

# **NEW PLUMTREE HEIGHTS CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

Revised: Approved, March 2003

The New Plumtree Heights Condominiums Association (NPTH) is providing this pamphlet to the residents of the New Plumtree Heights Condominiums as an introduction and quick reference to the Architectural Standards, Parking Policy, Collection Policy, Rules and Regulations, and By-laws of our community.

The following Rules and Regulations have been adopted by the Board of Directors of the New Plumtree Heights Condominium in accordance with the Covenants and By-Laws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the By-laws, which the Board of Directors uses as its primary governing document. Both documents are in force, In. case of conflict between the working of these documents, the By-laws will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with applicable Covenants and Bylaws.

In establishing and maintaining the Rules and Regulations the Board shall make every effort to ensure that they do not effect unit owner's rights to the enjoyment of reasonable and unrestricted use of their property or privileges or of ownership.

The Rules and Regulations may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

### **11. GENERAL INFORMATION**

The pool, streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, exterior lighting and parking areas comprise the GENERAL COMMON ELEMENTS. Your Association (NPTH), along with your Management Agent, is responsible for the operational management and oversight of maintenance and improvement of these areas, and/or their guests.

The LIMITED COMMON ELEMENTS include patios. YOU AS A UNIT OWNER OR YOUR TENANT HAVE THE RESPONSIBILITY FOR THE UPKEEP OF THESE AREAS.

## 111. GENERAL RULES AND REGULATIONS

These are the general rules and regulations of the Association. Exceptions to these rules may be granted only by a written notice from the Board.

1. Any damage to buildings, grounds, or to equipment by any owner, tenant guest, family member or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property.
2. The lawns and walkways shall not be used for storage or parking or be obstructed in any way.
3. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas.
4. No personal items, including children's swimming pools, toys, child or adult bicycles and sports equipment may be left outside after dark but must be brought inside when not in use.
5. Firewood may be stored on patios only during the period of September 1<sup>st</sup> through April 30<sup>th</sup> of each year. No firewood shall be stored on decks at any time. Always store firewood at least 18" away from buildings since it harbors termites and carpenter ants.
6. The following items may be left on patios and decks overnight: Outdoors type table and chairs (with or without sun umbrella), barbecue grill, and decorative plants.
7. Climbing any tree or structure or entry upon a roof is prohibited except for maintenance or repair by Association employees.
8. No digging or pulling up the sod without the express permission of the Board shall be allowed.
9. Shrubs and trees may be planted by the Association only and are the responsible of the Association. An owner may suggest/request changes in the shrubs or trees upon the death or damage of existing plantings by written request to the Board of Directors.
10. Bug zappers are not permitted.
11. No awnings, canopy, shutter, radio, or television antenna shall be fixed to or placed upon the exterior walls or doors, roof, deck or any part thereof. Small decorations are permissible.

12. Outdoor lighting: all light fixtures must have clear or white lights bulbs except on patios and decks where a yellow bug light is permissible. The bulbs shall not exceed 60 watts.
13. The outside faucets are for the exclusive use for that particular unit owner only. They are part of that particular unit and therefore for the exclusive use of the unit owners of the unit where they are located. Anyone using the faucets for private purposes should keep that in mind and be considerate of the privacy of the unit owners where the faucets are located; i.e. do not trespass on their limited common area (patio) or park your vehicle and wash it in their driveways, etc.
14. Unlawful and Disturbing Noises/Practices: No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comforts and convenience of other residents.
15. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained or permitted on any part of the property, nor shall any "for sale" or "for rent" signs or advertising be maintained or permitted on any part of the property or in any unit therein.
16. All refuse must be deposited inside dumpsters in sealed plastic bags.
  - a. Cardboard boxes are to be broken down and placed in the white recycling dumpsters.
  - b. Only normal household waste should be disposed of in the green dumpsters.
  - c. All other (e.g.: appliances, furniture, toys, etc.) should be taken to the municipal dump by the owner/occupant — or held until the Association puts out household trash dumpsters in the spring and fall.
  - d. Chemicals or any hazardous waste (e.g.: motor oil, anti-freeze, paint) shall not be disposed of in the dumpsters or down the storm drains.
  - e. Lids on the dumpsters must be left closed at all times other than when disposing of refuse.
  - f. Only qualified recycle items (glass, plastic, cans, and paper) are to be placed in the green recycle bins.
17. Play areas: Play is permitted in designated common areas provided that such play is not of a nature that is destructive or potentially destructive of property.
18. Bicycle riding by children and adults is expressly limited to roadways. All riders must follow the rules of the road. Skateboarding and the use of jump ramps for skateboarding and bicycles are prohibited on Association property.
19. Only balls made of light plastic (whiffle balls), sponge foam (nerfballs), or soft Rubber may be used in the common areas. The use of baseballs, softballs, golf balls and the like should be restricted to facilities provided for their use off the

association property. Unit owners are responsible for any damage caused by their children, tenants or guests.

20. Barbecuing: Cooking is permitted on the patio or deck in the back of your unit only.
21. Defacing of property: Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the common areas. Specifically excluded from this regulation are seasonal decorations, in accordance with the Declaration and By-laws, or as approved in writing by the Board.

#### IV. CONDUCT

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1. Residential Use: All condominium units shall be used for residential purposes exclusively.
2. Leasing of units by owner:
  - a. No unit may be rented for transient or hotel purposes or for any period less than 12 months.
  - b. Unit owners who rent their homes must include in the lease the requirement that the tenant adhere to the By-laws, Rules and Regulations of the condominium and, furthermore, in the event of breach, the Board of Directors, as well as the unit owner, has the right to bring the tenant to the appropriate landlord-tenant court for eviction.
  - c. The unit owner is responsible at all times for the enforcement of the established guidelines.
  - d. Unit owners must provide the lessee with the Rules and Regulations and Bylaws so that no inadvertent or deliberate violations occur during the lease term.
  - e. Unit owners must provide management agent with the name(s) and phone numbers of lessee.
  - f. When unit owner leaves the community, the management agent must be given the new mailing address of the owner.
3. No noxious or offensive activity shall be carried on within any condominium unit nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners.

#### V. INSURANCE

1. Nothing shall be done or maintained in any condominium unit or on any Common Elements which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors.
2. Nothing shall be done or maintained in any condominium unit or on the Common Elements which is in violation of any law.

## VI. ANIMALS AND PETS

1. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry Of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of small dogs, cats and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of smalls dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Part III, Item 15.
2. All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to othenwise interfere with the rights, comfort or convenience of other residents. The leash may not exceed 15 feet in length.
3. Dogs may not be tied up outside unattended nor may a leash, dog mn, or other device of the same type be attached to any part of the building(s), light posts, trees, or common structure.
4. Dogs may not be walked on grassy areas near your neighbors' units, and must be cleaned up after.
5. Pets must be vaccinated and kept in accordance with the Connecticut Health Department laws and regulations.
6. All pets shall be registered with the Association by type, breed, color, name and Town of Bethel tag number (for all pets over 6 months of age) if applicable.
7. Owners are responsible for all damages caused by their pets to common areas and to the property of other.

## VII. MOTOR VEHICLE OPERATION

1. Except as herein provided, no junk vehicle or other vehicle on which current Registration plates are not displayed, no trailer, camper, house trailer, snowmobile or other all terrain vehicle, boat, commercial vehicle or any type, or any vehicle with more than four (4) wheels may be kept on any Common Elements.
2. Vehicles that display a trade name of business, logo or any advertising shall not park in any common area, except those temporarily on the property for the purposes of serving the property itself or one of the units.
3. Vehicles with commercial plates are not permitted on the premises unless on official business.
4. Vehicles with overhead racks designed to carry ladders, limber, etc., are not permitted on the premises unless on official business. Otherwise, racks must be removed.
5. Vehicles that have items stored on them including but not limited to ladders, tools, boats or canoes shall not park in any common area, except those vehicles temporarily on the property for purposes of serving the property itself or one of the units.
6. Likewise, no repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements. Minor vehicle repair work shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed.
7. Oil leaks from parked vehicles may cause road surface damage and repairs will be billed to unit owners.
8. The speed limit within the complex is 15 miles per hour. The speed limit and stop signs must be obeyed and vehicles are required to drive to the right.
9. Unregistered vehicles must be removed from the common property until legally registered. The operation of unregistered vehicles including mopeds, motor scooters and motorbikes on the common roadways or in common areas is prohibited.
10. All vehicles in the common roadways must be operated by licensed drivers, Persons with learning permits are not considered licensed drivers.
11. No vehicles of any kind shall be driven in the grass; stone or wood chip areas without the permission of the Board of Directors. Vehicles shall be limited to the paved areas.
12. Vehicles shall be prohibited from parking upon the Common Elements, i.e. roads, driveways, lawns, and vacant lot at the end of Nature View Trail, longer than seven days. Vehicles must be in use and moved at least once weekly unless approved by

the Board of Directors. There is to be no storage of vehicles on New Plumtree Heights Common Elements.

13. Vehicles shall not be backed into parking spaces nor shall the front bumper exceed the curb area. This is to prevent damage to the grass. Vehicles shall be parked perpendicular to the curb in front of units.
14. Absolutely no vehicle shall restrict access to garages, refuse areas, fire hydrants, mailboxes and areas posted "No Parking" or "Handicapped Parking". Handicap parking requires a sticker or Handicap plates.
15. No vehicle shall be parked in such a manner that it blocks or impedes two-way traffic at any time.
16. Vehicles in violation of these parking rules are subject to the usual enforcement procedure of fines, and costs of towing after being tagged if authorized by the Board of Directors.

## VI". ARCHITECTURAL MAINTENANCE/CONTROL

- I. No structural alteration (construction, addition or removal) of any condominium unit or Common Element shall be commenced or conducted except in strict accordance with the provisions of the By-laws,
2. All changes proposed by the unit owner to his/her unit shall be submitted in writing to the Board of Directors. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. Once written approval has been received from the Board and changes have been made, the unit owner must contact the Board so that a final inspection may be made and signed off by the Board.
3. Storm doors and screens must conform. to unit owner's building standards in term of color, style and design. Door style must be a full-view glass window with a minimum glass area of 36" x 81 ". Contact the Association's Managing Agent to direct you to an acceptable model before making a purchase. Unit owners may be required to remove any non-conforming doors at the owner's expense.

## **POLICY**

4. The architectural covenant imposes a legal requirement on the Association to approve or disapprove construction of new structures, exterior additions or alterations to the original design of the units, and all subsequent alterations thereto BEFORE they are started by the unit owner.

5. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
6. Any project or exterior modification which was completed prior to the issuance of these regulations which would normally require Board approval prior to initiation shall not be construed as setting a precedent, and will still require Board approval before any major repairs, changes, and/or additions are made to said project or modification.
7. Before making any exterior changes or initiating any project, which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes can not only be aesthetically offensive to their neighbors, but can also decrease the value of all units.
8. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into the immediate or future compliance with these standards.

#### rx. ENFORCEMENT/PENALTIES

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

I<sup>st</sup> violation, after written warning- \$25.00  
Repeated violation after written notice- \$25.00/day

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period often (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.



2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. The decision of the Board in such matter can be appealed to the Courts of the State of Connecticut.
5. If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, the expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

1. Suing the unit owner for damages.
2. Imposing criminal penalties through the proper authorities (violations or county or state laws).