

## EXHIBIT D

### RULES OF WESTVIEW VILLAGE CONDOMINIUM ASSOCIATION

In addition to the other provisions of the By-Laws, the following Rules, together with such additional Rules as many hereafter be adopted by the Executive Board, shall govern the use of the Units located within the Common Interest Community and the conduct of all residents thereof.

All of the restrictions, limitations and obligations of members as provided in the Declaration of Common Interest Community and By-Laws are incorporated herein by reference but not by way of limitation.

All present and future Unit Owners, mortgagees, lessees and occupants of the Units and their employees, and any other person who may use the facilities of the Common Interest Community in any manner are subject to the Declaration, the By-Laws, these rules and the Certificate of Incorporation of the Association, conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the Declaration, the By-Laws, these Rules and the Certificate of Incorporation of the Association, as amended from time to time, are accepted, ratified and will be complied with.

- 1.) Use No part of the Common Interest Community shall be used for other than single family residential housing and purposes for which the Common Interest Community was designed. No Unit shall be used other than as a place of residence. Any lease or rental agreement for any Unit shall be in writing, shall be subject to the terms and provisions of the Instruments, and shall not be for a term of less than one (1) year.
- 2.) Use - General Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the Common Interest Community.

The Common Elements shall be kept free and clear of rubbish, debris, children's toys, furniture and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner by any Unit Owner, occupant, their children, guests or pets.

All trash shall be placed inside of designated trash receptacles provided by the Association. Unit Owners are responsible for the actions of their children and guests when disposing of trash, to assure that such is placed inside of the trash receptacle and not on the ground. Occupants are responsible for the removal of trash from their Units to the designated trash receptacles. No large pieces of furniture, carpets, tires, or appliances are to be disposed of in trash receptacles.

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. Unit Owners shall not erect or cause to be erected any outdoor clotheslines of any type.

No ball playing or other sports activities shall be permitted on the lawns or Common Elements, except in such areas so designated by the Executive Board.

No firearms, B. B. guns, pellet guns, bows and arrows, slingshots or any other devices or substances which may be harmful to people or pets shall be fired, thrown or otherwise propelled in any area of the Common Interest Community.

Water closets and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Executive Board.

There shall not be kept in or near any Unit, garage, carport, or storage area any flammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

- 3.) Cleanliness Each Unit Owner shall keep his Unit and any Limited Common Elements to which he has sole access in a good state of preservation and cleanliness-including \_\_\_\_\_ and maintenance of windows and doors.
- 4.) Obstruction of Common Elements There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements.
- 5.) Occupation, Signs, Transients No industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise (except for home professions without employees, regular visits from the public, or delivery trucks) designed for profit, altruism or otherwise, shall be nor shall an "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit, nor shall any Unit be used or rented for transient, hotel, or motel purposes.
- 6.) Recreation Equipment Except in areas designed as such by the Executive Board, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, garden paraphernalia, vehicles, benches or chairs on any part of the Common

Elements except that balconies and patios can be used for their intended purposes. As storage permitted by Unit Owners in areas designated by the Executive Board shall be at the Owner's risk.

- 7.) Personal Property, Trash, Rugs, Mops and Storage Areas No garbage cans, trash containers or any other obstructing personal property shall be placed on any roadway or walkway. No garbage cans or trash containers shall be placed on front porches, balconies or patios, nor shall clothes, blankets, laundry or other articles be hung from windows or be exposed on balconies or patios or placed upon the windowsills except that patio furniture and other furnishings may be permitted on balconies and patios. Nor shall any rugs or mops be shake or hung from or on any of the windows, doors, balconies or patios. No accumulation of rubbish, debris or unsightly material will be permitted in the Common Elements except in designated trash receptacles provided by the Association, nor shall the Common Elements be used for the general storage of personal property. No clothes shall be hung or dried outside of the Units in the Common Elements.
- 8.) Exterior Appearance Unit Owners shall not paint, stain or otherwise change the color of any exterior portion of any Unit or buildings; nor shall any alterations be made to the exterior of any Unit or building without prior written consent of the Executive Board. Nothing within the Common Elements shall be altered, constructed or moved.
- 9.) Exterior Enclosures No balcony or patios all be enclosed or covered by any awning or otherwise enclosed, without written approval of the Executive Board
- 10.) Interior Changes and Alterations No interior structural changes or alterations shall be made in any Unit, except as provided in the Declaration, and with permission by the Executive Board.
- 11.) Children, Guests, and Pets Unit Owners shall be held responsible for the actions of their children, their gusts and their pets, and are financially responsible for damages caused by the actions of the aforementioned.
- 12.) Animals and Pets No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that one dog, one cat, or one other household pet, approved by the Executive Board may be kept in Units, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance of unreasonable disturbance or noise shall be permanently removed from the Common Interest Community subject to these restrictions upon three (3) days' written notice from the Executive Board. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash. All pet owners are responsible for cleaning up their pets' waste and of removing same from the Common Elements and Limited Common Elements.

- 13.) Disturbances No noxious or offensive activity shall be carried out in any Unit, or in 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 other occupant shall make or permit any disturbing noise in the buildings by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, or radio in the premises at such a high volume or in such other manner that it shall cause unreasonable disturbance to other Unit Owners.
- 14.) Electrical Devices and Appliances No electrical devices or appliances creating unusual electrical overloading may be used. In the Units without prior written consent from the Executive Board.
- 15.) Compliance with Law Unit Owners shall comply with and conform to all applicable laws of the State of Connecticut and all by-laws, ordinances, rules and regulations of the Town and Borough of Watertown and shall save the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violations thereof or noncompliance therewith. The use of the Units shall be consistent with existing laws and these restrictions, so long as such use does not constitute a nuisance.
- 16.) Insurance, Waste Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- 17.) Fire Insurance Rules Unit Owners shall comply with the rules and regulations of the Connecticut State Fire Marshall and local fire officials and with the rule and regulations contained in any fire insurance policy upon said building or the property contained therein.
- 18.) Fires and Accidents Damage by fire or accident affecting any Unit or the Common Elements or potentially affecting any liability of the Unit Owners or the Association will be promptly reported to the Executive Board immediately following the occurrence thereof.
- 19.) Complaints Any complaint regarding the Common Interest Community, the management of the Common Interest Community or regarding actions of other owners or occupants of Units shall be made in writing to the Executive Board.
- 20.) Association and Management Employees No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any of the employees of the

Association or the management company, nor shall he attempt to send any such employees upon private business of such Unit Owner or occupant.

- 21.) Payments of Common Charges If a Unit Owner, contrary to the provisions of the By-Laws, at his own risk pays his monthly charge directly to an employee of the Management Company, the employee will endeavor to mail or otherwise forward a receipt for such payment turned over to him, but the Association and the Management Company accept no responsibility for the matter.
- 22.) Motor Vehicles - General All persons shall comply with Connecticut State laws, Department of Motor Vehicle regulations, and applicable local ordinances on the roads, driveways and property.

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 seventy-two (72) hours. Construction and management vehicles not registered will be identified by a special pass card.

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.

Any vehicle must be operable, registered with the manager and be properly registered pursuant to State statute in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

The speed limit on the driveways is fifteen (15) miles per hour.

Snowmobiles, off-road vehicles including trail bikes 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 wheelchairs 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 public highways of the state. Motor vehicles may be not disassembled, repaired, rebuilt, painted or constructed on the property.

Vehicles may not be parked in such a manner as to block access to garbage, 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 vehicle is registered. In addition, fines may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and

Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

The following types of vehicles are prohibited in the parking areas or drives in excess of eight (8) hours except for temporary loading or unloading, following which the vehicle must be removed from the property for at least sixteen (16) hours; commercial vehicles carrying a sign advertising a business; trucks, vans and vehicles having a capacity of three-quarter ton; trailers of any kind; recreational vehicles and boats; motorcycles; 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. The Executive Board may provide special parking areas and permits for boats and recreational vehicles as space is available and provided said vehicles and boats are properly registered as provided herein.

- 23.) Soliciting Soliciting of Unit Owners for any purpose is forbidden without the prior written consent of the Executive Board.
- 24.) Consents or Approvals Any consent or approval given under these rules may be added to, amended or repealed at any time by resolution of the Executive Board.
- 25.) Prior Written Approval Prior written approval must be secured from the Executive Board for anyone to do anything contrary to these Rules.
- 26.) Amendments Right is specifically reserved to the Executive Board to rescind, change, interpret or amend the foregoing Rules and to adopt such other rules as from time to time the Executive Board may deem necessary as set forth in the Declaration and By-Laws.
- 27.) Application The foregoing rules shall apply to Unit Owners who occupy their unit as well as to occupants of non-owner occupied Units.
- 28.) 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. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted area will be only with representatives of the Declarant.