

**RULES OF
TERRACE HEIGHTS CONDOMINIUM ASSOCIATION, INC.
Revised Effective July 2019**

Initial capitalized terms are defined in Article I of the Declaration

The following Rules apply to all owners and occupants of Units. Whenever the term Unit Owner is used herein, it is to be interpreted that the term includes tenants, in accordance with the Amended and Restated Declaration of Terrace Heights, Article 21, Persons and Units Subject to Documents.

**ARTICLE I
Use of Units Affecting the Common Elements**

Section 1.1 – Occupancy Restrictions. Units are limited to occupancy by single families.

Section 1.2 – No Commercial Use. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. “For Sale” signs may not be posted.

Section 1.3 – Access by Executive Board and Secured Space. The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefore. At the Unit Owner’s option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefore. Each Unit may have closets, safes or vaults not exceeding fifty (50) cubic feet in capacity, which can be locked without such access.

Section 1.4 – Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. 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.

Section 1.5 – Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section 1.6 – Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of

the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 1.7 – Painting Exteriors and Limited Common Area. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.8 – Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.9 – Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.10 – Bathroom and Kitchen Plumbing and Bathtub/Shower Maintenance: (a) **The Bathroom and Kitchen Plumbing and Bathtubs/showers Within Units are Deemed a High-Risk Component.** The Executive Board has determined that all bathroom and kitchen plumbing and bathtubs/showers within Units are deemed to pose a demonstrated risk of damage to a Unit, and to other Units, if not properly inspected, maintained, repaired or replaced.

(b) **Standards.** Said plumbing and bathtubs/showers within Units shall be maintained in such a manner as to prevent the possibility of failures and consequent water leaks. By way of example, wax seals under toilets must be replaced on a regular basis; all shower/tub controls must be brought to Code, thereby averting water damage from leaking stems and failing diverters; all bathtub/shower and tile grout/caulk must be replaced and reapplied often; and under-sink plumbing and dishwashers must be periodically inspected to ensure that there is no water leakage.

(c) **Association Right to Inspect Units.** The Association shall have the right to retain a licensed plumber to inspect said plumbing and bathtubs/showers within every Unit annually to ensure that the same are properly maintained in order to reduce the risk of water damage, and to issue a report of such inspection.

(d) **Association Order to Correct.** Following such inspection that determines that said plumbing and/or bathtub/shower within the Unit is/are not properly maintained or current to Code, the Executive Board may issue an order to the Unit Owner to correct the same within a reasonable time period as determined by the Executive Board, based upon the inspection report.

(e) **Specific Enforcement.** If a Unit Owner fails or refuses to comply with an Executive Board order to correct, the Association shall have the right to retain a licensed plumber to complete the needed repairs. All costs of such repairs shall be assessed against the Unit Owner.

(f) Unit Access. Any licensed plumber authorized by the Executive Board shall have the right of access to each Unit for the purpose of performing inspections and said plumbing/bathtub/shower maintenance, repair or replacement as the case may be. Such right of access shall require the Association to contact the Unit Owner to arrange for a mutually-agreeable date and time. If a Unit Owner fails or refuses to permit access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the Unit without the Unit Owner's consent. In such case, any costs and attorneys' fees in obtaining such court order shall be assessed against the Unit Owner.

(g) General Enforcement. The Executive Board shall have all the rights to enforce all provisions of this Rule in accordance with the provisions of the Connecticut Common Interest Ownership Act, Section 47-278, and the By-Laws. This means that the Executive Board, following Notice and Hearing, may impose fines and/or seek court enforcement for any Unit Owner's failure or refusal to comply with all provisions of this Rule.

ARTICLE II

Use of Common Elements

Section 2.1 – Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 – Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, patios or terraces.

Section 2.3 – Storage. Storage of materials in Common Elements or Limited Common Elements or other areas designated by the Executive Board, including storage lockers, shall be at the risk of the person storing the materials.

Section 2.4 – Proper Use. Common Elements shall be used only for the purpose for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements, which interferes with, or limits the enjoyment of the Common Elements of others. Following Notice and opportunity to be heard, a Unit Owner and/or his or her Tenant may be subject to fines in the event any of them permits any fixture or appliance within the Unit or the Common Elements to waste utilities that are a Common Expense. Water faucets and toilets must be maintained at all times to ensure there is no waste of water, and windows and storm windows in the Units and in the common hallways must be kept closed at all times during the heating season. In the event that heat being delivered to the Unit is excessive and unable to be controlled by proper use of the Unit's thermostat, and such condition is not promptly repaired by the Unit owner, access shall be permitted to repair or replace the thermostat, the cost of which shall be charged back to the Unit Owner.

Section 2.5 – Trucks and Commercial Vehicles. Heavy trucks and commercial vehicles in excess of one ton capacity are prohibited in the parking areas and driveways,

except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.6 – Alterations, Additions or Improvements to Common Elements. No Alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

Section 2.7 – Open Flame Cooking Devices and Use of Courtyard for Parties.
(a) There shall be no open flame cooking devices of any kind brought onto or used anywhere on the property, including, but not limited to, charcoal grills, propane gas grills, hibachis and smokers.

(b) Should any Unit Owner or Tenant wish to conduct a party in the courtyards, Management must be called at least five days in advance of any such party to determine the size and scope and in order to grant permission thereof. Parties shall be limited to no more than twenty-five (25) persons, with no cooking devices permitted as set forth in (a) above; no inflatable toys or bounce houses being permitted to be erected; no loud music being played; and all items brought onto the common elements for a party and all litter generated therefrom shall be removed immediately following the end of the event.

Section 2.8 – Political Signs. (a) Political signs may be posted not more than thirty (30) days before any national, state, municipal or community election and must be removed within five (5) days following the date of such election.

(b) Political signs may be no more than 18 inches by 24 inches in size.

(c) Political signs may not be displayed on the buildings, any common areas of the property, or attached to the exterior of vehicles parked on the property, except bumper stickers or other similar stickers designed for display on vehicles.

(d) Political signs may be displayed only on the inside of Unit windows, using non-permanent adhesive.

(e) As Americans, we have the right to express our support and opinions and engage in the political process. However, it is anticipated that residents understand that any political signs posted are a reflection of our community as a whole and will use good judgment and civility, refraining from displaying any political sign that is inappropriate for a child to observe or that encourages an uncivil and unnecessarily insulting or antagonistic sentiment.

ARTICLE III
Actions of Owners and Occupants

Section 3.1 – Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 – Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the City of West Haven. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation, thereof or noncompliance therewith.

Section 3.3 – Pets. No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.4 – Indemnification for Actions of Others. 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.

Section 3.5 – Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV
INSURANCE

Section 4.1 – 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 Executive Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 – 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.

Section 4.3 – Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V

Rubbish Removal

Section 5.1 – Deposit of Rubbish. Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

ARTICLE VI

Motor Vehicles

Section 6.1 – Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 6.2 – Registration. All vehicles of employees, agents, Unit Owners, and occupants regularly using the premises must be registered with the manager.

Section 6.3 – Limitations on Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 6.4 – Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be repaired, rebuilt, painted or constructed on the Property.

Section 6.5 – No Parking Areas. Vehicles may not be parked in another Unit Owner's space (a limited Common Element) in such manner as to block access to parking spaces, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.6 – Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of eight

(8) hours except for temporary loading or unloading, following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carrying a sign advertising a business; trucks, vans and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tire wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be restricted during such use.

ARTICLE VII **Rights of Declarant**

There is no longer a Declarant. This Article is deleted and may be used in future updates for a relevant new Rule.

ARTICLE VII **General Administrative Rules**

Section 8.1 – Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 – Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Section 8.3 - Late Charges. Common fees paid by Unit Owners are due and payable monthly on the first of each month and shall be considered late and subject to a \$45.00 late charge if not received by the tenth of each month.

The Executive Board, while willing to make payment arrangements with Unit Owners in the event of a delinquency due to extenuating circumstances, reserves its right under the Amended and Restated Declaration, Article 19 (Assessment and Collection of Common Expenses), Section 19.7 – Acceleration of Common Expense Assessments, e.g. “In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.”

8.4 – Move-in Fee and Registration of Occupants. Whenever occupancy of a Unit changes, a \$50.00 move-in fee shall be due and payable to the Terrace Heights Condominium Association, and sent c/o management together with a completed Owner/Resident Information form available from management that has been completed in its entirety and (if the unit is leased) a copy of the lease. The Rules of Terrace Heights, Article VI, Section 6.2 (Registration), requires that all vehicles of occupants regularly using the premises must be registered with the manager.

All leases must be in writing and in conformity with the Instruments. Emergency contact information for all owners and tenants is required to be kept current with management; non-published telephone numbers will be kept confidential if so marked on the Owner/Resident Information form.

The move-in fee is due and payable regardless of whether a new tenant or a new owner is to occupy a unit. Please refer to the Declaration, Article XXII – Persons and Units Subject to Instruments.

In the event of noncompliance with the Move-in Fee and Occupants Reporting rule, and following Notice and Hearing, daily fines may be assessed against a unit until cured.

ARTICLE IX

General Recreation Rules

Section 9.1 – Limited to Occupants and Guests. – Passive recreational facilities, open space and grassed area within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 – Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 9.3 – Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.4 – Ejection for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

Section 9.5 – Proper Use. Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others.

In the updating of these Rules, it was appropriate to eliminate references to the Declarant which is no longer relevant, and to update specific citations referred to herein of the sections of the Amended and Restated Declaration to conform with the context of the Rules containing such citations.

These Rules as revised are effective immediately upon receipt of the mailing of them to the Unit Owners on July 18, 2019. The proposed revisions to these Rules were sent to the Unit Owners for their Comment on November 9, 2018 and adopted by the unanimous vote of the Board of Directors without further modification at the May 23, 2019 board meeting for which Notice was given to the Unit Owners.

Changes herein are new Rules numbered **1.10, 2.7 and 2.8**. The deletion of Section 3.3 of the Rules and replacing that section with new Rules regarding Pets failed and 3.3 has not changed inasmuch as there were insufficient votes of the Unit Owners at the 2018 Annual Meeting of Unit Owners to amend the Declaration to allow Pets. The Board of Directors may take up the proposed Amendment to the Declaration in the future to obtain the required affirmative vote of 67% of the ownership interest. The proposed new Section 3.3 is included in this mailing as an addendum for informational purposes only, and those residents who currently have Pets in violation of the Declaration and these Rules should abide by the spirit and intent of the proposed change.

Section 3.3 – Pets

FOR INFORMATIONAL PURPOSES ONLY.

PETS ARE STILL PROHIBITED

EXCEPT AS CITED IN 3.3 OF THE ORIGINAL RULE.

(a) Birds, such as parrots and parakeets, may be kept in a Unit, provided they are not permitted to produce excessive noise which becomes a nuisance to other residents.

(b) No venomous snakes shall be permitted to be kept in a Unit.

(c) One cat is allowed to be kept in a Unit, and must remain an indoor cat inside the Unit, with no odor over the threshold of the Unit.

(d) Cats may not be allowed to roam outside of the Unit in any Common Area/Limited Common Area; and, if taken outside, must be leashed at all times, with the leash being no more than ten (10) feet in length and held under the control of the cat owner at all times.

(e) One dog is allowed to be kept in a Unit that is no more than twenty (20) pounds at maturity and licensed with the City of West Haven annually to ensure that rabies shots are up-to-date.

(f) Dogs may not be permitted to be tied outside in any Common Area/Limited Common Area and must be leashed at all times while outside the Unit, with the leash being no more than ten (10) feet in length and held under the control of the dog owner at all times.

(g) Dog owners must immediately clean up solid waste and dispose of the same in the dumpsters located on the property or in other receptacles that may be provided by the Association. The Association will maintain dog bag waste stations for use by the residents to facilitate compliance.

(h) Dogs shall not be allowed to urinate or defecate in the courtyards, grass areas between Buildings 1, 8, 9 and 16, or on grass areas outside the buildings' back doors. They shall be walked only along the perimeter of the property, as designated in the Dog Walk map as provided in the Rules.

(i) Should any pet cause a nuisance of noise, odor and/or flea infestation, the Unit Owner, and his/her tenant if the unit is rented, shall be called to Hearing upon complaint of such nuisance; and all costs incurred in curing such nuisance shall be assessed against the Unit Owner.

(j) All Unit Owners owning a dog shall carry condominium unit owner liability coverage insuring for such dog. Evidence of such coverage may be required to be provided to Management.

(k) All tenants owning a dog may only be so permitted if specifically set forth in the lease between the Unit Owner and the tenant, and a renter's insurance policy covering liability for the dog must be kept in force at all times while owning the dog. Evidence of such coverage may be required to be provided to Management.

(l) Failure to adhere to this Pet Rule may result in fines of up to \$25 per day or per incident, as the case may be, and if violation of any part of this Pet Rule is not cured following Notice and Hearing, the pet may ultimately be permanently removed from the property, with all expenses incurred in connection therewith being assessed against the Unit Owner.

(m) Any legal costs that may be incurred in enforcing this Pet Rule shall be assessed against the Unit Owner.

(n) The owning of a dog is subject to Chapter 89 of the City of West Haven Dog Ordinance, appended hereto and made a part of this Pet Rule.