

#### **Deck Extension & Replacement:**

The Association has established a written "Deck Extension & Replacement Standard". A Unit Owner may extend a deck at their expense but plans must be approved by the Board.

Every year decks and balconies are inspected for repairs and replacements.

#### **Displays:**

No sign, advertising, awning, canopy, plastic window covering, laundry, carpeting, shutter or antenna may be attached, hung or displayed in or on Common Areas or any type window treatment be used which is highly conspicuous from the outside. No for sale signs.

The hanging of seasonal decorations, ornaments and religious symbols are subject to the review of the Board. If deemed objectionable, they must be removed immediately. All such items may be shown or hung for a maximum period of one month.

The lawful display of the United States flag is permitted.

Name plates of reasonable size may be affixed on doors. Street numbers are posted on the buildings by the Association.

#### **Firewood:**

Firewood may be stored under the deck beginning September 1<sup>st</sup> and must be removed by April 30<sup>th</sup>. No other materials/items may be stored under a deck. Do not store firewood in a basement or garage because of insect infestation.

#### **Garages:**

Garages are restricted to use for parking and miscellaneous storage purposes. Unit Owners with a garage should use it for parking. Areas directly in front of garage doors can be used by the Unit Owner for parking except when it interferes with roadway traffic.

Repair of normal wear and tear of the garage doors is the responsibility of the Association. However, maintenance and care of the interior elements such as tension springs are the Unit Owners.

#### **Motor Vehicles:**

All motor vehicle laws of the State of Connecticut apply to Residents.

Motor vehicles must have current registration, inspection and identification. Vehicles without a legal State motor vehicle registration (license plate) from any State are subject to towing. A sixty day grace period may be granted in special cases for unregistered vehicles, but approval must be received from the Managing Agent.

#### **Parking/Towing/Repairs/Storage:**

Parking is permitted in the road way areas that are marked on the pavement for parking. All parking must be confined to clearly outlined parking spaces. Vehicles must be parked facing in the direction of the flow of the traffic.

Every Unit Owner has been assigned one (1) numbered parking space that will be reserved for that unit's exclusive use.

If someone parks in an assigned parking space, the Unit Owner should record the license plate number and description of the vehicle as well as time and date the vehicle is parked illegally and place a note on the vehicle indicating that it is illegally parked in an assigned parking space. This matter should be reported to the Managing Agent.

No parking is permitted in any area designated "no parking," by fire hydrants or in fire lanes, dumpsters, stairways and entrances to buildings, in a handicapped location, next to curbs that are painted yellow, pedestrian crossing areas, sidewalks or on any grass area.

Parking in front of one's own garage is a privilege granted by the Board which can be revoked. Parking in front of a garage which limits access

to a neighbors garage or which blocks or interferes with the emptying of a dumpster is prohibited.

No camper, boat, trailer, recreational vehicle, snowmobile, off road vehicle including trail bike, commercial vehicle or boat is permitted to be parked or stored anywhere on common areas at any time.

Vehicles with commercial license plates and/or with business names, logos, advertisements or signs displayed are prohibited at all times.

Motor vehicles illegally parked will be towed at owners expense without notice.

No repairs to motor vehicles (other than minor maintenance) are permitted. Minor maintenance such as fixing a flat tire, battery charging, washing and waxing a vehicle and oil changes must be completed within twenty-four hours.

When changing oil, extreme care must be used so that no oil spills on the asphalt - oil will damage asphalt. The disposal of oil in the dumpsters or elsewhere on the property is strictly prohibited.

Motor vehicles left unmoved for more than seven days will be considered stored. Any stored vehicle must be registered with the Managing Agent. Motor vehicle owners who, due to illness, physical disability, vacation or business reason, are unable to move their vehicle, may store a vehicle in an area that is mutually agreed upon with the Managing Agent for up to sixty days.

The Managing Agent will notify the vehicle owner of a storage violation giving the vehicle owner two business days to move the vehicle. If not moved, the owner will receive a violation.

#### **Pets:**

A dog, cat or other household pet may be kept. All dogs must be registered with OPHOA and licensed with the Town of Bethel.

Dogs must be walked on a leash and are not allowed to run loose. The length of the leash may not exceed 16 feet. Pet walking areas are provided.

No pet shall be left outside of their unit unattended including on the balcony, deck, in the garage or rear yard. Dogs may not be tethered or chained anywhere outside. No pet houses are permitted.

Pet litter is offensive to Residents and damaging to grass and other plant life. Pet litter is to be removed immediately by the pet owner and disposed of properly. Use a small shovel, pooper scooper or plastic bag to gather pet litter and dispose in a dumpster.

Dogs are not to be allowed to defecate (or urinate) on or under a deck (or balcony) under any circumstance. This action causes an unsanitary environment and could create a serious health problem.

OPHOA has a formal "Pet Violation Notification Procedure". Contact the Managing Agent for a copy. Pets creating a nuisance or disturbance may be permanently removed from the property. The Bethel Animal Control Officer (794-8530) will investigate complaints about pets.

#### **Pool:**

The Association has an agreement with TNPCHA to use the pool and share in the cost and repair of the pool. Each year TNPCHA issues pool passes and rules.

#### **Recreational Facilities:**

There is a playground area by Chipmunk Terrace for young children, a basketball court and an open area behind the Community Building for limited ball playing. There is a large ball field at the end of Ball Field Road (the street by the Community Building).

There shall be no ball playing such as baseball, football or soccer in the Common Areas such as lawns, directly behind buildings, parking lots, garage areas and roadways.



The basketball court is for Resident use only. Playing hours are 9:00 a.m. to Dusk. Time limit is 30 minutes at a time per person or group.

**Right to Access/Entrance:**

The Association has the right to enter any unit (a request will be made in advance except in emergency situations) for the purpose of making repairs, replacement or improvements, to remedy conditions which would result in damage to other portions of the building or if there has been a violation or breach of any rule or regulation.

**Speed Limit:**

The posted speed limit is: **15 mph**. Permanent speed bumps are strategically placed on the roadways to curtail speeding. Please watch out for children and pet walkers who may be in the roadways.

**Tag Sale:**

Each spring there is a Plumtree Heights tag sale at the Community Building. Neighbors are encouraged to plan and organize joint tag sales at units or in front of garages.

Please do not put up tag sale signs. Make sure that visitors do not park in assigned parking spaces or block traffic so as to minimize the disruption of traffic and parking.

**Temporary Generator Guidelines:**

The Association has temporary generator guidelines that have been necessitate by occasional power outages.

## **Unit Owner Maintenance, Repair and Replacements Standards**

The Association will hold a Unit Owner responsible for common expenses incurred by the Association in excess of insurance proceeds if the expense is caused by a Unit Owner or tenant's failure to comply with the provisions of these standards. Before levying an assessment, the Association will provide the Unit Owner with notice and an opportunity to be heard.

**1. Appliance Inspections:**

Care and maintenance of all appliances are the Unit Owner's responsibility. All appliances including washing machines, dishwashers and hot water heaters must be inspected annually because they can cause severe water damage when a failure occurs.

**2. Chimney Inspections and Cleaning:**

Fireplace maintenance and replacement is the responsibility of the Unit Owner. Chimneys must be inspected annually if fireplaces are used. The Unit Owner must arrange and pay for inspections and any required cleaning, and must not use a fireplace that has not been inspected. Unit Owners will be reimbursed for the cost of a chimney inspection upon proof of the inspection and that the chimney has been cleaned, if needed. Forward the invoice to the Managing Agent.

The exterior repairs to the chimney, which include the surround, cover and cap, are the Association's responsibility.

**3. Dryer Vent Cleaning:**

Dryer vents must be cleaned annually by the Unit Owner to prevent lint from accumulating in the vent ductwork.

The Association is responsible for repair or replacement of any outside dryer vent cover. The Unit Owner must notify the Association when the outside vent cover needs repair or replacement.

#### **4. Hot Water Heater Replacement:**

All hot water heaters must be replaced within ten (10) years of the manufacture's date indicated by the serial number. A visual inspection of the outside (and even the inside) of a hot water heater may not reveal any defect or potential problem.

The best reliable predictor of the condition of a hot water heater is its age. Manufacturers of hot water heaters typically use the first two digits of their serial number to indicate the year of manufacture.

To determine compliance with this policy, each Unit Owner must provide the Association with the serial number, manufacturer's name, and model number as recorded on their hot water heater. Only a licensed and insured contractor can replace a hot water heater.

#### **5. Toilet Inspection and Repair:**

All toilet tanks and seals, shut-off water valves and connectors, interior flush valves, refill valves (ballcock) and flapper gaskets, must be inspected annually and replaced by the Unit Owner when not properly working. Care must be taken to ensure that toilets do not become blocked with items like diapers or personal hygiene items. Blockage of the toilet can result in the overflow of the toilet and significant damage to the areas below the toilet.

#### **6. Reporting Leaks:**

Upon identifying a leak or similar condition resulting in the escape of water, immediate action must be taken to stop the escaping water. There are shut-off valves for faucet, toilets, and hot water heaters. There is also a shut-off valve inside for the whole unit by the water meter. Immediately report any leak condition to the Association.

#### **7. Heating and Cooling System (HVAC) Maintenance:**

HVAC units must be inspected annually by a licensed technician. The Unit Owner is responsible for HVAC maintenance, repair and replacement.

Those having a HVAC should annually oil the indoor air circulation fan motor and outdoor coil fan motor. The air filter should be kept cleaned on a regular basis and replaced annually.

#### **8. Gas Grills:**

Gas grills are permitted on patio/decks but not in common areas. Charcoal and solid fuel grills are prohibited. A gas grill must be checked annually to ensure it is in safe working condition.

The Association's insurance company requires that gas grills be kept as far away from walls as possible. Preventive measures such as fire extinguishers, water etc. should be readily available.

Storage of propane tanks is prohibited inside a unit, garage or on common areas.

#### **9. Mailboxes:**

The mailboxes are the property of the Federal Postal System but are maintained by the Association. The Association does not have keys for the mailboxes. Replacement keys and locks are the Unit Owner's responsibility.

#### **10. Smoke Detectors:**

All residents must maintain and inspect smoke detectors annually. Current building codes requires a smoke detector in each room.



#### **11. Washing Machine Hoses:**

Washing machine hoses and connections must be inspected annually. The hose should not be twisted or kinked, and all clamps and connections must be tight. Steel clad hoses must be used.

#### **12. Windows, Doors, Storm Windows, Screens and Slider Doors:**

Unit Owners are responsible for the cost of upkeep and/or replacement of the windows, storm windows, screens, and slider doors. These items must be replaced only with a Board approved color and manufacturer.

Repair to the wood frame due to damage caused by a storm door is the responsibility of the Unit Owner.

Any style storm door is permitted but it must be white.

Replacement windows may be installed with or without grids. Slider doors may not have grids.

#### **13. Garage Doors:**

Repair of normal wear and tear of garage doors is the responsibility of the Association. This includes the painting of the outside of the garage door.

The Unit Owner is responsible for the maintenance and care of the interior elements of the garage door such as tension springs. For safety reasons, a wire cable should be installed through the springs.

#### **14. Electrical Panel:**

Inside electrical panels and circuit breakers are the responsibility of the Unit Owner and must be inspected annually. Only a licensed electrician may replace old, worn, or damaged breakers or wiring.

#### **15. Stove Hood Cleaning:**

Stove hoods must be cleaned annually by the Unit Owner. Grease build-up in the hood could cause a fire.

#### **16. Unit Heating in Winter:**

During the winter months the temperature inside a unit must be maintained at 55 degrees or higher to prevent water pipes from freezing.

#### **17. Water Proofing Basements:**

Water proofing of a basement is the unit owners responsibility. Any Unit Owner who would like to seal their basement will be reimbursed by the Association for the materials used. Sump pump installation and maintenance are the responsibility of the unit owner.

#### **18. Reporting Association Required Maintenance:**

The Unit Owner is responsible for reporting maintenance problems to the Managing Agent in a timely fashion and, if required, must provide reasonable access to a unit for inspection and/or repairs as needed.

#### **19. General Requirements:**

a. All required maintenance, repairs or replacements must be done by a licensed and insured contractor. The contractor must obtain permits for work where required.

b. The Unit Owner must retain copies of any documentation evidencing compliance with any required standard contained herein in the event that documents of compliance are requested by the Association.

## Unit Owner Responsibilities

### Ants & Insects:

The control of common household insects such as ants, roaches, clover mites, crickets, firebrats, silverfish, spiders and exterior insects such as bees, wasps or hornets are the responsibility of the Unit Owner or Resident.

### Fire Extinguishers:

All Residents should have a small UL listed or FM approved fire extinguisher having a rating of 10 BC or larger mounted in a reasonably conspicuous and accessible area of their unit.

### Kerosene & Quartz Heaters:

Fire code forbids the use of a kerosene heater in a condominium unit. Quartz heaters and electrical space heaters are legal but caution must be exercised with their use. Do not use an extension cord and avoid overloading any circuit.

### Utility Services:

Each Unit Owner pays for the usage of their own electricity, telephone service, water/sewer, and cable television.

Some Unit Owners have installed their own outside water spigots for their personal convenience. The maintenance of spigots are the responsibility of the Unit Owner.

Repair and replacement of outside light fixtures on a unit are the Unit Owners responsibility. Fixtures may be replaced with like kind.

## Lease Policy

The following are key provisions in the Declaration and By-Laws of Original Plumtree Heights Owners Association, Inc. that govern the use and occupancy of the property as well as Rules and Regulations approved by the Board of Directors regarding leasing of Units.

1. Lease Notification: The Unit Owner must give the Association lease information in writing about their tenant within ten (10) days of the lease start date. This can be accomplished by completing an OPHOA Lease Notification Form, or by letter which contains the same information as the form.
2. Period of Lease: No Unit may be leased for a period of time less than six (6) months.
3. Unit Subdivision: Units may not be divided or subdivided into a smaller dwelling units. Only an entire Unit may be leased, no portion or fraction of a Unit (other than the entire Unit) may be leased.
4. Leasing Form: No Unit Owner shall lease a Unit other than on a written form of lease. The lease must state that the lessee agrees to abide by all the terms and conditions, covenants, and rules and regulations of the Association.
5. Number of Occupants: No more than two persons per bedroom are permitted.
6. Tenant Screening: Unit Owners should carefully screen their Tenants. A good rental application form should include personal information, residence history, employment information and banking and credit references. A credit check should be performed.



7. Tenant Notification: Unit Owners must provide their Tenants a copy of this Lease Policy and a copy of the "Welcome to Plumtree Heights" booklet, which will familiarize the Tenant with the OPHOA Rules & Regulations.
8. Tenant Insurance: Tenants should be required to procure their own personal insurance to protect their personal items as well as providing for personal liability protection.
9. Moving Day: (i) All tractor trailer trucks must get prior approval from the Managing Agent before entering the property. The purpose of this policy is to make sure large vehicles are operated safely and are not improperly parked on Association roadways, sidewalks or grass areas. (ii) All cardboard boxes must be crushed, bundled and tied and placed in specified recycling dumpster. (iii) It is the Tenant or Unit Owner's responsibility to arrange for removal and disposal of carpets, furniture and retired appliances.
10. Summary Process: The Association has the right and power to exercise the landlord's rights of summary process against any tenant of a Unit Owner who violates the restrictions and the Instruments, provided the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the Hearing.
11. Miscellaneous: (i) The Association is not a leasing agent, does not show Units to prospective renters, collect tenant lease payments or inspect individual Units other than for Association purposes. (ii) Unit Owners remain responsible for payment of common fees, assessments and repair to the Unit. (iii) Unit Owners are responsible for violations and fines involving their Unit or Tenants. (iv) No Unit shall be rented for transient or hotel purposes.

## USEFUL TELEPHONE NUMBERS

If you are not sure about  
Contact Mellin & Associates  
Or call: 203-938-3172 during normal business hours

For normal plumbing and electrical work

**Police/Fire/Medical Emergencies** - 911

**Managing Agent - Emergencies** - 203-938-3172

**No Electricity** - Eversource: 203-938-3172

**No Water** - Water Department: 203-938-3172

**Heating & AC** - Krueger Plumbing: 203-938-3172

**Electrical Repairs** - S & S Electric: 203-938-3172

**Bulk Refuse Pick-Up** - Lopresti: 203-938-3172

Vendor telephone numbers for your  
convenience and are not an endorsement

**Please save  
in a convenient  
for future reference**