

TOWN HOUSE ON THE SQUARE CONDOMINIUM
NEW HAVEN, CONNECTICUT

RULES AND REGULATIONS

The following Rules and Regulations of Town House on the Square Condominium Association, Inc. ("Association") have been devised in accordance with the Condominium Declaration and Bylaws. They are designed to protect the rights and privileges of all Unit Owners and/or residents. Each owner and/or resident has an obligation to abide by the Rules and Regulations in order to protect the integrity of the Association's property, and any restrictions imposed herein are done so for the mutual benefit and comfort of all. Adherence to these Rules and Regulations by owners, employees, lessees, renters, guests, children or pets is the responsibility of the owners. Where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

- 01 **AMENDMENTS.** Right is specifically reserved to the Board of Directors to rescind, change or amend the Rules and Regulations and to adopt such other rules and regulations as from time to time the Board of Directors may deem necessary in accordance with the provisions of the ByLaws.
- 02 **CONSENT.** Any consent or approval given under these Rules and Regulations may be added to, amended or repealed for good cause at any time by resolution of the Board of Directors.
- 03 **USE.** Each Unit is restricted to residential use as a single family residence except, to the extent permitted by law, for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements and provided that no such office shall involve more than one employee not resident in the dwelling unit, or use by any outside colleague or associate. Non-residential use of more than 25% of the net floor area of the dwelling unit, or any space outside the dwelling unit is not permitted.
- 04 **INSURANCE CONCERNS.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the Buildings, other Units, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors and/or the affected Unit Owner(s). No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common and Limited Common Elements which will result in the cancellation of insurance on any of the Buildings, any Unit, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- 05 **STRUCTURAL CONSIDERATION.** No Unit Owner shall perform any act, or place any object in a Unit which will endanger the structural integrity of that Unit, any other Unit, or any other portion of the building.
- 06 **ALTERATIONS TO UNITS.** Any alterations made to a Unit requiring structural, plumbing, electrical wiring or wall replacement which could affect another unit shall be approved in advance by the Board of Directors and any affected Unit Owner(s) under the counsel of the Managing Agent.

- 07 **EXTERIOR IMPROVEMENTS.** Unit Owners shall not paint, stain or otherwise change the color of any exterior portion of any building, nor make any repair, renovation, restoration or replacement to any Limited Common Element without the prior written consent of the Board of Directors.
- 08 **HARDSCAPE.** Improvements to the Limited Common Elements in front of and behind the one bedroom Units must be approved by the Board of Directors. Surfaces must be porous to allow for the proper absorption of water into the ground. Hard surfaces such as paved concrete shall be limited to the path between the doors and the stair as constructed in the original paving design.
- 09 **DISPLAYS AND ATTACHMENTS.** Unit Owners shall not cause or permit anything to be affixed or displayed in the common elements or on the inside or outside of windows or placed on the outside of walls, doors, balconies, louvers, rails or porch roofs of a building or in trees including, but not limited to, signs, awnings, canopies, shutters, lighting, antennas and satellite dishes, without the prior written consent of the Board of Directors, except as permitted in Article 12 of the ByLaws and with the exception of security decals on windows or doors and seasonal decorations on doors only.
- 10 **SIGNAGE.** Advertising or any other signage shall not be permitted within the Common Elements or on the exterior surfaces of the buildings, except as permitted by the Declaration, ByLaws, or State Law, nor shall any "For Sale," "For Rent," or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit thereon. The right is reserved by the Board of Directors, or its agent, to place "For Sale," "For Rent," or "For Lease" signs on any unsold or unoccupied Units. Political signage shall be limited to one sign per Unit, shall only be applied to the inside face of windows and shall be no larger than 12" by 16". Political signage may be posted no more than thirty (30) days prior to any election and must be removed within five (5) days following the date of such election.
- 11 **STORAGE AND OBSTRUCTIONS.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board of Directors except as hereinafter expressly provided.
- 12 **TEMPORARY STORAGE.** Except in areas designated by the Board of Directors and in the Limited Common Elements, there shall be no parking of baby carriages or playpens, bicycles, wagons, toys, gardening equipment, vehicles, benches or chairs on any part of the Common Elements.
- 13 **PARKING.** The Condominium parking areas shall not be used for any purpose other than to park automobiles, excluding specifically large trucks, commercial vehicles, trailers or boats. The Board of Directors may designate, from among the Condominium parking spaces, those parking space or spaces which each Unit Owner shall have the exclusive right to use. No Unit Owner shall park an unregistered or uninsured motor vehicle in the Association parking lot. Vehicles parked incorrectly or in areas not designated for parking by the Board of Directors are subject to being towed at the expense of the vehicle owner.
- 14 **GATE ACCESS.** Each owner is responsible for the gate keys provided. All gates should be closed after use unless the Board of Directors has determined that an emergency or event requires that a gate remain open. The remote controlled operator for the parking lot electric gate is provided to each owner. Any required replacements will be provided upon request and the cost of the device and any required fee for programming will be billed directly to the owner.
- 15 **PETS.** No animals shall be raised, bred or kept in any Unit or in the Common Elements, except dogs, cats and other Board approved household pets provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be

permanently removed from the Property following Notice and Hearing. If the pet bites, injures or threatens any person or another animal the pet can be ordered removed from the property immediately until such time as a Hearing can be noticed and held. In said event the Hearing shall be held within 20 days of the pet's removal. In no event shall any dog be permitted in any portion of the Common Elements, unless carried or on a leash, or be curbed in any court yard or close to any patio. Pet owners are responsible for cleaning up after their pets and must do so promptly.

- 16 **OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on in any Unit, the Common Elements, or the Limited 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 in the buildings by her/himself, her/his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a television, radio, stereo system or other sound device on the premises at such high volume or in such other manner that it shall cause disturbance to other Unit Owners. Owners of two bedroom Units with hardwood floors should be aware of the effect of the noise on the Units below and act accordingly.
- 17 **SMOKING.** No smoking, including the use of electronic smoking devices, shall occur within twenty (20) feet of the operable window or doorway of a neighboring Unit. A Unit Owner who wishes to smoke or allow smoking within his or her Unit must maintain an airtight seal between his or her Unit and any neighboring Units. Unit Owners shall be responsible for notifying guests and contractors of the smoking restrictions.
- 18 **CLEANLINESS.** Each Unit Owner shall keep his Unit and any Limited Common Elements to which he has sole or shared access in a good state of preservation and cleanliness. Owners and/or their tenants are responsible for keeping the common areas of their Units free and clear of rubbish, trash, debris, weeds, climbing plants, snow and unsightly materials. Failure to do so will result in the Board of Directors engaging an outside contractor to clean the area at the expense of the Unit owner.
- 19 **DEBRIS.** No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed in any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Nothing shall be temporarily hung from the windows, or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows or doors.
- 20 **REFUSE.** Garbage shall be placed only in areas designated by the Board of Directors. Garbage and recycling shall be placed in the appropriate dumpsters and not left outside of the containers. Boxes placed in the recycling bin shall be broken down to provide sufficient space for others. Furniture, appliances, electronics, Christmas trees, building materials and similar bulk waste shall not be placed in the dumpsters; owners must make arrangements for the removal and proper disposal of these items.
- 21 **GRILLS.** The use of gas fueled and electric grills for outdoor cooking is permitted. Charcoal and similar style fuels which retain heat in solid form are not permitted. Smoke from cooking can affect neighboring units, consideration should be given to neighbors when grilling on decks or in patios adjacent to open windows.
- 22 **EXTERIOR LIGHT FIXTURES.** Exterior light fixtures shall not be used for any purposes other than for providing light. Unit Owners are urged to turn on exterior lights in the front and rear of the Units during the night to improve the security of the complex. It is recommended that lights be put on a timer.

- 23 **SPECIFICATIONS FOR DOORS AND FINISHES.** When replacement or painting is required, the replacement doors or finishes should match the specifications established in the Town House on the Square Building Specifications.
- 24 **LANDSCAPE PLANTING.** The Association shall maintain a landscape plan for the property and future planting and maintenance shall follow the plan. Ivy and other climbing plants shall not be permitted except in locations designated in the plan.
- 25 **CURTAINS.** In order to preserve the architectural harmony of the Condominium, only curtains or drapes lined with white material or a neutral color shall be hung in all windows of the Units.
- 26 **RENTAL OF UNITS.** No Unit shall be rented or leased for a period of less than six months without the prior consent of the Board of Directors. A tenant information form, including the tenant(s) name(s), email address and telephone number, must be submitted to the Board of Directors before the tenant(s) occupy the Unit. The form must be completed by the Unit Owner stating that their tenant(s) have received, understand and agree to be bound by the Rules and Regulations, Maintenance Standards and requirements of the Declaration and Bylaws.
- 27 **COMPLAINTS.** Any complaints concerning the abuse of the Rules and Regulations or Maintenance Standards of the Condominium shall be directed by the Unit Owner to the Managing Agent in the form of a written document after the Unit Owner has attempted to resolve the issue. The Managing Agent will forward the documentation of any matters that require the review or approval of the Board of Directors to the attention of the Board. Any complaint regarding the Managing Agent shall be submitted directly to the Board.
- 28 **SECURITY CAMERAS.** The Board of Directors may, at its discretion, approve the installation of security cameras at points of access to the property based upon circumstances that warrant such action. Association security cameras would be considered as a method of curtailing incidents of concern to the safety and security of the residents through the identification of perpetrators only when incidents occur on a persistent basis. Such devices would be enabled to view only the common areas. The installation of "personal" security devices such as cameras, floodlights or motion-sensor lights located on the exterior of the premises by individual residents shall be subject to approval by the Board. The Board will consider the selection, placement and mounting of such devices for aesthetic and architectural compliance. Such personal cameras shall not be directed so as to unreasonably infringe upon the privacy of other Unit Owners. Unit Owners must submit a request for approval by the Board of Directors prior to the installation of any such device.

APPROVED BY THE BOARD OF DIRECTORS ON 31 AUGUST 2017.