

RULES & REGULATIONS of BROOKSIDE at MIDDLEBURY

Introduction

After 18 months of work, reviewing and clarifying the Brookside at Middlebury Rules and Regulations: the Brookside at Middlebury Rules Committee is presenting the proposed rules addendum.

As residents of Brookside at Middlebury, it should be the goal of all homeowners to build a strong, unified, and neighborly community that each of us is proud to be a part of. The existing Rules and Regulations, which all residents accepted with the purchase of their home, is the foundation of our community. The following addendum is an effort to strengthen our community by clarifying the interpretation of the Rules. (*NOTE: Italicized Sections are proposed changes*)

The corresponding sections of this addendum will supercede those in the original Rules and Regulations when approved by the Executive Board of Directors.

The following summarizes the purpose of rules within a community:

- To protect property values (standards for fences, landscaping, etc.)
- To keep the community in compliance with federal, local/state laws and regulations
- To eliminate (minimize) association liability (safety rules, speeding, etc.)
- To minimize intrusion and promote quality of life (landscaping, pet control, maintenance, etc.)

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ARTICLE I – USE OF UNITS AFFECTING THE COMMON ELEMENTS

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, as defined in the Declaration.

Section 1.2 - No Commercial Use. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

***Section 1.3 - Displays Outside of Units.** *Unit Owners shall not, with regard to any improvements on the Lot, cause or permit anything other than curtains, blinds, conventional draperies and holiday decorations to be hung, displayed, or exposed in, or on the outside of, windows without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any.*

****Section 1.3.1 - Holiday Displays.** Holiday decorations (including lights) may be displayed from 2 weeks before to 2 weeks after a holiday with the exception of Christmas. Christmas decorations may be displayed from Thanksgiving Day through January 15th (weather conditions permitting). Lights may not interfere with a neighboring unit. Exterior decorations must be maintained.*

ARTICLE II – USE OF COMMON ELEMENTS

Section 2.1 - Trash. No accumulation of rubbish, debris or unsightly materials shall be permitted except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, decks or terraces.

Section 2.2 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

ARTICLE III – ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, 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 Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her 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.

***Section 3.2 - Pets.** House pets, in reasonable numbers, may be kept and maintained on a Lot or in a Unit, provided such pets are not kept and maintained for commercial purposes. All pets must be kept under the control of their owner by leash or “invisible fence” when the pet is outside. Pets must not become a nuisance or present a danger to other residents. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be brought inside. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.3 – This section is intentionally left blank.

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

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall 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.

Section 3.6 – Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Unit Owner, and no portion less than all of any such Lot,

nor any easement or other interest herein, shall be conveyed or transferred by a Unit Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

Section 3.7 – Conditions for Architectural Control. No improvements, alterations, repairs, change of paint/siding colors, excavations, changes in grade or other work which in any way alters the Unit, or any improvements on the Lot, Common Area or Limited Common Area from its natural or improved state (existing on the date such Unit was first conveyed) shall be made or done without the prior approval of the Executive Board. No building, wall, or other structure shall be commenced, erected, improved, altered, made or done on such property without the prior written approval of the Executive Board.

***Section 3.7.1 - Storm/Screen Doors.** *Storm/Screen Doors shall be permitted providing they are full view with clear glass and match the front door color or are white. Anything other than this requires a variance and Executive Board approval.*

***Section 3.8 – Fences.** *Fences shall be permitted in any lot, but a variance must be filed with the Board, and must include a copy of your plot plan and proposed placement of the fence on the property. Approved fencing must be consistent in appearance, white in color, made of vinyl material, no higher than four (4) feet, and of picket style. At no time shall any fence interfere or interrupt with rights and/or easements that are reserved within the Declaration for others. Fences are not allowed in the front of any home and may be placed no further forward than ten (10) feet back from the front elevation. The fence must be maintained in good condition or the Executive Board shall have the right to order its removal. (Exceptions: Requests from initial purchasers, who were promised fences different from what is outlined above, will be reviewed by the Executive Board on a case-by-case basis.)*

***3.8.1 - Other Fences.** *Other fences include arbors, trellises, garden borders, and privacy panels. The Executive Board must review and approve applications for all other fences.*

Section 3.9 – Leasing. No Unit shall be rented or leased for an initial period of less than one (1) year. No portion less than all of any Unit shall be leased. No Unit Owner shall lease a Unit other than on a written form of lease, requiring the lessee to comply with the documents, and providing that failure to comply constitutes a default under the lease.

***Section 3.10 – Owner’s Obligation.** *Each Unit Owner shall keep the Lot and Units owned by him or limited to his use as a Limited Common Element, and all improvements therein and thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, fertilizing, weeding, mowing and raking of all lawns, and the pruning and cutting of all trees and shrubbery (see Appendix A for more detailed information). This also includes the obligation of every homeowner to resolve any condition or conditions that could negatively impact neighbors and common areas by their neglect (e.g. grubs, highly invasive weeds such as crabgrass, dandelions and clover, and destructive animal infestations). It is required that appropriate external care of all buildings and any improvements including staining decks, painting and snow removal on walks and driveways be accomplished in a manner and with a frequency as is consistent with good property management.*

***Section 3.10.1 - Outdoor Storage.** *Nothing shall be stored permanently outside of any unit. Items other than sprinklers, common outdoor decorative items (planters, benches, etc.), and hoses (which must be kept in a holder or coiled up next to the foundation) should NOT be kept*

outside for long periods of time in order to prevent them from becoming a hazard, obstruction, or detracting from the overall well-kept appearance of the neighborhood.

****Section 3.10.2 - Landscape Improvements.*** Homeowners may alter plantings within the Limited Common Elements that are designated to their Unit only (versus plantings within Common Elements or Limited Common Elements designated to other Homeowners). When making landscaping alterations, it shall be the responsibility of the Homeowner to determine the location of utilities and avoid damage to such utilities (contact the “CT Call Before You Dig” service toll free at 1-800-922-4455). A Homeowner may make landscaping alterations without variance approval as long as they do not alter the shape and size of the existing planting beds and/or the grade of the land. A Homeowner who wishes to alter the shape and size of their planting beds, add new planting beds, or change the grade of the land must file a Variance Request Form (see Appendix B), with a plan or sketch showing the proposed work in detail including plant species and size, with the Board. No work may begin until the Board has approved the Variance Request in writing. The Board shall answer any written request by a Homeowner within thirty (30) days after such request.

Section 3.11 – Failure to Maintain. In the event a Unit Owner of any Lot and/or Unit in the Community fails to maintain) the Lot, Unit and other improvements situated thereon as provided herein, the Association, after Notice to the Unit Owner and approval by a two-thirds (2/3) vote of the Executive Committee, shall have the right to enter upon the Lot and/or Unit to correct drainage and to repair, maintain and restore the Lot, Unit and/or exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Restoration Assessment upon such Lot and/or Unit and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for non- payment.

****Section 3.12 – Utility Easements.*** There is hereby created an easement or easements in favor of the Association, upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, cable television or communication lines and systems. The Association and/or its designees or assigns shall have the unconditional right to enter any portion of the Property for the purpose of the installation, replacement, repair and maintenance of all of the foregoing.

****Section 3.13 – Obstructions.*** There will be no obstruction of the Common Elements, nor will anything be stored outside of the Unit without the prior written consent of the Executive Board. The Middlebury Fire Department requires that Fire hydrants must have all three water caps and marker visible with easy access. Therefore there can be no landscaping that interferes with this requirement. There shall be no plantings taller than 6 inches around the base of traffic signs and/or fire hydrants and the street signs must be visible at all times to comply with local and state requirements.

Section 3.14 – Clothes Drying Apparatus. No clothesline or other exterior clothes drying apparatus shall be permitted on any Lot or Unit, except as approved by the Executive Board, in writing.

Section 3.15 – Maintenance Easement. Where the common boundary between residence on Lots is less than seven (7) feet from the next residence on a Lot (the “Serviced Unit”) there is reserved and granted to the Owner of the Serviced Unit, over and across each adjacent Lot (the “Burdened Unit”), a non-exclusive easement for a distance of five (5) feet from the common

boundary to enter the Burdened Unit at reasonable times and upon reasonable notice for the purpose of maintaining portions of the residence located on the Serviced Unit and adjacent to the Burdened Unit, including, walls, eaves, gutters, roofs, overhangs and appurtenances thereto.

ARTICLE IV - RUBBISH REMOVAL

***Section 4.1 - Deposit of Rubbish.** *Each Unit Owner will be responsible for providing their own garbage cans which must be stored in their garage. Garbage cans are only to be placed at curbside within the day before and after of the designated collection day. Storage of rubbish is forbidden in or outside of the Units or at any location on the Property. Additionally, all trash and recycling items must be placed in a secure receptacle to insure that trash is not littered on the community. In the event that trash or recyclables litter the unit/homesite, limited common or common areas, it is the resident's responsibility to properly dispose of it.*

ARTICLE V – MOTOR VEHICLES

Section 5.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads and drives of the Property.

***Section 5.2 - No Parking Areas.** *Vehicles may not be parked in such manner as to block access to driveways of other Unit Owners, parking spaces, mailboxes, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation may be towed, at the Owner's cost. In addition, a \$50.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation. At times when snowplowing will be necessary, vehicles must be parked in homeowners' garages or driveways ONLY. When parking of vehicles in parking spaces on the street or beyond the end of a driveway obstructs snowplowing of Common Elements, the Homeowners will be responsible for any additional costs incurred.*

***Section 5.3 – Vehicles.** *Use and storage of all vehicles and recreational equipment upon the Common Areas shall be subject to rules promulgated by the Executive Board as provided herein including, without limitation, the following:*

- *All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.*
- *All motor vehicles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or unpaved Common Areas, except those specifically authorized by the Association.*
- *All Zoning Ordinances for the Town of Middlebury are applicable relating to the ownership and operation of motor vehicles.*
- *All gas-powered recreational vehicles are PROHIBITED (e.g. ATVs, Quads).*
- *Bicycles, scooters, skateboards and all recreational vehicles of this type are to be ridden on paved surfaces only, and operators must adhere to the State of Connecticut traffic regulations. Riding on the grass areas is prohibited. Vehicles of this type must not be stored outside or in the Common Areas. Operators of these vehicles must wear adequate protective gear including, but not limited to, a helmet.*

ARTICLE VI - RIGHTS OF DECLARANT

This section is no longer applicable.

ARTICLE VII – GENERAL RULES

Section 7.1 - 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.

Section 7.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the current Management Company.

Section 7.3 – Rules. From time to time, the Executive Board may adopt, without the approval of the Membership, general rules and regulations, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Additionally, general rules and regulations may be adopted, rescinded or amended by a vote of greater than one-half (1/2) of the Membership following a public hearing for which due notice has been provided to all Members. All such general rules and regulations and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 7.4 – Damage or Destruction of Living Units. In the event of damage or destruction to any residence on a Lot, the reconstruction or restoration necessitated by such damage or destruction to such residence must be repaired or restored as promptly as possible and with all diligence to conform with the original drawings and specifications for the residence, except to the extent that changes are required by any governmental authority having jurisdiction over such restoration or repair. Any exceptions or deviations from the original drawings and specifications, not mandated by the governmental agency, must have the prior written approval of the Executive Board.

***Section 7.5 - Rules for Unit Owner Attendance at Executive Board Meetings.**

- *Open Meetings: Except as provided for in Article XXVI of the Declaration, every portion of every meeting of the Executive Board shall be open to observation by Unit Owners.*
- *Unit Owner Participation: Unit Owners will not be directly involved in Executive Board meetings unless listed on the agenda or specifically requested to do so by a member of the Executive Board. Unit Owners may ask to be recognized for a question. The chairman decides whether the question is taken or not at that time.*
- *Unit Owner Forum: A time specifically reserved for Unit Owner questions will generally be provided at the end of scheduled Executive Board meetings.*
- *Inclusion on an Executive Board Meeting Agenda: Unit Owners may be included on an Executive Board Meeting agenda with a written request to the Management Company at least 10 days prior to the meeting. Any requests must be submitted with a definition of and rationale for inclusion on an agenda.*

Publication Note:

Certified to be the initial Rules adopted by the Executive Board on its date of organization and incorporating the following accumulated amendments:

- July 17, 2004 Amendment by Baker Residential
- November 17, 2005 Amendment by the Executive Board
- February 22, 2006 Amendment by the Executive Board
- Proposed Amendments by Rules Committee (2008-09)