

PONDSIDE CONDOMINIUM
NAUGATUCK CONNECTICUT

BYLAWS

of

PONDSIDE CONDOMINIUM ASSOCIATION, INC.

BYLAWS
of
POND SIDE CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
PONDSIDE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
Introduction

These are the Bylaws of Pondside Condominium Association, Inc. Initial capitalized terms are defined in Article I of the Declaration.

ARTICLE II
Executive Board

Section 2.1 - Number and Qualification: Termination of Declarant Control.

- (a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which, until the termination of the period of Declarant control, shall consist of five (5) persons, and following such date shall consist of five (5) persons, the majority of whom, excepting the Directors appointed by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners except for

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expense from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (i) Cause additional improvements to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a security interest only pursuant to [Section 55] of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

- (1) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in [Subsections (2) and (4) of Section 22] of the Act, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by [Section 71] of the Act or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and Directors of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners, if appointed by the Declarant, and ordinary and reasonable care if elected by the Unit Owners.

Section 2.4 - Additional Limitations. The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

Section 2.5 - Manager. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Subdivisions 2.2(c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director of the Executive Board with or without cause, other than an Director appointed by the Declarant.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, in the following manner:

- (a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such Directors constituting the Executive Board;
- (b) as to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.8 - Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

Section 2.9 - Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board shall be held within the Town of Naugatuck, unless all Directors consent in writing to another location.

Section 2.11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.12 - Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.13 - Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.14 - Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

ARTICLE III

Unit Owners

Section 3.1 - Annual Meeting. Annual meetings of Unit Owners shall be held on the first Friday in June. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 19.5 and 19.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Special Meetings. Special meetings of Unit Owners may be called by the president, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the votes in the Association.

Section 3.4 - Place of Meetings. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the president.

Section 3.5 - Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Section 19.5 and 19.6 of the Declaration, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).

- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and terms of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Directors of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

Section 3.9 - Voting.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly elected by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.
- (c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of Directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of the corporation, partnership or business trust owner is qualified so to vote.
- (d) No votes allocated to a Unit owned by the Association may be cast.

Section 3.10 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of the Unit Owners, shall constitute a quorum at such meeting.

Section 3.11 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV

Officers

Section 4.1 - Designation. The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of the vice president may be vacant.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 4.3 - Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 4.4 - President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners and of the Executive Board. He

or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 - Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be imposed upon him or her by the Executive Board or by the president.

Section 4.6 - Secretary. The secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, or he or she shall, in general, perform all duties incident to the office of treasurer of a non-stock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities, or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 - Compensation. Any officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a manager employed by the Association, or, in their absence, any officer

having access to the books and records of the Association, may prepare, certify; and execute resale certificates in accordance with [Section 71] of the Act and statements of unpaid assessments in accordance with [Subsection 59(h)] of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Executive Board, or the breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

ARTICLE VI Indemnification

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE VII Records

Section 7.1 - Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records,

during normal business hours and after reasonable notice.

Section 7.3 - Records. The Association shall keep the following records:

- (a) An account for each Unit which shall designated the name and address of each Unit Owner the name and address for each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to [Subsection 58(a)] of the Act and ratified pursuant to the procedures of [Subsection 46(c)].
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of the Unit Owners and the Association.

- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and Federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice.

Section 7.4 - Form Resale Certificate. The Executive Board shall adopt a form resale certificate to satisfy the requirement of [Section 71] of the Act.

ARTICLE VIII Miscellaneous

Section 8.1 - Notices. All notices to the Association or the Executive Board shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to his or her address as it appears in the

records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed except notices of changes of address which shall be deemed to have been given when received.

Section 8.2 - Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

Section 8.3 - Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.4 - Office. The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

ARTICLE IX

Amendments to Bylaws

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporators of Pongside Development Corporation, dated Dec. 20, 1988.


Incorporator

0111C

DECLARATION

of

PONDSIDE CONDOMINIUM

R U L E S

of

PONDSIDE CONDOMINIUM ASSOCIATION, INC.

RULES OF
POND SIDE CONDOMINIUM ASSOCIATION, INC.

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PONDSIDE CONDOMINIUMS
REVISED RULES AND REGULATIONS
OCTOBER 14, 1990

POLICY RESOLUTION: RULES OF CONDUCT

The Board of Directors and Unit Owners of the Association anticipate future problems and wish to establish a policy for the conduct and control of the common areas for the comfort of all the residents.

Authority: WHEREAS, ARTICLE II, SECTION 2(a) of the Pondside By-Laws gives the Board of Directors the authority to approve rules for the Association, and;

Purpose: WHEREAS, IT IS the purpose to control the use of common areas to the benefit of all, and;

Intent: WHEREAS, IT IS the intent of the Pondside Board of Directors to establish rules that are reasonable and feasible for the safety and comfort of all Unit Owners and these rules being enforceable, and not in anyway conflicting with local laws, for the betterment of the community.

Resolved: NOW, THEREFORE BE IT RESOLVED, that the following Rules were accepted and made effective at the Annual Meeting in June, 1990.

Enforcement Policy

1st warning letter
2nd warning letter
Hearing with Board of Directors
Notice of outcome of Hearing -
Enforcement will be pursuant to ARTICLE V of the Pondside By-Laws.

All violations carry a fine of \$25.00 per day.

Pondside Condominium Landscaping Committee

RECOMMENDATION: CHILDREN'S POOLS

The Landscaping Committee recommends that the following policy be adopted by the Board of Directors:

1. Pools will be allowed on or under decks from Memorial Day until October 15th.
2. All pools must be emptied and turned over every night at sunset regardless of where they are kept.
3. Failure to empty and turn over a pool will result in an immediate fine of \$100.00. The committee suggests this change in fine policy in the hopes of negating any safety hazard a pool full of water might pose. Failure to comply with the rules and regulations will result in removal of such violation at the cost of the unit owner.

4. Pools are only to be used on decks, under decks, or on gravel areas immediately to the right or left of deck. Pools are not allowed on the grass or to be placed where they will block stairs to decks. The remaining seasonal items as defined above will be maintained in the area defined without exception for the period outlined above. Approved items will not be left unattended on the common elements except as outlined above.
- * All seasonal items stored beneath the deck must be stored and contained within the area confines directly beneath the deck in an orderly fashion.
5. Unit owners will hold harmless Pondside Condominium Association for the loss, damage, or removal of items contained within this landscaping policy. Lack of recognition of this policy does not constitute a change in the rights of the unit owners or it's lessors as it is defined in this policy.

CHILDREN:

THERE SHALL NOT BE ANY SKATE BOARDING ACTIVITY ON THE PONDSIDE PROPERTY.

REASON: Safety concern for those using these vehicles as well as those folks having had to avoid youngsters riding these vehicles.

THERE SHALL NOT BE ANY BALL PLAYING IN THE PARKING LOTS.

REASON: There has been damage done to many vehicles parked in the lots due to the ball playing.

THERE IS A CURFEW OF 10:00 P.M. FOR THE RESIDENTS OF PONDSIDE CONDOMINIUM.

REASON: There are residents who have children, have to work VERY early in the morning. Because Lantern Park has a curfew, Pondside has unfortunately become a loitering place for those who want to avoid the Lantern Park curfew.

TO CORRESPOND WITH SECTION 3.3 OF THE PONDSIDE RULES AND REGULATIONS ON PETS.

PETS ALLOWED:

1. One (1) dog per household, not more than 20 inches in height at the shoulder at maturity, approved by the Board.
2. Two (2) cats per household, approved by the Board.
3. Dogs **MUST** be licensed in accordance with State Statutes, Section 22-238. (Before June 13th at Town Clerks office).

4. All pets **MUST BE LEASHED AT ALL TIMES**, curbed only at the perimeter* of the property. Connecticut State Statutes, Section 22-364 states that "no dog shall be allowed to roam at large" (see Section 3.3 of Pondside Rules).

* Edge of land behind pond, woods at the rear of pond, gas line areas by the dumpster, and edge of bank of pond. No curbing of pets on any lawn area of property.

5. All pet owners are responsible **FOR THE IMMEDIATE** cleaning up of their pets waste and removing it from the common and limited areas.

Any owner that does not comply with this regulation, and their pet causes degeneration of lawns or shrubs, etc., the pet owner will be cited by the Board of Directors and charged to have the common area refurbished. Pet owner **WILL** be charged for any clean up that will be necessary to restore the grounds.

6. **NO** animal is to be tied outside of the unit or left unattended on any deck.

7. All cats **MUST** be kept indoors. Cats are not allowed to roam.

8. Animals creating a nuisance, causing a nuisance or unreasonable disturbance or noise, shall be permanently removed from the property within three (3) days after Notice and Hearing from the Executive Board. (see Sections 3.3 of the Rules)

Section 22-363 of the Connecticut State Statutes: **NUISANCE** allows for a \$100.00 fine or 30 days imprisonment or both. **CALL THE POLICE TO HAVE THIS DOCUMENTED.**

9. Any animal who bites or causes bodily injury **MUST** be reported to the Board of Directors and the Dog Warden. All cases will be reviewed by the Board on an individual basis as to the possibility of removal of the animal from the property.

RECOMMENDATION: UNIT OWNER PLANTING AREAS

The Landscaping Committee recommends that the following policy be adopted by the Board of Directors;

1. Unit Owners will be allowed to plant low growing shrubs and bushes, not exceeding 3 foot. Flowers and ground cover may be planted in front of their units pursuant to the following;
2. Existing bushes and shrubs must remain and a six inch border of gravel must be maintained along lawns and sidewalks.
3. The planting of trees will not be permitted.
4. The planting of vegetables or fruits will not be permitted.

5. No ceramics, clay or plastics will be allowed.
6. All landscaping materials used must be in their natural state, i.e. nothing painted, no potted plants, etc.
7. Once a Unit Owner does any planting or landscaping, all weeding and other maintenance will become the full responsibility of the Unit Owner until the area is returned to its original state.
8. All plants must remain below windows. If a Unit Owner fails to keep plants below windows, after due notice, the Board of Directors can appoint someone to prune plants at the expense of the Unit Owner.
9. If a Unit Owner fails to maintain their planting area in a neat and orderly manner, after due notice, the Board of Directors can appoint someone to return the area to its original state at the expense of the Unit Owner.
10. By planting and/or landscaping, the Unit Owner agrees to hold harmless Pondside Condominium Association for any damage to plants or landscaping materials.
11. If a Unit Owner causes damage to any common elements, including but not limited to; existing shrubs, lawns and buildings, by planting and/or landscaping, they are responsible for any expenses incurred returning the common elements to their original condition.
12. Before landscaping or planting, Unit Owners must give ten (10) days notice to the Board of Directors so they can assess the current condition and give notice to maintenance personnel and obtain the committee approval.
13. The Board will allow plantings in the rear of units in the gravel area and between the decks providing it does not interfere with plowing in the winter. It must be maintained by the resident at all times.

A request along with a diagram must be submitted in writing for approval prior to installation.

HOLIDAY DECORATION GUIDELINES

1. Holiday decorations can be displayed on decks and the railing of front porches from the day after Thanksgiving until the second weekend in January. (No decorations placed on front steps).
2. Lights must be wrapped or tied to deck or railing. **NOTHING** is to be nailed, stapled, or screwed to siding, exterior window sashes or the exterior of doors.
3. Any damage to common elements or limited common elements will be repaired at the owners expense.
4. The Board retains the right to remove any decorations remaining on the exterior of buildings after the second weekend in January at owners expense.
5. Only UL approved outdoor lights are to be used on the exterior of building. **NO OPEN FLAMES.**
6. Nothing is to be placed on the common elements.
7. The Condominium Association is to be held harmless for any damage to decorations.

These guidelines have been made with consideration for the safety and welfare of all those residing in the Pondside community.

RULES OF
PONDSIDE CONDOMINIUM ASSOCIATION, INC.

Initial capitalized terms are defined in Article I of the Declaration.

The following Rules apply to all owners and occupants of Units.

ARTICLE I

Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families.

Section 1.2 - No Commercial Use. Except for those activities conducted as part of the marketing and development program of the Declarant, 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. "For Sale" signs not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number so for sale, pursuant to Unit Owner's permission.

Section 1.3 - Access by Executive Board and Secured Space
The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situation only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor. At the Unit Owner's option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity with can be locked without such access.

Section 1.4 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. 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 shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

Section 1.5 - Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section 1.6 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at 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 1.7 - Painting Exteriors. Owners shall 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 1.8 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.9 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

ARTICLE II

Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall 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 shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, 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 or terraces.

Section 2.3 - Storage. Storage of materials in Common Elements or other areas designated by the Executive Board, including storage lockers, shall be at the risk of the person storing the materials.

Section 2.4 - 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.

Section 2.5 - Trucks and Commercial Vehicles. Trucks and commercial vehicles are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.6 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

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. No Unit Owner or occupant shall 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 shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall 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 Naugatuck. The violating Unit Owner shall hold the Association and 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 shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition, no more than two cats, or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days' after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a lease. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pets. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

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 licensees.

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 - 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, which will remain installed and 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 IV

Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall 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 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V

Rubbish Removal

Section 5.1 - Deposit of Rubbish. Rubbish container locations 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.

ARTICLE VI

Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 6.2 - Registration. All vehicles of employees agents, Unit Owners, and occupants regularly using the premises must be registered with the manager and all vehicles parking for

more than 4 hours must display either a vehicle sticker or carry a guest pass. Construction and management vehicles not registered will be identified by a special pass card.

Section 6.3 - Registration Application. The manager will register vehicles on a special application form and shall issue parking stickers to such vehicles. The form will provide that registered vehicles parking in "no parking" areas, fire lanes, on the pavement or blocking access, or otherwise improperly parked may be towed at the owner's expense.

Section 6.4 - Guest Pass. Vehicles parked on the property for more than 4 hours without a guest pass (or sticker) will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges of vehicles displaying such passes, as a Common Expense assessment, which will be levied following Notice and Hearing.

Section 6.5 - Limitations on Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading and unloading.

Section 6.6 - Visitor Parking. Except where special arrangements are made, vehicles displaying guest passes are limited to three days' parking.

Section 6.7 - Speed Limit. The speed limit on the entrance road is 25 miles per hour. The speed limit on other drives is 15 miles per hour.

Section 6.8 - 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 motor assisted bicycles and wheel chairs as permitted by state law, all motor 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, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside on the Property.

Section 6.9 - No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, carports, 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 will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicles is registered. In addition, \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicles is registered, following Notice and Hearing, for the period that the vehicles violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.10 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading, following which the vehicles 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 more than 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 may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with building under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII
General Administrative Rules

Section 8.1 - 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 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding the actions of other Unit Owners shall 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. Passive re-

creational facilities, open space and woodland with 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 shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 - Boisterous Behavior Prohibited. 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 shall be done by management personnel, and shall 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 the parents are present or not.

Section 9.5 - Ejection for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use 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 shall 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.

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

A handwritten signature in dark ink, written over a horizontal line. The signature is stylized and appears to be a name, possibly "C. J. ...".

0056C

