PART ONE

THE FAIRWAYS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

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 Fairways community.

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

The Fairways Condominium Association, Inc. (**The Fairways**) 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 By-Laws 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, By-Laws and the Rules and Regulations** as they may be amended from time to time. Each resident within the property shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all applicable ordinances, rules and regulations of the City of Torrington. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

OWNERSHIP, SALE, OR LEASE OF UNITS

No unit owner may lease his unit except by complying with the provisions of the By-Laws. The By-Laws provide, among other things, that, if any unit owner intends to lease his unit, he shall first give notice to the Association of such intention. Such notice shall be given by completing the forms in Appendix A (attached) so as to supply the name and address of the proposed lessee (tenant) and the terms of the proposed transaction.

Furthermore, the lease must include the following provisions:

1. Owner and Tenant represent that the lease is consistent with the Declaration, By-Laws, and Rules and Regulations, and expressly provides:

(a) that it may not be renewed, modified, amended, extended, assigned and/or that the Tenant shall not sublet the Unit without the prior written consent of The Fairways Association, Inc.; and

(b) that Tenant shall abide by the Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time; and

(c) that the Landlord may terminate the lease and/or bring summary proceedings to evict the Tenant, if Tenant defaults in the performance of the lease or if the Tenant fails to abide by the Declaration, By-Laws, or Rules and Regulations. Other terms and conditions, consistent with the By-Laws, may be stated in the lease;

(d) the lease must also provide that The Fairways may terminate the lease, or bring summary proceedings in the name of the Landlord if the Tenant fails to abide by the Declaration, By-Laws or Rules and Regulations of The Fairways. This included the failure to pay fines levied against the Owner, because of actions/deeds by Tenant, under the By-Laws and Rules and Regulations; and

(e) the lease shall also contain the following provisions. "In the event that the Owner (Landlord) shall fail to pay common charges for a period of sixty (60) days, thereafter, upon written notice to the Landlord and Tenant, the Tenant will pay to The Fairways Association such portion of the monthly rental equal to the monthly common charges which should be paid by the Owner. The Tenant shall pay said common charge, and any arrears, over to the Association upon demand, monthly or on such other terms as the lease may provide for the payment of rents"; and

(f) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the unit owner.

Specific provisions must be included in the lease regarding compliance with the Declaration, By-Laws, and Rules and Regulations as they may be amended from time to time. The unit owner will be required to pay a fee for each set of leasing applications filed with the Association.

Failure to file the appropriate documents will result in a fine being imposed upon the unit owner.

A fee will be charged for each set of resale documents furnished as required by Connecticut General Statutes. Requests for any documents should be made to the Association's management agent.

If a unit is unoccupied, the unit owner shall arrange for white or off-white curtains to be placed in any window facing the street to maintain appearances and avoid possible vandalism.

ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS

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

Variance Approval. No change or addition may be made to common areas or limited common areas – as defined in the Declaration – without seeking a VARIANCE APPROVAL from the Association Board of Directors. VARIANCE APPROVALS are necessary to ensure that the character of The Fairways Condominiums 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, garage or other common property or limited common property must file a Variance Request with the Association Board. Forms are available from the management agent. 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 preliminary approval has been indicated by the Board, and must be on file before written approval of the Request is issued by the Board. 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, placement of decorations or lights in limited common areas, installation of railing, awnings, or decks, structural alteration of exterior walls.

Landscape Alterations/ Additions. An owner who desires to alter existing planting or add plantings in any common area or limited common area, is required to file a Variance Request, 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. The only plantings permitted without an approved Variance Request shall be flowers placed in any existing strip immediately adjacent to residence foundation. No work may begin until the Variance Request has been approved, in writing, by the Board. The Board shall answer any written request by a unit owner within thirty (30) days after such request.

Tomato and Herb Plants. Vegetable plants are prohibited except for herbs and tomato plants as hereinafter provided. Herbs may only be planted in containers or pots which shall be no larger than 400 square inches in total size and shall only be located on a deck or porch. Containers may be hung from deck railings but must face the unit. Tomato plants may only be

planted in pots and are limited to three pots not greater than 15 inches in diameter for each pot. No hanging tomato plants are permitted. Owners and residents shall make a reasonable effort to grow such herb and tomato plants in such a manner as not to be readily visible to other residents. Owners and residents shall promptly remove any plants or herbs that are dead or diseased. The planting of tomato plants or herb plants in accordance with this section does not require a Variance 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 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 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 whatever 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 AND 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 indicating commercial uses may be

displayed outside a unit. "For Sale" or "For Rent" signs are not to be posted in doors, windows, or at any other location on The Fairways 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 residents or which interfere with the peaceful possession or proper use of the property by its residents.

Barbecues. Gas or electric grills are only permitted to be used and stored in areas outlined in the attached Grill Policy (Appendix D). Charcoal grills and outdoor fires of any type are prohibited. No grill should be used underneath a roof or canopy. Grills and tanks may not be stored or used in a garage or other enclosed space. Grills must be attended when in use.

Outdoor Fires. Fire pits, chimineas, and other types of outdoor fireplaces are prohibited.

Fireworks. No fireworks are permitted to be exploded on The Fairways.

Tag, Estate, or Garage Sales. Tag, estate, or garage sales are not permitted.

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 any emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through patio and deck areas, the only items permitted to be stored on decks and patios are: lawn furniture, barbecues (assuming no overhead covering), and flower planters. Toys and small pools may be on the lawn areas when being used, but must be removed when not being used, and must not interfere with lawn care operations.

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.

The Association will not be responsible for items left on the lawn which may be damaged by lawn care operations.

Limitation on Lawn Sculptures/Ornaments in Common Areas No more than three (3) lawn sculptures/ornaments per unit within 10 feet of the exterior of the building will be allowed. Further, all items are limited to 10 inches in height and 12 inches in width. Potted plants are permitted but will need to be maintained by the owner/tenant and may be placed outside beginning May 1 following the landscaper's spring cleanup. All potted plants, as well as the containers in which they are housed, must be removed by October 31.

Hanging plants are permitted but may not be attached to the exterior building, doors, walls, or windows and may not be screwed into any of portion of a deck. No other items (including but not limited to bird baths, bird feeders, hummingbird feeders, chairs, benches, tables, fountains, religious statutes, wagons, dog leads, and dog houses) are allowed in the common areas without the prior written approval of the Board of Directors.

Wood Storage. Firewood must not be stored alongside buildings, on common areas, decks or patios.

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 elements is 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 (15th October – 15th April) 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 or system deterioration (hot water heaters) 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.

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.

Outdoor Decorations. Unit owners or residents shall not hang or display anything

on the outside walls, doors, windows, other parts of the exterior structure or on/in any common element without the prior written consent of the Board of Directors. This includes, but is not limited to awnings, canopies, shutters and television/radio antennas. This restriction is not intended to prohibit generally accepted decorations/accessories, such as small thermometers, nameplates/ knockers on doors, seasonal/ holiday decorations; nor is it intended to prohibit the hanging of the flag of the United States of America. Such decorations should be aesthetically attractive and should be removed within a reasonable time period after the end of the seasonal or holiday period. Unit owners or residents who install coverings over sliding glass doors and front windows should use a white or off-white color showing to the outside. Decorations such as chimes which cause disturbance to other unit owners may be subject to removal.

Air Conditioners and Fans. No window air-conditioners or window fans are permitted in any building without the prior written permission from the Board of Directors. Prior to installing a window air-conditioner, the unit owner shall install and maintain support brackets in order to properly secure the air-conditioner. Support brackets shall be metal and appropriate to withstand the air-conditioner's weight and size. The unit owner is responsible for the expense to install these brackets. Brackets shall not be nailed or screwed into the exterior of the building.

Painting Exteriors. Owners or residents shall not paint, stain or otherwise change the color of any exterior portion of any building without prior consent of the Board of Directors. The Association will maintain the exterior decks and arrange for routine maintenance and preservation.

Chimney Cleaning and Maintenance. The Association is responsible for the repair or replacement of chimneys and chimney flues and will arrange for periodic inspections of chimneys and flue systems by a qualified contractor. Unit owners will be responsible for cleaning if necessary. If the unit owner fails to correct a reported discrepancy within a reasonable period of time, the Association may hire a contractor to make necessary repairs and assess the cost to the unit. Maintenance of chimney/ fireplace screens, installed by the unit owner, is the responsibility of the unit owner.

Lint Filters on Dryers: Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All such filters and screens will at all times, be used and kept in clean, good order and repair by the unit owner.

Storm, Screen, and Garage Doors. Screen and storm doors may be installed at the owner's expense. The preferred door is a full glass version. It must be white. All installations should have written approval from the Board of Directors prior to installation.

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

Pets. For the safety and protection of all members of the community, all pets must be registered with the Association. This will allow stray animals or pets causing disturbance or damage to be identified to a particular unit. Registrations will require certifications that dogs and cats have been treated with rabies vaccine.

Pet registration forms will be available from the management agent.

No animals, birds or reptiles of any kind shall be raised, bred, or maintained in units for any commercial purposes. Dogs, cats or domesticated birds may be kept in units. Dogs are restricted in size to approximately 24 inches long and 20 inches high and only **ONE** per unit. Cats and birds are restricted to two per unit. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property within three (3) days after Notice and Hearing from the Board of Directors. Owners and caretakers of pets are held responsible for any damage or injury caused by any pets owned by them, their families, guests or tenants. Dogs must be leashed and supervised at all times when on the property of The Fairways. No leash is to extend beyond ten feet. No pet shall threaten or interfere with any resident or guest of The Fairways. Pets are not to be "curbed" on any roadways, walkways, yards, patios, decks, or close to any building other than that of the owner. Owners or caretakers of pets are responsible for the **IMMEDIATE** removal of any feces. In no event shall any pet be tethered close to or on any patio, deck, roadway or walkway or on limited common property or common property of The Fairways.

During such time when a pet is housed in a unit, the owner will indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses which may be sustained by or asserted against the Association and the members of its Board of Directors by reason of acts of said pets committed in or about the condominium property, and the unit owner shall also be responsible for the repair of all damage resulting from acts of said pet.

Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Offensive Activities and Disturbances. Each resident shall behave in a mannerly fashion being considerate of all others at all times. No noxious 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 shall make or permit to be made any disturbing noises in or outside the buildings 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 shall play upon, or suffer to be played upon, any musical instrument or operate, or

suffer 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 residents.

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.

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 of 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 persons nearby. No floor covering shall be installed on any deck.

TRASH, RUBBISH AND DEBRIS

Deposit of Rubbish. All household garbage, be it organic or inorganic matter, will be put into plastic bags and sealed before being deposited in the dumpsters provided in the containers located throughout the property. This prevents garbage or waste from adhering to the inside of the dumpsters; thus creating a health hazard and/or stench, especially in warm weather. All residents must insure that all garbage is put into the dumpster so as not to attract any insects, rodents, or other animals. Garbage left outside or next to the dumpster will not be picked up by the garbage collector.

Disposal of Rubbish. Disposal of garbage/trash, etc. is to be made directly to the dumpsters and not left outside of the container or between the container and wooden enclosure, nor be allowed to accumulate outside of the unit, whether in garbage pails or not. All cartons, packing crates, boxes, etc. must be flattened out before being put into household trash or garbage, such as furniture, box springs and mattress, must be disposed of by the unit occupants. Dumping of chemicals, motor oil, paints or toxic wastes of any kind is not permitted.

Precautions. When opening the doors of the dumpster, take care not to cause damage to the enclosure, adjacent vehicles or injury to yourself. Please be certain the door is properly secured when closed.

Enclosure and Floor Coverings for Decks and Patios. No deck or patio shall be enclosed or covered in whole or in part by any screen or otherwise. No floor covering shall be installed on any deck.

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

REGULATIONS FOR PARKING TRUCKS, RECREATIONAL AND SIMILAR VEHICLES AND OPERATION OF MOTORIZED VEHICLES AND BICYCLES

Compliance with the Law. All residents must comply with the Connecticut state laws and Motor Vehicle Bureau regulations. Motor vehicles are to be operated on established roads only.

Parking. No vehicle shall be parked in such a manner so as to impede or prevent ready access to any parking space, garage or pedestrian walkway. For emergency reasons, no parking is permitted on any roadway at any time.

Residents are requested to park facing into all parking spaces.

All residents are responsible for their guests' parking.

Driving or Parking on grassed areas is strictly prohibited.

No commercial vehicle, or vehicle with more than four tires, is permitted to be stored or parked overnight in the parking areas or common areas. The definition of "commercial vehicle" includes, but is not necessarily limited to, vehicles displaying advertising, or company logo, or visible racks, tools, fixtures or booms, or commercial license plates, plows, or power take-off units.

"For Sale" signs on any vehicles parked on the complex are not permitted.

No camp trailer or recreational vehicle or boat belonging to residents or their guests is permitted to be parked or stored on The Fairways property.

Also included as vehicles not permitted, except as noted below, are those displaying "camper" license plates or substantially modified and/or equipped differently from the original manufacturer's specifications. This includes, but is not limited to external cooling units, electrical connections, pump out fittings, valves, regardless of the type of vehicle registration. However, the Executive Board, on a case by case basis, may authorize a vehicle with "camper" plates to park on the complex. Such authorization must be in writing.

Residents will occasionally be required to move their vehicles to facilitate the removal of snow, the fall and spring cleanups, and the repairs of common areas.

Violator's vehicles may be towed away at the owner's expense.

Parking Restrictions.

The following rules apply to all vehicles at the Association:

Any vehicle in violation of one or more of the follow rules may be towed at the owner's expense:

Vehicles must be parked entirely within one (1) lined parking space.

Fire lanes – no parking is permitted in fire lanes at any time.

No parking in any area reserved for emergency vehicles, no parking within 10 feet of a fire hydrant, as provided in C.G.S. 14-251.

No blocking building access.

No blocking entry or exit from the property.

No unauthorized parking in a parking space designated as a handicap space.

Parking is limited to Unit Owners and their guests, tenants and/or invitees.

All vehicles at the Association must be registered, insured and operational. The term "Operational" requires the vehicle be able to travel safely and legally on public roads in Connecticut.

No unauthorized parking in a parking space designated to another individual owner/renter.

Law compliance – all persons will comply comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and property.

No commercial vehicle, or vehicle with more than four tires, is permitted to be stored or parked overnight in the parking areas or common areas. The definition of "commercial vehicle" includes, but is not necessarily limited to, vehicles displaying advertising, or company logo, or visible racks, tools, fixtures or booms, or commercial license plates, plows, or power take-off units.

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vehicle registration. However, the Executive Board, on a case by case basis, may authorize a vehicle with "camper" plates to park on the complex. Such authorization must be in writing.

Towing Policy. Any vehicle reported parked in an area that prevents contracted vendors from providing services to the association, such as, but not limited to snow and trash removal, maintenance or landscaping services may be subject to immediate towing at the owner's expense.

1. The Association shall post a conspicuous sign stating that Motor Vehicles left without authorization on this property may be towed away. The signage will state where such motor vehicle will be stored, how the vehicle may be redeemed and any costs or fees that may be charged.
2. Payment for towing services is expected before vehicle is released and is the owner's responsibility.
3. Only the Property Manager, an employee of the Property Manager or a Board Member may call the towing company to have a vehicle towed.

Garages. Residents are reminded that garages are for the primary purpose of parking your vehicles. Storage within the garage must not prevent the parking of a motor vehicle in the garage. Garages may not be leased to a nonresident of the condominium.

For security reasons, residents are requested to keep their garage doors closed at all times other than when using the garage for entering or leaving the premises.

Residents are also requested to avoid backing vehicles up to garage doors and allowing exhaust fumes and carbon to mar or otherwise deface the garage door paint finish.

No owner or resident may connect any household appliance including a refrigerator, freezer or other similar continuously running appliance to a detached garage electrical outlet. This rule does not prohibit the use of power tools or other similar type of electrical devices which are connected to such an outlet for a short period of time or the use of an electric garage door opener. The board may assess fines for such violations and may also seek to recover the extra cost of electricity for such violation. This rule does not apply to garages that are attached to a unit for which the owner or resident pays the electrical bill.

Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles. The operation of snowmobiles and off-road vehicles, such as dune buggies, dirt bikes, R.V. Camper Traders, buses, is prohibited on The Fairways 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 which 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, common areas, or in hallways.

Speed Limit. To ensure the safety of all residents, the speed limit is restricted to 15 mph when driving within the complex.

Number of Vehicles. There is a limit of 2 vehicles per unit for overnight parking.

ENFORCEMENT OF RULES AND REGULATIONS

These Rules and Regulations shall be enforced by the Board of Directors pursuant to the provisions of the Unit Ownership Act of Connecticut, the Condominium Declarations and the By-Laws of The Fairways Condominium Association.

PROCEDURES IN CASE OF VIOLATIONS

If the Board of Directors determines that there may be an alleged violation of any of these Rules and Regulations, it may cause a notice in writing to be sent by certified mail to the unit owner to correct or desist from such alleged violation as soon as possible but within thirty (30) days of the date of mailing such notice. If the unit owner disputes the alleged violation, he may make written demand for a hearing within (10) days of the date of mailing such notice. Upon receipt of such demand the Board of Directors shall call such a hearing, giving reasonable notice thereof to the unit owner. The hearing shall be held before a committee of the Board of Directors.

If the committee finds that the unit owner has violated these Rules and Regulations, the Board shall forthwith give the unit owner a final notice in writing to be sent by certified mail (1) to cease and desist from the violation or (2) to correct any unauthorized physical alteration. Such final notice shall specify the time for compliance with its terms.

If the unit owner fails to demand a hearing or to comply with such final notice, the Executive Board may levy a charge for each violation, provided that the charge for each violation shall not exceed $25, unless otherwise specified. Each day that a violation continues after the date for compliance as set forth in the first notice shall constitute a separate violation.

Any charge so levied is to be collected as a summary charge against the particular unit involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce the collection of common charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive or other relief provided by law.

INSURANCE

The Association carries property and liability insurance as specified in the By-Laws. 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 $1,000.
If a claim is made under the master policy due to the negligence of any one 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 unreimbursed 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 and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the property.

PROCEDURES FOR EMERGENCY ACCESS TO UNITS

Neither the Association or management agent shall hold master keys to any unit. In case of an emergency such as water leakage, burst pipes, or other condition which could endanger people or cause damage to other adjacent property, attempts will be made to contact owners or residents 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.

PART TWO

THE FAIRWAYS CONDOMINIUM ASSOCIATION, INC.

SERVICES AND MAINTENANCE

INTRODUCTION

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

DEFINITIONS

Unit. Is the space within any residence as measured from, and including the unfinished surfaces of all ceilings, floors, perimeter walls and interior bearing walls and partitions. The word "residence" shall be used to refer to the entire building when it is clearly, intended to include more than the interior space defined by the term "unit".

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

Common Areas and Facilities. Comprise all real property, improvements and facilities reserved for the exclusive use of a particular unit; they consist of designated driveways, garages, storage space therein, attic space, decks and patios.

"Amended By-Laws" and "By-Laws". Both mean the By-Laws of The Fairways Condominium Association as amended.

MAINTENANCE SERVICE – FORMS AND PROCEDURES

Unit and Limited Common Area Work Requests. Any maintenance requests should be mailed to the Managing Agent.

BUILDING MAINTENANCE

GENERAL POLICY

The policy of the Association is to maintain the common areas of the buildings - for example, roofs, siding, trim, stairs, entryways, 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 By-Laws provide 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 misuse, or neglect.

Windows and Glass Doors. Owners are responsible for replacement of window glass.

Storm Doors, Screens and Awnings. These items are optional and the unit owner is responsible for all costs, of installation, repair and maintenance. Installation of storm/screen doors and awnings must be authorized by the Association to ensure that they will be of approved design, structure and color. A variance form must be filed. Storm windows may be installed only with the approval of the Board.

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 insect infestation will be performed by professionals hired by the Managing Agent. All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of decks.

In addition, waterproofing of decks will be a common expense and contracted for by the Association. The use of paint or colored stain is not permitted.

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

Roofs. All roofs shall be maintained by the Association. Residents or unauthorized persons are not permitted on roofs for any purpose.

Water Runoff Diverters. Unauthorized addition of gutters, water diverters, etc., is prohibited. If the unit owner considers that delayed water runoff is an excessive nuisance, he may file a Variance Request. Any work approved must be performed at the owner's expense. And under the supervision of the Managing Agent.

RESIDENCE UNITS - INTERIOR

Minor interior repairs, such as setting of nails in wall panels, filling the settlement cracks and correcting damage to the interior trim are the owner's responsibility. Structural alterations made to building interiors must comply with all applicable Torrington and State building codes and permits. The owner who desires to alter his unit structurally, or

the attic area above it, 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.

Attic Area. To install a stair, storage area, or whole house fan, the owner is required to file a Variance Request and receive approval by the Association to ensure that the installation does no damage to electrical, heating, air conditioning, or other interior wall and ceiling structures. All requirements for a building permit must also be met. The approved alterations are to be made and maintained at the unit owner's expense.

No attic area approved under a Variance Request should be used for storage of boxes of books, furniture, or other heavy items that can create an overstress on the structure which might result in roof leaks and other problems. Furthermore, over-storage of numerous items constitutes a fire hazard. The Association does not assume responsibility for damage to any stored item from whatever cause.

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

Appliances. Electrical appliances (stove, washer, and dryer, refrigerator, etc.) are the property of the unit owner, who must bear all maintenance and replacement costs.

Heating and Air-Conditioning. All maintenance of heating and air-conditioning systems, 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, reseating of nails in wall panels, filling of settlement 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.

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 operation condition.

Automatic Door Openers. A unit owner may install an automatic door mechanism at his own expense and will assume responsibility for subsequent maintenance of the door mechanism.

EXTERIOR WOOD AND METAL STRUCTURES

Dumpster Container Areas, Mail Boxes, Lighting Standards and Miscellaneous Items. These items will be re-stained or repainted on the same cycle as the residences. Whenever damage occurs, the Association will make repairs.

LANDSCAPING

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

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 back by the Association.

SPECIFIC POLICY 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. The Association will plant no additional shrubs.

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. Pruning cycle will be determined by the Association.

Extra Planting by Residents. 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. The only exception to the above-stated rule is that flowers may be planted in the existing border or beds immediately adjacent to the unit without obtaining a Variance approval.

LAWN AND NATURAL AREAS

Wild Areas. Wild areas are those left un-landscaped and in their original condition. No maintenance will be performed other than removal of dead trees, correction of serious erosion, and elimination of potential fire hazards.

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 schedule may be altered during dry spells by the Association. At no time should obstructions such as grills, or patio, lawn, 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.

Lawn Watering. Unit owners are encouraged to water shrubbery beds during dry spells.

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 deck area and entrance steps is the responsibility of the unit owner.

MISCELLANEOUS

Modification and Waiver. A modification and waiver of any of the provisions of these Rules and 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 and Regulations shall not be construed as a waiver of any subsequent default of the same or similar nature.

Construction. These Rules and Regulations shall be construed and governed in accordance with the laws of the State of Connecticut.

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

Headings. The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provision of these Rules and Regulations.

APPENDIX A—Lease Procedure

Notice to: Proposed Lessors of The Fairways Units, Attorneys and Realtors

Attached are forms which must be used after October 1, 1992 to notify The Fairways at Torrington Association, Inc. of a proposed lease, a requirement set forth in the Rules and Regulations.

1. **NOTICE AND OFFER TO LEASE**

   This form must be signed by each Owner and each tenant, and received by The Fairways at Torrington Association, Inc., prior to the lease start date, but not less than 15 days prior to that date.

   The lease must conform to the Declaration, Bylaws, Rules and Regulations and leasing restrictions as identified in the Notice and Offer to Lease.

   The Notice and Offer to Lease will not be deemed received until the Tenants Certificate of Occupancy and signed copy of the lease have been received by The Fairways at Torrington Association, Inc.

   The Board of Directors shall not have any authority to approve or reject a lease except to extent allowed, and in compliance with, C.G.S. § 47-261b(f)(3) which states:

   > 47-261b(f) An association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to (3) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in common interest communities or regularly purchase those mortgages, provided no such restriction shall be enforceable unless notice thereof is recorded on the land records of each town in which any part of the common interest community is located. Such notice shall be indexed by the town clerk in the grantor index of such land records in the name of the association.

2. TENANT'S CERTIFICATE OF OCCUPANCY

This form must be signed by the tenant listing all occupants and received by The Fairways at Torrington Association, Inc., c/o CM Property Management, P.O. Box 690, 800 South Main Street, Suite 130, Southbury, CT 06488 before the unit is occupied. Statement that a copy of the Rules and Regulations of The Fairways (which can be obtained from the management company) has been received, read and will be observed by the Tenant (s) and occupants.

The fee for filing a Notice and Offer to Lease and the Tenant's Certificate of Occupancy with The Fairways will be $25.00 per lease. Failure to file these documents with The Fairways Association prior to the lease start date will result in a fine of $100.00.

parking

NOTICE AND OFFER TO LEASE

To: Board of Directors
The Fairways at Torrington Association, Inc.

Pursuant to Bylaws of The Fairways at Torrington Association, Inc., as amended.

Re: Unit No._____

Owner (s):_____

_____

Address: _____

1. Owner has received a bona fide offer for a lease of the Unit which the Owner intends to accept from the following tenant (s).

	Tenant 1	Tenant 2
Name		
Current Street		
Current City, State, Zip		

Term of lease: From_____ to_____

2. Owner and Tenant represent that the lease is consistent with the Declaration, Bylaws, and Rules and Regulations, and expressly provides:

a) that it may not be renewed, modified, amended, extended, assigned and/or that the Tenant shall not sublet the Unit without the prior written consent of The Fairways at Torrington Association, Inc.; and

b) that the Tenant shall abide by the Declaration, Bylaws and Rules and Regulations, as the same may be amended from time to time; and

c) that the Landlord may terminate the lease and/or bring summary proceedings to evict the Tenant, if Tenant defaults in the performance of the lease or if the Tenant fails to abide by the Declaration, Bylaws or Rules and Regulations. Other terms and conditions, consistent with the Bylaws, may be stated in the lease; and

d) the lease must also provide that The Fairways, may terminate the lease, or bring summary proceedings in the name of the Landlord if the Tenant fails to abide by the Declaration, Bylaws or Rules and Regulations of The Fairways. This includes the failure to pay fines levied against the Owner, because of actions/deeds by the Tenant, under the Bylaws and Rules and Regulations; and

e) the lease shall also contain the following provisions.

"In the event that the Owner (Landlord) shall fail to pay common charges for a period of sixty (60) days, thereafter, upon written notice to the Landlord and Tenant, the Tenant will pay to The Fairways such portion of the monthly rental equal to the monthly common charges which should be paid by the Owner. The Tenant shall pay said common charge, and any arrears, over to the Association upon demand, monthly or on such other terms as the lease may provide for the payment of rents"; and

f) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the unit owner.

1. Tenant's Certificate of Occupancy is enclosed herewith and the statements therein constitute representations which are a material part of this Notice and Offer to Lease. This Notice and Offer will not be deemed to have been received by The Fairways until Tenant's Certificate of Occupancy has been furnished to The Fairways Board of Directors.
2. A signed copy of the lease between Tenant and Owner must be submitted to the Board of Directors prior to the Tenant taking occupancy of the unit.
3. Tenant will not occupy the unit until the provisions stated herein have been complied with.

Dated_____ and signed below.

Owner (s)_____ Tenant_____

_____ _____

TENANT'S CERTIFICATE OF OCCUPANY

To: Board of Directors
The Fairways at Torrington Association, Inc.

The undersigned,_____and_____
proposed tenant (s) of (address)_____at
The Fairways at Torrington Association, Inc. do state:

A. Tenant will occupy the unit as a:
Primary residence Secondary residence

B. The only other occupant (s) will be the following:

Name	Address	Relationship to Tenant
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Tenant will notify the current manager of The Fairways (CM Property Management, P.O. Box 690, 800 South Main Street, Suite 130, Southbury, CT 06488) in writing of any change in the foregoing occupancy.

D. Tenant has received a copy of the Rules and Regulations of The Fairways at Torrington Association, Inc. from the unit owner.

E. By the signature (s) below, the Tenant (s) declare (s) that the Rules and Regulations of The Fairways at Torrington Association, Inc. have been received, read and will be complied with and observed.

Signature (s) of Tenant (s) _____Date_____

_____Date_____

APPENDIX B-- VARIANCE REQUEST PROCEDURE

1. Request for approval of all exterior changes or modifications to The Fairways at Torrington Association, Inc. (The Fairways) units shall be made using The Fairways at Torrington Association, Inc. "Variance Request" form. Interior structural changes also require a variance.

2. The Owner of Record will complete the top portion of the Variance Request providing adequate information for examination of the proposed change. If anything adjacent to or on the condominium will be moved or added, the following information is required.
   a) a detailed sketch must be provided showing all appropriate dimensions and distances;
   b) other pertinent information such as colors, type and grade of material should be provided.

   The Owner shall then forward the request form to The Fairways at least seven (7) full days prior to the Directors' meeting at which the variance is to be considered.

3. The condominium Board of Directors will examine the proposal and either approve or disapprove the request. The unit owner will receive written notice of the Board's decision no later than 60 days from receipt of the variance.

4. Unless otherwise specified in The Fairways documents, any variance approved will become the responsibility of the unit owner to maintain and/or replace. Approved variances will be listed on any resale certificate transferring to the new unit owner those conditions accepted at the time the variance was approved.

5. 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 preliminary approval has been indicated by the Board, and must be on file before written approval of the Request is issued by the Board. 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, placement of decorations or lights in limited common areas, installation of railing, awning, or decks, structural alteration of exterior walls.

Proposal to Modify Condominium Property

Please submit this form to:

CM Property Management 800 Main Street South Suite L2 P.O. Box 690 Southbury, CT 06488
Email: Cmpm1@cmproperty.com Fax (203) 264-6216

1. Unit owners will submit a completed and signed proposal with all required documentation to CM Property Management. Please note all required documentation must be included in one file/email.
2. After CM Property Management review your request will be forwarded to the Board of Directors for their review and will be added to the agenda to be discussed at the next board meeting.
3. Board approves/denies proposal. If denied, an explanation will be communicated to the applicant.
4. CM Property Management notifies owner of decision.

Required Documents: **☑ Please check boxes below if included with your application.**

1. ☐ A fully completed modification proposal (this document).
2. ☐ Please provide a copy of your contractor's written proposal and their supporting documentation.
3. ☐ Your installer must provide a copy of their certificate of insurance and a copy of their state HIC license.
4. ☐ Description as to location, nature, kind, shape, height, material(s), and color(s) to be used.
5. ☐ Please provide pictures of the area to be modified, drawings/web pages/illustrations, as necessary.

Failure to provide all this information may delay the review and/or subsequent approval of your request.

Description of proposed change:

Please be explicit in your description as to location, nature, kind, shape, height, material(s), and color(s) to be used and attach drawings, as necessary. Failure to provide this information may delay the review and/or subsequent approval of your request. Use a separate page of paper if additional space is needed.

_____
_____

_____
_____

_____
_____

_____
_____

Contractor Information:

Company Name: _____ CT HIC#: _____ Contact Name

_____

Telephone: _____ Email Address:

_____

Mailing Address: _____ City: _____ State:

_____ Zip: _____

Estimated Cost:

_____

_____

I, unit owner of # _____ (and any successor in interest), understand that I am responsible for the maintenance thereof, both current and future. Additionally, I understand that any modification initiated prior to Board approval will be subject to denial of approval, fine or "undoing" of modification at my expense. These modifications are at my expense. I understand that The Fairways at Torrington Association, Inc. will not assume responsibility for maintenance or replacement of the above item unless otherwise specified in The Fairways documents. Should the property granted by this variance become a hazard to common property, it may be removed at the unit owner's expense. Approval of this request shall not be interpreted as a waiver of any permit or license required by law.

_____

Submitted by: (Print) | Signature of Unit Owners | Date

_____

Unit # | Phone Number | Email Address

**********_**ASSOCIATION USE ONLY**_**********

_____

Approved or Disapproved Please Circle | Signature | President or Management Co. (Circle one) | Date

Appendix C—Collection/Foreclosure Policy

1. It is the responsibility of each Unit Owner to pay all common charges, assessments, fines, and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements, or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each Unit Owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.

2. Once an account is referred to an Attorney for collection/foreclosure, all amounts received from a Unit Owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees, and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of $25.00 per month. The late charge will be imposed after the fifteenth (15th) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15th) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the Unit Owner makes a payment of not less than the amount due for said month and said payment is received on or before the fifteenth (15th) calendar day of the month. Additionally, interest at the rate of 1.5% per month shall be assessed against all outstanding balances at the end of the month.

3. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.

4. The first attorney letter shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit

Owner contacts the attorney and requests verification of the amount of unpaid common expenses, every reasonable effort is made to research the account and provide written verification of the amount of unpaid common expenses without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the Unit Owner will be responsible for all common charges, late charges, assessments, attorney's fees, and costs of collection.

5. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association, the Association will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.

6. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 60 days prior to initiating a foreclosure action, shall forward a 60 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 60 day letter shall be sent via first class mail and shall include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to the Association not later than sixty day s after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.

7. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

Appendix D—Grill Policy

Common Buildings (#'s 6, 7, 8. 9 and 12):

Grills of any kind are prohibited from being stored or used on decks and ground floor patios. This is per the State Fire Code and at the direction of the City Fire Marshall\.

Grills are only permitted to be stored or used in Common Elements near these buildings with the written approval of the Board of Directors. Owners desiring to do so should discuss this first with our property manager. As noted previously a community grill is available for use to all residents near Building 7.

St Andrews Close:

Grills cannot be used or stored on enclosed decks or balconies. Grills should be used or stored at least five feet away from a building. It is suggested that grills therefore be stored and used on a resident's driveway at the required distance to ensure compliance with this requirement.

Owners of units without a driveway (#'s 2 to 4, 13 to 18) or who do not wish to store or use a grill on their driveway should contact our property manager to determine a suitable location.

Two Level Townhouses

Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Therefore, the grill should be placed at the farthest end of the deck or patio away from the building.

Owners of One Level Townhouses (99 through 110 Berkshire Oval and Spyglass Court)

Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Again, grills should be placed at the farthest end of the deck or patio away from the building. Grills may not be used on a deck or balcony with a deck or balcony above it. In that situation the owner should contact our property manager to determine a suitable location.

Charcoal grills and fire pits, etc. are strictly prohibited. Grills and tanks may not be stored or used in a garage or other enclosed space. Please do not leave a grill unattended while in use.

Appendix E-- ELECTRIC VEHICLE CHARGING STATIONS

Any Unit Owner seeking to install an Electric Vehicle Charging Station (EVCS) as defined by C.G.S. section 16-19f, in his or her unit parking space or Limited Common Element shall first submit an application to the Board of Directors.

Pursuant to C.G.S. section 16-19f an "EVCS" means an electric component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles by permitting the transfer of electric energy to a battery or other storage device in an electric vehicle.

Such EVCS shall strictly comply with the following Rules:

1. A Unit Owner seeking to install an EVCS shall first submit a written application to the Board of Directors and obtain approval for the EVCS from the Board of Directors.

2. The Board of Directors shall approve an application for an EVCS upon the following conditions:

    a. The Unit Owner(s) agree(s), in writing, to

        i. Comply with the provisions of the Declaration regarding additions, alterations or improvements;

        ii. Engage a licensed and insured contractor to install the EVCS;

        iii. Provide a certificate of insurance, within fourteen days of approval, that demonstrates insurance coverage in amounts deemed sufficient by the Board of Directors. Said insurance shall provide adequate property and liability coverages as determined in sole discretion of the Board of Directors;

        iv. Maintain such insurance until the EVCS is removed and provide proof of such insurance coverages:

            1. Annually upon renewal of the insurance policy; and

            2. Within 10 days of a written request from the Board of Directors.

v. If such insurance is canceled or non-renewed, the Unit Owner(s) shall notify the Association immediately.

vi. Pay for the costs associated with the installation of the electric vehicle charging station, including, but not limited to, increased master policy premiums, attorney's fees incurred by the Association, engineering fees, professional fees, permit fees, and applicable zoning compliance costs;

vii. Pay the electricity usage costs associated with the EVCS via an individual meter or submeter;

viii. Remove the EVCS prior to any transfer of interest in the Unit unless the successor owner(s) agree(s) to take ownership of the EVCS and agree(s) to comply with all provisions of this Rule.

3. Upon approval by the Board of Directors, and upon installation of the EVCS, the Unit Owner(s), and each successive owner(s), of the EVCS shall be responsible for:

   a. The costs for damage to the EVCS, Common Elements or Units resulting from the installation, use, maintenance, repair, removal, or replacement of the EVCS;

   b. The costs for the maintenance, repair, and replacement of the EVCS until it has been removed;

   c. The costs for the restoration of the physical space where the EVCS was installed after it is removed;

   d. The costs of electricity associated with the EVCS;

   e. The Common Expenses incurred as a result of uninsured losses pursuant to any master insurance policy held by the Association;

   f. The uninsured portion of a loss associated with the EVCS, whether resulting from a deductible or otherwise, regardless of whether the Association submits an insurance claim to its Master Insurance Policy; and

   g. Making disclosures to prospective buyers regarding

i. The existence of the EVCS;

ii. The associated responsibilities of the Unit Owner(s) pursuant to this Rule; and

iii. The requirement that the purchaser(s) accept(s) the EVCS unless it is removed prior to the transfer of the Unit.

4. All EVCS's shall be separately metered (For example: connected to the Unit's individual meter) or shall have a proper sub-meter. Sub-meters shall comply with the requirements of the Public Utilities Regulatory Authority.

5. The EVCS shall, at all times, meet all applicable health and safety standards and requirements under any State or Federal Law or Municipal ordinance.

6. Within 30 days of receipt of a written application to install an EVCS, the Board of Directors shall acknowledge, in writing, the receipt of the application.

7. Within 30 days of receipt of a written application to install an EVCS, the Board of Directors shall process such application in the same manner as an application for an addition, alteration or improvement pursuant to the Declaration.

8. The Board of Directors shall issue a written approval or denial of an application for an EVCS within 60 days of receipt of the written application unless the Board of Directors reasonably requests additional information related to the application. If such information is requested, the 60-day period shall be tolled (paused) until such time as the requested information is received.

9. Unless the Board of Directors reasonably requests additional information from the applicant within 60 days of the application, a failure to provide a written denial of the application within such sixty-day period shall result in the application being deemed approved. Such approval shall not relieve the owner(s), and successive owners, from being subject to the provisions of this Rule.

10. In any action by the Association seeking to enforce compliance with this Rule, the prevailing party shall be awarded reasonable attorney's fees.

THE FAIRWAYS AT TORRINGTON, INC.

AMENDMENT TO RULES AND REGULATIONS

The Rules and Regulations of the Association are hereby amended as follows:

The following Rules were adopted by the Board of Directors following Notice and Comment to the Owners on March 20, 2025 and will become effective Ten (10) Days after. These Rules shall be added to the current Rules and Regulations of the Association.

Page 5 of the Rules and Regulations

Obstruction and Storage in Common Areas

Delete last sentence in first paragraph "Bird feeders and other lawn decorations are not permitted"

Add new heading and below paragraphs:

Limitation on Lawn Sculptures/Ornaments in Common Areas

No more than three (3) lawn sculptures/ornaments per unit within 10 feet of the exterior of the building will be allowed. Further, all items are limited to 10 inches in height and 12 inches in width. Potted plants are permitted but will need to be maintained by the owner/tenant and may be placed outside beginning May 1 following the landscaper's spring cleanup. All potted plants, as well as the containers in which they are housed, must be removed by October 31.

Hanging plants are permitted but may not be attached to the exterior building, doors, walls, or windows and may not be screwed into any of portion of a deck. No other items (including but not limited to bird baths, bird feeders, hummingbird feeders, chairs, benches, tables, fountains, religious statutes, wagons, dog leads, and dog houses) are allowed in the common areas without the prior written approval of the Board of Directors.

Approved by:

Signed: _____ Date: 3/20/2025

Gina Profita, President