

# **BLACK ROCK VILLAGE ASSOCIATION, INC.**

**Initial capitalized terms are defined in Article I of the Declaration.  
The following Rules apply to all owners, occupants and guests of Units.**

## **GENERAL**

Owners must issue a copy of the Rules and Regulations of the Association as part of any rental agreement. Renters, lessees, occupants, and guests are bound by the same rules and regulations as unit owners. Fines associated with non-compliance of renters, lessees, occupants or guests will be assessed to the unit owner.

## **ARTICLE I**

### **Use of Units Affecting the Common Elements**

**Section 1.1 – Occupancy Restrictions.** Units are limited to occupancy by single families, and garages and carports are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration. A garage shall not be used as living space.

**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.

#### **Section 1.2.1 – Signs.**

“For Sale” signs not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number of the unit for sale, pursuant to the Unit Owner’s permission.

“Political” signs or campaign signs are allowed by Connecticut State Law. The Association will allow one sign not to exceed 18” x 24” in size that can be placed in the Unit’s window thirty (30) days prior to the election; however, it must be removed within 48 hours after the election.

**Section 1.3 – Electrical Devices or Fixtures.** No electrical device 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.

**Section 1.4 – 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. Trash shall be placed in the appropriate container/dumpster.

**Section 1.5 – Displays Outside of Units.** Unit Owners shall not cause or permit anything to be displayed in windows other than curtains, conventional draperies or those items specifically authorized by the Common Interest Ownership Act.

**Section 1.6 – Painting Exteriors.** Owners shall not paint, stain, or otherwise change the color or appearance of any exterior portion of any building without the prior consent of the Executive Board.

**Section 1.7– Cleanliness.** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

**Section 1.8 – Holiday Decorations.** Decorations may be hung from November 25 through January 15 during the winter holiday season. For all other holidays, decorations may be displayed for one week prior and three days after the holiday.

## **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 or patios.

**Section 2.3 – Storage.** Storage of materials in 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 purposes 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 or within Units which interferes with, or limits the enjoyment of the Common Elements or other Units by others.

**Section 2.4.1 – Unit Owners, occupants, tenants and guests** are not to interfere with contractors hired by the Association. Any problems must be addressed to the Management Company.

**Section 2.4.2 – No one is to be on the roofs** without written permission of the Association except contractors who are working for the Association.

**Section 2.5 – Trucks and Commercial Vehicles.** Trucks and commercial vehicles 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 written consent of the Executive Board. Except as required by law, 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.

### **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 Town of Thomaston. The violating Unit Owner shall hold harmless, defend, and indemnify the Association and other Unit Owners 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, except that no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition, and no more than one cat or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept.

**Section 3.3.1 -** Each unit owner is allowed one dog and one cat (two pets) or two dogs or two cats. They may not be used or bred for commercial purposes. All pets must be licensed with the Town and registered with the management company.

**Section 3.3.2 -** Renters will be allowed one dog with the written consent of the Unit Owner and a letter must be sent to the management office prior to getting the dog. Renters must follow all rules and regulations regarding pets.

**Section 3.3.3 -** Dogs must be leashed at all times when outside the unit. The leash must be no longer 12 feet in length, it must be held by a person, and the person must be able to physically control the dog.

**Section 3.3.4 -** All fecal material must be removed immediately. The droppings shall be placed in a plastic bag and placed in the dumpster.

**Section 3.3.5** - Dogs may not be tied outside the units. Constant barking will subject the unit owner to fines and/or removal of the dog.

**Section 3.3.6** - Any pet creating a nuisance or hazard shall be cause for a hearing by the Board of Directors. In some situations, it may be necessary to have the pet permanently removed from the property.

**Section 3.4 – Indemnification for Actions of Others.** Unit Owners shall hold harmless, defend, and indemnify the Association and other Unit Owners and occupants for the actions of their, occupants, tenants, guests, pets, servants, employees, agents, invitees or licensees.

**Section 3.5 – Use of Pond is Restricted.** No swimming, no boating of any kind, no use of any floatation devices, no fishing and no ice skating.

#### **ARTICLE IV**

##### **Insurance**

**Section 4.1 – Increase in Rating.** Nothing shall be done or kept which will increase the rate of insurance on any 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 building, or contents thereof, or which would be in violation of any law.

**Section 4.2 – Rules of Insurance.** Unit Owners occupants, tenants and guests 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.

**Section 4.4 – Contact Insurance Company & Management.** All claims will originate from the Board or Management Company.

#### **ARTICLE V**

##### **Rubbish Removal**

**Section 5.1 – Trash.** Items which do not reasonably fit in the dumpster must be taken to the regional landfill. A fine of \$100 will be imposed on anyone caught leaving large items outside the dumpsters. At no time shall trash be placed on the ground near the dumpsters.

**Section 5.2 – Dumpsters.** Dumpsters are for household garbage of residents only. Garbage must be bagged. No brush or tree limbs are to be placed in the dumpsters. Do not put wood in dumpsters.

**Section 5.3 – Recycling.** There is one recycling bin provided at the dumpster for clean recyclable items. Cardboard boxes should be flattened before recycling.

**Section 5.4 – Commercial Debris.** Unit Owners and/or contractors may not use the dumpster for their commercial debris. They must dispose of such debris at the town landfill.

**Section 5.5 – Unit Area.** Trash and other waste items are not to be left on the front stoops or in front of the garages.

**Section 5.6 – Composting.** Composting is strictly prohibited.

**Section 5.7 – Bulk Items.** Unit Owners are responsible for the removal of all bulk items. They are not to be left at any trash location on the property and must be removed by the owner. A \$100 fine will be imposed to anyone caught leaving these bulk items.

## **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 – 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. A Unit Owner must garage one of his or her other vehicles overnight in his or her garage and not in an outside space. Parking areas shall be used for no other purpose than to park motor vehicles and loading or unloading.

**Section 6.3 – Speed Limit.** Speed limit is 10 mph.

**Section 6.4 – Parking.** All vehicles at the Association must be registered with the State of Connecticut. All vehicles at the Association must be registered with the Association (Management). Two registered vehicles are allowed per unit. Any additional vehicles to be parked on site will require Board approval. No vehicle shall be parked in such a manner as to impede movement to and from parking spaces. Parking in front of the dumpsters or recycling bins is prohibited. No Parking or driving is allowed on the grass without prior permission of the Board. Any vehicle in violation of this Rule will be subject to towing.

**Section 6.4.1 – Parking in Driveways.** Each unit is provided with two parking spaces, one garage space and one immediately outside of the garage door. At no time are two vehicles to be parked side by side in front of the garage door.

**Section 6.5 – Recreational Vehicles.** Mopeds, trailers, mobile homes, boats, snowmobiles and all-terrain vehicles may be kept on the property only if they are parked inside a garage. Motorcycles may be parked in a designated parking spot. Vehicles not in working order may not be stored on the property. The use of snowmobiles and ATV's is not permitted within the complex.

**Section 6.6 – Commercial Vehicles.** No other commercial vehicles are permitted, except those belonging to contractors doing authorized work on site.

**Section 6.7 – Unregistered Vehicles.** Unregistered and/or uninsured vehicles are not permitted at the Association.

**Section 6.8 – Registration Request.** The Association may request make, model, registration number and year of vehicles kept on the property.

**Section 6.9 – Vehicle Repairs.** Motor vehicle repair on the premises is limited to minor repairs and maintenance but NO FLUID CHANGES, and may only be performed by the owner on the registered vehicles assigned to the unit.

**Section 6.10 – Garages.** Garage doors must be kept closed at all times when the garage is not in use.

**Section 6.11 - Vehicles in violation.** Vehicles in violation may be tagged or towed at the owner's expense.

**Section 6.12 – Snow Removal.** Vehicle owners must cooperate during snow removal. Residents and visitors are required to move their vehicles when snow is predicted. It is the responsibility of the unit owners and occupants to move their own and their guest's vehicles so they do not obstruct the plowing operations. Vehicles must be returned to their normal spaces as soon as possible to allow for final cleanup. Owners are responsible for damage they or their guests cause to the common areas. Unit Owners, tenants, guests that do not move their vehicles will be charged back for cost of cleanup if the contractor charges the Association to do additional cleanup.

**Section 6.13 – Guests -** Owners are responsible for damage they or their guests cause to the common areas.

## **ARTICLE VII**

### **Units**

**Section 7.1 – Units.** Each unit shall be used only as a residence for a unit owner or tenant and members of the immediate family or roommates(s). As per the Town of Thomaston and Black Rock Village Association Documents the number of occupants is limited to two (2) persons per bedroom.

**Section 7.1.1 -** Units may not be subdivided.

**Sections 7.1.2 -** Units may not be used for transient, hotel or commercial purposes.

**Section 7.2 – Repairs, Maintenance and Renovations.** Repair, maintenance or renovation work done on the interior of a unit must be performed by the unit owner or a professional contractor. Professional contractors must provide a certificate of insurance, naming the Association as the insured. Contractors must also provide a copy of a current license prior to beginning work on the site. Only a licensed and insured contractor may perform electrical, plumbing or structural work.

**Section 7.2.1 -** No alteration or remodeling which changes the character of a unit or involves the cutting or moving of load bearing walls or involves other structural changes/repairs or which increases the casualty insurance premiums paid by the Association under the Declaration may be done without permission in writing from the Board of Directors.

**Section 7.2.2** - Common elements and exterior appearance cannot be changed.

**Section 7.3 – Satellite dishes.** Satellite dishes must be professionally installed and located on a Unit's Limited Common Elements in the rear deck/patio area only. Wires must be secured and hidden to the best of the professional installer's ability. If a signal cannot be maintained in the rear deck /patio area, requests for a variance shall be made to the Board.

**Section 7.4 – Air Conditioners.** If air conditioners are to be installed, professional installation in the existing wall sleeves of each unit is required. Board approval is required prior to installation. No window air conditioning units are allowed.

**Section 7.5 – Doors and Windows.** Storm doors and screen doors must conform to the existing style. Exterior screens on doors and windows must be maintained by the unit owner. Windows and doors are also the responsibility of the unit owner and must be repaired or replaced as necessary – including aesthetically necessary. Board approval is required prior to installation. Draperies, blinds or curtains must be installed by each Unit Owner or tenant on all windows of his or her Unit and must be maintained in said windows at all times. Signs in windows are not permitted.

**Section 7.6 – Heaters.** Kerosene heaters, coal heaters, wood heaters, wood stoves and pellet stoves are prohibited.

**Section 7.7 – Plantings.** Flowers may be planted within the existing beds immediately in front of each unit, not to exceed four (4) feet from the building. These must be maintained and trimmed so as not to interfere with walkway access and landscaping maintenance. To facilitate grounds keeping please keep plantings to a minimum. No fruits or vegetables may be planted. Borders or fences may not be used in the mulched areas. Board approval required.

**Section 7.8 – Bird Feeders.** - Bird feeders may be in the tree line on the periphery of the complex only. Feeders are not to be installed near buildings or in the common areas. To prevent ants and rodents from infesting the buildings, animals are not permitted to be fed on the porches and patios or lawn areas of the units.

**Section 7.9 – Common Areas.** Bicycles, and other personal property may not be left in the common areas.

## **ARTICLE VIII**

### **Restrictions on Leasing Units**

#### **RESTRICTION ON LEASING UNITS**

In Accordance with the Connecticut Common Interest Ownership Act the Black Rock Village Condominium Association, Inc. hereby restricts the leasing of Units as follows:

**Section 8.1** - No Unit Owner(s) shall rent or lease his or her unit until said Unit Owner of record has lived in the Unit for a period of two (2) years, even if the unit has been rented immediately prior to the date of purchase. The Unit Owner shall be required to provide to the Association a copy of his or her current driver's license and/or other reasonable evidence showing an address at Black Rock Village Condominium Association, Inc. as his or her

principal residence. Failure to provide such evidence of residency may result in court action and/or a fine for each day that such evidence is not provided to the Association Board.

**Section 8.2** - Upon fulfilling the residency requirement no Unit Owner shall lease any Unit without first obtaining the prior written approval of the Executive Board. The Executive Board shall act upon a request to lease a Unit thirty (30) calendar days from receipt. Approval shall be granted provided the Association can meet this leasing rule reasonably designed to meet the first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in Common Interest Communities (as of the date of this rule this amount is 50% - therefore not more than 50% of the Units may be rented at any given time). As such, currently no more than 50% of units in the Association may be leased at any time. This percentage is based upon the aforementioned underwriting requirements and therefore is subject to change without any notice. Please contact the Association to obtain the current percentage restriction. A portion less than the whole Unit shall not be leased and the minimum initial lease term shall be a full twelve (12) months for the first year of any new tenancy. After the first twelve (12) months, subsequent leasing to same tenant can be year-to-year. A new or different tenant(s) must have an initial twelve (12) month lease.

**Section 8.3** - Any Unit Owner leasing his or her Unit shall, prior to occupancy of said Unit by lessee, provide his or her lessee with a complete set of Black Rock Village Condominium Association, Inc.'s Declaration, By-Laws, Maintenance Standards and Rules & Regulations ("Documents") which shall become an integral part of the lease agreement. Any violation by the lessee of the Documents shall constitute a default under the terms of the lease. The Unit Owner shall be responsible for paying any fines imposed as a result of violation of the Documents by a lessee. Notwithstanding, the Association may also impose fines directly against a lessee and take direct action to evict a lessee in accordance with the provisions of the By-Laws and/or 47a-23 et-seq. The Unit Owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of a violation of said Documents by the lessee, irrespective of whether suit is instituted in accordance with the provisions of the Documents.

**Section 8.4** - All Units currently leased shall be permitted to remain leased until such time as the current Unit Owner either transfers ownership of the Unit, occupies the Unit as a primary residence or the Unit remains vacant for a period of six (6) months whichever occurs first. The Unit Owner(s) of all currently leased Units shall provide the Board of Directors with a copy of the existing lease.

**Section 8.5** - The Executive Board may waive the restriction on the maximum number of Units to be leased, and term of lease, upon showing by a Unit Owner that he or she will suffer irreparable economic harm if said waiver is not granted. The Executive Board shall convene a meeting within 30 days of its receipt of a written request for a waiver. At such a meeting, the Unit Owner shall be heard and may present evidence in support of the request of waiver. The Executive Board shall also hear any other evidence that it deems relevant in order to assist the Executive Board in reaching the decision. The decision of the Executive Board shall be rendered by a majority of the Directors present at said hearing within thirty (30) days of said hearing.

**Section 8.6** - Any purported lease of a Unit in violation of this article shall be voidable at the election of the Executive Board, and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported lessee in the



name of the Unit Owner as the purported lessee in the name of the Unit Owner as the purported lessor. Said Unit Owner shall reimburse the Association for all expenses (including reasonable attorney's fees) incurred in connection with such proceedings, and the Association may levy a special assessment therefore.

**Section 8.7** - Any purported lease of a Unit in violation of this article, in addition to other remedies available at law or at equity, may be subject to a fine or fines to be imposed by the Executive Board following notice to the Unit Owner and hearing before the Board.

**Section 8.8** - Notwithstanding subsections (8.1) and (8.2), above, the two (2) year occupancy restriction shall not be applicable in the following situations:

- a. A Unit Owner obtaining ownership of the unit by inheritance provided that the deceased Unit Owner met the two (2) year occupancy restriction; or
- b. A Unit owner having absolute title due to the termination of life estate interest provided that the person having held the life estate interest met the two (2) year occupancy restriction.

**Section 8.9** - All non-resident Unit Owner(s) shall file with the Executive Board his or her current address, telephone number and email address.

## **ARTICLE IX**

### General Administrative Rules

**Section 9.1 – 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 9.2 – 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.

## **ARTICLE X**

### Patios/Decks

**Section 10.1 – Alterations.** Any plans to alter a patio appearance must be presented to the Board of Directors for approval prior to beginning the project.

**Section 10.2 – Structures.** With the exception of table umbrellas, additions to the patio are not to exceed the height of the patio dividers or extend beyond the shorter of the two dividers. No part of the added structure is to contact the building or the patio dividers. The structure must not be permanent and must not interfere with maintenance of the buildings. Placement of ladders for gutter cleaning, repairs and staining, access to the roof, etc. must not be impeded.

**Section 10.3 – Maintenance.** Any additions to the patio must be kept in good repair. Any maintenance will be done at the owner's expense.

**Section 10.4 – Changes.** Changes to the patio area shall be in keeping with the existing structure in design, size and color.

**Section 10.5 – Pits.** Barbecue pits and other open fires are not permitted.

**Section 10.6 – Grills.** Gas grills may be placed on the patio away from the building and any combustible structure.

## **ARTICLE XI**

### **General Administrative Rules**

**Section 11.1 – Limited to Occupants and Guests.** Passive recreational facilities, open space and woodland 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 shall hold the Association harmless from damage or claims by virtue of such use.

**Section 11.2 – Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.


**Section 11.3 – Reserved Areas.** Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved by Unit Owners for temporary use. Such reservations and scheduling shall be done by management personnel, and shall be effective after publication in the newsletter, email notice, or posting at the Community.

**Section 11.4 – Ejection for Violation.** Unit owners, occupants, guests or tenants may be summarily ejected from a recreational facility by management personnel or a Board member 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 11.5 – 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 use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

THERE WILL BE A FINE OF NOT LESS THAN \$50 PER OCCURRENCE/PER DAY, OR AS PROVIDED ABOVE, OR AS OTHERWISE APPROVED BY THE BOARD, FOR FAILURE TO COMPLY WITH ANY OF THE ABOVE RULES AND REGULATIONS. A HEARING BY THE BOARD IS REQUIRED BEFORE ANY FINE IS LEVIED AS PER ARTICLE 6 SECTION 6.2 OF THE DECLARATION.

Dated and approved by the Board of Directors of Black Rock Village Condominium Association, Inc., at Thomaston, Connecticut this May 9 day of 2018.

  
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By its President: Allan Olivero  
BLACK ROCK VILLAGE  
CONDOMINIUM ASSOCIATION, INC.