

RULES AND REGULATIONS FOR WESTSIDE WOODS & THE SUMMIT

Adopted by the Executive Board on October 30, 2017 Following Notice and Opportunity for Comment

The following update to the Rules and Regulations of Westside Woods 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 Unit Owner and/or Resident has an obligation to abide by the Rules and Regulations 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 Unit Owners. Where context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

A. USE OF UNITS

1. No part of the property shall be used for other than the purposes for which such part was designed.
2. Each residential unit shall be used only as a residence for a single family.
3. No industry, business, trade, commercial, religious, educational or otherwise, (except for home professionals without employees or regular visits from the public) designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any Unit be used or rented for transient, hotel or motel purposes. No Airbnb or similar businesses are allowed to operate at WSW.
4. No electrical device creating unusual electrical overloading may be used in the Units without the express written permission from the Executive Board.
5. No substantial alteration or remodeling of a Unit involving the cutting or moving of partitioned walls may be done without the express written permission from the Executive Board. Please refer to Article 13.1 in the Declaration.
6. Proper window treatments only. Only blinds, curtains and shades are allowed. No sheets/blankets, cardboard, etc., is allowed. Installation of plastic sheeting on the outside of windows is prohibited.
7. Misuse or abuse of appliances or fixtures within the unit is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit owner in whose Unit is shall have been.
8. Use of kerosene heaters is prohibited by Connecticut General Statutes 29-318.
9. Only licensed and insured contractors can perform repairs for electrical, plumbing and any structural work being done in your unit and must obtain permits as required by the City of Waterbury. Reference the Westside Woods Maintenance Standards.

B. USE OF COMMON AREAS:

1. No wandering or running through any island or jumping from any wall within the complex. Any damage to plants, trees or walls will be the responsibility of the violator for expense incurred due to disregard of this restriction resulting in property or landscape elements. No climbing trees within the complex.
2. There is to be no incursions by any person onto Limited Common Elements of others without the invitation or permission of the resident to whose unit the LCE is assigned. LCEs include decks, stairs to decks, stoops, porches, and driveways in front of garages.
3. No Drones, Unmanned Flying Vehicles or remote-controlled devices are allowed to be flown or operated on the premises.
4. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas including storage of vehicles without the prior consent of the Executive Board, except as hereinafter expressly provided.
5. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Executive Board.
6. No obstructing personal property shall be placed on decks or on the staircase landings or steps, nor shall anything be hung from the windows or decks or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from any of the windows, doors or decks. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Areas or on your deck. No clothes shall be hung or dried outside of the unit.
7. Unit Owners shall not paint, stain, or otherwise change the color or any exterior portion of any building. Unit Owners shall not alter any outside element. Exterior elements that are the responsibility of the Unit Owner is permitted using only the prescribed paints or stains: for decks use Benjamin Moore Natural Cedartone Solid Stain, for garage doors, use only Benjamin Moore White Eggshell oil paint, for front doors, side lites, rear doors, windows and sills, use only white high gloss oil based paint.
8. Each Unit Owner shall keep his Unit and any Limited Common Area to which he has sole access in good state of preservation and cleanliness.

C. ACTIONS OF UNIT OWNERS:

1. No noxious or offensive activity shall be carried on or in any Unit, or in the Common Area; nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the Unit Owner or occupants. No Unit Owner shall make or permit any disturbing noises in the building by themselves, their family, servants, 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 any audio device, television in or on the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners. Westside Woods Condominium has a 9:00 pm noise restriction.
2. Unit Owners shall comply with and conform to all applicable laws of the State of Connecticut and all By-Laws, ordinances, rules and regulations of the City of Waterbury, and shall save the Association or other Unit Owners harmless from all fines, penalties, cost and prosecutions for the violation thereof or non-compliance therewith.

3. Unit Owners shall specifically comply with Chapter 97, "Noise Control" under the 2015 City of Waterbury, Connecticut Code of Ordinances. Provided below is the Noise Level Standards set by this Ordinance:

Emitter Zone	Industrial (dBA)	Commercial (dBA)	Residential Day (dBA)	Residential Night (dBA)
Residential	62	55	55	45
Commercial	62	62	55	45
Industrial	70	66	61	51

- The entire City of Waterbury, Connecticut Code of Ordinances can be found at:

[http://library.amlegal.com/nxt/gateway.dll/Connecticut/waterbury_ct/cityofwaterburyconnecticutcodeofordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:waterbury_ct](http://library.amlegal.com/nxt/gateway.dll/Connecticut/waterbury_ct/cityofwaterburyconnecticutcodeofordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:waterbury_ct)

➤ **General prohibition. It is unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace of safety of others**

4. No animals, birds, or reptiles of any kind shall be bred or maintained for any commercial purposes, except that no more than one dog of gentle disposition, no more than one cat or other household pet, approved by the Executive Board or by the Manager if so delegated by the Executive Board, may be kept in the Units, provided that they are not kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon Notice and Hearing. In no event shall any dog be permitted in any portion for the Common Areas unless carried or on a leash, or be curbed in any courtyard or close to any patio or deck or garage. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Service dogs will be permitted for those persons holding certificates of necessity. Pet droppings and the proper disposal thereof shall be the responsibility of each Unit Owner. Failure to remove pet droppings from the common areas will, following Notice and Hearing, result in automatic fines up to the limit authorized in the governing documents. Repeat violations by a Unit Owner to properly tether their pets or to dispose of their pet droppings will cause a forfeiture of the Executive Board's permission to keep a pet.
5. Dogs are not allowed to be caged/housed in a garage or deck. No animal shall be chained or tethered to the deck or any common elements.
6. Unit Owners shall be held responsible for the actions of their guests.
7. Unit Owners shall hold the Associations and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agent's invitees or licensees.

D INSURANCE:

1. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept in their Unit, or in the Common Areas which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

2. A Unit Owner shall comply with the rules and regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire insurance policy upon said building or the property contained herein.
3. Damage by fire or accident affecting the Unit or Common Areas, or the liability of the Unit Owners or the Association will be promptly reported to the Executive Board c/o the management company immediately following the occurrence thereof.
4. Gas and diesel-fueled generators are prohibited.

E. RUBBISH REMOVAL:

1. Unit Owners are responsible for managing their rubbish. Overburdening the rubbish dumpsters because of a huge cleaning project in your unit or garage is not allowed.
2. Dumpster should be loaded as follows: throw trash bags to the back of the dumpster and fill from the back to the front.
3. No furniture, mattresses, tables, rugs, deck boards or other construction materials, vehicle batteries, paint cans or electronics are to be placed in or around the dumpsters. Only household garbage is allowed. Any person(s) be provably found to be responsible for misuse of the refuse services, including unacceptable items in or at the dumpster area, will be charged back for the cost of removal and may be subject to fines, following Notice and Hearing, including any fines that may be incurred by the hauler and passed back to the Association.

The Association, under its garbage removal contract, will provide annually a dumpster for the removal of large items, i.e. furniture, mattresses, tables, rugs, appliances, exercise equipment, and other "bulk" trash as defined in the notice preceding delivery of a bulk trash dumpster.

4. Utilize the trash dumpster for your rubbish and the recycle dumpster for your recyclables.
5. If the dumpsters are full, hold your rubbish/recycle until the dumpsters are emptied. Piling your garbage on top of or on the side of a fully loaded dumpster is not allowed.
6. Shut the dumpster doors after dumping your rubbish. Raccoons and other animals make a mess otherwise, and oftentimes it has been necessary to incur expense of removal of wildlife trapped inside a refuse container.
7. Contractors doing work on your deck or in your unit are not allowed to throw the discarded contents in our dumpster. All debris must be taken away by the contractor.
8. The residents of the four standalone units on Brass Lantern Way may bring their garbage or recycling totes to the street the night before pickup day and must return the totes to the garage at the end of pickup day.

F. MOTOR VEHICLES:

1. All persons will comply with Connecticut State laws, Department of Motor Vehicles regulations, and applicable local ordinances, on the roads, driveways and Property.
2. All vehicles of employees, agents, Unit Owners and occupants regularly using the premises must be registered with the manager, and all vehicles parking for more than 72 hours must display either a vehicle sticker or carry a guest pass.

3. Vehicles parked on the property for more than 72 hours without a guest pass (or parking sticker) will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges of vehicles displaying such passes, as a Common Expense assessment, which will be levied following Notice and Hearing.
4. **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.
5. Except where special arrangements are made, vehicles displaying a guest pass will be limited to ten (10) days parking.
6. The speed limit on the roads and drives within the Common Interest Community is Ten (10) miles per hour.
7. Snowmobiles, water crafts, off-road vehicles including trail bikes, jeeps, ATV's 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. 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. Motor vehicles will not be maintained, disassembled, repaired, rebuilt, painted or constructed on the Property.
8. Vehicles may not be parked in such a manner as to block access to garages, except the Unit Owner of any Unit having an integral garage may, to the extent allowed by law, park immediately in front of such garage so long as access to any other garage, parking space, roads or drives is not impeded. Further, parking is prohibited in front of fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or 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 \$50 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.
9. The following type of vehicles are prohibited in the parking areas or drives except for temporary loading or unloading: commercial vehicles carrying a sign advertising a business; trucks, vans and vehicles having a capacity of more than three-quarter ton; trailers of any kind recreational single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.
10. Overflow parking is at the bottom visitor parking area. If you cannot find a parking space that is where you have to park your vehicle. Please be sure you have a resident sticker on the back window or guest pass on the dashboard, otherwise it will be towed at the expense of the owner of the vehicle.
11. WSW driveway use is for authorized, licensed drivers only. Walking on the side of the driveway is permissible. Bike riding or other sport activities are not allowed on premises, and no person should use the roadway for play or sports.
12. Except upon request to the Executive Board and approved in writing, there shall be no more than one vehicle per licensed driver per unit.

G. ADMINISTRATION:

1. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time by resolution of the Executive Board, subject to Notice and Comment or Notice and Hearing, as applicable.

2. No Owner shall send any employee of the management out of the Property on any private business of the Owner.
3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Executive Board.
4. If a Unit Owner contrary to the provisions of the By-Laws, at his own risk, pays his monthly charge directly to an employee of the Manager, the manager will endeavor to mail or otherwise forward a receipt for such payment in fact turned over to them, but the Association and the Manger accept no responsibility in the matter.

H. BUILDING:

1. Each Unit Owner is fully responsible for the upkeep of their deck, which means repairs as well as power washing and staining. It is expected that you maintain your deck every two years. If this is not done, the Association reserves the right to hire a contractor to do the work and then bill it back to the unit owner.
2. Each Unit Owner must keep the deck supporting post clear of any dirt and debris. The posts are located under your deck and are placed on a concrete pad. Not doing so will rot the wood and compromise the deck supports.
3. Deck repairs must be uniformed and comply with the design of the complex. No exceptions.
4. All front doors must be clearly marked with your unit number. Letters and numbers must be black in color and 3" in height.
5. All Unit Outdoor Lighting (Front Door/Deck) shall be of the same architectural style as the light fixtures existing in the rest of the complex.
6. No window air conditioners are allowed in ANY ROOM. This is an insurance safety issue. Additional air conditioners are to be installed (with prior permission from the board) by licensed contractors in a sleeve through a wall. You can also consider an indoor, portable air conditioner. They vent through the window via an insert that is flush with the window.
7. Window inserts and screens: you are required to maintain the architectural integrity of Westside Woods by making sure that your window inserts and screens are in all of the windows. Only full screens are allowed, no half window screens. You can contact the management company if you need new window inserts.
8. Storm doors are the responsibility of the unit owner. Architectural requirements are that they must be White half-glass with a Cross Buck design.
9. The Unit Owner is responsible for all repairs and maintenance of the front door and side lite, as well as the garage door and back door and window frames around each window. All new doors or windows must conform to existing doors and windows. Contact management before you purchase new doors or windows as not getting the correct design will result in a re-do at your expense.
10. Your deck or garage is not to be used as a kennel at any time. Your pet is not allowed to be tied or chained to your deck.
11. For sale or lease signs, open house signs or decals are not allowed on the complex or affixed to your windows.
12. Political Signs. Political signs may be posted no 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 elections. Political

signs may be no larger than 18" x 24" each. Political signs may not be displayed on buildings or the common areas of the community and may not be attached to the exterior of vehicles parked within the community except as bumper stickers or other signage designed for display on the vehicle. Residents must understand that any signs posted are a reflection of our community as a whole and will use good judgment and civility, refraining from displaying any sign that is inappropriate for a child to observe or that encourages an uncivil and unnecessarily insulting or antagonistic sentiment.

I. GROUNDS:

1. The following is not allowed: charcoal grills/hibachis, wood burning stove or fire pit of any sort. Wood burning stoves are not allowed as an insert in your fireplace.
2. Under no circumstances are propane/gas container(s) permitted to be stored indoors or in your garage. This is a violation of the Association's Insurance policy.
3. Fireworks of any kind are not allowed on the premises.
4. The front gardens are the responsibility of both units' owners that share this garden. The exception is if neither unit owners want that responsibility the association will maintain it. Contact management for planting guidelines. Please note no vegetable gardens are allowed anywhere in the complex.
5. All firewood must be removed from underneath your deck by May 15th of each year. From September 15 through May 15th you are allowed to store a maximum of ½ cord of firewood under your deck.
6. **NO STORAGE OF ANY OTHER KIND** (bikes, toys, flower pots, lawn furniture, etc.) is allowed under the decks or on the walkways or grass areas or driveways except noted above regarding firewood.
7. When using your deck, please be aware that if you smoke (as well as your guests), to refrain from flicking your cigarette butts on the lawn. Please be considerate and do not litter.
8. Pick up after your dog after it has done its duty. There are convenient doggy stations in the complex, please utilize them. You can be fined if you do not properly pick up after your dog. Please refer to the diagram regarding where you can walk your dog. Letting your dog urinate on bushes or lamp posts or gardens or grassy areas that is not in the guideline will result in assessment of fine(s), following Notice and Hearing.
9. Garbage bags and empty bottles are not allowed on your deck or front stoop. It attracts raccoons and other animals. If the dumpster is full, trash is to be kept in your garage until the dumpster is emptied again.
10. No furniture, swings, picnics, etc on the lawn within the complex.
11. No drying clothes on the outside of the buildings. No drying racks or clotheslines allowed.
12. *Portable swimming pools are permitted only under Adult Supervision.
*Portable swimming pools are only to be used and kept on the unit's deck.
*Portable swimming pools shall not exceed 36" in diameter, 7" deep, and 22 gallons of water.
*Portable swimming pools must be emptied when not in use or unattended by an adult.
*Failure to abide by these rules may be cause for removal of the privilege to maintain a pool.
13. No sunbathing in a driveway or on lawns. Please use your deck for this activity.
14. No continuous running a hose or sprinkler.

J. PARKING:

1. No parking is allowed along the curbs in front of A & B Buildings. No parking is allowed in front of any curb in the complex. This is considered a fire lane and your vehicle will be towed at owner's expense.
2. No parking in the turn-around where the dumpsters are located. It is to be kept clear of vehicles unless the management or board directs otherwise. When large trucks or emergency vehicles are on site, they need to turn around in that area. Your car may be towed at owner's expense.
3. No parking in other unit owner's driveway, if you do not live there please do not park there.
4. No tandem parking (one behind the other). The Fire Marshall does not allow this due to potential problems with fire trucks responding to a call.
5. Unit Owners and their Guests are prohibited from parking a RV/Boat/Trailer/Storage Container anywhere in the complex. Also reference Section F of these Rules.
6. All residents and guests are to park their vehicles in the visitors parking front end in first. There shall be no backing in to a visitor parking spot. Otherwise, fumes accumulate under the decks and seep into the sub room of the unit(s).
7. Parking in front of a walkway behind A and B buildings is not allowed. Emergency personnel may need to access a unit via that entrance and it has to be kept clear at all times.
8. Commercial vehicles may not be parked overnight or kept on the property. A commercial vehicle is considered to be a pickup truck or van OVER $\frac{3}{4}$ ton, or with a double axle, or with permanent signs and/or equipment on it. Reference also MOTOR VEHICLES, paragraph 8.
9. If your vehicle is leaking fluids on the asphalt, you are required to have your vehicle repaired immediately. Any damage made to the asphalt will be repaired at the Unit Owner's expense.
10. No vehicle shall be stored on the property. If Unit Owner is away the vehicle must be parked in Unit Owner's driveway or garage. Every attempt will be made to notify the owner of a vehicle that has not moved within a consecutive seven-day period prior to it being towed at the Unit Owner's expense.
11. No parking in the cut-through located between the Summit and the townhouse units. This is for emergency vehicles only unless otherwise directed by the management or board of directors. That area must remain clear at all times.
12. No parking on any grassy area. Do not jump curb to park on grass.
13. No parking perpendicular. If a vehicle is in the driveway another vehicle cannot park in back of it.

K. SNOW (Removal/In-Process/Clean-Up) PROCEDURES FOR WESTSIDE WOODS AND THE SUMMIT

Snow Removal Procedures will be distributed to the membership and the residents and posted in the mail shed every year in advance of the winter season. Any actions or inactions cited as being a violation in the Snow Removal Procedures will be considered a violation of these Rules and subject to Notice and Hearing and possible assessment of fines or other penalties as though the annually published Procedures were incorporated into these Rules.

GENERAL SNOW PROCEDURES FOR WESTSIDE WOODS AND THE SUMMIT

WHEN SNOW IS ANTICIPATED your cooperation in following the Rules is essential:

- Watch winter weather reports. If you plan on being away and are leaving a vehicle, please park in your garage or driveway, otherwise it will be towed if left in a visitor parking space.
- All vehicles that are not garaged **MUST** be parked in the driveway in front of the garage door.
- The Contractor may pre-treat the pavement in advance of a storm.

DURING THE STORM THE CONTRACTOR WILL:

- Clear the main roadway and roadway entrances **ONLY**, all day/night until the snow storm stops. This is a requirement so that emergency vehicles can access the complex at any hour.
- Sand and/or salt the main roadway.

WHEN THE SNOW STOPS:

- If a storm ends by 9:00 am the Contractor will, between 9 am and 4 pm, perform the major snow removal work, beginning with the main roadway.
- If a storm stops late in the day, the Contractor may carry over full clean up to the next day.
- Vehicles parked in the visitor spaces must move when the Contractor arrives for full clean up so those spaces may be used while driveways are being cleared.
- The Contractor will alert the residents of each building by blowing a horn alerting the residents that plowing is to begin in front or in back of a specific building.
- No other warning will be issued so please be prepared. Your vehicle will be towed to the bottom parking area if not moved, at the expense of the owner of the vehicle.
- Each resident must come out to move their vehicle so that the parking spaces can be properly cleaned.
- The Contractor will remove the snow from the front of your garage.
- If your car is not moved during the time allotted for your building, the Contractor does not have to come back to do so or to shovel your front stoop.
- The Contractor will shovel your front stoop.
- The Contractor will shovel the sidewalks behind A and B buildings up to the decks stairs.
- The Contractor is **NOT** responsible to clear snow off decks or deck stairs.
- All snow on decks must be shoveled by the Unit resident away from the building siding and the slider doors, and a path cleared from the slider to the stairs for egress purposes.
- Keeping decks clear of snow on the deck stairs is a shared resident responsibility

ADDITIONAL NOTES:

- No parking in roadways, all cars must be in a visitor area or driveway
- \$25 fine after Notice and Hearing for clearing off vehicles and onto the roadway after the roadways have been cleared, or for failure to move a vehicle when needed.
- No person may play in the roadways while snow plowing is underway
- No sledding in the complex