

WOODLAND HEIGHTS RULES & REGULATIONS

CM PROPERTY MANAGEMENT

RULES & REGULATIONS
OF
WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1

Introduction

These are the By-Laws of WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION, INC. Initial capitalized terms are defined in the Declaration.

EXHIBIT C
RULES AND REGULATIONS

WOODLAND HEIGHTS CONDOMINIUMS ASSOCIATION, INC.

Initial capitalized terms are defined in Article I of the Declaration.

The following Rules apply to all owners and occupants of Units.

ARTICLE I

Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, and garages are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration.

Section 1.2 - No Commercial Use. Except for those activities conducted as part of the marketing and development program of the Declarant, 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 of 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 not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number for sale, pursuant to the Unit Owner's permission.

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 therefor. 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 thereof. Each Unit may have closets, safes or vaults not exceeding 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 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. No storage of trash will be permitted outside any Unit except in designated trash storage containers.

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 over such matters, if any.

Section 1.7 - Painting Exteriors. 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.

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, balconies, patios or terraces.

Section 2.3 - Storage. Storage of materials in Common Elements other than garbage and trash in the appropriate storage containers is prohibited.

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 nuisance, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Trucks and Commercial Vehicles. Trucks, vans

and commercial vehicles exceeding three-quarter tons, trailers, recreational vehicles, motorcycles and boats 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 or articles other than holiday decorations on doors only, shall be hung out of a building or on trees, and no signs, awning, canopy, shutter or antenna shall be affixed 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, comfort 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, electronic device 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 Waterbury. 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 bought on the Common Elements, except that no more than one approved cat or other household pet may be kept. Dogs, dangerous animals, birds or reptiles, snakes of any kind and other animals, birds or reptiles not customarily considered a household pet are prohibited. All authorized pets must be approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community. The Executive Board or the manager

shall have the sole discretion in determining whether the pet is one that is not prohibited or compatible with the Common Interest Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbances or noise shall be permanently removed from the Property within three (3) days' after Notice and Hearing from the Executive Board. In no event shall any approved cat or pet be permitted in any portion of the Common Elements unless carried or on a leash. No approved cat or pet shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear 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 result in automatic fines up to the limit authorized in the governing documents. Repeated violations by a Unit Owner to properly tether pets or to dispose of their pet droppings will cause a forfeiture of the Executive Board's permission to keep a pet.

Section 3.4 - Indemnification for Actions of Others.

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.

Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

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 will 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 and all vehicles parking for more than 72 hours must display either a vehicle sticker or carry a guest pass. Construction and management vehicles not registered will be identified by a special pass card.

Section 6.3 - Registration Application. The manager will register vehicles on a special application form and shall issue parking stickers to such vehicles. The form will provide that registered vehicles parking in "no parking" areas, fire lanes, on the pavement or blocking access, or otherwise improperly parked may be towed at the owner's expense.

Section 6.4 - Guest Pass. Vehicles parked on the property for more than 72 hours without a guest pass (or 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.

Section 6.5 - Limitations on Use. Any vehicle must be registered in order to park permanently on the premises. A Unit Owner owning a garage must garage one of his or her 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 6.6 - Visitor Parking. Except where especial arrangements are made, vehicles displaying guest passes are limited to three days' parking.

Section 6.7 - Speed Limit. The speed limit on the driveways, is five miles per hour.

Section 6.8 - 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. Motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. No maintenance of vehicles such as changing or checking oil, water and other liquid levels, non emergency tire changes are allowed in parking areas or other common and limited common elements except in garages.

Section 6.9 - No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, carports, 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 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 6.10 - Limited Use of trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in access of 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, trucks, vans and vehicles having a capacity of more than three-quarter ton; trailers of any kind; recreational vehicles and boats; motorcycles; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

ARTICLE VII

Rights of Declarant

The Declarant may make such use of the unsold Units and

Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with building under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII

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 is 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.

ARTICLE IX

General Recreation Rules

Section 9.1 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 9.2 - Children. Unit Owners will direct and control the activities of their children or the children of their tenants, any guests and invitees in order to require them to conform to the regulations. Unit Owners will be responsible for violations, or damage caused by their children or the children of their tenants, any guests or invitees whether the Unit Owners are present or not.

Section 9.3 - Recreational Use of Common Areas. The Common Areas are limited to their ability to support recreational activities by Unit Owners, their children, guests and invitees. Recreational activities in close proximity of the Units and in other parts of the Common Areas is prohibited if it creates a nuisance or interferes with the peaceful enjoyment of other Unit Owners.

Section 9.4 - Unit Owner's Personal Property in Common Areas. Immediately outside every door of each Unit are Common Areas of the Common Interest Community. No Unit Owner has an exclusive right to the use of such areas. Personal items such as children's toys, bicycles, furniture, barbecue grills and other items may only be stored outside Units on the stoop or on a deck or patio to the rear entrance way to the Unit provided it does not create a safety hazard. Furniture, children's toys and other personal items must not be left outdoors overnight. They must be

stored inside Units. Bicycles, while not in use, must be stored in Units or, if provided, outdoor bicycle racks. Particular attention must be made to walkways, driveways and the parking lots. In regard to such areas and the recreational use of the Common Areas, they should always be kept free so as not to interfere with pedestrian and vehicular traffic.

WOODLAND HEIGHTS
PAST DUE RECEIVABLE COLLECTION

DEFINITION:

A past due receivable account includes:

- All unpaid past due assessment fees.
- All unpaid late payments fees charged as defined in the by-laws.
- All unpaid fines charged against a condominium unit.
- All unpaid interests charged against the entire unpaid past due receivable balance.

GOALS:

The Woodland Heights Association has put forth this past due receivable collection process for the following reasons:

- Paying the Assessment charges in a timely manner is an extremely important duty for all the Association members in order for the Board of Directors to work effectively and maintain/repair all common elements within the full extent of the approved budget.
- The alternative of not enforcing collection of past due receivable are:
 1. Cutting expenses from the approved budget to compensate for the lack of incomes. This results in a progressively degrading neighborhood.
 2. Increasing the common charges on all unit owners to compensate for the lack of incomes. This may result in owners dissatisfaction, could lead to a higher rate of delinquency because of higher payments, and is unfair to non-delinquent owners.

The clear establishment of a process to aggressively collect all past due receivable is necessary for two reasons:

- All unit owners understand the impact of being delinquent on their common charges.
- Because of the limitation in the State Statutes, the Association must act very early in collecting receivables through legal means to avoid losing money.

COLLECTION PROCESS:

Step 1: The first (1st) day of the month following the non payment of an assessment fee or a fine, CM PROPERTY MANAGEMENT sends a letter to the delinquent unit owners notifying them of their overdue balance. The delinquent unit owner should call CM PROPERTY MANAGEMENT at once to make the payments, including any additional late charges and interests.

In cases where extreme hardship can be proven by the owner, the board will schedule an hearing with the owner to come to an mutual agreement. This will be the only opportunity for the delinquent unit owners to directly resolve the matter with the Board of Directors.

Step 2: When an account reaches two (2) months worth of delinquent assessment charges, the account will be automatically turned over to the Association's Attorney. The delinquent unit owner will receive a demand letter for paying the receivable balance within thirty (30) days to be in compliance with the State Statutes. At this point the common charges may be accelerated and the entire assessment for that fiscal year become due and payable. It will be the sole responsibility of the delinquent unit owner to contact the Association's Attorney, inquire about the balance due and make the payments. Meanwhile, during the 30 days period, the Association's Attorney will process for filing the case in court. The delinquent account will be charged with all the related expenses and legal fees incurred.

Step 3: According to the State Statutes, the Association has an automatic lien on each unit that takes precedence over a bank lien and can be foreclosed in like manner. At the end of the thirty (30) days period, the Association will exercise its right to collect the past due receivable lien by initiating a motion for foreclosure in court. The unit owner AND their mortgage holder AND any subsequent lien holder will be notified of the Association's intent to foreclose on that unit unless the account balance and all realted expenses are paid off. All additional legal expenses will be once again charged to the delinquent account.

An owner can only stop the foreclosure by paying the past due receivable balance AND all legal expenses charged to their account during the entire collection process.

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V: 6490 PG: 266

**WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION
YALE STREET, WATERBURY, CONNECTICUT
RULE TO PROHIBIT DOGS**

The Woodland Heights Condominium Association, Inc. was established pursuant to Declaration entitled "Declaration of Woodland Heights" by T&F Development Corporation dated August 9, 1988, recorded August 11, 1988 in Volume 2339, Page 117 of the Waterbury Land Records, which Declaration was amended by Amendment to Declaration dated August 9, 1988, recorded August 11, 1988 in Volume 2339, Page 151 of the Waterbury Land Records, which Declaration was further amended by Amendment to Declaration dated and recorded October 17, 1989 in Volume 2538, Page 262 of the Waterbury Land Records, which Declaration was further amended by Amendment to Declaration dated August 18, 1993 and recorded August 20, 1993 in Volume 3000, Page 170 of the Waterbury Land Records.

The Condominium established Rules and Regulations at the time the Declaration was first recorded. The Rules contain a provision to prohibit dogs as follows:

Woodland Heights Rule Section 3.3 Pets

"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 approved cat or other household pet may be kept. **Dogs, dangerous animals, birds or reptiles, snakes of any kind and other animals, birds or reptiles not customarily considered a household pet are prohibited.** All authorized pets must be approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community. The Executive Board or the manager shall have the sole discretion in determining whether the pet is one that is not prohibited or compatible with the Common Interest Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbances or noise shall be permanently removed from the Property within three (3) days' after Notice and Hearing from the Executive Board. In no event shall any approved cat or pet be permitted in any portion of the Common Elements unless carried or on a leash. No approved cat or pet shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. **Seeing eye dogs and hearing 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

V: 6490 PG: 267

Common Areas will result in automatic fines up to the limit authorized in the governing documents. Repeated violations by a Unit Owner to properly tether pets or to dispose of their pet droppings will cause a forfeiture of the Executive Board's permission to keep a pet."

This Rule is being recorded on the Waterbury Land Records in order to provide additional notice that it is the intention of the Executive board to strictly enforce this Rule. This means that dogs are prohibited from all Condominium property including within units for any period of time and/or for any purpose. This also means that a dog may not visit any unit for any period of time. The only exception will be dogs that are needed for genuine health related concerns and in such cases certificates of necessity shall be presented to the Executive Board for approval.

WOODLAND HEIGHTS CONDOMINIUM
ASSOCIATION, INC.

By: Franklin G. Pilicy
Franklin G. Pilicy
Its Attorney

Received For Record
Feb 19, 2009 11:43A
Antoinette C. Spinelli
Town Clerk
Waterbury, CT

00041147

PROPOSED AMENDMENTS TO THE RULES & REGS.**RE: PARKING**

Because of pressure to comply with City ordinances, Fire/Emergency zoning regulations and insurance liability restrictions, the Executive Board for Woodland Heights Condominium Association has proposed several amendments to the Rules & Regs. in regard to parking.

Now that the units are being finished off and sold, there will be substantially more vehicles (both resident and visitor) up at Woodland Heights. As you know, there is limited parking in the complex. The more residents the fewer spaces to go around for visitors. The Board is taking steps to try and alleviate future parking problems by setting guidelines now. The purposes of which are to increase the overall safety and reduce the liability of the Association in general.

The amendments are as follows:

- 1) Each unit is allotted three (3) parking spots. For most units, one is inside of the garage, one is directly outside of the garage and the other is directly adjacent to that. Units not having the extra adjacent spot will be issued a spot elsewhere. (these units will be notified of these locations). Units not utilizing their garage for parking, forfeit that spot and will not be issued an alternative spot.
- 2) In accordance with City zoning and emergency ordinances, parallel parking on the main drive will NOT be allowed except for the unloading and loading of vehicles. There is also a two (2) hour limit on the unloading and loading.
- 3) Any spot marked with a "V" is a designated visitor parking space for non-residents only.

Any vehicle violating these and already existing Rules & Regulations, will be subject to fines and/or towing. These fines are considered assessments against the unit to which the vehicle belongs (unit owners are responsible for tenants and guests vehicles as well) if not paid they constitute a lien against that unit in accordance with Connecticut State Statutes.