EXHIBIT C

THE NEW PLUMTREE HEIGHTS II CONDOMINIUM ASSOCIATION, INC.

INITIAL RULES

(Note: Definitions of initially capitalized terms are as found in Article II of the Declaration.)

The following Rules apply to the Common Elements and the use of Units affecting Common Elements. Units and Common Elements are also subject to use, occupancy and alienation restrictions as contained in Sections 10.1, 10.2, 10.3 of the Declaration.

ARTICLE I

USE OF UNITS AFFECTING COMMON ELEMENTS

Section 1.1 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited; any damage resulting from such misuse will be the responsibility of the Unit Owner in whose Unit it will have been caused. Total electrical usage in any Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.2 - Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread or encouragement of fire or vermin.

Section 1.3 - Painting Exteriors. Owners will not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.4 - Cleanliness. Each Unit Owner will keep his Unit in a good state of preservation and cleanliness.

Section 1.5 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens installed to prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

ARTICLE II

USE OF COMMON ELEMENTS

Section 2.1 - Obstructions. There will be no obstruction of the Common Elements, nor will anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Trash. No garbage cans or trash barrels will be placed outside the Units except at pickup areas pursuant to Article V of this document. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Elements, except in designated trash storage containers, nor will any rugs or mops be shaken or hung from or on any window, door, balcony, patio or terrace.

<u>Section 2.3 - Storage</u>. Storage of materials in Common Elements or other areas designated by the Executive Board will be at the risk of the Person storing the materials.

Section 2.4 - Proper Use. Common Elements will be used only for the purposes for which they were designed. No Person will commit waste on the Common Elements or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the Common Elements which interferes with or limits the enjoyment of the Common Elements by all others.

Section 2.5 - Additions to, Appurtenances to, and Appearance of Buildings. No appurtenant alterations, additions or improvements may be made without prior consent of the Executive Board or such committee established by the Executive Board pursuant to the Declaration. Without such consent no clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, will be hung out of a building, exposed or placed on the outside walls or doors of a building or on trees, and no sign (except as permitted above), awning, canopy, shutter or antenna will be affixed to or placed upon the exterior walls, doors, roof, or any part thereof or exposed on or at any window. Draperies will be beige or white where seen from outside the Unit.

Section 2.6 - Stacks of Firewood. Firewood shall be neatly stacked at or on patios and decks, no closer than one foot from any wall of the building. Firewood on wooden decks shall be stacked on raised racks or timbers at least 4" from the floor to provide for air circulation under the stack. Rotten or insect infested firewood shall be removed upon discovery.

ARTICLE III

ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 - Noise, Annoyance or Nuisance. No Unit Owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, 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 Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument, or operate or suffer to be operated, a phonograph, television set or radio at such high volume or in such other manner that it will cause unreasonable disturbances to other Unit Owners or occupants. If such sound can be heard and understood by Persons of normal sensitivity within other Units with doors and windows closed, and air handling systems on, it will be considered too loud.

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Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Common Interest Community. Unit Owners will 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 Bethel and will save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, birds or reptiles of any kind will be raised, bred, or kept in the Common Interest Community or brought on the Common Elements, except for: no more than two pets, either domestic dogs or cats, usual domestic birds in cages and fish in tanks, or other household pets approved by the Executive board or the Manger as to compatibility with the community. Notwithstanding the above, no dog of a breed known for its ill-temper, such as those varieties of terrier known as "Pit Bull Terriers," will be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. Any droppings in the Common Elements will be picked up immediately and removed to dumpsters or other trash disposal containers. The owner will compensate any Person hurt or bitten by any dog, and will hold the Association harmless from any claim resulting from any action of his pet whatgoever. No pets shall be allowed to roam, with or without a leash, on the Common Elements for any reason whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

Section 3.4 - Indemnification for Actions of Others. Unit Owners will hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner will send any employee of the Manager out of the Property on any private business of the Unit Owner, nor will any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV

INSURANCE

<u>Section 4.1 - Rules of Insurance</u>. Unit Owners and occupants will comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.2 - Reports of Damage. Damage by fire or accident affecting the Common Interest Community, and Persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a member of the Common Interest Community by any Person having knowledge thereof.

ARTICLE V

RUBBISH REMOVAL

Trash container locations will be designated by the Manager. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited in containers within that location and the area is to be kept neat, clean and free of debris. There shall be no unbarreled bulky waste, Christmas trees, or other waste outside of containers. Long term storage of rubbish in the Units is forbidden. If the law requires separation of trash for recycling, directions for such, posted at the trash container area, will be followed.

ARTICLE VI

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MOTOR VEHICLES

<u>Section 6.1 - Compliance with Law</u>. All Persons will comply with Connecticut State Laws and Department of Motor Vehicle regulations on the roads, drives and Properties.

Section 6.2 Reserved Spaces. From time to time, the Executive Board may designate certain spaces as reserved spaces for undesignated Units, at one space per Unit, for all Units. The Unit number and the word "Reserved" will be painted on the curb or pavement. Each Unit Owner will be responsible for policing his own reserved space.

Section 6.3 - Illegal Use of Reserved Spaces. In the event a Person other than a designated Unit Owner or its invitee parks a car in a reserved space, the affected Unit Owner (or his tenant as designated to the Association in writing) may complain to the Executive Board in writing, describing the date, time, license number and description of the offending vehicle. The Association may have the vehicle towed away as a trespasser, and the Unit Owner of the offending vehicle or his invitee may be fined by the Association in the same manner as provided in Section 6.8.

Section 6.4 - Limitations on Use. There is space for two vehicles per Unit. Any vehicle must be registered to permanently park on the premises.

A Unit Owner must garage one of his vehicles overnight in his garage and not in an outside space. Parking areas will be used for no other purpose than to park passenger motor vehicles, and loading or off loading. Trucks, commercial vehicles, trailers and boats may not be parked on Common Elements, and are prohibited in the general parking areas and drives, except for temporary loading and unloading. Special permission may be obtained from the Executive Board for small types of such vehicles to be parked in a designated area. Construction equipment used in the actual repair, construction or maintenance of the Common Interest Community will not be so restricted.

Section 6.5 - Speed Limit. The speed limit on the entrance road is 15 miles per hour.

Section 6.6 - Snowmobiles, Off-Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for other motor assisted bicycles and wheel chairs as permitted by State law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the State. Except for temporary repairs not involving immobility in excess of 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the premises. No vehicles, other than maintenance vehicles, may travel on the Property except on paved roadways and parking areas.

Section 6.7 - No Parking Areas. Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Violating vehicles will be towed, after reasonable efforts to contact the Person or host to whom the vehicle is registered. In addition, the Unit Owner to whom, or to whose invitee, the vehicle is registered, following Notice and Hearing may be levied a \$25 per day fine for the period that the vehicle violated these Rules, unless at such hearing good and valid reasons are given for such violation. Costs of towing and enforcement may be collected as a Common Expense.

Section 6.8 - Trucks, Vans, Trailers and Commercial Vehicles Limited. The following types of vehicles are prohibited in the parking areas or drives (except for temporary loading or unloading) for a period in excess of 8 hours, following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles (carrying a sign advertising a business); trucks, vans and vehicles having capacity of over one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

ARTICLE VII

RIGHTS OF DECLARANT

The Declarant may make such use of the unsold Units and Common Elements as are permitted under the Special Declarant Rights reserved under Article VIII of the Declaration as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements, the display of signs, the use of vehicles, and storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction areas or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII

GENERAL ADMINISTRATIVE RULES

<u>Section 8.1 - Consent in Writing</u>. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

<u>Section 8.2 - Complaint</u>. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners will be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX

GENERAL RECREATION RULES

Section 9.1 - Limited to Occupants and Guests. Recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user will hold the Association harmless from damage or claims by virtue of such use.

<u>Section 9.2 - Bolsterous Behavior Prohibited</u>. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 9.3 - Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules, may be reserved, or priority given, to certain age groups. Such reservations and scheduling will be done by management personnel, and will be effective after publication in the newsletter.

Section 9.4 - Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations or damage caused by their children whether or not the parents are present.

<u>Section 9.5 - Ejectment for Violation</u>. Unit Owners, members, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations and suspended from the use of such facility until the time for Notice and Hearing concerning such violation, and thereafter, suspended for the period established following such Hearing.

Section 9.6 - Proper Use. Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas will be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

ARTICLE X

SWIMMING POOL

A. State Regulations

Section 10.1 - Bathe Before Entry. All Persons will bathe with warm water and soap before entering the pool.

Section 10.2 - Diseased Persons. Any Person known or suspected of having a communicable disease will not use the pool.

Section 10.3 - Spitting or Blowing Nose. Spitting or blowing the nose in the swimming pool is prohibited.

Section 10.4 - Boisterous Play. Running and boisterous or rough play (except supervised water sports) is prohibited.

Section 10.5 - Regulation of Department of Health. Additional regulations required by the Connecticut State Department of Health will be included by reference.

B. Association Regulations

Regulations promulgated by The New Plumtree Heights Condominium Association will be distributed to all Unit Owners annually and posted at the pool house.

ARTICLE XI

TENNIS COURT

(If and When Constructed)

Section 11.1 - Policy Rules for Play Procedures. In the event of overcrowding, limitations on times of play and sign-up procedures may be adopted by resolution of the Executive Board and posted at the court. The courts will be used in accordance with the policy resolutions posted. Section 11.2 - Surface Protection. Players must wear smooth sole tennis shoes on the courts. The playing surface will not be mistreated and hard objects will not be placed, thrown or struck on the court.

Section 11.3 - Manners. Conduct will be such as to minimize interference with play.

Section 11.4 - Court Use. Pets, food, beverages, breakable containers, trash or debris are not permitted in courts.

Section 11.5 - Nets Lowered. The last group to leave with no Persons waiting will lower the net.

Certified to be the initial rules adopted by the Executive Board on its date of organization.

Secretary

Article XII THE NEW PLUM TREE HEIGHTS II CONDOMINIUM ASSOCIATION, INC. COLLECTION/FORECLOSURE POLICY

WHEREAS, The Connecticut Common Interest Ownership Act ("The Act"), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of common expense assessments. The lien is not prior to real estate taxes and most other municipal liens. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes collection costs, court costs, title search costs and attorney's fees.

THEREFORE, the Association hereby adopts the following Collection/Foreclosure Policy in accordance with C.G.S. §47-258:

STANDARD COLLECTION/FORECLOSURE POLICY

- 1. It is the responsibility of each unit owner to pay all common charges, assessments, fines and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the nonreceipt of such notices by a unit owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each unit owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.
- 2. All amounts received from a unit owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed on the tenth (10th) calendar day of each month if there is any amount unpaid on the Unit Account as of the tenth (10th) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the unit owner makes a payment of not less than the amount due for said month and said payment is received on or before the tenth (10th) calendar day of the month.

- 3. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.
- 4. The Association's Attorney may but need not send an initial "Pre-foreclosure" letter to the Unit Owner. If so, this Pre-foreclosure shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit Owner contacts the attorney and requests verification of the amount of unpaid assessments against the Unit, the Attorney will verify the debt, to the extent required by law, without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the unit owner will be responsible for all common charges, late charges, assessments, attorney's fees and costs of collection. For each payment received by the Attorney a fee not to exceed \$25.00 shall be assessed to cover the costs of processing the payment.
- 5. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association the attorney will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.
- 6. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 62 days prior to initiating a foreclosure action, shall forward a 62 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 62 day letter shall be sent via first class mail and shall include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to

the Association not later than sixty two days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.

7. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

This Collection/Foreclosure Policy was adopted with the same formalities required to adopt a Rule, following Notice and Comment to the Unit Owners, on this ______ day of ______, 2016

NEW PLUMTREE HEIGHTS II CONDOMINIUM ASSOCIATION, INC

Its President

Article XII Maintenance Standards The New Plumtree Heights II Condominium Association Approved December 2022

Appliance & Caulking Inspection; Chimney Inspection and Cleaning, Pellet Stoves; Insulation and Attics; Dryer Lint Screen & Vent Cleaning; Hot Water Heater Replacement; Leaks
Toilet Inspection and Repair; Outside Water Spigots; HVAC Maintenance; Grills, Fire Pits & Chimineas; Smoke & Carbon Monoxide Detectors; Mailboxes; Windows, Front & Storm Doors, Sliders and Skylights3
Water Line Hoses; Electrical Panel; Stove Hoods; Unit Heating & Cooling; Reporting Association Required Maintenance4
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Pursuant to the Common Interest Ownership Act, the Association has adopted the following maintenance standards which shall be binding on all unit owners, tenants, residents, guests and invitees.

1: Appliance & Caulking Inspection:

Care and maintenance of all appliances are the unit owner's responsibility. All appliances should be inspected annually. Washing machines, dishwashers and hot water heaters must be inspected annually, because they can cause severe water damage when a failure occurs. The caulking around tubs, showers, toilets and sinks should be inspected regularly, to ensure moisture does not penetrate walls. If caulking is compromised, the caulking should be replaced.

2: Chimney Inspection and Cleaning, Pellet Stoves:

Fireplace maintenance and replacement is the responsibility of the unit owner. Chimneys must be inspected every other year. The unit owner must arrange and pay for inspections, cleanings and repairs, with a properly licensed and insured contractor, following all applicable local building codes. Unit owners should not use a fireplace that has not been inspected.

The exterior repairs to the chimney, which include the surround, cover and cap are the Association's responsibility. The Association requires that all pellet stoves be inspected annually and cleaned. It is the responsibility of the unit owner to schedule an inspection and cleaning and provide proof of such to the Association.

3: Insulation and Attics:

Each unit owner is responsible for ensuring attic insulation does not block, cover or interfere with soffit vents. The Association does not inspect unit attics.

4: Dryer Lint Screen & Vent Cleaning:

Internal dryer lint screens shall be cleaned between each use. Dryer vents and ducts must be cleaned every other year, by a licensed vendor, to prevent lint from accumulating in the vent duct work. If a dryer booster fan is installed, it shall be cleaned out and serviced every other year as well. If a dryer booster fan is not installed, any replacement dryers must be able to vent the full length of the duct.

The Association is responsible for repair or replacement of any outside dryer vent cover. The unit owner must notify the Managing Agent when the outside vent cover needs repair or replacement.

5: Hot Water Heater Replacement:

Hot water heaters must be replaced within ten (10) years of the manufacture date indicated by the serial number. Hot water heaters operate more efficiently, and will last longer, if a hose is attached to the outlet bib and a portion of the tank is drained into the floor drain annually, removing rust and other sediment. The best reliable predictor of the condition of a hot water heater is it's age. Manufactures of hot water heaters typically use the first two digits of the 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 the hot water heater.

Only a licensed and insured contractor can replace a hot water heater.

As water heaters are in the attics of the units, it is imperative that the area under the hot water heaters be maintained properly to avoid water damage to the areas below, if there is a leak or failure of a hot water heater. New hot water heaters must have an adequate pan and drain. Installation of an automatic shut off device should be considered to minimize damage should the water heater fail. If the drain connects to any common piping or travels beyond the boundaries of the unit, an approved variance request is required.

6: Leaks:

Upon identifying a leak from a pipe, valve, toilet, etc., 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, hot water heaters and outdoor spigots; there is also a shut-off valve outside for the whole unit. Occupants must be aware of the location of the local valves and the unit's main water shut-off. Immediately report any leak condition to the Association.

7: Toilet Inspection and Repair:

All toilet tanks and seals, on-off water supply valves and connectors, interior flush, 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 significantly damage the areas below the toilet.

8: Outside Water Spigots:

Outside water spigots, where installed, are the responsibility of the unit owner. Unit owners must disconnect garden hoses from the spigots, turn off the interior shut-offs for spigots and drain excess water from the exterior water line, by November 1st. Outside spigots can be turned on after April 15th for Spring, Summer and Fall.

9: HVAC Maintenance:

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

Unit owners shall ensure in-line humidifiers, if installed, are turned off during the summer months and turned on during the winter months. If condensation appears on the inside of windows, the humidifier must be turned down. The humidifier filter must be cleaned annually and replaced every two years.

10: Grills, Fire Pits & Chimineas:

The use of Charcoal and solid fuel grills, Chimineas, fire pits or propane heaters which operate with an open flame, are prohibited anywhere on the grounds of the Association. Propane tanks may not be stored inside the building structure, including the garage. Extra propane tanks may be stored only next to the grill.

Gas grills are permitted on patios, but not in common areas. Grills are not to be used inside garages. Grills must be at least five (5) feet from the siding at all times. Gas grills must be checked annually to ensure it is in safe working condition.

CT State Fire Code shall supersede any provision of the Association's documents including these maintenance standards. Each unit owner must review and comply with the CT Fire Code. Fire codes are available on the CT.gov website.

11: Smoke & Carbon Monoxide Detectors:

Every unit must have working and non-expired smoke and carbon detectors. Building codes require a smoke detector in each room. All unit owners, tenant or residents must maintain and inspect smoke detectors annually. Detectors (smoke & carbon monoxide) must be tested and batteries replaced twice a year.

12: Mailboxes:

Mailboxes are the property of the Federal Postal System, but maintained by the Association. The Association has no keys for the mailboxes. Replacement keys and locks are the unit owner's responsibility.

13: Windows, Front & Storm Doors, Sliders and Skylights:

Windows, front and slider doors replacements are the responsibility of the unit owner. Replacement must follow replacement guidelines, which can be obtained from the Management Agent and approved by the Board, prior to installation.

Front doors may be replaced with a door that has glass in the upper half of the door. No stained glass is allowed. Front doors must be painted the same color as the current doors. Painting of the front doors is the responsibility of the unit owner.

Unit owners shall ensure that all windows and doors are properly closed, to prevent damage from precipitation, snow or wind. Unit Owners can install storm windows and doors. When replacing the storm door, weep holes must be installed to prevent moisture build-up between the two (2) doors.

The skylights are the responsibility of the Association.

14: Water Line Hoses:

Steel braided water lines are the Association's standard on washing machines, ice makers, water softeners, dishwashers, dryers with the steam accessory, sinks and toilets. Only steel metal braided hoses, or properly installed copper tubes and connectors, are permitted to be used. Pex and plastic tubing plumbing is acceptable and grandfathered in. If a unit owner makes any changes in a unit, steel braided hoses must be used.

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.

15: 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.

No electrical device creating electrical overloading or standard circuits may be used without permission from the Executive Board and adjustment of circuits. Misuse or abuse of appliances or fixtures within a unit which affects other units, or the common elements is prohibited; any damage resulting from such misuses will be the responsibility of the unit owner in whose unit it will have been caused. Total electrical usage in any unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Repair and replacement of outside light fixtures is the Association's responsibility.

16: Stove Hood Cleaning:

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

17: Unit Heating & Cooling:

During the winter months the temperature inside a unit must be maintained at 55 degrees or higher, even if occupants are away, to prevent water pipes from freezing. Air conditioning shall be set at or below 80 degrees during the summer, even while units are vacant, to ensure humidity levels do not cause mold growth. In case of the unit being unoccupied for five (5) days or more, the unit owner must provide the management agent with a local emergency contact. The emergency contact must check the vacant unit every three (3) days for proper functioning of the heating system, frozen

pipes, water leaks or any other issues. In lieu of having the unit checked on every three (3) days, the unit owner may purchase, install and maintain a 'Freeze Alarm'.

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. Each unit owner shall be responsible to the Association for any damage caused by repairs or installations to any unit or limited common area, not performed by a licensed and insured professional, in accordance to at least the minimum standards required by the state of Connecticut. This applies to the maintenance and repairs related to structural, electrical, or plumbing.
- b) Combustibles or hazardous materials, including but not limited to, gasoline, propane tanks, etc., cannot be stored inside units, garages, or other enclosed spaces.
- c) Unit owners are responsible for notifying all tenants, residents and guests of the Association's rules and guidelines. Compliance with the rules and guidelines are the responsibility of the unit owner.

Unit Owner Acknowledgements:

- Failure to cooperate with the Association, including but not limited to, authorizing access to the unit for the purpose of mitigating damages, adjusting the claim, inspection or otherwise shall be a violation of these Maintenance Standards. Accordingly, if the unit owner, tenant, occupant or guests' action(s) or inaction(s) cause a denial/partial denial of an insurance claim the unit owner shall be responsible for any shortfalls in insurance proceeds.
- 2. The Association's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the units and all it's fixtures within, the limited common areas which unit owners are required to maintain. Each unit owner shall be under a duty to use reasonable care for maintaining units and common areas. It is expected all unit owners will use the same level of care in maintenance obligations which a typical homeowner living in a single-family home, not part of a common interest community would.
- 3. Each unit owner shall be responsible to pay all damages and costs incurred by the Association to repair any damage to their unit, any other unit or any common area as a result of the unit owners failure to comply with the Maintenance Standards in accordance with Subsection 19.2 (i) of the Declaration.
- 4. Any person authorized by the Board shall have the right of access to all portions of the property for the purpose of correcting any condition threatening a unit or the common elements, to perform installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a unit or limited common are made in advance and that any such entry is at a time reasonably convenient to the affected unit owner consistent with the availability of contractors and others employed or engaged by the Association. The Association may seek a court order to allow access to the unity without the unit owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the unit owner's account. If a unit is damaged as a result of access obtained under this section, the Association will be responsible for the prompt repair of the unit, except as provided in subsection 19.2 (f) and Subsection 19.2 (i) of the Amended Declaration.

These Maintenance Standards were approved by the Executive Board on _____ day of _____, 2022.

THE NEW PLUMTREE HEIGHTS II CONDOMINIUM ASSOCIATION, INC.

Ву: _____

President: Hector Narvaez

The Maintenance Standards are included in the NPHIICA Booklet