted will be handled on a similar basis.

**General Tree Care.** General care, removal of dead trees, and pruning will be carried out on an approved cyclical program. This includes fertilizing, spraying, and tree surgery as determined by the Association.

**Shrubs and Foundation Planting.** The Association will maintain shrub, foundation, or ground cover planting. The Association reserves the option of replacing dead plants with others of comparable traits. No replacements will be made if a resident has made extensive changes, nor will a plant purchased by a resident be replaced.

**Shrub Pruning.** Shrubs will be pruned on a regular cycle or when the planting next to a unit grows so tall or so compact that it causes deterioration of siding, limits access along pathways, interferes with painting operations, etc. The Association will determine pruning cycle.

**Extra Planting by Resident's.** A Variance approval is required if a unit owner desires to replace, at his own expense, existing shrubbery with essentially different shrubs, or to plant additional shrubs, trees, or ground cover in common areas. The resident is responsible for maintaining the new or altered planting. If he subsequently elects not to maintain it, he is responsible for restoring the area to a condition comparable to that, which originally existed. A unit owner having purchased from a prior owner who has done special planting is responsible for all maintenance of such planting on taking title.

### LAWN AND NATURAL AREAS

**Lawn Areas.** The areas to be mowed will be determined by the Association. Lawn mowing normally will be scheduled once a week during the growing season. The Association may alter the schedule during dry spells. At no time should obstructions such as grills, or patio, lawn, play equipment or other furniture, or bird baths fountains, or statuary be placed on a lawn or other common area. The Association will not be responsible for items left on the lawn, which may be damaged by lawn care operations.

**Seasonal Lawn Maintenance.** Lawn areas will be fertilized and treated on a cycle determined by the Association.

**Spring Cleanup.** In the spring, lawns will be cleared of winter debris and leaves removed from borders as early as weather permits. Sand spread during icing conditions will be removed from walks, roadways, and adjacent grassed edges. Lawn areas damaged by winter snow removal will be repaired. Common area beds and mailbox areas will be refurbished where needed.

**Drainage, Water runoff, and Erosion.** Where erosion has taken place or where it is found that standing water threatens to damage grass, plants, or buildings, steps will be taken to rectify the condition. Lawn catch basins and roof gutters will be cleaned periodically and rebuilt or repaired if required.

## **ACCESS AREAS**

Snow Removal. Removal of snow from the wooden deck area is the responsibility of the unit owner. Any damages caused to decks, siding or sliding doors caused by melting snow left unclear is the responsibility of the unit owner, not the Association. Any owner or tenant intending to be away for an extended period during the winter should make arrangements for snow removal from their deck(s).

## POOL RULES & REGULATIONS

The pool hours are from 10:00a.m. until 8:00p.m. (Mon. thru Thurs.), 10:00a.m. until 10:00p.m. (Fri., Sat. and Sun.).

Please shower before entering the pool. Suntan oil will damage the filtering system.

- I. An attendant will be on duty and will be responsible for the enforcement of the rules. The attendant has the authority to eject anyone violating the pool rules.
  - 1 Pool cards must be shown to the attendant upon entering the pool area.
  - 2 An adult must accompany children under 14 years of age. The adult will be responsible for the child's conduct in the pool area. Proof of a child's age will be required when obtaining a pool pass for your unit.
  - 3 All visitors may be subject to an entry fee to the pool. The Board of Directors determines that fee.
  - 4 No alcoholic beverages are permitted at the pool premises. Nor will anyone obviously to be considered under the influence of alcohol be permitted to enter the premises of the pool area.
  - 5 Admission shall be refused to all persons having any infectious diseases, sore or inflamed eyes, colds, nasal or ear discharge, or communicable disease, Persons with excessive sunburn, open sores or bandages of any kind will not be permitted to use the pool.
  - 6 Improper swimming attire will not be allowed. Cutoffs, shorts, halters, T-shirts, etc. will not be permitted in the pool. Street footwear will not be permitted on the concrete apron portion of the pool.
  - 7 No diving is permitted. Spouting water or other unsanitary actions in the pool will not be permitted. Throwing foreign objects or debris in the pool will not be permitted.
  - 8 Inner tubes, water wings, or other types of play equipment may not be permitted.
  - 9 Good conduct is essential in and around the pool area. Running, pushing, wrestling, balls playing, using abusive or profane language, and/or causing disturbances will not be tolerated.

II. Bicycles, mini-bikes, etc. will not be allowed in the pool area.

- 1 All persons using the pool, or pool areas, do so at their own risk. The Association does not assume responsibility for any accident or injury incurred in the pool area.
- 2 The Association is not responsible for any loss or damage to any personal property.
- 3 Food will not be allowed in the pool area. Food can be consumed in the fenced-in picnic area by the pool. Non-alcoholic beverages are permitted in the pool area provided they are in plastic non-breakable containers. No glass of any type is permitted within the pool area.

III. Pets will not be allowed in the pool area.

- 1 Any damage to Association property will be charged to the unit owner who is responsible for the damage.
- 2 The pool may be closed at any time at the discretion of the Association or the pool attendant. Reasons for closing may include breakdown, operation difficulties, weather, etc.
- 3 These rules may be revised or additional rules established at any time. Violation of rules will result in the suspension of your pool pass for a period of two {2} weeks. A second violation of rules will result in the revocation of your pool pass for one entire season.
- 4 Any unit currently delinquent in their common charge payments will not be allowed the privilege of pool facilities.

## TENNIS COURTS RULES AND REGULATION

- 1 To obtain tennis court keys; you must be a resident, you must be 18 years or older, and you must have a valid pool pass. The keys can be obtained from the pool attendant during pool hours. You must leave your pool pass as security until you return the keys to the pool attendant.
- 2 Anyone under 18 years of age must be accompanied by an adult and supervised while using the court.
- 3 Regulation tennis shoes must be worn at all times while on the court.
- 4 No bicycles, roller blades, or pets are allowed on the courts.
- 5 Loud, obnoxious, or profane language will not be permitted.
- 6 DO NOT ADJUST THE NETS OR SIT OR LEAN ON THE NETS.
- 7 No food or liquids are permitted in the court area. Do not leave any garbage or personal items scattered around the courts.
- 8 Any damage to the tennis courts will be the sole responsibility of the person who signed out for the courts.
- 9 Anyone violating these Rules & Regulation will have the privilege of using the courts revoked by the Board of Directors and subject to fine.
- 10 Playing time is limited to one {1} hour.
- 11 Any damage to Association Property will be charged to the unit owner who is responsible for the damages.
- 12 Any unit owner that is currently delinquent in common charge payments will not be allowed the privileges of the tennis courts.

## COMMUNITY CLUBHOUSE GUIDELINES FOR PRIVATE PARTIES

- 1 Anyone wanting to rent the Clubhouse for private functions can contact the Property Management Company.
- 2 Number of guests limited to 60 per order of the Seymour Fire Marshall.
- 3 No party may continue past 12 midnight for evening parties; 5:00p.m. for afternoon parties.
- 4 Use of the hot tub and/or pool is restricted/excluded during any private party. NO EXCEPTIONS.
- 5 Resident/Owner must assume responsibility for conduct of their guests per signed agreement. Town of Seymour ordinance applies regarding noise. Any party violating the ordinance and/or agreement will be terminated immediately and will result in forfeiture of the security deposit.
- 6 Resident/Owner must assume responsibility for cleanup and removal of all trash and personal belongings. The kitchen is to be left clean. An inspection will be made prior to, and following the party, Failure to comply with this rule will result in forfeiture of the security deposit.
- 7 Community Clubhouse rules apply to all private parties.
- 8 The Clubhouse will be opened one hour prior to, and one hour following your party to accommodate setting up and cleaning up.
- 9 Damage to the Clubhouse and/or furnishings during the hours of this signed agreement will be charged to the Resident/Owner.
- 10 Any damage to the Association property will be charged to the unit owner who is responsible for the damage.

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2 Please be aware of the pre-established Articles in the Declaration pertaining to noise. Fines can and will be levied against your account based on this ruling.

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10 No personal items or refuse of any kind will be stored in hallways, common areas, under decks, etc. at anytime. Failure to comply will result in a fine against your account.

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15 Fresh cut Christmas trees are allowed if they are sprayed with a fire retardant material. Trees are not to be discarded in the Association dumpster, but in a location established by Management.

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19 The use of kerosene space heaters is prohibited per Connecticut State Fire Code.

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II. Any unit owner delinquent in their common charge payments will not be allowed the privilege of renting the Clubhouse.

