

Responsibilities

Plumtree Heights is a "common interest" community. All Unit Owners, tenants, mortgagees and occupants of units shall comply with the Declaration, By-Laws and all Rules and Regulations adopted by the Board of Directors.

There are rules and general prohibitions contained in the Declaration and By-Laws of the Association that restrict the use, alienation or occupancy of units, Common Areas and Limited Common Areas. They must be adhered to in order to maintain the uniform and attractive appearance of the condominium design as created.

Each Unit Owner owns his/her individual unit as well as an interest in all the Common Areas and Limited Common Areas. All Unit Owners are members of the Association and share the concerns and responsibilities with all other Unit Owners.

Unit Owners:

The use of a unit is limited to occupancy by single families. No industry, trade or commercial activity shall be permitted.

No Unit Owner will do anything or keep anything in his/her unit which will result in the cancellation or increase the rate of the Association's insurance. Unit Owners must follow all laws, zoning ordinances and regulations of Town, State and Federal jurisdictions.

A Unit Owner is responsible for the maintenance, repair and replacement of elements contained within their unit (see the standards in the last section of this booklet), their own private property, all the space lying within the unit such as walls, plumbing and plumbing fixtures (sinks and toilets), electrical wiring, receptacles and switches, lighting fixtures, windows, screens and doors as well as all services for their individual unit such as heating and air conditioning, and appliances.

Common Areas:

Common Area is any property owned by all the individual Unit Owners in an undivided interest, including the grounds, parking areas, roadways and recreational facilities.

The Association has responsibility to repair and maintain all buildings, streets, exterior walkways, and grounds. Any matters related to these areas are handled by the Board of Directors and the Managing Agent.

Any action by a Unit Owner or Resident that affects the external appearance or jeopardizes the soundness, safety, or value of the Association's property must have the prior written approval of the Board. Without approval, any restoration that may then be required will be at the expense of the Unit Owner.

No one shall obstruct or store anything in the Common Areas. These areas should be kept free and clear of rubbish, debris and other unsightly materials and items.

The Common Areas are to be used only for the purposes for which they were designed. No roadways, parking or landscape areas are to be used for recreational purposes.

The Board contracts with numerous vendors for services such as lawn maintenance and care, snow plowing, refuse removal, painting and wood repairs, cleaning and maintenance, etc. in order to make Plumtree Heights a special place to live.

Your cooperation in helping keep the entire property in good condition is anticipated, expected and appreciated.

Limited Common Areas:

Limited Common Area is property that has been Limited by the Declaration for the exclusive use of an individual unit, including decks, garages, stoops and steps, and chimneys.

Operation of the Condominium

Board of Directors:

The Board of Directors is the governing body for Plumtree Heights and is comprised of nine Unit Owners who volunteer their services. They are elected to direct and control the operation of the Association.

The Board has the responsibility to interpret, enforce and change the rules as needed. Violations of the rules and regulations can result in warnings, fines and/or legal action.

The Board appreciates your cooperation in helping to make Plumtree Heights a special place to live. If you have any questions regarding any of the information in this booklet or the rules and regulations, please do not hesitate to contact the Managing Agent.

Board Meetings:

The Board meets the third Wednesday of each month starting at 7:30 p.m. at the Community Building. There are no meetings in July or December. There is a bulletin board at the Community Building which is used to post notices for all Plumtree Heights Residents.

Unit Owners may request to attend a Board meeting and are welcome to remain and observe the business session. Contact the Managing Agent to request attendance at a Board meeting.

An annual business meeting, open to all Unit Owners, is held each year in June. Notification is provided in advance. Occasional special Board meetings are also held at the Bethel Municipal Center.

There is a bulletin board to the right of the mailboxes at the community building for posting of notices. Notices are also sent by email to those who provide a current email address.

Management:

A professional Managing Agent is contracted by the Board to administer the operation of the Association. The Managing Agent is empowered to perform duties and provide services authorized by the Board. The Board may delegate to the Managing Agent such powers as may be necessary to carry out the function of the Board.

The Managing Agent's duties include payment of bills, the collection of Common Charges, preparation of the annual budget for Board approval, and the management of general repair and upkeep of the buildings and grounds. The Managing Agent receives all instructions from the Board and obtains their approval before awarding a contract.

The Managing Agent is: Mellin & Associates LLC. They can be reached between 9:00 am - 5:00 p.m. at:

(203) 938-3172

An answering machine is used by the Managing Agent after business hours. If you have an **Emergency Situation**, call: 203-733-5128. Leave a message with the Managing Agent regarding the details of any emergency situation.

Association Requests:

The Managing Agent's responsibilities include responding to written requests for general repair and maintenance of the buildings and grounds, the Common and Limited Common areas. Major and minor problems should be reported directly to the Managing Agent.

All matters of concern to a Unit Owner (including repair requests) should be directed in writing to the Association at:

**Original Plumtree Heights Owners Association, Inc.
1 Nature View Trail
Bethel, CT 06801**

Common Charges:

Common Charges are paid by the Unit Owner and are the funding with which the condominium operates. Common Charges are due on the first of each month. Common Charges received after the fifteenth (15th) of the month will result in a late charge of fifty (\$50.00) dollars.

No monthly statement is sent unless there is an outstanding balance. All checks must be made out to the Association.

The amount of Common Charge (or Assessment) for each Unit Owner is determined by the "type" of unit: A-Large three bedroom; B-Small three bedroom; C-Two bedroom. Garage units are charged separately.

Common Charge Default:

State law dictates that Common Charges may not be legally withheld for any reason. Uncollected Common Charges affect every Unit Owner. In the event a Unit Owner is in default of payment of Common Charges, the Association has the right and duty to initiate proceedings to recover Common Charges.

The Unit Owner shall be obligated to pay any expenses, including attorney fees incurred by the Association, in any proceeding brought to collect any unpaid Common Charges. Continued delinquency subjects the Unit Owner to a lien or to legal action including foreclosure.

After sixty days, the Association will have its attorney send a written demand for payment. After ninety days, the Association has adopted a standard policy to begin a foreclosure.

Fines:

The Board has the power to levy warnings and fines against Unit Owners for violation of rules and regulations. The minimum fine is twenty-five (\$25.00) dollars per occurrence. Each day a violation continues after notice shall be considered a separate violation.

Report any violation in writing to the Managing Agent providing the names of those involved, location, time and date and description of the violation.

Any warning or fine may be appealed by the following procedure:

- (a) The Unit Owner can request in writing within ten working days of the warning or fine to appear before the Board.
- (b) The Board will arrange a mutually convenient hearing date with notification to the Unit Owner by U.S. Mail.
- (c) The Unit Owner or their representative must be prepared to present their response in person for review on the hearing date.
- (d) Collection of any fine due is suspended until the hearing date, at which a quorum of the Board must be present. The Board will decide by a simple majority the disposition of the hearing.

Insurance:

The Association has a master insurance Policy # 8106D12808 from Greater New York Insurance Company. The anniversary date of the coverage is May 22nd.

The policy provides for public liability and for loss and damage to buildings and to the grounds and recreation facilities. The policy excludes a number of endorsements. The policy does not cover betterment & improvements to basements. For more information, see the two page Insurance Coverage document.

Any damage caused by fire or accident, or slip and fall incident, must be reported in writing to the Managing Agent within five (5) business days of the occurrence.

The Association has a \$5,000 deductible. You should check with your personal insurance carrier to make sure that the deductible is covered under your HO6 Owners Policy.

Unit Owners must have additional coverage for personal property and liability and loss assessment coverage of at least the amount of the deductible on the Association's insurance policy. Such coverage can be purchased through your own insurance agent. Evidence of such insurance shall be provided to the Association by Unit Owners upon request of the Association.

Insurance deductibles attributable to damage or loss to any Unit or the Common Elements shall be assessed against the Unit or Units in which the damage or loss originated, as determined by the Executive Board, as a Common Expense attributable to fewer than all the Units, following Notice and Hearing.

The Association's Insurance Agency is:

Johnson-Stevens-Curran Agency, Inc.
30 Main Street, Suite 302
Danbury, CT 06810
203-743-2844

Mortgage Information:

Mortgage companies ask Unit Owners for proof of the Association's insurance.

A "**Certificate of Insurance**" can be obtained from the Association's Insurance Agent.

The Association maintains a book titled "Mortgage of Units" listing all mortgages. A Unit Owner who mortgages his/her unit is required to notify the Association of the name and address of the mortgagee.

Landscaping:

The Association hires a professional landscape firm (Ellis & Sons) to provide summer lawn maintenance. In the Spring, (after April 1st), all loose debris, sand, leaves and branches are cleaned up.

Lawn mowing begins no later than April 15th and ends approximately November 30th. Lawn mowing includes cutting grass, pick-up/clean-up/removal of clippings. All sidewalks, steps, stairs and parking areas are blown clean.

The Contractor is required to remove items left by Residents on common elements including under decks. All areas under decks are kept clear of weeds and debris.

A separate lawn care company provides chemical treatment of the lawns and shrubs (fertilization and weed control) as well as an insect & disease management program.

The aesthetic appearance of the entire property depends greatly on the care and attention given by all Residents to the grounds in the immediate vicinity of their unit. You are encouraged to water the shrubbery and grass around your unit.

Individual participation in gardening is encouraged. No major landscaping projects or changes are to be initiated without approval. All landscaping improvements by a Resident become part of the Common Area. However, the maintenance of approved flower beds installed by a Resident will remain the Resident's responsibility.

Pots with plants are allowed on decks and balconies. However, no fruit, vegetable or edible plants are allowed on Common Areas. Pots placed on balcony or deck railings must be securely fastened. Any plants that are neglected, unsightly or attracting pests will be removed by the Association.

Pest Control:

The Association is not responsible for extermination of mice or other rodents within a unit or birds entering units or common areas.

Refuse:

Refuse is collected at two locations by Lopresti & Sons on Monday and Friday. This service is for Residents only. Do not place refuse in other Association's dumpsters.

On holidays, all refuse pick up is the next day including Saturdays.

All refuse is to be put in plastic bags, tied and placed inside the dumpster and the lid closed. Please do not overfill or leave trash outside the dumpster. The dumpsters are emptied by truck hoist and the drivers will not handle any loose refuse.

If your child takes out the trash, make sure the child understands all the rules and places the trash in the dumpster. Parking is prohibited near dumpsters.

Twice annually, in May and October, an oversized dumpster is brought on site for the disposal of refuse other than normal household refuse. Advance notice of its availability is provided.

Special arrangement may be made directly with Lopresti for handling of large bulk items.

Items other than ordinary household refuse (such as tires, furniture, construction material, carpet, appliances, water heaters, motor oil & fluids, gas) are not to be placed in or by any dumpster.

Recycling:

All residents in Connecticut are required to dispose of recyclable items separately.

There is "single stream recycling" so all recyclable items can be put in the separate recycling dumpsters. Newspaper and cardboard must be tied or bundled before placing in the dumpster. Please do not put cardboard boxes in regular refuse dumpsters.

Sale of Your Unit:

Upon written request to the Association, the Managing Agent will provide the Association's documentation as part of a Resale Certificate package within ten working days. There is a fee for this service payable to the Managing Agent.

Satellite Dishes/Antennas:

The Association has a formal written policy regarding restrictions and regulations for the installation of antennas and satellite dishes. Contact the Managing Agent for a copy before installing a dish.

Snow Service:

Ellis & Sons provide winter service to all of Plumtree Heights so that Residents on weekdays can be free to travel to work by 7:00 am. During continual heavy falling snow an effort will be made to allow Residents leave by the time municipal streets are ready for travel.

Roads: Snow accumulation on roads of less than half an inch shall be sanded to provide traction to minimize skidding. For more than a half inch, roads shall be continuously plowed with subsequent sanding.

Walkways: A "first effort" to clear walkways starts by 5:00 am for four inches or more of snow and a "second effort" within each twenty-four hour time period. Otherwise, walkways will be cleared at the end of a storm. All work should be completed within four hours. Sand/salt buckets are located at each building for use by residents.

Parking Lots: Clearing of parking areas starts at 9:00 am the day following the end of a snowstorm. They start at Bldg. 1. If residents move their vehicles, the clearing progresses quickly. Vehicles should be moved to an area that already has been cleared.

The Ellis's often make an effort to clear parking areas immediately after a snow storm but the formal clearing procedure begins 9:00 am the day following a snow storm.

Your cooperation in arranging to move vehicles is essential for clearing parking areas. If you cannot move your vehicle, please contact a neighbor to make arrangements to have your vehicle moved.

Vehicles need to be moved to an area that has been cleared or by the Community Building. The Ellis's will make every effort to work with Residents to make sure that parking areas are plowed.

If an owner makes no effort to move their vehicle at the end of a snowstorm or a vehicle isn't registered with OPHOA, the vehicle can be towed away at Owners Expense.

Soliciting/Trespassing:

Soliciting is prohibiting soliciting. Keep a watch for any unusual activities and call the Bethel Police if you think someone is trespassing..

Newsletter:

A newsletter is published periodically to provide information concerning Board activities, special announcements and items of interest and concern to all. It is sent to all Residents and Unit Owners.

RULES & REGULATIONS

Additions/Alterations/Improvements:

No Unit Owner or resident shall make any structural addition, alteration or improvement in or to a unit without the prior written consent thereto of the Board. Exterior changes can be corrected by the Association at the Unit Owners expense. Unit Owners must get appropriate building permits from Bethel for any alterations.

Alteration of the exterior of the unit or building without approval is prohibited including replacement of exterior doors (front or deck & balcony), window units, painting of the building's exterior, installation of any device, etc. Replacement of a unit's glass does not require Board approval provided that the glass conforms to the existing specifications and appearance.

Annoyances/Nuisances:

No noxious, offensive, obscene, 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 Residents.

No Resident shall make or permit any disturbing noises or permit anything to be done that interferes with the rights, comforts or convenience of other Residents. Noise deemed objectionable by the Board, such as automobile horn blowing, the loud playing of music at any time (especially before 7:00 a.m. and after 10:00 p.m. on weekdays and 12:00 p.m. weekends) is prohibited.

Home repairs are banned after 9:00 pm.

Disputes between neighbors are to be referred to the Bethel Police.

Parents are responsible for the actions of their children including vandalism and will be required to pay for any vandalism damage.

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 as well as bats are the responsibility of the Unit Owner.

Appearances - Common Areas:

No Unit Owner or Resident has a right to change the appearance of any portion of the outside of a building or grounds.

No personal items, including children's swimming pools, toys, child or adult bicycles and sports equipment may be left outside after dark. Any item found can be confiscated by the Board.

A fine can be levied and the item held until the fine is paid. Applicable storage fees and the ultimate disposal of the item is at the option of the Board if not claimed from the Managing Agent within thirty calendar days.

The Common Areas shall be kept clear of rubbish, debris and other unsightly material. Carpets of any type are prohibited on decks, balconies, steps or landings. No air conditioners are permitted in windows except with a doctor's letter and approval by the Board.

Appearances - Balconies:

Outdoor chairs with a small table and decoration plants are the only items that may be left on a second floor balcony overnight.

Appearances - Decks:

Decks are not to be used for storage. No toys of any kind can be left on decks overnight. Outdoor chairs and tables, sun umbrellas, barbecue grills and decorative plants are the only items that may be left on the deck overnight.

Tables, chairs, flower pots & all other summer items should be removed from the deck/balcony for the winter. Barbecue grills may be left all winter.

The deck and balcony must be kept neat with no drying or airing of towels or other articles of clothing visible over the railing.

Bicycles & Bicycle Riding:

Two wheel bicycle riding is restricted to the streets and parking areas. Riding is not permitted on the walkways and grass areas. Bicycles must be walked to a Resident's unit on the sidewalk.

A resident may leave two wheel bicycles on their deck from April 15 through November 15 at Resident's own risk. Resident's leaving tricycles, wheelies, scooters and/or skateboards on decks overnight will be fined.

If a bicycle is stolen/damaged or there is damage to a deck due to the bicycle, it is the responsibility of the Resident, not the Association. Residents might want to consider using a bicycle lock and cover.

Common Areas:

Common areas such as roofs, the stream by the bus stop shed, and cliffs are off limits. Hanging or climbing on trees and fences is prohibited. No one may go on the roof of any building or garage without the express consent of the Managing Agent.

It is the responsibility of the child's parents to keep children off garage roofs. If children climb onto the garage roofs, it maybe necessary to bring criminal charges against the parents.

If a Resident would like to use a Common Area behind their unit for a party, written approval is required from the Board.