

RULES AND REGULATIONS & MAINTENANCE STANDARDS FOR FIRST ORONOKE ASSOCIATION, LLC.

Foreword

The purpose of this handbook is to familiarize the reader with the Condominium Association, Oronoke Ridge (operated as First Oronoke Association, LLC.), hereinafter referred to as the “Association”. The information, rules, and regulations in this manual covers your condominium, the Association’s governing structure, the use of the Common Elements, and individual units.

Oronoke Ridge is a Common Interest Community; an Association composed of its Unit Owners. A “Condominium” is a form of ownership. Rather than owning the land and building outright, the purchaser owns the “Unit” and shares in the ownership of the exterior building, grounds and amenities. These shared areas are referred to as “Common Elements” or “Limited Common Elements”.

This handbook summarizes many of the topics in the Declaration and Bylaws. Descriptions in this handbook include the process of elections, budget creation and common charges. It summarizes maintenance policies and responsibilities, insurance coverage requirements and the like. Since it is only a summary, the Declarations and Bylaws will always supersede in the event of any inconsistencies with the handbook. Should the Declarations and Bylaws conflict with Connecticut state law, the law will supercede them.

There are many advantages to living and sharing in a successful condominium. We hope this booklet will serve to better inform the ownership. We also hope that a better understanding will facilitate cooperation.

Introduction

Oronoke Ridge (First Oronoke Association, LLC) is located at 925 Oronoke Road, Waterbury, CT. It is comprised of 268 units contained in 28 buildings. This handbook is divided into three sections; Government and Management, Elements of the Condominium, and Maintenance Policies and Procedures. We encourage you to retain this handbook as a reference and a guide. Additional copies can be obtained by requesting them through the Association website at www.oronokeridge.com.

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Section 1 Government and Management

Board of Directors

A five member Board of Directors governs the Association. Board members' terms are three years and expire on a staggered basis. Elections are conducted at each annual meeting for those whose terms are expiring. Each year the Board elects its own officers to the office of President, Vice President, Treasurer and Secretary. The Board is empowered by the Declaration and Bylaws of the Association to make decisions concerning the management of the Condominium on your behalf. The Board employs the services of a Managing Agent, who reports directly to the Board. The Directors serve strictly on a voluntary basis.

If you wish to bring concerns, comments or questions to the board, you may do so when the Board meets monthly. Unit Owner attendance is strongly encouraged. Monthly meeting minutes are posted on the Association website and Oronoke Ridge bulletin boards, located at each of the mailboxes.

Annual and Unit Owner Special Meetings

The Annual Unit Owners' Meeting is generally scheduled in December. At this meeting the expiring Board Member terms are filled and the annual budget is ratified.

Occasionally, special meetings of the Unit Owners are called for various purposes. Notice of such meetings is always mailed to the Unit Owners with at least ten (10) days notice and at most sixty (60) days notice. You should confirm with the management company or www.oronokeridge.com that your correct address is on file to ensure that you receive important Association information.

The Management Company

The Board of Directors governs the affairs of the community. To operate and maintain these duties the Board retains a professional management company. The management company, under the supervision of the Board: reviews all correspondence for the Board, collects common charges, schedules and supervises all work, engages all contractual services such as insurance, refuse, landscaping, and performs all accounting functions. Unit Owner complaints, requests for maintenance service or like Association matters must be submitted to the management company in writing via the Oronoke Ridge website, www.oronokeridge.com or calling the property management office.

Regular community updates are available via email. Please register a valid email with www.oronokeridge.com to ensure you receive the latest communications.

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Budget and Common Charges

First Oronoke Association operates on a fiscal calendar year that runs from January 1st to December 31st. Each year, at the Annual Meeting, owners are presented with the recommended budget and monthly common charge schedule and are asked to ratify it. The budget provides the funds necessary to operate and maintain the complex and to save for the future. Owners are encouraged to attend this meeting.

In order to operate and maintain the complex, the Association relies on the timely receipt of common charges. Common charges are due on the first of each month and are automatically withdrawn from your checking account. A late fee of \$20 is charged for any payment received after the tenth day of the month. A \$37 (per Webster Bank) bank fee is also charged for insufficient funds. Unpaid balances in excess of one month's charge are subject to a 1% penalty. The Board has a policy of referring accounts with past due balances (3months) to an attorney for collection.

Section 2 Elements of the Condominium

Units (Article V, section B)

Oronoke Ridge has 268 Units. "Units" are defined as a portion of the common interest designated for separate ownership. The boundaries of each unit are generally defined as any part of the finished interior surfaces of the unit (i.e. from the Paint, inward.) Anything other than a Unit is a Common or Limited Common Element for which the Association is responsible. Unit Owners are responsible for maintaining and repairing their own unit.

Limited Common Elements

Limited Common Elements are Common Elements, which are designated for exclusive use by an individual Unit Owner or group of Unit Owners. Some examples include but are not limited to, mailboxes, chimneys, wood decks, stairs, exterior doors and windows.

Common Elements

Common Elements are all remaining parts of the condominium that are for use by all residents. Every resident is encouraged to help care for these areas. Any use of or alteration of any Common Element must be submitted in writing for Board Approval.

Access

For the purpose of making inspections and to do routine repairs the Board may request access to your unit. In case of an emergency, such right of entry shall be immediate. During non-emergencies, we will provide 24 hours notice.

Occupancy (Exhibit I, Article XII)

There are restrictions on occupancy. A unit may be used by a single family limited to 2 persons in residence per bedroom. Units may not be leased for a term of less than 6 months.

Guests/Tenants

The Declaration, Bylaws and Rules and Regulations of the Association apply fully to both Guests and Tenants. The Unit Owner is responsible for the actions of his/her Guest or Tenant. The Unit Owner is the landlord, not the Association. While the Property Manager is available to assist the Tenant where appropriate, there is no relationship between the Association and Tenants. Tenant complaints regarding matters within their unit should be directed to the Landlord. Landlords are strongly encouraged to share Tenant information with the Property Manager.

Section 3

Maintenance Policies and Procedures

Presented in this section are lists of the Association's Responsibilities, the Unit Owner's Responsibilities and Maintenance Standards. Areas not listed will be classified upon presentation to the Board of Directors.

In general, the Associations' responsibility ends and the Unit Owner's responsibility begins at the interior unfinished surface of the unit (i.e. from the paint, inward.) Additions or improvements made to the unit by the Unit Owner are the responsibilities of the Unit Owners. Unit Owners are required to pull proper permits and complete a variance request with the Board. All contractors must be licensed and properly insured.

The Association is responsible for maintaining the structural integrity of the exterior of all buildings as well as the Common Elements of the complex.

This list of Association responsibilities is for general information purposes only. In case of dispute the Declaration and Bylaws always take precedence.

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Common Elements

Common Elements can only be used for their designed purpose. No storage of any kind shall be permitted on the Common Elements or Limited Common Elements. Unit Owners may not place fences or any other form of privacy dividers. No alterations, additions or improvements may be made to the Common Elements without prior written approval from the Board.

Decks are Limited Common Elements and storage of personal items is limited to items such as outdoor deck furniture and planters. No clothes, sheets, blankets or any other kind of articles shall be hung in the common elements or Limited Common Elements.

In conclusion, any changes, alterations, or intended use of the Common elements or Limited Common Elements must be submitted in writing to the Board for approval.

Association Responsibilities

1. Structural integrity, exterior of the building including the roof, building siding and external building repair.
2. Repair and maintenance of balconies, decks, and stoops.
3. Common lights, fixtures, and lighting affixed to buildings.
4. Lawn maintenance and snow removal.
5. Parking lot and roadway.
6. Trash removal.
7. Trees, shrubbery and plant beds planted by the landscaper.
8. Plumbing, carpentry and electrical repairs to Common Elements.
9. Internal utilities that service more than one unit, for example, water main and electric feeder lines.
10. Mailboxes.
11. Walkways.
12. Snow Removal from Common Elements (not including steps, decks and patios)

Unit Owner Responsibilities

1. Plumbing and wiring servicing your unit.
2. Smoke alarms.
3. Unit door locks.
4. Fireplaces, chimneys, flues and all costs associated with maintaining them.
5. Heating, air conditioning, and hot water for your unit.
6. Windows, screens and storm doors.
7. Glass sliders to decks and garage doors.
8. Damage to Limited and Regular Common Elements caused by the Unit Owner.
9. Cleaning of decks

Maintenance Procedures

For maintenance emergencies, the management company provides a 24-hour emergency service. Emergencies must be reported immediately. An emergency is defined as any maintenance situation/problem that threatens life or property. For example, broken pipes, downed trees or sewage backups all represent situations that require immediate attention.

For regular maintenance needs, the Property Manager provides service request forms, that are used to report maintenance problems in the Common Elements. The forms are located online at www.oronokeridge.com. Service requests are completed on a prioritized basis as determined by the Property Manager.

If you are not sure about whether the work you need done is your responsibility or the Association's, please contact the property management company and they will let you know. Any complaints about work performed or response time should be addressed in writing to the Board.

Please ensure that your contact information is valid and up to date as the property management company sends vital communication frequently.

Insurance

Each Unit Owner shall have an active insurance policy (HO6) and any Unit Owner renting their unit shall also have their Tenants hold a renters insurance policy. The Association's Master Policy has a deductible of \$10,000.00. Any insurable loss under the \$10,000.00 deductible will be the responsibility of the Unit Owner's HO6 policy unless otherwise stated or agreed to based upon the circumstances surrounding the loss. Any Unit Owner and or Tenant found negligent in causing any damages will be responsible for the full cost of damages and any activity/costs surrounding the loss.

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Parking

Parking spaces are Limited Common Elements. Their use is exclusive to an individual Unit Owner or group of Unit Owners. Each Unit without a garage is assigned one parking space. Unit Owners with a garage shall use their garage and the additional parking space in their driveway of their unit as their assigned parking spaces. Otherwise, parking is on a first-come, first-serve basis. You must utilize your assigned spaces. Unit Owners who do not use their garage or driveway and take up parking spaces will be penalized. There is additional parking for overflow adjacent to the mailbox by Building 32.

Any vehicle must be registered and operable in order to permanently park on the premises. This includes a valid registration and license plate. Large trucks and commercial vehicles (over 8,000 GVWR – Gross Vehicle Weight Rating) may not be parked in the parking area except for temporary loading and unloading (not to exceed 8 hours).

Vehicles with advertising on them are allowed to be parked on the property with two caveats; (1) the advertising must be for the company the Unit Owner or Tenant is employed by and (2) No advertisement can be used as a means for soliciting business, goods or services from any Unit Owner, Tenant or Agent of First Oronoke Association LLC while on the property. For example, a Unit Owner who works for Company A is allowed to park their take-home work vehicle on the property, but a Unit Owner who puts an advertisement on their car for the purpose of soliciting sales from other Unit Owners while on the property is not acceptable. Unit Owners are strongly encouraged to park such vehicles in their garage (if applicable).

Driving

Drivers shall obey all traffic signs and exercise caution when passing over the speed bumps in the complex. These are vital for the safety of our residents. The observed speed limit when driving in the complex is 15 mph.

Motor Vehicles

No Parking Areas. Vehicles may not be parked in such manner as to block access to driveways of other unit owners, parking spaces, 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 within 48 hours of the vehicle being physically tagged with a warning sticker or after reasonable efforts to contact the person, Homeowner or occupant to whom the vehicle is registered. In addition, a per day fine may be levied against the person, Homeowner 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.

Snowmobiles, Off-Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes and ATV's 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 wheelchairs as permitted by state law, all motor vehicles used or parked on the Property will be registered and properly equipped and in operating condition for safe travel in the public highways of the state. Except for temporary repairs not involving immobility in excess of twenty-four (24) hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. No unregistered vehicles may be parked or stored on the Property. Vehicles in violation will be towed within 48 hours of the vehicle being physically tagged with a warning sticker or after reasonable efforts to contact the person, Homeowner or occupant to whom the vehicle is registered.

Snow Storm Parking Policy

Vehicles are expected to move their vehicles after a snow and/or weather event so the designated plowing contractor can clear parking spaces and roadways. Vehicles that do not move within 24 hours of the end of a snow event will have their vehicles tagged. Vehicles that do not move their vehicles within 48 of being tagged may have their vehicle towed.

The Board of Directors retains the right to tow any vehicle in violation of the following parking rules only after the vehicle has been physically tagged with a 48 hour warning.

- Parking in identified and/or marked designated no parking areas.
- Unregistered vehicles
- Vehicles with flat tires
- Non-operational vehicles
- Abandoned vehicles
- Commercial vehicles

Windows

All windows must be equipped with drapes, curtains, shades or blinds. These must be white/neutral in color when viewed from the outside. Screens and windows must be maintained and are the Unit Owner's responsibility.

Storage

Personal property and other items are not allowed to be stored or kept on the exterior of a Unit. Personal property cannot be kept under a deck or front porch entry way.

Pets

Pets are prohibited from making excessive noise or creating any nuisance to residents. Pets must be leashed and may not be curbed in any yard or close to any patio or deck. Pet owners must remove all fecal matter. Damage to any common property by a pet will be the responsibility of the Unit Owner where the pet resides. There is a two (2) dog limit per Unit. Leaving pets out on the deck or unattended is strictly prohibited. Pets are not to use porches or deck areas for elimination. The local police department and animal control officers will be notified immediately of any animal cruelty behavior found in this complex, this behavior will not be tolerated under any circumstance.

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 damages caused by their children whether their parents were present or not.

Boisterous Behavior Prohibited

Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of the facilities by others, is prohibited.

Annoyance or Nuisances

No noxious, offensive, dangerous or unsafe activity shall be carried on in any unit, or the Common Elements, nor shall anything be done whether willfully or negligently, which may be or become an annoyance or nuisance to the other Homeowners or occupants. No Homeowner 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 Homeowner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated any audio device, television set or radio at such volume or in such other manner that it shall cause unreasonable disturbances to the Homeowners or occupants.

Trash

Trash is to be deposited in the dumpsters located outside of the buildings. Recycling bins are located at two of the trash sites. Items that do not fit in the dumpster shall not be left on the ground. Bulk trash such as old furniture and hazardous waste can be brought to the municipal landfill for disposal. The Association will also periodically provide a bulk refuse dumpster. Notice will be provided when this occurs. No household furniture, bulk items, etc., will be

discarded in the dumpsters or outside anywhere throughout complex. Offending items will be removed at Unit Owner's expense and subject to \$50 fine.

Water and Sewage

Water for your unit is included in your monthly maintenance fee. Sewage is provided by the City of Waterbury and is also included in your monthly maintenance fee.

Landscaping

Original shrub, foundation, ground cover or flower planting will be maintained by the Association. Extra planting by Unit Owners is allowed provided a request for approval is submitted in writing to the board. Unit Owners may only plant in the Common Elements directly adjacent to their Unit.

Snow Removal

The contractor will attend to every snowfall exceeding one inch. Due to the increasing severity and unpredictability of our winters snow removal contracts are bid annually. Snow removal will be done in accordance with the current contract. Please ensure that you have registered with the property management company, as this information will be communicated continually throughout the winter as needed. This communication will also entail the Unit Owner's snow removal responsibilities; which may change each year according to the contract.

The contractor will remove snow from Common Elements at a point, when either the snow has stopped falling, or when a large amount has accumulated. Please cooperate with the contractor by moving your cars when they are here to plow. This will allow them to give you the best service possible. Unit Owners are responsible for clearing their decks, patios, and steps.

Fines

Should a Unit Owner violate any of these Rules and Regulations a written warning will be provided. Should a Unit Owner receive a written warning and continue to violate the rule a notice to appear at a hearing before the Board of Directors will be provided. If a Unit Owner is found to have committed the violation a \$50 fine will be assessed each day the violation remains in an unresolved state. No fine shall exceed \$500 for a first time offense. No subsequent fine shall exceed \$1,000.

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LEASE FILING FEE

A policy for leasing and renting units was adopted by the Board of Directors on TBD.

Legal counsel has advised the Board of Directors that it is reasonable for the Association to request census data (i.e. names of occupants and lease data) at the time of the initial unit lease or rental agreement **and each subsequent year**.

The Board of Directors has resolved the following:

- Unit owners leasing or renting units subsequent to November 1, 2017 are subject to the provisions of the *Notice and Offer to Lease* and *Tenants Certificate of Occupancy* and by reference made part of this policy.
- Unit owners at least fifteen (15) days prior to the start of a lease or rental must submit to the Board of Directors census information and required leasing documentation. This includes a completed and signed *Notice and Offer to Lease* and *Tenants Certificate of Occupancy* form, a signed copy of the lease between the unit owner (Landlord) and tenants that complies with First Oronoke Association documents.

Owners are required to contact management to obtain the Notice and Offer to Lease form and Tenants Certificate of Occupancy form.

Right To and Notice of Hearing

Upon discovery of a violation, a letter will be mailed to the Unit Owner of the offending Unit requesting their presence at the next Board meeting. For vehicles observed violating traffic rules established in this book, the registered owner of the vehicle will be liable. For guests, the Unit Owner who is hosting the guest will be liable. The Unit Owner will have an opportunity to refute the violation based on evidence provided.

First time offenses, depending on severity, may not be required to attend a Notice of Hearing but will instead receive a warning letter to correct the violation. Once the Unit Owner has an opportunity to present their arguments and evidence against the violation, the Board of Directors will vote in Executive Session. The outcome will be either to assess a fine or to rescind the violation. In the event a fine is levied, the Board, at their sole discretion, may allow for a short period of time to correct the violation with no additional fine accrual. All matters that are voted on by the Board are considered final and adjudicated.

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Maintenance Standards

1. Unit interior temperature must be maintained at a minimum 55 degrees during the months of November through March. Any damage resulting from heat being off or set too low is the responsibility of the Unit Owner.
2. Burst proof hoses shall be installed on your clothes washing machine.
3. There is a mandatory chimney inspection and cleaning program. All units with wood burning fireplaces must have a chimney/flue inspection every year. The Association will hire a contractor to perform the inspection. All work will be completed by a properly licensed and insured contractor following all applicable local building codes. The expense of cleaning and repairs is the responsibility of the Unit Owner. Unit Owner's shall provide the Association with access to the Unit for chimney inspection on or before **September 30th** of each year that the inspection is due. Unit Owner's shall provide the Association with a certificate of work completion by **October 31st** of each year if the yearly inspection determines that work or cleaning is necessary. A failure by the Board of Directors to hire a contractor to inspect and clean the chimneys annually shall not relieve the Unit Owners of responsibility. In such cases each Unit Owner is responsible for having his or her chimney inspected and cleaned by a licensed and insured contractor.
4. Dryer vents will be cleaned every **two** years, with each even numbered year as the designated deadline to submit documentation that an inspection and cleaning was performed. Therefore October 31st 2018 will be the next deadline date. October 31st 2020 will be the next due date and so forth. Each Unit Owner is responsible for the cost of inspecting, cleaning, maintaining, repairing and replacing Dryer Vents. Inspections and repairs need to be performed by a properly licensed and insured contractor following all applicable local building codes. Unit Owner's shall provide the Association with a certificate of inspection completion by September 30th of each year the inspection is required. Unit Owner's shall provide the Association with a certificate of work completion by **October 31st** of each year if the yearly inspection determines that work or cleaning is necessary.
5. The use of charcoal or solid fuel grills is prohibited. Each Unit Owner having a gas fueled grill needs to ensure that it is in safe working condition and is operated safely not limited to: providing not less than 3 feet between the exterior surfaces of the grills and any combustible material and that gas supply to the grill be in the closed position when the grill is not being used. The use of propane gas grills on decks that are not accessible from the outside is prohibited.

CT State Fire Code shall supersede any provision of the Association's Documents including these maintenance standards. Each Unit Owner must comply with the CT Fire

Code. Please review the substantial Fire Code Amendments effective in 2015 which affect CT Common Interest Communities such as ours.

6. No running spigots may be left unattended or allowed to cause overflows.
7. All leaky pipes, valves and toilets inside your Unit should be repaired immediately.
8. Smoke detectors must be in place and working on each floor and in sleeping areas.
9. Snow, leaves and debris must be removed from unit patios and balconies.
10. Heat and Electricity must be maintained in vacant units. Take care to keep flammable objects, curtains and furniture away from the baseboard heating units.
11. Satellite dishes must not be mounted on decks, porches, air conditioning units or roofs of buildings. In order to install a satellite dish you must know the location of installation and submit a request for board approval. The request must include the name of the Unit Owner, the Unit number, mounting location and the contact information for the provider. Unauthorized satellite dishes will be removed at the cost of the Unit Owner.
12. A Unit Owner may display holiday decorations on the Limited Common Elements as long as they are removed within three weeks of the holiday.
13. Water heaters must be replaced within ten years of the manufacturer's warranty expiration date (*identified by the heaters serial number*).
14. There shall be no storage of combustibles or hazardous materials (including but not limited to gasoline, propane tanks, etc.) inside Units, garages, or other enclosed spaces.
15. Unit Owners are responsible for notifying all residents, occupants, guest, tenants and/or invitees of their Unit of these rules and guidelines. Compliance with the Maintenance Standards outlined herein is the responsibility of the Unit Owner. For the purpose of interpreting and applying these Maintenance Standards, where the context requires, the term "Unit Owner" shall also include any tenant, occupant, guest, and invitee of the Unit.
16. All maintenance, inspections, and repairs to Units must be done by licensed and insured contractors. The contractor must obtain permits for work where required by the municipality.
17. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the

Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

18. **Unit Owner Responsibility for Cost Incurred Due To Failure to Comply with These Maintenance Standards.**

Each Unit Owner shall be responsible to pay all damages and costs incurred by the Association to repair any damage to their Unit, any other Unit or any Common Element as a result of the Unit Owners failure to comply with these Maintenance Standards in accordance with the Declaration.

19. Failure to comply with the inspections and cleaning of dryer vents and wood burning chimneys will result in a warning notice 15 days past the due date, and fines of up to \$50 per day after the due date delivered on the certified mail notification for non-compliance.