



OLD FIELD ASSOCIATION, INC.

Rules & Regulations

October 2022

Old Field Association  
Rules & Regulations  
October 6, 2022

**Introduction**

All Old Field residents are aware that condominium living is unique. It can be carefree and comfortable. However, to achieve this ideal, residents must realize that they may have to put aside personal preferences and instead assume the role of “active partner” in the Association.

Old Field is a community managed by a Board of Directors (“Board”), all of whom are unpaid volunteers motivated by a sense of responsibility to this community. There is always a need for volunteers and interested residents are encouraged to participate by contacting any member of the Board.

As many of us came from individual homes, it may take some time to get used to condominium living. The following Rules and Regulations (“Rules”) were developed by the Board to provide a safer, more comfortable and enjoyable condominium life for all Old Field residents. We welcome your suggestions for improvements.

To achieve the common good, residents should be aware that any violation of these rules are subject to a penalty and/or fine as stated in the Declaration and Bylaws of Old Field, which may be an amount of up to \$25.00 per day.

Old Field Association  
Rules & Regulations  
October 6, 2022

## Contents

A. Administration .....	6
1. Consent in Writing .....	6
2. Formal Complaints.....	6
3. Amendment of Rules .....	6
4. Common Charges.....	6
5. Fines & Assessments .....	7
6. Delinquency .....	7
7. Owner Registration .....	7
8. Association Employees.....	7
B. Motor Vehicles .....	7
1. Compliance with Motor Vehicle Laws .....	7
2. Recording of Vehicles .....	8
3. Registration of Vehicles .....	8
4. Parking of Vehicles .....	8
5. Prohibited Vehicles .....	9
6. Towing .....	9
C. Protection, Safety & Health.....	9
1. Right to Entry .....	9
2. Chimneys & Flues.....	9
3. Storage of Firewood .....	10
4. Use of Grills .....	10
5. Storage of Fuel Tanks .....	10
6. Fire Safety .....	10
7. Security Alarms.....	10
8. Emergency Standby Electric Generators .....	11
9. Kerosene & Electric Quartz Heaters .....	12
10. Electrical Work.....	12
11. Septic System.....	12
12. Pets .....	12
13. Trash Disposal, Collection & Recycling .....	14
D. Use of Common Areas .....	15
1. Proper Use .....	15

Old Field Association  
Rules & Regulations  
October 6, 2022

2. Solicitation .....	15
3. Obstructions .....	15
4. Bicycles, Skateboards & Roller Skates.....	15
5. Alterations, Additions, or Improvements to Common Areas .....	15
6. Exteriors of Units .....	16
a. Personal Plantings .....	16
b. Window Treatments .....	16
c. Patio Furniture.....	16
d. Satellite Dishes .....	16
7. Modifications with Special Restrictions.....	16
a. Low Voltage Lighting Systems .....	17
b. Retractable Awnings .....	17
c. Storm Doors .....	18
d. Privacy Fencing.....	18
E. General Facility Rules.....	18
1. Limited to Occupants and Guests.....	18
2. Boisterous Behavior Prohibited.....	18
3. Smoking Prohibition.....	19
4. Ejection for Violations .....	19
5. Proper Use .....	19
F. Pool, Tennis Court & Clubhouse Rules.....	19
1. Swimming Pool.....	19
2. Tennis Court.....	20
3. Clubhouse .....	21
G. Legal Responsibilities and Duties.....	21
1. Occupancy Restrictions .....	21
2. Use of Condominium Units .....	21
3. Unit Owner Responsibility.....	21
4. Unit Owners Indemnification.....	22
5. Compliance with the Law.....	22
6. Annoyance or Nuisance.....	22
7. New Owners .....	22
8. Insurance Compliance .....	22

Old Field Association  
Rules & Regulations  
October 6, 2022

9. Insurance .....	22
10. Fire Insurance .....	23
11. Damage Notification .....	23
12. Tag Sales .....	23
13. For Sale/For Rent Signs .....	23
14. Other Signs & Displays .....	23
15. Holiday Decorations .....	24
H. Leasing of Units .....	24
1. Term of Lease .....	24
2. Additional Lease Requirements .....	24
3. Unit Owner (Lessor) Responsibilities .....	25
4. Assignment of Leases .....	25
5. Corporate Leases .....	25
I. Closing .....	25

## A. Administration

### 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. Any consent or approval given under these Rules may be added to, amended, or revoked at any time by the Board. Residents must submit the form, "Proposal to Modify Condominium Property," to request any and all approvals of the Board.

### 2. Formal Complaints

Any complaints regarding management of the Association, the Management Company, or actions of residents must be made in writing to the Management Company. No action shall be taken on verbal complaints.

### 3. Amendment of Rules

The Board reserves the right to rescind, change, interpret, or amend these Rules and to adopt such other rules and regulations from time to time as may be deemed necessary or appropriate.

### 4. Common Charges

The unit owner remains responsible for the timely payment of common charges to the Association.

**Note (October 2022):** We have just changed management companies to CM Property Management. Common charge payments can **temporarily** be mailed to:

**CM Property, Inc  
PO Box 690  
Southbury, CT 06488**

Once CM Property Management completes setting up Old Field in their system, they will send you a notification with payment options and address for all future payments. Common charges are due and payable on the first day of each month.

Payment must be received by the 10th day of the month, otherwise the payment will be considered delinquent. The unit owner shall be subject to a late charge of ten dollars (\$10.00) for each delinquent payment. In addition, there is a ten dollar (\$10.00) service fee levied by the management company. The unit owner shall be liable for any costs incurred by the Association in the collection process, including, but not limited to, attorney's fees, court charges, and sheriff's fees.

## 5. Fines & Assessments

These rules shall apply to all unit owners, occupants, and guests. All violations of the rules are subject to fines as imposed by the Declaration, Bylaws, and Board. Fines may be imposed as a onetime and/or daily assessment and/or as a suspension for the use of services (such as the pool or tennis court). Fines and assessments shall be due and payable within seven (7) business days. Checks shall be payable to Old Field Association, Inc. and mailed to the following address:

**CM Property, Inc  
PO Box 690  
Southbury, CT 06488**

## 6. Delinquency

At the discretion of the Board, use of any and all recreational facilities at Old Field may be denied to a unit owner who is delinquent in any payment due the Association until such time as the delinquency has been cleared. In the case of rental units, this shall apply to the lessee to whom the unit owner has ceded his rights.

## 7. Owner Registration

Unit owners must submit to the Management Company, by July 1st of each year, a unit owner registration form. **The form may be obtained by calling CM Property Management @ 203-264-6598 or by accessing Old Field's website @ <http://oldfieldassociation.com>.**

## 8. Association Employees

No employee of the Association shall be used to perform private services for the benefit of any unit owner during scheduled working hours.

# B. Motor Vehicles

## 1. Compliance with Motor Vehicle Laws

All persons must comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances on the roads and driveways of Old Field property. The maximum speed limit on the property is fifteen (15) miles per hour. No vehicle will be operated so as to endanger any person or property.

## **2. Recording of Vehicles**

All resident vehicles parked and/or operated on Old Field property must be recorded at the Management Company office.

## **3. Registration of Vehicles**

All resident vehicles must be currently registered and shall be operated by licensed drivers.

## **4. Parking of Vehicles**

Garages are to be used for primary parking, followed by the limited common element blacktop outside the garage, then the common parking areas.

- a.** Parking that interferes with access to driveways or an approved parking area is prohibited.
- b.** Residents and their guests may not park on the main roadway. There are designated parking areas in phase 2 and at the tennis court.
- c.** Parking spaces are designed for passenger vehicles only. Trailers, RVs, or campers of any kind, or vehicles so large as to interfere with roadway travel or parking may not be parked on Old Field property.
- d.** Inoperable vehicles may not be parked or stored on the property.
- e.** No vehicle of any kind is permitted on any lawn area of the complex any time.
- f.** No vehicle bearing advertising signs or carrying equipment shall be parked on the property.
- g.** No commercial vehicle may be parked on the property other than service contractors engaged to perform work on the site.
- h.** Unregistered vehicles may not be operated, parked, or stored on the property.
- i.** No campers, recreational vehicles, motor homes, pick-up trucks, boats, or motor vehicles bearing commercial advertising are to be parked outside of garages or parking areas, except for temporary loading or unloading or by approval of the Board.
- j.** Pick-up trucks must be parked in garages.
- k.** No vehicle shall be parked displaying a "For Sale" sign.



Old Field Association  
Rules & Regulations  
October 6, 2022

- I. No major automobile repair or maintenance work, with the exception of vehicle washing, may be done on the property.

## **5. Prohibited Vehicles**

Snowmobiles and off-road vehicles including, but not limited to, motorized trail bikes, go carts, dirt bikes, mini-bikes, and all-terrain vehicles may not be operated on the property.

Mopeds and legally licensed and properly muffled motorcycles may be operated on the roadways in compliance with State laws. If the operation of these vehicles creates a nuisance, the Board may require the unit owner to cease operation.

## **6. Towing**

Any vehicle owned by a resident, guest, servant, employee, agent, invitee, or licensee of a resident, which is in violation of parking rules, shall be removed. The unit owner will be responsible for all expenses and attorney fees associated with the removal of the vehicle.

## **C. Protection, Safety & Health**

The Association's primary concern is the protection, safety, and health of our residents and property.

### **1. Right to Entry**

In the case of an emergency, the Board or its designee has the right to enter a unit without prior notice to the unit owner, as stated in the Declaration and Bylaws of Old Field.

The Board or its designee shall also have the right of access to any unit for the purpose of making inspections, repairs, replacement, or improvement, or to remedy certain conditions that would result in damage to other portions of the building. Request for entry shall be made in advance and at a time that is convenient for the unit owner.

### **2. Chimneys & Flues**

All wood burning fireplaces must be inspected every two (2) years by a professional chimney sweep and at the unit owner's expense. Proof of inspection and cleaning or a statement saying that the fireplace has not been used must be submitted to the Management Company. A fine in the amount of \$25.00 will be imposed on any unit that does not comply.

Old Field Association  
Rules & Regulations  
October 6, 2022

Only seasoned hardwood may be burned. Soft wood such as Pine or Spruce, as well as green or moist wood, should be avoided. Do not burn paper or cardboard. Only 1/2 cord of wood may be stored at a time.

Gas fireplaces should be maintained per manufacturer's instructions.

### 3. Storage of Firewood

To prevent serious infestation of termites, all firewood must be neatly stored at a reasonable distance, **at least five (5) feet from the building**, and out of direct contact with the ground. Firewood should not be stored in the garage.

### 4. Use of Grills

Grills are permitted at the resident's own risk and unit owner will be responsible for any and all damage that occurs from the use and storage of a grill. To comply with the requirements of our Master Insurance Policy, charcoal grills are not permitted. Gas and propane grills must be stored and used at least five (5) feet, both horizontally and vertically (under a deck or porch), from the side of a building.

### 5. Storage of Fuel Tanks

Interior storage of propane tanks is prohibited.

### 6. Fire Safety

- a. Residents shall be responsible for yearly testing of smoke detectors.
- b. An underwriter-approved fire extinguisher should be kept in the kitchen of every unit.
- c. Carbon monoxide detectors are recommended in areas where fuel-burning appliances are used. Per the Fire Marshall, carbon monoxide detectors should not be placed in garages.

### 7. Security Alarms

Any residential alarm system or device, which produces an exterior audible sound, shall be set to automatically deactivate after no more than five (5) minutes of operation.

## 8. Emergency Standby Electric Generators

- a. Plans must be approved, prior to the installation, by the Old Field Board of Directors (Board). The Board has the right of approval of all unit owner installation plans, including generator locations.
- b. Generator installations and use must conform to all Connecticut State Building, Fire Safety and Noise Control Codes/Regulations and manufacturer's installation and operating guidelines. Unit owners or their contractor must obtain necessary permits from Town of Southbury prior to installation.
- c. Exhaust discharges must be directed to a harmless area and not toward combustible materials or structures. Exhaust should not terminate under platforms or near ventilation air inlets, including windows.
- d. Standby electric generators will be natural gas burning only. Gasoline, diesel, or other fueled generators are not acceptable.
- e. Standby electric generators power level may not be greater than 14 kilowatts and the manufacturer's specified noise rating may not be greater than 66 decibels. The size of most manufacture's products do not vary significantly for comparable power sizes. For reference purposes, the Generac Guardian series 12KW is 48" x 25" x 29".
- f. All installations/hook ups must be made by licensed contractors as described in the standard Board Proposal to Modify Condominium Property.
- g. Installations must be approved by Town Building and Zoning Officials. Call-before-you-dig must be notified as stipulated by Connecticut Statute prior to doing this type of work. **The Old Field Irrigation Committee must be informed prior to digging to avoid damaging irrigation lines and/or sprinkler heads.**
- h. The generator must be hidden by suitable decorative shubbery, approved by the Board, with care taken to allow proper venting not only in the immediate future, but long term. The installation costs and maintenance of the generator and hiding shrubbery must be borne by the unit owner in perpetuity.
- i. The automatic weekly ten minute generator testing must be performed only once during midweek and only in mid-morning between 10:00 A.M. and 11:00 A.M. on Tuesdays, Wednesdays, or Thursdays.
- j. Unit owners must obtain annual maintenance contracts to endure continued safe generator operation. To ensure occupational safety, CO2 detectors must be placed in the unit with particular emphasis paid to each sleeping area.

Old Field Association  
Rules & Regulations  
October 6, 2022

- k. The Board reserves the right to cause the removal of any approved generator installation that fails to comply with the foregoing guidelines at the unit owner's expense.

## 9. Kerosene & Electric Quartz Heaters

**The Southbury Fire Marshall bans the use of kerosene heaters in any condominium unit. The Southbury Fire Marshall also recommends that electric heaters of any type used in a unit must comply with all manufacturer instructions for use and care. In addition, all safety precautions must be taken, including, but not limited to, keeping the heater free from clutter, away from interior walls and furniture, placed at least three (3) feet from combustibles, avoiding the use of extension cords, placed on the floor, and should be turned off and unplugged when not in use. The Fire Marshall is authorized to inspect any unit and can order the removal of an illegal heater, as well as issue a fine to the unit owner.**

## 10. Electrical Work

All electrical work performed within a unit must be performed by a licensed electrician and according to Federal, State, or local codes.

## 11. Septic System

Great care must be taken to avoid plugging up kitchen, bathroom, and laundry room drains and/or damaging the septic system. Foreign items must not be put into drains. Any backup is the responsibility of the unit owner unless it is determined that the backup was found in the main line.

## 12. Pets

The Association recognizes that household pets can be a source of personal comfort, security, and companionship. However, the same pet running loose can be a disturbing nuisance, even a serious health hazard to others. The Board has the authority to force the removal of a pet from the premises that is causing or creating a nuisance, unreasonable disturbance, or noise in accordance with Connecticut State condominium law. The following rules of conduct are established for the control of all pets, to assure that no resident's rights and/or peace of mind are violated.

- a. No more than two (2) dogs are allowed per unit. Cats are required to remain inside at all times. The description of each pet must be on file with the Management Company.
- b. No animals, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas.

Old Field Association  
Rules & Regulations  
October 6, 2022

- c. All shots shall be obtained in accordance with State and local ordinance. Connecticut law requires all pets to be vaccinated for rabies.
- d. Invisible fences are allowed only at the discretion of the Board. A unit owner must apply for a modification for the purpose of installing an invisible fence next to their unit. Use, maintenance, repairs, and removal of invisible fencing is solely the responsibility of the unit owner. The Old Field Association, its Board, or its contractors are neither liable nor responsible in any way for any permitted invisible fence. The Board may, at its discretion, require the disconnection or the removal of any invisible fence at the expense of the unit owner when it is believed that the fence privilege has been abused or that the needs of the community are being compromised by the use of the particular invisible fence.
- e. Invisible fences may only be permitted for residential units having rear yard areas. In this case, suitable areas for the installation of a fence will be determined by a committee of the Board in cooperation with the unit owner. The designated fence area should not impinge on any neighboring units nor should the designated area prevent passage or access between units.
- f. Unit owners must provide the Association with a modification including a diagram of the fenced area with measurements from the unit for the buried wire. The fence wire should be buried by a qualified installer a minimum of two (2) inches below the surface in order not to interfere with landscaping, aeration, and mowing requirements around the unit.
- g. Unit owners with invisible fences are not to leave their pets in the fenced area unattended and owners are responsible for removal of animal waste from the fenced area consistent with standing rules regarding the walking of dogs on the property.
- h. Landscaping and lawn damage within the boundaries of any approved invisible fence caused by the owner's dog are the responsibility of the unit owner. The Association may have its contractor repair and replace damaged grass, sod, mulched beds, shrubbery, and trees within the confines of the fenced area and pass along any incurred costs directly back to the unit owner. A routine review of approved invisible fenced areas will be made by the Association and its contractors for the purpose of maintaining the grounds.
- i. Unit owners selling their units may be required by the Board to have an invisible fence removed prior to sale unless the purchaser assumes the responsibility in writing for the existing invisible fence.
- j. In no event shall any dog be permitted in any portion of the Common Areas unless carried, on a leash, or under the direct control of the owner.
- k. The pet owner shall indemnify the Association and hold it harmless from any claim resulting from the actions of his pet.

Old Field Association  
Rules & Regulations  
October 6, 2022

- l.** The owner is responsible for the immediate removal and disposal of the animal waste via the unit owner's trash.
- m.** Visiting pets are subject to the same Rules as any resident pet.
- n.** No pet, other than that belonging to a resident or guest, may be walked on the property.
- o.** Complaints regarding problems with pets must be submitted to the Board in writing.
- p.** **There shall be no feeding of birds or other animals on unit decks, porches, or patios.**

### **13. Trash Disposal, Collection & Recycling**

The Town of Southbury recycling guidelines can be found in the "Southbury Town Guide." If you have unusual situations (such as large volume of moving boxes) please call the Management Company to make special arrangements or take your items to the town dump (a permit is required). If you are in doubt whether an item may be recycled, call USA Waste & Recycling.

- a.** No accumulation of rubbish, debris, or unsightly material is permitted outside any unit or on Common Area.
- b.** Trash collection occurs weekly, each Wednesday. Recycling collection occurs bi-weekly. Trash cans and recycling bins may be put out no earlier than **Tuesday** evening. All trash must be placed at the end of the driveway, off the grass, for collection. It is the responsibility of each resident to make sure that trash is bagged and trash can lids are secure.
- c.** Trash cans and recycling bins must be retrieved by the end of the day on **Wednesday**, and must be stored within the unit.
- d.** Town recycling regulations must be followed. All recyclables must be placed at the end of the driveway, off the grass, for collection. If the Association is fined for failure to comply with the recycling guidelines, the fine and associated costs will be charged back to the unit owner.
- e.** The trash bins and recycling containers are the property of USA Waste & Recycling. Please mark your trash cans and recycling bins with your unit number.

## **D. Use of Common Areas**

### **1. Proper Use**

Common Areas shall be used only for the purpose for which they were designed. No person shall behave in any manner in the Common Areas that interferes with, or limits the enjoyment of, the Common Area by others. This includes Privacy Yards immediately adjacent to unit entrances. Privacy Yards at units 455 and 457 North Main Street may not be used as a short cut path/access to the Old Field pool.

### **2. Solicitation**

Solicitation of unit owners or occupants for any purpose is forbidden without the prior written consent of the Board.

### **3. Obstructions**

There shall be no obstruction of the Common Areas. This includes storage of paint, gasoline, propane tanks, or any other hazardous materials.

Stoops and walks in front of units shall not be obstructed or used for any other purpose than exiting or entering. Planters are permitted as long as they do not block any entrance.

Bicycles, scooters, wagons, and other similar vehicles and other personal articles may not be left in any Common Area. Such items are not permitted alongside or behind any unit or building, on the lawns, or in any entrance or other Limited Common Area.

### **4. Bicycles, Skateboards & Roller Skates**

Bicycling, roller skating, and skate boarding are not allowed on any grassy areas. Riders should know the rules of the road and be aware of automobiles. Apparatus and equipment involved in these or any other sport may not be stored on Common Areas or Limited Common Areas.

### **5. Alterations, Additions, or Improvements to Common Areas**

No alterations, additions, or improvements may be made to the Common Areas without the prior written consent of the Board or as provided by the Bylaws of the Association.

## 6. Exteriors of Units

Condominiums may not be painted, stained, changed, or modified in any manner. Common Areas may not be used for storage of boxes, cartons, or other accumulation of storage articles. No article may be hung on the outside of any unit, with the exception of an American flag or the Connecticut State flag.

### a. Personal Plantings

Residents who desire to improve the property by additional landscaping must have their plans approved in writing by the Board. The unit owner must maintain any approved landscape improvement into perpetuity.

### b. Window Treatments

No substantial portion of any window treatment that is visible from the outside of any unit may be a color other than white or beige. No sheets or blankets may be hung as window treatments.

### c. Patio Furniture

Patio furniture must be one of the following colors: **Forest Green, Black, White, Natural Wood, or Grey**. Cushions and/or umbrellas must be solid (no patterns) and Forest Green in color.

### d. Satellite Dishes

The Federal Government stipulates that a condominium cannot deny a signal to a resident who wants to install a satellite dish. The law also stipulates that the condominium has the right to deny installation that can cause a maintenance problem to the Association. A resident is allowed to have up to a 23-inch dish; however, the dish may not be installed on either the roof or anywhere else on the building. The Board must authorize requests for satellite dishes and will determine here the dish can be installed.

## 7. Modifications with Special Restrictions

The Town of Southbury has approved the following modifications with special restrictions.



#### **a. Low Voltage Lighting Systems**

When needed to enhance safety on stairs and walkways, low voltage lighting systems may be installed, with prior Board permission, provided they meet the following requirements:

- i. Such systems must be black in color.
- ii. All wiring must be buried to a depth of at least 6 inches and should be away from areas where edging tools or lawn mowing might cause damage. The Irrigation Committee must be notified when digging to avoid damaging water lines and sprinkler heads.
- iii. The wiring should be away from all sprinkler system components.
- iv. All components must be placed in a manner that does not interfere with sprinkler head operation.
- v. All wiring should be routed so that it is not visible.
- vi. Timers should be used to turn the system on and off.
- vii. Components should, whenever possible, be placed behind shrubs so that they are not visible from the street or from other units.
- viii. Components should be installed so that lights are directed only onto the stair or walkway surface. In no case are these systems to be used to highlight trees, shrubs, or building components.
- ix. The unit owner is responsible for the safe installation, operation, and repair of components.
- x. The Association will not be responsible for any damage caused to these systems during lawn care or snow removal operations.

#### **b. Retractable Awnings**

Retractable awnings may, with prior Board permission, be used for protection from the sun as long as the following requirements are met:

- i. Awnings must be Durasol Sunshelter or equal.
- ii. Awnings must be Forest Green (dark green) in color and have a straight or scalloped edge (no fringes).
- iii. Awnings may be power operated or manual control and must be fully retractable.

Old Field Association  
Rules & Regulations  
October 6, 2022

- iv. The maximum projection from the building must not extend beyond the limited common area of the unit over patios or beyond 3 feet over common area.
- v. The unit owner is responsible for maintaining the awnings in good condition. Any fabric that is sun bleached, worn, or torn must be repaired or replaced.
- vi. No awnings can be installed on the front surface of any unit.

**c. Storm Doors**

Storm doors may be used, with prior Board permission, to enhance the heating/cooling efficiency of units when they meet the following requirements:

- i. Cole Sewell 2600 series or equal.
- ii. Forest Green in color.
- iii. Full clear glass coverage with no partitions or dividers.
- iv. The installation, repair, and upkeep of the doors are the unit owner's responsibility.
- v. Doors that are damaged or discolored must be repaired, replaced, or removed.

**d. Privacy Fencing**

The Southbury Zoning Commission approved the limited use of privacy fencing. The Board prefers that plantings be used to enhance privacy.

**E. General Facility Rules**

**1. Limited to Occupants and Guests**

Use of the recreational facilities is limited to residents and their guests. Exclusive use of these facilities by individual unit owners is not permitted. All facilities are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claim by virtue of such use.

**2. Boisterous Behavior Prohibited**

Boisterous, rough, or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

### 3. Smoking Prohibition

Smoking is prohibited at all recreation facilities.

### 4. Ejection for Violations

Unit owners, occupants, guests, and tenants may be immediately ejected from a recreational facility by a Board Member or the Management Company in the event of violation of the rules and suspended from its use pending Notice of Hearing concerning such violation. The Board will issue a letter to the violator (and unit owner if violator is a nonresident guest or family member) specifying a date, time, and place for a hearing to determine future use of the recreational facility by that violator.

### 5. Proper Use

Recreational facilities will be used for the purpose for which they were designed and may not be abused, overcrowded, vandalized, or operated in such a manner as to prevent or interfere with the use by others.

## F. Pool, Tennis Court & Clubhouse Rules

Recreation areas will be locked while not in use with the exception of the tennis court. Two (2) keys will be issued to each unit owner/resident that allow access to the clubhouse (larger brass key) and pool (smaller silver key). If these keys are lost or stolen, the unit owner will be assessed a fifty-dollar (\$50.00) charge for a replacement key. **In the case of a sale of a unit, the seller must return the keys to the Association or the \$50.00 fee will be assessed at closing.**

### 1. Swimming Pool

Use of the pool is at the resident's or guest's own risk. There is **NO LIFEGUARD ON DUTY!** All posted limits required by the State of Connecticut and the Town of Southbury should be observed.

- a. Use of pool is restricted to residents and their guests only. Exclusive use of the pool by individual unit owners is not permitted. Owners who have leased their units are deemed to have ceded their rights to their tenants. The Association assumes no responsibility for any accident or injury in connection with the use of the pool or for any damage or theft of personal property.
- b. All guests must be accompanied by a resident who is eighteen (18) years or older. No more than eight (8) guests per day are allowed per unit. Residents shall be liable for the behavior of their guests. Residents **MUST** sign themselves and their guest(s) in and out in the Pool Register inside the Clubhouse.

Old Field Association  
Rules & Regulations  
October 6, 2022

- c. The Clubhouse must be open whenever the pool is in use for access to the bathrooms, emergency phone, and first aid kit.
- d. All swimmers must shower with soap and water before entering the pool.
- e. All persons who are incontinent must wear waterproof pants in the pool.
- f. Any person having a communicable disease shall not use the pool, nor any person with skin, eye, ear, or nasal infections.
- g. No persons under the influence of alcohol or drugs may use the pool.
- h. Spitting or blowing of the nose in the pool is prohibited.
- i. A pathway shall remain clear around the pool at all times.
- j. In-pool equipment is limited to water wings or waist tubes. Snorkel use is prohibited.  
**Appropriate swimwear must be worn in the pool.**
- k. Running, jumping, diving, horseplay, or throwing objects of any kind in the pool area is prohibited.
- l. Sound levels of radios and/or boom boxes shall be controlled so as not to disturb others.
- m. No pets are allowed in the pool area or the clubhouse.
- n. Non-alcoholic beverages in non-breakable containers are permitted within the fenced pool area. Food and alcoholic beverages are not permitted.

## 2. Tennis / Pickleball Court

- a. The tennis/pickleball court is for the use and enjoyment of Old Field residents and their guest only. Exclusive use of the tennis/pickleball court by individual unit owners is not permitted. The Association assumes no responsibility for any accident or injury in connection with such use or for any damage or theft of personal property.
- b. Play is on a first-come, first-serve basis with no advance reservations.
- c. Court use shall be limited to one (1) hour for singles and two (2) hours for doubles, if there are others waiting. Otherwise, unlimited play is permitted.
- d. Tennis shoes must be worn at all times on the court.
- e. A player without a partner may not use the court for practicing if two (2) or more people are waiting.

Old Field Association  
Rules & Regulations  
October 6, 2022

- f. No roller-skating, biking, or skateboarding is permitted on the court at any time.
- g. Non-alcoholic beverages in non-breakable containers are permitted within the fenced tennis court area. Food and alcoholic beverages are not permitted.
- h. No pets are permitted in any area of the tennis court.

### **3. Clubhouse**

- a. The Clubhouse is for the use of Old Field residents and their guests only. Exclusive use of the Clubhouse by individual owners is not permitted.
- b. Non-alcoholic beverages in non-breakable containers are permitted within the Clubhouse. Food and alcoholic beverages are not permitted except for authorized community functions.

## **G. Legal Responsibilities and Duties**

### **1. Occupancy Restrictions**

Each unit is restricted to use for residential purposes by the owner(s), their lessees, their immediate families, guests, and invitees. Each unit shall be occupied as a residence and for no other purpose except as provided for in the zoning regulations of the Town of Southbury under the terms and conditions stated therein.

### **2. Use of Condominium Units**

No industry, business, trade, occupation, or profession of any kind (commercial, religious, educational, or otherwise), except for home professions without employees or regular visits from the public, shall be conducted on the property. No sign or advertising is permitted.

### **3. Unit Owner Responsibility**

Unit owners shall be held responsible for the actions of occupants, tenants, guests, pets, agents, invitees, and licensees. Any Association costs incurred for damages shall be borne by the unit owner.

#### 4. Unit Owners Indemnification

Unit owners shall hold the Association and other unit owners harmless for the actions of their occupants, tenants, guests, pets, agents, invitees, and licensees.

#### 5. Compliance with the Law

No unlawful use may be made of the property. Residents 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 Southbury. The violating unit owner and tenant shall hold the Association and other unit owners harmless from all fines, penalties, costs, and prosecution for the violation thereof or noncompliance therewith.

#### 6. Annoyance or Nuisance

No activity shall be carried on in any unit or the Common Areas, nor shall anything be done willfully or negligently, which may be an annoyance or nuisance to the other unit owners or occupants. **No occupant shall make or permit any disturbing noises by himself, his 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 residents**, including using the Privacy Yards at units 455 & 457 North Main Street as access/path to the pool. No resident shall play, or allow to be played, any musical instrument, television, or other device at such high volume or in such other manner that it shall cause unreasonable disturbance to another resident.

#### 7. New Owners

All new owners must fill out a unit owner registration form and send it to the Management Company within 30 days. The recreational facilities key must be obtained from the Association.

#### 8. Insurance Compliance

Unit owners and residents must comply with the regulations contained in any insurance policy issued for the benefit of the Association. A copy of Old Field's Policy is available from the management company.

#### 9. Insurance

Nothing shall be done or kept in any unit or in the Common Areas that will increase the rate of insurance of any of the buildings or the contents thereof applicable for residential use, without the prior written consent of the Board. No unit owner may permit any thing to be done or kept in his/her unit or in the Common Areas that will result in the

Old Field Association  
Rules & Regulations  
October 6, 2022

cancellation, or increase in premium, of insurance on any of the buildings, of contents thereof, or that would be in violation of the law.

## **10. Fire Insurance**

Unit owners shall comply with the rules and regulations of the Connecticut State Fire Marshall, local fire officials, and with the regulations contained in any fire insurance policy carried by the Association.

## **11. Damage Notification**

The following incidents affecting the property must be promptly reported to the Management Company by any person having knowledge of the following:

- a.** Damage by fire.
- b.** Damage by water.
- c.** Damage by auto.
- d.** Damage by a unit owner contractor.
- e.** Incidents or accidents resulting in injury to any person.
- f.** Willful damage.

## **12. Tag Sales**

Advertised sales of items (moving, garage, yard, tag, and estate sales) are not permitted.

## **13. For Sale/For Rent Signs**

Signs ("For Sale," "For Lease"), advertisements, or any other types of notices, including on motor vehicles, cannot be placed or displayed on Old Field property.

## **14. Other Signs & Displays**

Decals placed on the interior of windows that face outside (e.g., alarm company decals) are permitted. Banners, signs, lawn ornaments, and radio and television antennas are not permitted.

Signs regarding candidates for public office, association office, or ballot questions are allowed only if they comply with the following regulations:

- a.** Signs may be no later than 18X24 inches.
- b.** No more than two signs may be displayed.

Old Field Association  
Rules & Regulations  
October 6, 2022

- c. Signs may not be attached to the building in any way or placed in the Common Areas or where they may interfere with access to the unit, or with irrigation, mowing, or snow removal.
- d. Signs may be displayed for two weeks only prior to any election, and they must be removed the day following the election.

## 15. Holiday Decorations

- a. Holiday decorations are permitted. Decorations may not present a fire hazard nor may they be attached in any way to the buildings or common elements. Exterior lights must be UL approved for outdoor use. Any biodegradable decorations such as pumpkins must be disposed of before decomposing takes place.
- b. Halloween decorations will not be permitted any earlier than the 16th of October and must be taken down the first week of November.
- c. Christmas or Hanukkah decorations will be permitted no sooner than the 15th of December and must be removed by January 15th.
- d. Reasonable time frames will apply for other holiday decorations as well.

## H. Leasing of Units

The following Rules apply to the leasing of units. Any lease of a unit in violation of these Rules shall be deemed null and void at the discretion of the Board. If the Board so elects, upon thirty (30) days notice to the unit owner, eviction proceedings may be instituted in the name of the unit owner, who shall reimburse the Association for any and all expenses incurred, including reasonable attorney's fees.

### 1. Term of Lease

Rental of units must be for a period of not less than twelve (12) months. Any extensions must be requested, in writing, to the Board. At no time shall a unit be occupied by a tenant unless under a lease which conforms to the requirements of these provisions. A completed copy of the lease shall be registered with the Management Company prior to occupancy. The unit owner is responsible for providing the Management Company with proper registration information, but not limited to, names, phone numbers, vehicles, and pets.

### 2. Additional Lease Requirements

Additional requirements regarding lease are described below.

- a. The unit owner must furnish the tenant with a copy of the Rules.
- b. The lease must include a stipulation that the tenant has read and will comply with the Rules of the Association, which are in effect during the term of the lease. Additionally, if the tenant is found in violation of these Rules, he/she may be subject to eviction as per State statute.



### **3. Unit Owner (Lessor) Responsibilities**

- a. The unit owner is responsible for any damage to the Common Areas caused by the use of the tenant or from move in/move out activities.
- b. The Board strongly recommends that the unit owner maintains appropriate insurance on the unit.
- c. The unit owner cedes all rights to Association amenities in favor of their tenant by leasing.

### **4. Assignment of Leases**

Leases may not be assigned and no unit may be subleased.

### **5. Corporate Leases**

Corporate leases are prohibited.

## **I. Closing**

In order to maintain the highest quality of living, the Board has adopted these Rules for the benefit of the Old Field community. To avoid any inconvenience or fees, the Board asks that every resident complies with these Rules. Your compliance with these Rules will make living at Old Field comfortable and enjoyable for you and your neighbors.