



# **RULES AND REGULATIONS**

**Effective**

**June 1, 1999**

# C O N T E N T S

## MOUNTAINDALE CONDOMINIUM ASSOCIATION, INC.

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## PART ONE

### MOUNTAINDALE 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 Mountaindale community.

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

The Mountaindale Condominium Association, Inc. (Mountaindale) 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 Town of Thomaston. 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

- A) 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.
- B) Owners are responsible to supply tenants with copies of the Rules and Regulations, Tenant's Certificate of Occupancy & Resident Information sheet.
- C) 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.

D) If a unit is unoccupied, the unit owner shall arrange for blinds, shade or curtains to be placed in any window facing the street to maintain appearances and avoid possible vandalism. During the winter months (October 15th - April 15th) no unit owner shall leave his unit vacant without taking precautionary measures by way of maintaining heat in the unit and checking the unit at least once a month. Precautionary measures to prevent the bursting of pipes and plumbing systems due to freezing of water 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.

#### **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 Mountaindale 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, placement of decorations or lights in limited common areas, installation of railings or decks, structural alteration of exterior walls.

**Landscape Alterations/Additions.** An owner who desires to alter existing planting or add planting(s) in any common area or limited common area, is required to file a Variance 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 (no vegetable plants) 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.

**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 Mountaindale 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.** Barbecuing is permitted only on decks or lawn areas. Barbecues must be stored by the rear door of each unit after use. When barbecue grills are in use they must be a minimum of 2 feet away from the building.

**Fireworks.** No fireworks are permitted to be exploded on Mountaindale property.

**Tag, estate, or garage sales.** Tag, estate, or garage sales are not permitted except when determined by the Board of Directors.

**Immoral and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof. 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.

**Obstructions and Storage in Common Areas.** No unit owner shall cause or permit any obstruction of the common areas or limited common areas reserved for the use of his unit which will interfere with ready access to the unit by security personnel, firemen, or others called in an emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through deck areas, the only items permitted to be stored on decks are: lawn furniture, barbecues, 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. Bird baths and other lawn decorations are not permitted.

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.

**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.

**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. Decorations such as chimes which cause disturbance to other unit owners may be subject to removal.

**Air Conditioners and Fans.** Any air conditioner or window fan installed in a window must be installed in a safe manner to prevent damage to the building or injury to any person. Central air and wall unit installations are allowed with the proper variance request.

**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. Decks must be kept in repair by the Unit Owners.

**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, Screens, Garage Doors and Windows. Screen and storm doors may be installed at the owners expense. The required door is a four panel version. It must be brown. Replacement windows may be installed at the unit owner's expense, as per specifications supplied by the Association. All installations should have written approval from the Board of Directors prior to installation. Storm doors and garage doors must be maintained by the Unit Owners. Front windows or garage window treatments, blinds, shades or curtains should be aesthetically attractive.

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.

All dogs must be licensed by the town of Thomaston and be registered with the appointed K-9 officer of Mountaindale Condominiums, Inc. All dogs registered with the K-9 officer of Mountaindale Condominiums will receive a Mountaindale tag, which must be on the dog at all times. Any dog found without a tag will be considered a stray and removed from Mountaindale Condominiums at the owner's expense. In no event shall any dog be permitted in or on any portion of the common elements unless carried or attended while on a leash.

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 a maximum of 20 inches high at maturity and only ONE per unit. Cats and birds are restricted to two per unit. Owners and caretakers of pets are held responsible for any damage or injury caused by any pet(s) owned by them, their families, guests or tenants. All dogs must be walked on a hand held leash and supervised at all times when on the property of Mountaindale.

No pet shall threaten or interfere with any resident or guest of Mountaindale. Pets are not to be "curbed" on any roadways, walkways, yards, decks, or close to any building. 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 deck, roadway or walkway or on limited common property or common property of Mountaindale.

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.

Any pet causing or creating a nuisance, unreasonable disturbance or noise or is in violation of the rules and requirements of the association shall result in the following:

- |                                 |  |
|---------------------------------|--|
| 1. First Offense                | Notice of Violation / Hearing and possible \$100.00 fine will be sent to the Unit Owner.     |
| 2. Second Offense               | Unit Owner will be assessed a \$100.00 fine.   |
| 3. Third and Following Offenses | Unit Owner will be assessed a \$500.00 fine and the animal will be removed from the grounds. |

**EXCEPTION**

All dogs must be 20 inches or less in height at the shoulders at maturity. At the discretion of the Board of Directors, any dog residing at Mountaindale Condominiums and registered with the Town of Thomaston prior to March 25, 1992 will be "GRANDFATHERED" by the Board of Directors. **ALL DOGS "GRANDFATHERED" BY THE BOARD OF DIRECTORS MUST MEET ALL OTHER REQUIREMENTS OF THIS SECTION.**

**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.

#### 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 the dumpsters. Large articles that are not considered "ordinary" household trash or garbage, such as furniture, appliances, box springs and mattress, must be disposed of by the unit occupants. Dumping of chemicals, motor oil, paints or toxic wastes and their containers is not permitted. All large items as those mentioned above must be transported to the Thomaston Transfer Station by each individual owner or tenant. Permits may be obtained free of charge at the First Selectmans office in Thomaston.

Transfer Station Hours -

April through October

Monday 1:00 p.m. - 5:00 p.m.

Wednesday 8:00 a.m. - 12:00 p.m.

Saturday 8:00 a.m. - 3:00 p.m.

November through March

Wednesday 8:00 a.m. - 12:00 p.m.

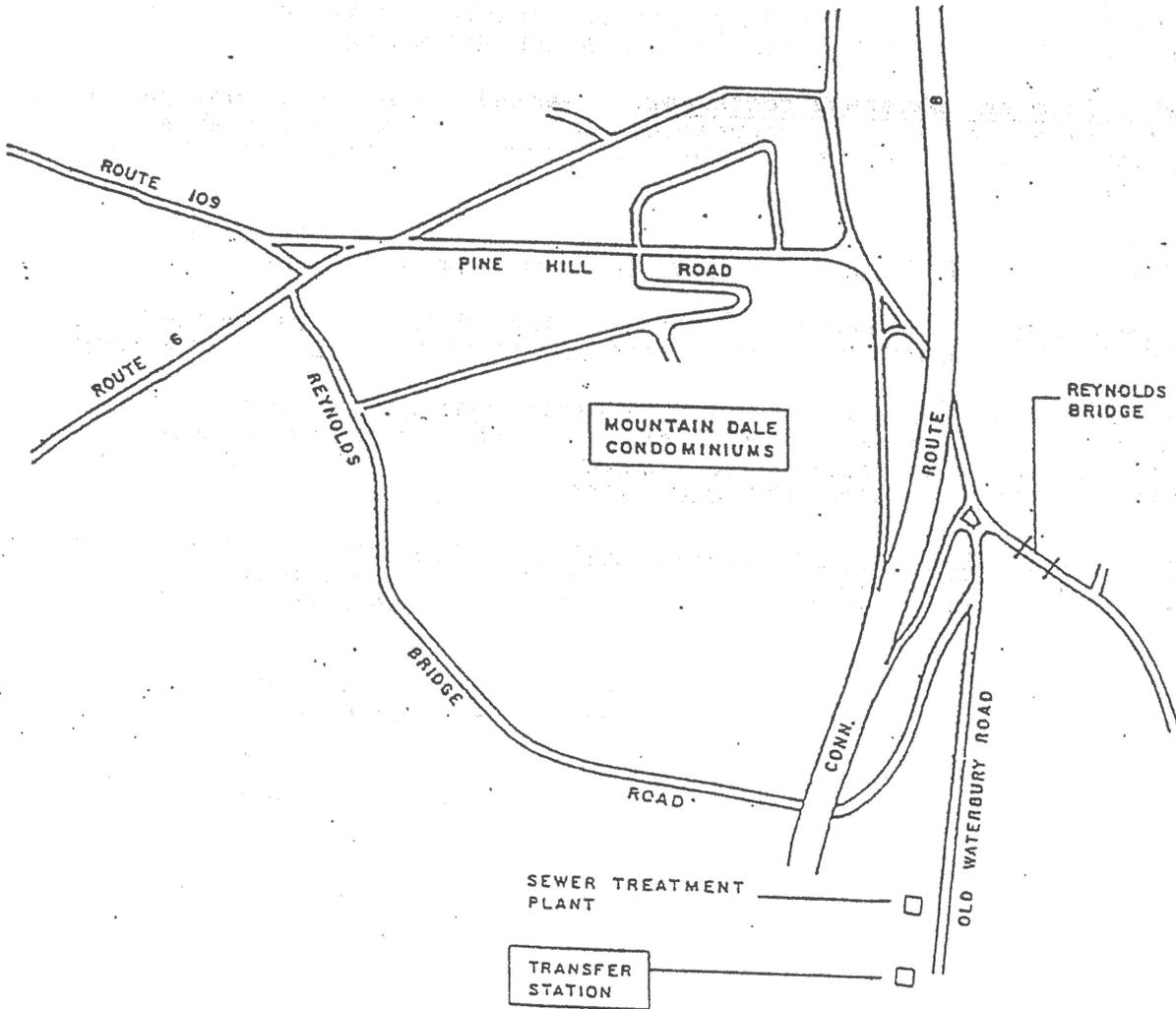
Saturday 8:00 a.m. - 3:00 p.m.

Directions to Transfer Station are on following page.

DIRECTIONS TO TRANSFER STATION

TRANSFER STATION LOCATION MAP

(NOT TO SCALE)



## Recyclables

The following materials are considered acceptable by Connecticut Resources Recovery Authority. This list is for your use in determining what is recyclable, and what is not.

Newspapers - (and newspaper inserts) - no more than two (2) months old; tied with string or bundled in a brown paper grocery bag; must be clean and dry.

Corrugated Cardboard - with corrugated (alternating ridges and grooves) kraft (brown) paper only; uncoated; clean and dry; flattened.

Glass food and beverage containers - clear, brown, and green bottles up to one gallon in size; washed clean, caps, lids, and corks removed; attached labels and neck rings are acceptable. EXAMPLES: SODA, LIQUOR, WINE, JUICE BOTTLES, JAM JARS AND MASON JARS.

Metal food and beverage containers - washed clean, up to one gallon in size, clean metal lids acceptable, No. 10 size cans acceptable. EXAMPLES: SOUP, VEGETABLE, JUICE AND OTHER FOOD CANS, COOKIE TINS, DOG AND CAT FOOD CANS.

Aluminum / Used Beverage Cans - unflattened, washed clean, self-opening attached tabs acceptable. EXAMPLES: SODA AND BEER CANS.

Aluminum Foil - washed clean, folded flat, free of other materials. EXAMPLES: ALUMINUM FOIL WRAP, TAKE-OUT ALUMINUM FOIL FOOD CONTAINERS.

PET (Polyethylene Terephthalate) Plastic Containers - code #1, up to three liters in size, washed clean, attached labels acceptable, attached base cups acceptable. EXAMPLES: SODA, JUICE, COOKING OIL, MINERAL WATER AND DISH DETERGENT BOTTLES.

HDPE (High Density Polyethylene) Plastic Containers - code #2, washed clean, up to one gallon in size, attached labels acceptable. EXAMPLES: MILK JUGS, SPRING WATER, LAUNDRY DETERGENT, BLEACH AND DISH DETERGENT BOTTLES.

First Offense:	Notice of Violation / Hearing and possible \$100.00 fine will be sent to the owner.
Second Offense:	Unit owner will be assessed a \$250.00 fine.
Third and following Offenses:	Unit owner will be assessed a \$500.00 fine.

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. Violators will be subject to a \$25.00 per day fine. Each unit is assigned 2 parking spaces, only.

Residents are requested to park facing into all parking spaces. No motorized vehicles are to be stored in living quarters of any unit. All residents are responsible for their guests' parking.

Driving or Parking on grassed areas is strictly prohibited.

No vehicle with more than four wheels or larger than one ton, is permitted to be stored or parked overnight in the parking areas or common areas. "Commercial Vehicles" under one ton are allowed.

No camp trailer or recreational vehicle or boat belonging to residents or their guests is permitted to be parked or stored on Mountaindale property overnight except for loading and unloading.

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.

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.

Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles. The operation of snowmobiles and off-road vehicles, such as dune buggies, trikes, quads, R.V. Camper Trailers and buses, is prohibited on Mountaindale property. Registered motorized bicycles and dirt bikes 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, to include the use of helmets. Bicycle riding on the grass areas is prohibited. A maximum of one ride on toy per child is allowed to be stored at the rear of each unit.

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 permanent vehicles per unit for overnight parking. Any additional vehicles must be approved by the Board of Directors. Visitors must park in visitor areas only.

#### 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 Mountaindale Condominium Association.

## PROCEDURES IN CASE OF VIOLATIONS

Unless otherwise specified, 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 to the unit owner to correct or desist from such alleged violation as soon as possible but within fifteen (15) 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 not complied with the above violation notice, the Board shall forthwith give the unit owner a notice of hearing in writing to be mailed.

If the unit owner fails to appear at that hearing or to correct original violation, the Executive Board may levy a \$25.00 charge for each violation. 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.

*\$5000* 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

### MOUNTAINDALE 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 Mountaindale 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 in the condominium other than the unit (as defined above), including, but not limited to, easements through units for conduits, pipes, ducts, plumbing, wiring, etc., for the forwarding of utility services to units and common areas and facilities and to support improvements.

Limited Common Areas and Facilities. Comprise those portions of common areas and facilities reserved for the exclusive use of a particular unit; they consist of designated driveways, garages, storage space therein, attic space and decks.

"Amended By-Laws" and "By-Laws". Both mean the By-laws of Mountaindale 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, 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, Glass and Doors.** Owners are responsible for replacement of window glass, doors and garage doors.

**Storm Doors and Screens.** The unit owner is responsible for all costs of installation, repair and maintenance. Installation of storm/screen doors must be authorized by the Association to ensure that they will be of approved design, structure and color. A Variance form must be filed.

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

**Decks.** All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of decks. Necessary replacements of supports damaged by rot or insect infestation will be the responsibility of the unit owners. In addition, waterproofing of decks will be the responsibility of the unit owner. The use of paint or colored stain is not permitted. 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.

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

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

## 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 Thomaston 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, overstorage 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.

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, etc. The unit owner is responsible for all interior repairs or replacements - for example, doors, jambs and trim, cabinets, counter tops and bathroom fixtures.

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.

## 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.

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 and sidewalks is the responsibility of the unit owners.

## 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.

## APPENDIX "A"

### MOUNTAINDALE CONDOMINIUM ASSOCIATION

Notice to: Proposed Lessors of Mountaindale Units, Attorneys and Realtors

Attached are forms which must be used to notify Mountaindale Condominium Association, Inc. of a new owner or tenant, a requirement set forth in the Rules and Regulations.

#### 1) Tenant's Registration Form

This form must be filled out and signed by the tenant listing all occupants, etc., and received by Mountaindale, c/o C M Property Management, PO Box 690, Southbury, CT 06488 within 30 days of occupancy.

Statement that a copy of the Rules and Regulations of Mountaindale (which can be obtained from CM Property Management) has been received, read and will be observed by tenant(s) and occupants.

#### 2) Owner / Tenant Information Form

This form must be filled out by all unit owners and/or tenants and received by Mountaindale c/o C M Property Management, PO Box 690, Southbury, CT 06488 within 30 days of occupancy.

**Failure to submit both of the above forms within 30 days of a change in resident status will result in \$25.00 per day fines.**

## APPENDIX "B"

### MOUNTAINDALE CONDOMINIUM ASSOCIATION VARIANCE REQUEST PROCEDURE

1. Request for approval of all exterior changes or modifications to Mountaindale Condominium Association units shall be made using Mountaindale Condominium Association "Proposal to Modify Condominium Property Forms".
2. The Owner of Record will complete the Proposal to Modify 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 color, type and grade of material should be provided.

The Owner shall then forward the 'form' to Mountaindale at least seven (7) days prior to the Director's meeting at which the proposal/variance is to be considered.

3. The 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 Mountaindale Condominium Assoc. 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 a 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 an 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, placement of decorations or lights in limited common areas, installation of railing or decks, structural alteration of exterior walls.

For variance requests to be considered, the unit owner must be current with their monthly common fees.

## APPENDIX "C"

### MOUNTAINDALE CONDOMINIUM ASSOCIATION, INC.

#### SWING SET RULES

The following is a set of rules which must be obeyed in order for your child to use the swing sets. Any children not complying with the rules will be suspended from using the swing sets.

1. **NO CHILD** over the age of 12 shall use the swing sets. All children under 6 years of age **must be accompanied by an adult.**
2. **NO ONE** may use the swing set before 10:00 A.M. or after 8:00 P.M. or dusk, whichever comes first.
3. **ANYONE** using the area around the swing set for any other reason than its intended purpose shall be expelled from the area.
4. **ANYONE** using vulgar language or ruff behavior will be suspended from the swing set for one week.
5. **ANYONE** defacing the swing set or trees shall be expelled from the area and held responsible for any damages.
6. **USE AT YOUR OWN RISK** under adult supervision. Mountaindale Condominium Association will not be held responsible for injuries as a result of this swing set.
7. **PETS** are not allowed in the playground areas.