

OAK MEADOW ESTATES

RULES

These Rules have been adopted by the Executive Board to provide owners and residents of Oak Meadow Estates with a set of common sense guidelines for harmonious living in our common interest community. The following rules apply to all owners and occupants of the Units.

Rule 1: Use of Units Affecting the Common Interest Community

Section 1.1 – Occupancy Restrictions

Units are limited as set forth in Article 10 of the Declaration

Section 1.2 – No Commercial Use

Except for those activities conducted as part of the marketing and development program of the Declarant, and except as specifically set forth in the Declaration with respect to home occupations, no industry, business, trade or commercial activities shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any Unit be used or rented for transient, hotel, or motel purposes as set forth in Article 10 of the Declaration.

Section 1.3 – Signs

No sign of any kind shall be displayed in the Common Elements or from the windows of any Unit, except the following:

1. Signs erected by the Declarant in connection with the development of the property for the construction, sale, or rental of Units.
2. Directional signs and markings erected by the Declarant or Homeowner's Association relating to direction, safety, and speed limits of the private road servicing the Common Interest Community.
3. Security system stickers or signs displayed by the Unit owner.

Section 1.4 – Displays Outside of Units

Notwithstanding Article 14 of the Bylaws, Unit owners shall not cause or permit anything other than curtains and conventional draperies and decorations to be hung, displayed or exposed at or on the outside of any Unit without the prior written consent of the Executive Board. Holiday lights and decorations may be displayed for a reasonable period of time.

Section 1.5 – Painting Exteriors

Unit owners and occupants shall not paint, stain, or otherwise change the color of any exterior portion of any Unit or building without the prior written consent of the Executive Board.

Section 1.6 – Cleanliness

Each Unit owner and occupant shall keep his or her Unit in a good state of preservation and cleanliness, and shall further be responsible for removal of dirt, snow, and ice accumulations from any rear deck of the Unit. Each Unit owner shall maintain his or her Unit as set forth in the Declaration.

Section 1.7 – Electrical Usage

Total electrical usage at any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.8 – Covered Antenna

Oak Meadow Estates Homeowner's Association, Inc. permits the installation of a "covered antenna" (satellite dish) on the Units within certain guidelines as outlined below.

The "covered antenna (satellite dish):

1. Must be installed by a licensed and insured technician.
2. Must be installed on a deck or porch handrail.
3. There shall be only one point of entry into the Unit
4. Installation shall be done in a neat workmanlike manner.
5. The Unit owner must notify the Board when service is no longer utilized or upon resale of the Unit. The Association will be responsible for removal and arrangement of any repairs to the limited common area at the sole expense of the Unit owner.
6. Removal and relocation of the satellite dish for any association-related maintenance work to the Unit shall be the responsibility of the Homeowner's Association and shall be at the sole expense of the Unit owner.
7. Residents who install covered antennas must indemnify the Association for any personal injury or damage occurring to the Common Elements or Limited Common Elements arising from the installation, maintenance, or use of a covered antenna and shall pay:
 - a. To repair damage to the Common Elements or Limited Common Elements and any other property damaged by the covered antenna installation, maintenance or use; and
 - b. For medical expenses and injuries incurred by persons injured by the covered antenna installation, maintenance, or use.
8. Shall not encroach upon any Common Elements, Easements, or any other resident's Limited Common Elements or air space.
9. Shall be neither larger nor installed higher than is absolutely necessary for reception of any acceptable quality signal.

Section 1.9 – Tag Sales

Tag sales (i.e., garage sales, estate sales, and the like) are not allowed in the community.

Rule 2: Use of Common Elements

Section 2.1 – Obstructions

There shall be no obstruction of the Common Elements (including Limited Common Elements) nor shall anything be stored outside of the Units without the prior written consent of the Executive Board except as hereinafter expressly provided..

Section 2.2 – Trash

No garbage cans or trash barrels shall be placed outside of the Units except at the curb on the day of trash pick-up. No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Elements, nor shall any rugs or mops be hung from or on any of the windows, doors, decks, porches, or railings.

Section 2.3 – Storage/Combustibles

Storage of materials in Common Elements or other areas designated by the Executive Board shall only be by permission of the Executive Board and shall be at the risk of the person storing the materials. No inflammable or combustible materials shall be stored in any Unit or in the Common Elements except in appropriate safe containers or as otherwise permitted by the Executive Board except for small amounts necessary or appropriate for normal household uses.

Section 2.4 – Proper Use

Common Elements shall be used only for the purposes for which they are 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 or in the Common Elements which interfere with or limit the enjoyment of the Common Elements by others.

Section 2.5 – Vehicles

Boats, boat trailers, camping trailers, camping vehicles, trucks, motorcycles, off-road vehicles, and unregistered, inoperable or stored vehicles are prohibited from parking in parking areas and driveways or on any other portion of the Common Elements, except for temporary loading and unloading and except in those parking areas that may be designated by the Executive Board from time to time.

Section 2.6 – Additions, Alterations, or Improvements to Common Elements

No alterations, additions or improvements, or landscaping may be made to the Common Elements or the exterior of an Unit and no additional structures may be built or placed on the common Elements without the prior consent of the Executive Board. No clothes, sheets, blankets, laundry or any other kind of article, other than holiday decorations on doors shall be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees, and no sign, awning, canopy, shutter, antenna or aerial shall be affixed to or placed upon the exterior walls or doors, roof or any part of the Common Elements, or exposed on or at any window without prior consent.

Section 2.7 – Unit Owners Responsibility for Common Elements

Each Unit owner shall be responsible for the care and maintenance of any plants, trees, or materials in the Common Elements around their Unit with the exception of pruning of trees or mulching the hillsides.

Rule 3: ACTIONS OF THE 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, pets and licensees, nor do or permit anything to be done by such persons or pets that will interfere with the rights, comforts or convenience of other Unit owners or occupants. No Unit owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a radio, sound system, or television set at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit owners or occupants.

Rule 4: INSURANCE

Section 4.1 – Increase in Rating

Nothing will be done or kept that will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit owner will permit anything to be done or kept in the Common Interest community which will result in the cancellation of insurance coverage of any of the buildings.

Section 4.2 – Rules of Insurance

Unit owners and occupants will comply with the rules and regulations as set forth in Article 13 of the Bylaws and with the rules and regulations contained in any fire and liability insurance policy on the property.

Section 4.3 – Reports of Damage

Any person having knowledge of damages by fire or accident to buildings or persons must promptly report such incidents to the Board or Management.

Section 4.4 – Insurance Claims

In the event that an insurance claim is filed against the Association's Master Insurance Policy and it is found that the claim resulted from the negligence or fault of the Unit owner(s), tenants, or guests, such Unit owner(s) will be responsible for any and all costs the Association incurs.

Rule 5: PETS

Section 5.1 – Limitations

Unit owners are limited to one (1) dog or one (1) domestic indoor cat per Unit, as set forth in Article 10.1(e) of the Declaration, no exceptions. No animals, birds, or reptiles of any kind shall be raised, bred, or kept on any portion of the properties. Pets which roam free, or in the judgment or sole discretion of the Association, which endanger the health and/or safety, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other Units or the owner of any portion of the properties, shall be removed upon request of the Board after notice and opportunity for hearing. A resident is required to clean up after a pet. If the owner fails to honor such request, the Board may remove the pet. 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 whatsoever of the pet.

Rule 6: RUBBISH REMOVAL

Section 6.1 – Deposit of Rubbish

Rubbish container locations, if any, will be designated by the Executive Board or the Manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean, and free of debris. Long term storage of rubbish in the Units is forbidden.

Rule 7: MOTOR VEHICLES

Section 7.1 – Compliance with Law

All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinance, on the roads, drives, and Property.

Section 7.2 – Unregistered Vehicles and Trucks

No unregistered vehicles or trucks shall be stored, maintained, repaired, or disassembled on the Property except in area designated by the Executive Board, if any.

Section 7.3 – Speed Limit

Speed limit on all private drives on the Property is 20 miles per hour.

Section 7.4 – Snowmobiles, Off-road and Unlicensed or Immobile Vehicles

No snowmobiles, campers, RVs, motorcycles, off-road, or unlicensed or immobile vehicles shall be maintained on the Common Elements except in the areas designated by the Executive Board, if any.

Section 7.5 – No Parking Areas

Vehicles may not be parked in such a manner as to block access to fire hydrants, sidewalks, pedestrian crossing areas, or designate fire lanes, nor should they be parked in such a manner to prevent emergency vehicles to pass between them.

Section 7.6 – Violations

Vehicles in violation of these rules may be towed at the direction of the Executive Board after reasonable efforts to contact the person, Unit owner, or occupant to whom the vehicle is registered. In addition, a \$25.00 per day fine may be levied against the person, Unit owner, or occupant to whom the vehicle is registered, following Note and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation and accepted by the Executive Board.

Rule 8: LEASING OF UNITS

Section 8.1 – Leasing of Units

A Unit may be leased by a Unit owner for use in compliance with the Declaration (as set forth in Article 10.2) and zoning regulations (including, by not limited to age restrictions) and other documents governing the Common Interest Community provided:

1. A copy of each such lease and date verifying compliance with use restrictions is delivered to and approved by the Executive Board. Failure of the Executive Board to give notice of approval within thirty (30) days of receipt of the lease shall be deemed approval; but does not waive the Association's right to enforce any use restrictions or other restrictions set forth in the Declaration; and
2. All Unit owners who do not reside in a Unit owned by them shall provide the Executive Board with their permanent residence address and phone numbers where they can be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a Unit owner who fails to provide such information shall be assessed to the Unit owner. Unless otherwise provided by law, any Unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and the Association shall not be liable for any loss, damage, injury, or prejudice to

the rights of such Unit owner caused by any delays in receiving notice resulting there from.

Rule 9: RIGHTS OF DECLARANT

Section 9.1 – Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements 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 and unsold Units, the display of signs, the use of vehicles, and the storage of materials, as set forth in Article 8 of the Declaration. Interference with workmen or with buildings and improvements under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant and subject to the Declarant's prior approval.

Rule 10: RULES ENFORCEMENT

Section 10.1 – Rule Infractions

Rule infractions require written notification in order to be acted on by the Executive Board. Exceptions include emergencies relating to safety hazards, reckless endangerment, fire, etc. In such cases, the Executive Board will take direct action. The Executive Board does not want to serve as a police department or referee between disputing homeowners; hence each resident's cooperation and participation is strongly encourage.

Section 10.2 – Written Warnings and Violation Notices

Written warnings and violation notices are issued by the Executive Board, or by persons authorized by the Board to do so to the party alleged to have committed the violation or to have allowed his family members, tenants, guests, invitees, or pets to commit a violation when one of the following occurs:

1. The Association receives a written complaint which includes (a) the name, address and phone number of the complainant; (b) the Unit owner's name and/or address where the alleged violating person resides; and (c) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.
2. A Board member issues a violation statement based on his or her own observations.

Written warnings for the first three (3) offenses of a particular rule will be sent by U.S. Postal Service certified mail to the owner of record within fourteen (14) business days of the alleged reported violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of the rule. Request for a hearing to protest the written warning must be made within fourteen (14) business days after receipt of the written warning. Violations involving the safety of the community and/or its property will require immediate compliance at the direction and discrimination of the Board.

If subsequent violation complaints (the fourth offense or more) are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. Postal Service certified mail to the owner of record within fourteen (14) business days of the alleged

violation or lack of compliance, and a hearing will be held to determine the amount of fine to be imposed as set forth in Section 10.4 of this document.

Section 10.3 – Hearings

Provided the notice of violation recipient or the Board has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to defend him or herself. All scheduled hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation must be present or the complaint will be dismissed and cannot be brought again for the same violation. The decision of the Board or its duly authorized committee shall be rendered in writing within seven (7) business days after the hearing and such decision shall be binding upon all parties. The decision shall be sent to the rule violator by U.S. Postal Service certified mail.

Section 10.4 Penalties/Fines for Rules Violations

First time violation: a warning letter will be issued to the Unit owner (and copied to tenant as appropriate). Second violation: a hearing is scheduled with the Unit owner to discuss the violation. Third and subsequent violations will result in fines (of no less than \$25.00 each) as determined by the Executive Board.

Any costs incurred by the Association, which can be traced to a particular Unit or Units, will be passed back to those Unit owners by an assessment to their common charge account, subject to Notice and Hearing as applicable.

Rule 11: GENERAL ADMINISTRATIVE RULES

Section 11.1 – Consent in Writing

Any consent or approval required by these Rules may be obtained in writing prior to undertaking the action to which it refers.

Section 11.2 – Complaint

Any formal complaint regarding the management of the Property or regarding actions of other Unit owners shall be made in writing to the Executive Board or an appropriate committee.

Section 11.3 – Late Charge

Monthly payments of Common Expense liabilities shall be due on the first of each month in advance. Special assessments of Common Expenses shall be due in accordance with the term of the assessment as adopted by the Executive Board. Any Common Expense liability which is not received by the Association within ten (10) days after the same is due shall incur a late charge of \$15.00 which charge shall double thirty (30) days thereafter and increase by \$15.00 each thirty (30) days thereafter until such overdue Common Expense is paid. The late charge as set forth herein shall apply separately to each installment of Common Expense not received by the Association within the ten (10) day grace period. If an account exceeds two (2) months Common Charges (at 60 days), the account will be turned over to the Association's attorney for collection action and possible foreclosure. The Unit owner is responsible for all costs, including, but not limited to, attorney and court costs. Any outstanding fees that are paid by a Unit owner will be applied to the old balance first.

Certified to be the amended rules adopted by the Executive Board on the 3rd day of August, 2017.

Signature of Board Secretary