

KNOLLBROOK CONDOMINIUMS

RULES AND REGULATIONS

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Overview:

The following rules were established to provide reasonable standards for maintaining the appearance of our community, protecting our property values, and encouraging friendly, neighborly relations in Knollbrook.

1. Definitions

Unit owner: The owner or owners of a single condominium unit, as listed on the deed.

Resident owner: A unit owner who resides in the unit.

Non-resident owner: A unit owner who does not reside in the unit.

Tenant: A person who resides in a unit that he or she does not own.

Guest: A person visiting a resident owner or tenant.

2. Resident Owner and Non-Resident Owner Responsibilities

Although the Association has principal responsibility for the services and operation of the community, each unit owner has certain responsibilities, as well. These responsibilities include:

- Keeping the Association informed (in writing) of your current correspondence address, e-mail address(es), and phone number(s), as well as pet information and motor vehicle information.
- Keeping the front entrance and patio/deck areas clean and free of pooled rain water, snow, and debris.
- Exercising consideration for your neighbors in all activities.
- Complying with this Residents Handbook and all condominium instruments (Declaration, Bylaws, and Rules and Regulations).
- Completing, signing, and returning the forms in Appendix F (“Acknowledgment of Receipt of Handbook Form for Unit Owners”) and Appendix B (“Resident Information Form”).
- Attending annual unit owner meetings and voting in elections and on matters for which owner decisions are required.
- Ensuring that your monthly common charges payments are received by the property management company by the 1st of each month.
- Informing the property management company of any maintenance problems inside or outside your unit.
- Reporting suspicious persons and/or activities to the property management company.
- Applying in writing for board approval for proposed unit alterations to the extent required by the Declaration; the application process may include submitting proposals, sketches and/or the contractor’s Certificate of Insurance. Knollbrook Condominium Association
- Being responsible for your children’s actions.

3. Landlord Additional Responsibilities

- Providing the Association with a copy of the current lease.
- Providing every tenant with a copy of this Residents Handbook.
- Ensuring that all tenants abide by the Documents of the Association, including the Rules and Regulations.

4. Tenant Responsibilities

- Reading and abiding by the Rules and Regulations.
- Reporting suspicious persons and/or activities to the property manager.
- Informing your landlord of any maintenance problems.
- Being responsible for your children's actions.

5. 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 necessitating unreasonable levels of mail, shipping, trash removal, or storage requirements. A single-family residence is defined as a single housekeeping unit operating on a nonprofit, noncommercial basis among its occupants. No sign indicating commercial uses may be displayed outside a unit or posted in doors or windows or in any other location on the Knollbrook complex.

6. Ownership, Sale, or Lease of Unit

No unit owner may lease his or her unit, except by complying with the provisions of the Bylaws. The Bylaws provides, among other things, that if any unit owner intends to lease his or her unit, he or she shall first give 30 days' notice to the Association of such intention. Such notice shall be given by completing the form "Tenant Information Form", so as to supply the name and address of the proposed lessee (tenant) and the terms of the proposed transaction. Failure to file the appropriate documents and comply with the Bylaws may result in a fine being imposed on the unit owner after notice and hearing.

7. Resale Certificates

As stated in Section 10.5 of the Declaration, a fee will be charged for each set of resale documents furnished as required by Connecticut General Statutes. Requests for documents should be made to the Association's property management company.

8. Moving In and Out

For the convenience and comfort of all residents, moving in and out of units may be done only between the hours of 7:30 a.m. and 9 p.m. Moving trucks and vans may not be parked on the property for more than 36 hours and may not block access to any other unit's garage or doors. Unit owners are responsible for any damage caused by their moving vehicles to the grounds, including roadways, curbs, driveways, and structural elements. All cardboard boxes must be flattened and put in blue City of Shelton-issued recycling bins. Failure to abide by these rules may result in a fine or fines being imposed on unit owners.

9. Pets

Pets are restricted to one dog of less than 20 inches in height at the shoulder at maturity or one house cat per unit. Effective May 2016, residents owning more than one pet as of that date will be grandfathered in and allowed to keep their current pets; however, once these pets pass on, the unit owner must abide by the one-pet rule. Pets may not be kept, bred, or maintained for commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the condominium complex within three (3) days after notice and hearing to the owner. In no event shall any pet be permitted in any portion of the common elements unless carried or leashed and under control of the handles. Residents are forbidden from letting their pets relieve themselves in any courtyard, on any grass, or near any patio, deck, stairs, or walkway, except on the street. Doing so is detrimental to the grass, terrible for our shoes, unhealthy for children, unpleasant to smell, and not in keeping with the character of our neighborhood. It also creates conflict among neighbors. Each resident shall pick up and remove solid wastes from his or her pet, including cats, regardless of location, and shall be responsible for any damage caused by his or her pet to others and to the grass. The unit owner shall hold the Association and other unit owners harmless from any claim resulting from any action of his or her pet. All dogs and cats must have proof of license with the City of Shelton and be up-to-date on their inoculations.

10. Noise Ordinance

Knollbrook abides by City of Shelton noise ordinances (No. 803, §1, 1-11-07, and 824, §1, 4-12-07). Therefore, residents are to refrain from gathering in the roadways, driveways, parking lots, courtyards or balconies and creating a noise disturbance through loud talking, shouting, playing loud music, or operating excessively loud motor vehicles or motorcycles between 9 p.m. and 7:30 a.m. In addition, car washing may not be done before 7:30 a.m. Residents are responsible for the actions of their guests and visitors.

11. Prohibited Practices and Nuisances

As residents of a condominium community, we all must be respectful of our neighbors' rights and ensure that none of our activities disturb our neighbors' enjoyment of their home. No nuisances are allowed on the property, nor shall any use or practice that is a source of annoyance to residents or that interferes with the peaceful possession or proper use of the property by its residents be allowed. Each resident shall behave in a mannerly fashion, being considerate of all others at all times. No obnoxious or offensive activity shall be carried on in or within the properties of the complex, nor shall anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to other persons within the complex. 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, or licensees.

12. Fireworks

Fireworks of any kind are not permitted to be exploded in the complex at any time.

13. Tag/Estate/Yard/Garage Sales

Tag, estate, yard and/or garage sales are not permitted, other than those periodically scheduled by the Social Committee and approved by the board and open to all residents unless requested in writing and approved by the board of directors.

14. Open Houses/For Sale Signs

Temporary signs are permitted for open houses. No permanent signs are permitted inside or outside units. Owners of units holding open houses are responsible for ensuring that visitors are directed to appropriate parking spaces. 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 at the sole expense of the unit owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

15. Parking and Operating of Motorized Vehicles

All residents must comply with Connecticut state laws and Department of Motor Vehicle regulations. Motorized vehicles may be operated on established roads only. Vehicles may not be used as storage facilities.

16. Speed Limit

To ensure the safety of all residents, the speed limit is restricted to 15 miles per hour when driving within the complex. All guests should be reminded of this safety regulation.

17. Trucks and Commercial Vehicles

Trucks and commercial vehicles of a capacity of greater than one ton and/or having more than four wheels and/or unable to fit in the unit owner's garage with the door are closed are prohibited in parking areas and driveways, except for temporary loading and unloading or as may be designated by the board. The operation of snowmobiles and off-road vehicles, such as dune buggies, ATVs, dirt bikes, RV camper trailers and buses, is prohibited on Knollbrook 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 spills or leaks onto the pavement of the parking lots, streets, driveways, and garage floors. The cost of a cleanup by an outside contractor hired by the Association will be charged to the unit owner to which the vehicle belonged. Abandoned and inoperable vehicles must be removed from parking areas within (7) days. Storage of unregistered motor vehicles is not permitted on the common elements at any time and is subject to towing at the vehicle owner's expense.

18. Parking

There are no assigned parking spaces in Knollbrook; rather, we have a first come, first-served parking system, in the belief that it usually prevents the kinds of conflicts between neighbors caused by assigned parking when guests park in someone else's parking spot.

- All vehicles must be kept in running condition with a valid license plate. Any vehicle in violation of this rule that is not removed within seven (7) days is subject to being towed at the owner's expense.
- Parking in the roadways or anywhere else that is not a designated parking space is not only forbidden, but also presents a public safety hazard to everyone in the community should emergency vehicles need to enter our complex. If a driveway cannot be plowed or otherwise treated for snow and/or ice due to an obstruction in the driveway such as a vehicle, the Unit Owner may be assessed the cost to have the snow contractor return and plow or otherwise treat the driveway for snow and/or ice.
- At no time may vehicles be parked in driveways in such a manner that they protrude into the roadway.
- Vehicles that block another parked vehicle will result in immediate towing at the vehicle owner's expense.
- Commercial vehicles, flatbed trucks, box trucks, lawn equipment trailers, and vehicles longer than 18 feet are not permitted to be parked overnight in Knollbrook, by any owner, tenant or guest.
- Vehicles may not be used as storage facilities.
- Car repairs and oil or other fluid changes are not permitted to be done anywhere in the complex.
- All vehicles parked on the premises must be in running condition and insured and have a valid license plate. Any vehicle in violation of this rule that is not moved within a seven-day period is subject to being towed at the owner's expense. In addition, the person or host to whom the vehicle is registered following notice and hearing may be levied a daily fine for the period that the vehicle has been in violation of these rules.

19. No-Parking Areas

Vehicles may not be parked in such a manner to block access to garages, fire hydrants, mailboxes, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two-lane passages by vehicles on roads or driveways. Vehicles also must not idle or be parked in the entranceway to the complex, including in front of the stone entranceway sign.

20. Visitor Parking Areas

Visitor parking areas are provided by, and maintained by, the Association and are for visitors only. These areas are not intended to provide long-term parking or storage (i.e., being parked for more than 30 consecutive days without being moved) for vehicles. Residents found in violation of this may be assessed a fine after notice and hearing.

21. Insurance

The Association carries property and liability insurance, as specified in the Declaration. Residents are responsible for maintaining insurance on their personal property within their dwelling unit and in any

limited common area that has been assigned for their use, including upgrades and any other changes made. Unit owners should check with their insurance professional to determine the adequacy of coverage on items for which they are responsible. Pursuant to the Declaration and/or the Maintenance Standards, there are situations in which unit owners may be responsible for any shortfall in insurance proceeds as a result of a deductible or otherwise. All unit owners must review the Association's Documents carefully, including its Master Insurance Policy, copies of which are available through Management.

22. 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.

23. Maintenance, Repair and Replacement Standards Policy

Please see Knollbrook's Maintenance, Repair, and Replacement Standards Policy.

24. Interior Issues

Minor interior repairs, such as setting of nails in wall panels, filling the settlements cracks, and correcting damage to the interior trim, are the unit owner's responsibility. Structural alterations made to building interiors must comply with all applicable city and state building codes and permits. Owners who desire to alter their unit structurally must file a Variance Approval Request Form with the Association and receive authorization in writing before proceeding with such alteration.

Unit owners must make certain that the person or firm selected for any alteration has registered with the property management company before starting and that all required building permits and certificates of insurance have been obtained and filed with the property management company. Failure to do so may result in a fine.

25. Owners' Responsibility for Repair and Maintenance and for Negligence

The Declaration stipulates that each owner is responsible for the maintenance of, and repair to, his or her unit and garage. Each unit owner also is 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 or her gross negligence, willful misconduct, or violation of a Maintenance Standard.

26. Smoke Detectors

Per Connecticut state law, all units must have operational smoke detectors and carbon monoxide detectors on each floor. Unit owners are responsible for keeping such detectors in good operating condition.

27. Electrical Wiring, Electrical Fixtures/Devices, 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 repairs or replacement of electrical wiring, electrical fixtures, plumbing, and plumbing fixtures. No devices creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a unit that affects other units or 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.

28. Appliances

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

29. 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. During the autumn and winter months (October 15 through April 15), no unit owner shall leave his or her unit vacant without taking precautionary measures by way of maintaining heat in the unit and checking the unit. 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 also must be taken. A minimum temperature setting of 55 degrees Fahrenheit is required. The Association will seek to enforce the Maintenance Standards against unit owners in violation.

30. Walls, Floors, and Ceilings

All wallpaper, carpeting, and floor coverings within the unit are the property of the unit owner.

31. Windows and Exterior Doors

Owners are responsible for the replacement of windows, as well as glass and skylights. Owners must maintain conformity as well as aesthetic value. Unit owners seeking to replace windows and/or doors must receive board approval prior to purchase and installation. All windows that open must have window screens.

32. Window Coverings

All windows visible from the common areas must have window treatments, such as curtains, blinds, and/or draperies. Foil, foil-look, and Mylar window treatments are not permitted, nor are bed sheets, blankets, towels, or paper materials permitted to be used as window coverings. Trim (Wood, Metal, etc.). Unit owners are responsible for all interior trim repairs and replacements (for example, doors, jambs, trim, cabinets, counter tops, bathroom tiles, fireplace facing, hearth, and mantel).

33. Interior Pest Control

With the exception of wood-boring insects such as carpenter ants and termites, the elimination of animal or insect infestation (for example, ants, wasps, bees, cockroaches, rodents, or bed bugs) is the unit owner's responsibility.

34. Trash and Recycling Bins

The Association receives weekly rubbish removal service from the City of Shelton for all ordinary residential trash and recycling. All refuse must be bagged and placed in the appropriate City of Shelton–provided rolling bins provided to each unit. Large articles not considered “ordinary” household trash, such as furniture, box springs, and mattresses, must be disposed of by the occupants of the unit. Dumping of chemicals, motor oil, paints, solvents, or toxic wastes of any kind is not permitted. Bins must be housed in garages, except on trash collection day. Bins may not be put out for pickup before 5 p.m. the day before (except for holiday weeks, when pickup service is altered) and must be returned to garages no later than 8 p.m. on collection days (again, except for holiday weeks, when pickup service is altered). It is the responsibility of residents to haul away or have removed by their contractor any debris generated in the course of a renovation or remodeling effort.

35. Garages

Garages serve the primary purpose of housing parking vehicles. Storage within garages must not prevent the parking of a motor vehicle inside them. Garage space may not be leased to a nonresident of the condominium unit. For security reasons, residents are requested to keep their garage doors closed at all times, except for when using the garage and when entering and leaving the premises. Owners are responsible for the maintenance and replacement of their garage door(s); as such, they must keep their garage door(s) in a presentable state (i.e., free of peeling paint, gouges, scuff marks and/or anything else determined to be an eyesore by the board). Residents also may not back vehicles up to garage doors and allow exhaust fumes to mark or otherwise deface the garage door paint finish.

36. Bicycle Storage

Bicycles may not be stored on decks or patios or in common areas.

37. Exterior Issues

The policy of the Association is to maintain the common areas of the buildings in a condition of safe repair and compatible with the character and integrity of the condominium.

38. Definitions of Common Areas and Limited Common Areas

The common areas include, but are not limited to, the exteriors of all dwellings, roadways, walkways, public lawns, entrances, shrubs, and trees. The limited common areas include, but are not limited to, porches, decks, patios, and garages. The use of same is restricted to the units to which they serve. These items are more specifically described and defined in the Declaration.

39. Alterations to Exteriors

Owners and residents shall not paint, stain, or otherwise change the color of any exterior portion of any building. The Association maintains the exterior decks and arranges for routine maintenance of, as well as budgets for, exterior painting through the capital reserve program.

40. Unit Owner Responsibility for Alterations/Additions to Common or Limited Common Areas

A unit owner shall be responsible for all expenses of alteration in compliance with the plan’s 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 or her own expense, take corrective action respecting any alterations, damage, destruction, or removal caused by him or her or the unit owner's tenant to restore the common area to the pre-damaged 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.

41. Penalty for Unauthorized Structural Changes to Common or Limited Common Areas

Any structural changes made to a unit or any changes made by or permitted to be made by a unit owner in the common or limited common areas without prior written consent 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 (or less, if unsafe) 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 that does not comply with the specifications filed, or any landscaping installed that 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. 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 plantings into compliance with the specifications or plan and assess the cost against the violator's unit owner.

42. Common Area Work Requests

Service/work order requests should be put in writing and mailed or emailed to the property management company. They also may be phoned into Dobbin Management at 203-723-2090. All emergencies should be called into the property management company's office at the unit owner's earliest possible convenience.

43. Exterior Pest Control

The Association maintains an external maintenance program for removing visible nests from the exteriors and making reasonable efforts to block entranceways for pests from the exterior.

44. Storm Doors, Screen Doors, and Awnings

These items are optional, and unit owners are responsible for all installation, repair, and maintenance costs. Installation of storm or screen doors and/or awnings for decks must first be approved in writing by the Association for design, structure, and color. Damage to screens is the responsibility of the unit owner.

45. Decks and Patios

The Association maintains all decks and patios to ensure structural integrity. Necessary replacements of supports damaged by rot or insect infestation will be performed by professionals hired by the property management firm. Waterproofing of decks is a common expense and is contracted for by the Association on a scheduled maintenance program. Each unit owner is responsible for general cleaning and day-to-day maintenance of wood decks and must keep his or her unit and any deck or patio to which he or she has sole access in a neat, clutter-free state of cleanliness and shall not create any annoyance or safety hazard. No laundry, rugs, or other materials may be hung on or from decks or patios. Decks and patios

may not be used to store unsightly or heavy items. Removal of snow from decks is the responsibility of the unit owner. Any damage caused to decks, siding, or sliding doors caused by snow left uncleared is the responsibility of the unit owner. Any owner or tenant intending to be away for an extended period during the winter must make arrangements for deck snow removal. If alterations or additions to a deck or patio by a resident result in premature deterioration, the costs of repairs or replacement will be charged to the unit owner. For safety purposes, flower boxes and other objects on deck railings must be properly attached. They may not present a hazard through being blown down by wind or causing wood rot or other damage. No deck or patio shall be enclosed or covered in whole or part by any screen or otherwise. No floor covering shall be installed on any deck or patio without prior written consent of the board.

46. Roofs

Roofs are maintained by the Association. Residents and unauthorized persons are not permitted on roofs for any purpose at any time.

47. Snow Removal

The Association contracts for snow plowing of streets and parking areas, shoveling of sidewalks and driveways, and salting and sanding where needed. Generally, snow plowing and shoveling commence only when 2 inches or more of snow have accumulated. Although the Association makes every reasonable effort to clear the snow promptly, it cannot accomplish total removal from all places at once, especially while snow or sleet is still falling. If a driveway cannot be plowed or otherwise treated for snow and/or ice due to an obstruction in the driveway such as a vehicle, the Unit Owner may be assessed the cost to have the snow contractor return and plow or otherwise treat the driveway for snow and/or ice.

48. Prohibited Alterations and Decorations

Except as specifically authorized in the Bylaws, no articles other than U.S. or Connecticut state flags and seasonal decorations shall be hung out of a building, exposed, or placed on the outside walls or doors of a building or on trees, and no sign, canopy, or shutter shall be affixed to or placed on the exterior walls or doors or roof, or any part thereof, or exposed on or at any window. If a unit is unoccupied, the unit owner shall arrange for appropriate window treatments to be strategically placed to maintain appearances and avoid possible vandalism. No laundry, rugs or other materials may be hung on or displayed outside unit walls, entranceways, etc.

49. Variance Approval for Landscape Alterations/Additions

No change or addition may be made to common areas or limited common areas without seeking a variance approval from the board of directors. A variance approval is necessary to ensure that the character of Knollbrook is maintained, the rights of unit owners are 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. The board shall have sole discretion to grant or deny a variance request.

50. Holiday Decorations

Holiday decorations (such as Christmas lights, wreaths, window lights/menorahs, etc.) may not be put up on the exterior of any units more than four (4) weeks before the holiday . Accordingly, all holiday decorations may not remain on the exterior of any units for more than four (4) weeks after the holiday ends.

51. 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 or her unit that will interfere with ready access to the unit by emergency responders or use and enjoyment by other unit owners, guests, and/or tenants. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through patios and decks, the only items permitted to be stored on patios and decks are lawn furniture, barbecue grills, and flower planters with containers underneath them to prevent rot to wood decks and patios. Written approval by the board must be obtained before storing or displaying items not specifically covered in this section. Any unauthorized items stored on common or limited common element areas (including firewood) are subject to removal and disposal at the unit owner's expense. The Association will not be responsible for items left on the lawn that may be damaged by lawn care operations.

52. Window Air Conditioners and Fans

Window air conditioners and window fans are not permitted in any building without prior written consent from the board.

53. Outdoor Cleaning, Washing, and Drying

No inappropriate object, such as rugs, towels, clothing, sheets, blankets, or laundry, shall be hung or placed outside a unit from any window, door, deck, or patio. Rugs and mops shall not be shaken in such a manner as to cause dust to be blown toward nearby persons, decks, patios, windows, or doors. Pet hair may not be discharged into the common areas.

54. Mailboxes, 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, the cost of which shall be a common expense unless the Documents provide otherwise. Unit owners are responsible for obtaining and maintaining the lock on their assigned mailbox.

55. Landscaping

In general, the policy of the Association is to maintain the common areas consistent with conditions existing when the condominium complex was turned over by the Declarant. Vines, trees, and shrubs are not permitted to grow on, or be in contact with, buildings or other wooden structures. When such a situation occurs, vines may be removed and trees and shrubs either removed or pruned by the Association. Landscaping of the common areas is under the supervision of the Association and will be so maintained except for plantings installed by residents after receiving approval of a variance. All requests for the care of trees or lawns are to be made in writing to the property management company. 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. The Association will maintain shrub, foundation, and 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. 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, poses a safety hazard to residents, etc. The pruning cycle will be determined by the Association. Lawn mowing normally is 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, lawn or play equipment, other furniture, bird baths, fountains, or statuary be placed on a lawn or other common areas. The Association will not be responsible for items left on the lawn that may be damaged by lawn care operations.

56. Landscape Alterations/Additions

A variance approval is required if a unit owner desires to alter, add, or replace at his or her own expense existing shrubbery with essentially different shrubs or to plant additional shrubs, trees, or ground cover in common areas. The board shall respond within thirty (30) days after such request. The resident is responsible for maintaining the new or altered plantings. If he or she subsequently elects not to maintain it, he or she will be responsible for restoring the area to a condition comparable to that which originally existed. It shall be the responsibility of the unit owner or his or her agent or employees to determine the location of utilities and avoid damage to them. A unit owner having purchased from a prior owner who has done special plantings is responsible for all maintenance of such planting upon taking title. Failure of the board to respond shall be deemed a denial without prejudice.

57. Animal Feeders

Because of all the issues that have been reported regarding vermin (i.e.: rats and mice) and wildlife (i.e.: bears and coyotes), all animal feeders of any kind (including but not limited to bird feeders, bird baths, etc.) be prohibited from ALL common and limited common areas of the Knollbrook community. This includes but is not limited to; trees, bushes, decks, underside of deck and exterior walls.