

3300 PARK AVENUE CONDOMINIUM

RULES

AUTHORITY

These Rules have been approved by the Board of Directors of the 3300 Park Avenue Condominium Association, Inc. under authority of its Declaration and Section 47-244 of the Connecticut General Statutes as of August 18, 2011. They supersede all previous rules and regulations. All unit owners, occupants, tenants, guests, and other persons on the Property for any reason are bound by these Rules at all times.

COMMUNITY LIVING

- 1) The Association takes pride in the civility and aesthetics which make our community such a pleasant place to live. To that end, the Association expects all residents and their guests to show respect for each other and to obey these Rules at all times.
- 2) Our community is exclusively residential. Each unit is restricted to single-family residential use, and no unit or common area may be used for commercial or business purposes. Simple home offices are permitted so long as they conform to applicable legal restrictions, do not unreasonably increase vehicular or pedestrian traffic or disturb other residents, and are not advertised in any sign outside the unit.
- 3) The Association holds meetings at least annually to elect Board members, consider budgets, and address community issues. All owners are highly encouraged to attend or to sign a proxy form for someone else to participate and vote on their behalf.
- 4) Meetings of the Board are generally held monthly. Unit owners are invited to attend except when executive sessions are occasionally called to discuss certain confidential issues.
- 5) Behavior, noises, odors, vibrations, or other activities which disturb, inconvenience, or prevent residents or other persons from enjoying the solitude of their own units are prohibited. No music, parties, or other sound emanating from a unit or common area may be audible inside another unit between 10:00 p.m. and 7:00 a.m. Tag sales and any other invitations to the general public to enter the community are prohibited without advance Board approval. No noxious or offensive activity may occur in any unit or anywhere within the community.
- 6) Common charge assessments are due on the first day of each month payable to "3300 Park Avenue Condominium Association" and directed to the current Property Manager. Special

assessments may be imposed on an as-needed basis, and must be paid in the amounts and on the dates directed by the Board. Identify your unit number on every payment.

7) All federal, state, and local laws and regulations must be obeyed at all times. Nothing may be done or kept anywhere in the community which would result in the cancellation of or increase the rate of any insurance maintained by the Association or violate any statute or ordinance.

8) No unit may be leased or rented unless a copy of the rental agreement is provided to the Board before the term begins. Leases of under one year or individual rooms are prohibited. If any person occupies a unit without being identified in the rental agreement or violates any provision of the agreement, Declaration, Bylaws, or Rules, the Board may take such action as it deems appropriate and as allowed by law, such as fining the tenants and/or unit owner, suspending privileges, and undertaking eviction proceedings.

9) Residents should be mindful of snow accumulation and plowing in common areas, and must secure their vehicles and property accordingly. The Association is not responsible for snowplow damage to any vehicle, landscaping, or other property along a roadway or sidewalk or attributable to failure to comply with emergency instructions.

10) A resale certificate for buying, selling, or refinancing a unit may be requested from the Board for a fee.

SAFETY

1) Common areas, sidewalks, roadways, and amenities are available solely at the user's own risk, and all residents and their guests must take reasonable precautions to protect themselves and their property.

2) The Association does not employ security guards and cannot be responsible for criminal activity. Residents must take responsibility for their own well-being and the conduct of all persons to whom they allow access to the community, and immediately notify the proper authorities of any criminal or suspicious behavior.

3) Play and loitering is prohibited in the parking lots, walkways, sidewalks, stairways, in or near garbage receptacles, in trees or landscaped areas, and in or on any roof, utility shed, equipment room, or power room. Recreation activities are permitted on the common grassy areas between dawn and dusk. Rollers skates, roller blades, and skateboards may not be used anywhere in the community except when being walked on or off the property. Bicycles may not be ridden except for travel directly between a unit and a community boundary. Sledding is allowed only on snow covered grass areas; no skiing is allowed.

- 4) Open fires are prohibited throughout the community. Smoking materials, space heaters, barbeque grills, candles, and other fire hazards may not be left unattended or allowed to damage any structure. No electrical device creating electrical overloading of standard circuits may be used without permission from the Board and adjustment of circuits. Each Unit must contain at least one (1) working fire extinguisher and smoke detector on each floor of living space at all times which meets all applicable codes; annual inspections of units may be conducted to ensure compliance.
- 5) Gas and charcoal grills may be used only at the owner's risk on grass or paved areas at least 25 feet from all buildings and other structures. Outdoor grilling is prohibited on any balcony or patio.
- 6) Firearms, BB guns, pellet guns, paintball guns, bows and arrows, slingshots, and other weapons and devices may not be fired or discharged anywhere in the community at any time.
- 7) All residents must take all appropriate steps to secure their property against intruders, the elements, and vacancy-related hazards. Outdoor furniture, umbrellas, and other objects must be secured against wind at all times.
- 8) It is strongly recommended that all homeowners and renters obtain their own insurance.
- 9) Every unit owner is strictly responsible to safeguard all structures from the major damage which can be caused by escaping water. This includes monitoring, maintaining, repairing, and replacing all pipes, drains, hoses, sinks, toilets, bathtubs, and similar fixtures within the boundaries of a Unit so as to prevent leakage, flooding, freezing, mold, and similar damage.
- 10) Any person who sees, hears, or has reason to suspect that fire, water, mold, pests, hazardous condition, or accident has affected any person or portion of the community must immediately notify the appropriate authorities and the Board promptly thereafter.

MAINTENANCE

- 1) Maintenance and repair obligations are allocated between the Association and unit owners according to the Declaration, Bylaws, and these Rules. If the Association must assume or enforce an owner's maintenance obligations due to the owner's failure to do so, the expense will be charged to that owner. Maintenance requests must be submitted to the Board in writing.
- 2) The following, among other things, are the responsibility of the unit owner at his own expense: painting unit interiors; repairs and maintenance of garage doors and garage interiors; interior carpet cleaning; repair, cleaning, maintenance, and replacement of appliances and all heating, air conditioning, ventilation, water heating, gas and all other piping, plumbing, and electrical systems inside the unit; installation, repair, maintenance, replacement, and removal of

satellite dishes and all telephone, cable, and satellite services; repair, cleaning, maintenance, and replacement of unit doors (including garage doors), windows, screens, and sliding glass doors; and insurance on all personal items. All filters, vents, exhaust fans, chimney flues, and hoses must be cleaned at least as frequently as the manufacturer recommends.

3) The Board has exclusive control to select, install, alter, and remove all landscaping throughout the community. Unit owners and residents may not plant, cut, move, or remove any tree, shrub, flowerbed, garden, or other flora, or direct the Association's landscapers, without the permission of the Board. Unauthorized plantings will be removed at the unit owner's expense, while authorized plantings must be maintained at the unit owner's expense.

4) Owners must keep their units, decks, balconies, and patios clean, well-maintained, uncluttered, and free of children's toys, obstructions, garments, rugs, household items, garbage, debris, hazardous conditions, snow, and ice. Storage under decks or balconies is prohibited. Owners may not permit stagnant water, garbage, rotten wood, or similar pest-related conditions to accumulate or remain anywhere in or near their units. Littering, dumping, junk, abandoned furniture, and accumulations of leaves, brush, trash, and any other unsightly or odorous objects are prohibited throughout the community at all times.

5) Unit owners must have their unit's hot water heater professionally inspected or replaced at least every ten years, and provide proof of this to the Board upon request. An auto-shutoff component is recommended to protect against flooding. The unit owner is responsible for all damage caused by any equipment failure.

6) Washing machine hoses must be steel braided. Dryer vents, lint filters, exhaust pipes, and ducts, must be cleaned regularly. Unit owners who have fire places or wood stoves must have their chimneys and flue systems inspected and cleaned at least once every two years, and provide proof of this to the Board upon request. The unit owner is responsible for all damage caused by any equipment failure.

7) Whenever a unit is unoccupied, all doors and windows must be locked and all sources of combustion must be extinguished or powered off. If a unit will be vacant for more than five days, either the master water valve must be turned off or a responsible person must check the inside of the unit on a daily basis, and shades or blinds must cover all windows (other than the small side windows on the ends of units) to avoid the appearance of vacancy. The interior temperature of a unit must never be allowed to fall below 55 degrees Fahrenheit at any time.

8) Garbage cans, trash bags, and recycle bins must be stored indoors. All refuse and recycling must be properly deposited in designated trash receptacles and properly secured against wildlife, wind, and the elements and to prevent odors and leakage. Furniture, appliances, grills, carpeting, remodeling debris, Christmas trees, and bulk items may not be placed in or near any trash receptacle; unit owners must instead make their own arrangements for separate, proper disposal.

- 9) All applicable recycling regulations must be followed. Cartons and boxes must be flattened or broken down. Newspapers, bottles, and cans may not be packed in plastic bags.
- 10) The Association contracts with vendors to perform services for the community. Any questions or concerns about their performance must be directed to the Board, not to the vendors directly. These vendors cannot be used for personal business without being directly retained and separately compensated. The selection and hiring of a vendor by the Board or Manager is not necessarily an endorsement of that vendor.
- 11) No one may obstruct, alter, damage, or change the appearance of the community's building exteriors, roadways, paths, landscaping, open areas, facilities, utilities, amenities, or common property, or otherwise deprive the community or its residents of them, without advance Board permission. No boats, motors, trailers, cabs, tents, boating or camping gear or equipment, toys, bicycles, strollers, or other items may be left in any common area overnight.
- 12) With reasonable notice except in emergencies, residents must allow the Board access to any portion of the units for maintenance, inspections, meter readings, or repairs, and as otherwise permitted by the Declaration, Bylaws, and these Rules. The Board or manager may require and retain operable keys to the units for use in these situations.
- 13) Any violation of any law or any provision of the Declaration, Bylaws, or these Rules which causes financial harm to the community or common expense may be assessed against the responsible unit owner, occupant, tenant, and/or guest.

AESTHETICS

- 1) Sheds, greenhouses, permanent generators, clotheslines, windsocks, outdoor artificial flowers, fire pits, and above-ground swimming pools are prohibited. No clothes, sheets, blankets, laundry, or other articles may be dried outdoors or hung outside or out of unit or otherwise exposed in the common areas.
- 2) Awnings, canopies, patio enclosures, and similar fixtures are prohibited without the advance permission of the Board.
- 3) Garage doors must be kept closed at all times except when a vehicle is entering or exiting. Unit owners are responsible to maintain their garage doors including windows, handles, rotted sections, and painting (in colors to be approved by the Board).
- 4) Except as stated in Aesthetics Rule 5, no signs or notices can be inscribed, painted, affixed, attached, or hung anywhere in the community that is visible from any other unit or common area without the advance permission of the Board. This includes, but is not limited to, "for sale" and "for rent" signs.

5) Nothing may be hung, attached, or displayed on unit exteriors or visible from any other unit or roadway without the permission of the Board, except as follows:

- The Connecticut and/or American flag of reasonable size displayed in a respectful manner.
- Signs regarding candidates for public or Association office or ballot questions, so long as the signs are of reasonable size and number and are removed promptly after the conclusion of the matter to which they relate.
- Television antennas and satellite dishes measuring one meter or less in diameter so long as they and their wiring are not affixed to or damage a common element, do not present fire hazards or other safety risks, and are positioned and colored as inconspicuously as possible without unreasonably interfering with their installation, maintenance, or use.
- Seasonal decorations of reasonable size and character so long as they are removed promptly after the holiday to which they relate, which for December decorations is by January 15.
- Decks, balconies, and patios may contain outdoor furniture and free-standing planters in reasonable condition.

The Board shall have the sole and exclusive discretion to determine what is and what is not “reasonable” under this rule.

6) No planters, beach towels, laundry, or anything else may be affixed to, draped across, or placed on the railings of decks, patios, or outdoor stairs. Carpeting, astro-turf, and other floor coverings are prohibited on decks and patios.

PETS

1) No animal may be kept as a pet by a resident except a cat and/or dog of reasonable size and gentle disposition, plus pets that are fully contained in tanks or cages (such as fish and birds) are also permitted. No aggressive, nondomesticated, or venomous animal may be brought or kept in the community at any time.

2) Residents are responsible for their pets at all times. This includes monitoring the pet’s own well-being in addition to protecting all people, property, and other animals from them. Residents may not allow their pets to make noise disruptive to other residents at any time of day or night. Residents must compensate any person hurt or bitten by their pet and for any property damage. All pets must have rabies shots and other required vaccinations as per local regulations.

3) Whenever outdoors, pets must be either carried in a secured pet carrier or tethered to a leash no more than six feet long. No animal may be tied or bound to any structure, object, or tree at any time, or permitted to roam freely outdoors in the community.

4) Residents must always curb their pets (i.e., clean up all droppings) throughout the community. Unsealed pet waste may not be placed in or near any garbage receptacle or dumpster provided by the Association. Any landscaping which must be repaired or replaced due to pet excrement or other damage will be charged to the animal's owner or keeper.

5) Any animal which the Board determines violates these Rules or constitutes a nuisance must be permanently removed from the community upon three days' written notice to the owner or keeper.

VEHICLES AND TRAFFIC

1) Vehicles may not be operated anywhere in the community except on established roadways in accordance with all road signs. The speed limit for all community roads is 10 miles per hour. Residents and their guests must drive with the utmost care throughout the community, and provide pedestrians the right-of-way at all times.

2) Vehicles must be parked in both a unit's garage and its adjacent designated parking area first before any owner, occupant, or guest of that unit may park any additional vehicle anywhere else in the community. Parking is prohibited in any area not designated by the Board for parking, on any roadway or curbs, in any grassy area, in another unit's space or garage without permission, or in such a way as to obstruct access to a roadbed or another parking space. Visitor's parking spaces may not be used by any unit owner, or by anyone during snowplowing, or by anyone for more than 48 hours.

3) Vehicles may not be washed or repaired anywhere in the community.

4) Garages may not be used for any purpose except parking vehicles and for storage. Highly flammable liquids may not be kept in garages. Recreational vehicles and boats may not be parked anywhere in the community except in garages.

5) The Association will cause all abandoned, nuisance, unregistered, and improperly-parked vehicles to be towed at the owner's expense.

6) Commercial vehicles, vehicles with business lettering or ladders, and any truck mounted with a plow, carrying exposed construction materials or equipment, or with a wheel base exceeding 126 inches may not be parked anywhere in the community except temporarily as necessary to service the Association or a unit.

7) Skateboards, skateboard ramps, roller skates, roller blades, snowmobiles, go-carts, and all-terrain vehicles may not be used anywhere in the community, including unit driveways, at any time. Bicycles may not be ridden or parked on walkways or grassy areas.

8) Boats, trailers, recreation vehicles, campers, motor homes, snowmobiles, go-carts, jet-skis, and all-terrain vehicles may not be parked anywhere in the community.

ENFORCEMENT

1) The Association may, in the Board's sole and exclusive discretion, enforce these Rules and protect the interests of the community by imposing fees and fines, through litigation in the Association's name, and as it otherwise deems appropriate and as allowed by law.

2) Any person may submit a written complaint to the Board alleging a violation of the Declaration, Bylaws, or these Rules. The Board may issue a warning, demand that any violations cease, conduct a hearing, or take other appropriate action. After notice and an opportunity to be heard, the Board may impose a monetary fine of up to \$100.00 for each violation against any unit owner, tenant, or other person who violates any provision of the Declaration, Bylaws, or these Rules, whether or not a prior warning has been issued. Ongoing violations incur an additional fine on a daily basis until resolved. Unit owners are responsible for any violation committed by persons renting, occupying, or visiting their unit.

3) All common expenses, special assessments, fines, and other debts owed to the Association constitute a foreclosable lien against the delinquent unit, incur a penalty of \$10.00 if unpaid for more than ten days after its due date plus 1.5% interest for each full or part month until paid and all collection expenses including court costs and attorney's fees. A check returned by the bank for insufficient funds or any other reason will incur a \$20.00 fee. Accounts which are more than three months past due will be turned over to an attorney for collection, and may result in legal action including foreclosure.

4) All payments received or recovered will be applied against delinquent accounts in the following order: attorney's fees and collection fees and expenses; interest on and then principal of each unsecured debt in chronological order; interest on and then principal of each unpaid fine in chronological order; interest and late fees on and then principal of each unpaid special assessment in chronological order; and interest and late fees on and then principal of each unpaid common expense assessment in chronological order. This means payment of a current common charge may be deemed late because some or all of it is applied to other delinquencies in the priority outlined above.

5) The Board has sole and exclusive discretion to interpret the Declaration, Bylaws, and Rules, and to grant, grant with conditions, or deny any request for permission submitted by a unit owner.