

DEERWOOD HILLS CONDOMINIUM ASSOCIATION, INC.

AMENDMENT TO RULES
PROHIBITION OF DOGS

The Initial Declaration of Condominium by the Declarant was recorded in Volume 1800 at Page 175 of the Waterbury Land Records. The Condominium Rules Concerning Dogs are hereby amended as follows:

Prohibition of Dogs. Dogs are prohibited from all portions of the Condominium Property including Units. This means no dogs are allowed to be kept on any portion of the Condominium for any reason for any period of time including visits. Notwithstanding, any Owner or occupant of a Unit that presently has a dog may continue to keep said dog on Condominium Property subject to strict compliance with all of the following conditions:

1. Any such dog shall be properly licensed by the Town Clerk and shall maintain a current Town Clerk license at all times. The Town Clerk issued dog tag shall be attached to the dog at all times.
2. Any such dog shall be registered with the Property Manager within 60 days of the effective date of this Amended Rule. The registration with the Property Manager shall include: the name of the dog, a picture of the dog and a copy of the Town Clerk current dog registration. The registration shall also include evidence that the Unit Owner and/or occupant has separate insurance to cover any liability that may result due to keeping a dog on any portion of the Condominium Property.
3. Any such dog properly registered with the Condominium Association shall not be replaced if the dog dies or is removed from the Condominium Property for more than 14 consecutive days for any reason. There shall be no right to have a different dog or a replacement dog. It is the intention of the Condominium Association to prohibit all dogs at the earliest possible date; subject only to this exemption for dogs presently kept on Condominium Property.
4. A dog needed due to a genuine disability or health need may be approved by the Association following appropriate application and certificate of need.

Approved by the Executive Board on this 7 day of FEBRUARY 2011.

DEERWOOD HILLS
CONDOMINIUM ASSOCIATION, INC.

BY Carl Vecca 2/7/2011
CARL VECCA, Its President
Duly Authorized

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Covid

Deerwood Hills Condominium Association, Inc.
Deerwood Lane – Waterbury, CT 06704

March 7, 2014

Unit Owner/Tenants
Deerwood Lane
Waterbury, CT 06704

Dear Deerwood Hills Unit Owners and Tenants,

The Deerwood Hills Condo Association Board is dedicated to the well being of all residents of Deerwood Hills, both owner occupied units and rental unit occupants. Sometimes decisions are made that you might not agree with, but be rest assured these decisions are not taken lightly. Actions are taken for the overall financial health and well being of Deerwood Hills residents.

One of the largest financial hurdles the Board has had to overcome the past few years is a doubling of our insurance premiums. Our insurance protects all residents and owners from common area property and personal damage including lawsuits from slip and falls or dog bites. Some of which have been frivolous in the past. These frivolous lawsuits go on Deerwood Hills loss history report whether they pay out or not which increases the insurance premium and results in higher monthly common fees

The Board has taken a proactive stance instead of being reactive to curb expenses. The following steps have been and will continue to be or are being implemented to address all cost.

1. Unit inspections. The Board put a list of items together to be annually inspected to insure the safety of all residents. Items included working smoke detectors, water heaters and braided steel washing machine hoses to prevent unintended water damage and dryer vent hoses.

Action to be taken: All unit owners are required to contact the following person to schedule your inspection. Please do this before April 1, 2014.

Wayne Gugliemetty
Riverside Home Improvement
203-233-3222

2. Dryer vent fires are far too common resulting in structure damage and even loss of life. Almost every dryer vent in Deerwood was installed when the buildings were built 25-30 years ago. These plastic vents cannot be properly cleaned. In many cases the plastic has holes which is allowing moisture and lint to escape into the walls causing a fire hazard. Per Connecticut State law, all venting is the responsibility of the unit owner.

Action to be taken: All units are required to replace the plastic vent with a "stovepipe" steel vent by July 1st. Any unit that has not at least scheduled the dryer vent to be replaced with steel pipe by that date is subject to The Board scheduling the replacement on their behalf and the unit owner will be assigned a special assessment to cover the cost for that unit. Unit owners can have any licensed and bonded company do the work. However that will require a second inspection. The following person is very familiar with Deerwood and dryer vent piping in condos as he just completed a 158 unit complex in Waterbury. End units can be done for around \$500. Middle units will be generally much less than that.

**Dan Westbrook & Son Home Improvement
860-620-7885**

Other projects planned for this summer include a complete repaving of the parking lot for building 55. This includes the parking area in front of the garages to be graded away from the garages so as to eliminate water from entering the garages during heavy rains and to eliminate ice in front of the garages in the winter. Considering the cost of this project, it is unclear if any other parking lots will be repaved this year. However all potholes will be repaired as soon as weather permits.

Landscaping, tree trimming or removal will continue as the budget allows. Decks that were not painted last year will be done as soon as weather allows. Other maintenance items will be addressed on an as needed basis.

As a reminder, the follow are some guidelines and policies in place in Deerwood:

1. No Satellite Dishes are allowed unless approved by The Board first.
2. No dogs allowed unless they meet Deerwood Hills By-laws (1 dog no more than 20 inches tall at the shoulder and of gentle disposition) and were registered with G&W before Jan. 1, 2013. This applies to every unit whether owner occupied or renter occupied regardless of the lease agreement.
3. **All rental units are required per the By-Laws to provide a current copy of the rental agreement/lease for every new Tenant.**
4. No open flames of any kind. Gas grills may be stored next to the building when cold and not in use. If the grill is turned on, it must be pulled away from the building to prevent melting of the siding.
5. The Board has set up a Neighborhood Watch program. Please contact G&W if you are interested in being a member.
6. **If your Unit is vacant during the winter months you are required per the Maintenance Standards to keep the heat on in the Unit. If you fail to do so the Association will have it turned on and bill the entire and any extra costs back to the Unit.**

Lastly, as your Board President, I am very disappointed that so few unit owners participate in our community. Our meetings are on the 3rd Monday of every month at G&W for 6:30. The meetings are open to all. Please come and participate. We are here to make Deerwood Hills a great place to live. We value your opinion, but we don't know what it is unless you attend!

Respectfully,

Mike Keene
Board President
45-1

EXHIBIT C

RULES OF

DEERWOOD HILLS 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, and garages are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration.

✓ 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 the 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 situations 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 which 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 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 other than garbage and trash in the appropriate storage containers is prohibited.

✓ 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 nuisance, 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, vans and commercial vehicles exceeding ~~three-quarter tons~~, trailers, recreational vehicles, motorcycles and boats 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 or articles other than holiday decorations and 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 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, comfort 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, electronic device 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 Waterbury. 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

[REDACTED] no more than one cat, or other household pet may be kept. All pets must be approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbances 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 ~~or cat~~ be permitted in any portion of the Common Elements unless (carried or) on a leash. No [REDACTED] cats 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 pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity. Pet droppings and the proper disposal thereof shall be the responsibility of each Unit Owner. Failure to remove pet droppings from the Common Areas will result in automatic fines up to the limit authorized in the governing documents. Repeated violations by a Unit Owner to properly tether pets or to dispose of their pet droppings will cause a forfeiture of the Executive Board's permission to keep a pet.

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 will 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 72 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 72 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. Any vehicle must be registered in order to park permanently on the premises. A Unit Owner owning a garage must garage one of his or her vehicles overnight in his or her garage and not in an outside space. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or 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 driveways, is five 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. Motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed 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 vehicle is registered. In addition, a \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

✓ 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 vehicle must be removed from the Property for at least 16 hours; ~~commercial vehicles~~ carrying a sign advertising a business; trucks, vans and vehicles having a capacity of more than (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.

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

Section 9.2 - 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 9.3 - Recreational Use of Common Areas. The Common Areas are limited in their ability to support recreational activities by Unit Owners, their children, guests and invitees. Recreational activities in close proximity of the Units and in other parts of the Common Areas is prohibited if it creates a nuisance or interferes with the peaceful enjoyment of other Unit Owners.

✓ Section 9.4 - Unit Owner's Personal Property in Common Areas. Immediately outside every door of each Unit are Common Areas of the Common Interest Community. No Unit Owner has an exclusive right to the use of such areas. Personal items such as children's toys, bicycles, furniture, barbecue grills and other items may be enjoyed in the common areas but not stored. Barbecue grills may only be stored outside Units on the stoop to the rear entrance way to the Unit provided it does not create a safety hazard. Furniture, children's toys and other personal items must not be left outdoors overnight. They must be stored inside Units. Bicycles, while not in use, must be stored in Units or, if provided, outdoor bicycle racks. Particular attention must be made to walkways, driveways and the parking lots. In regard to such areas and the recreational use of the Common Areas, they should always be kept free so as not to interfere with pedestrian and vehicular traffic.

Deerwood Hills Condominium Association, Inc.
c/o G&W Management, Inc.
P.O. Box 879
Watertown, CT 06795

DECK/PORCH POLICY

1. Per the association's documents, the repair, maintenance, replacement, painting, etc. of decks/porch's is the unit owner's responsibility.
2. Any deck/porch modifications, new construction, replacement construction, etc. must be submitted to the Board of Directors for approval before work can be started.
3. Both the management company and the Board of Directors will perform regular property inspections. If your deck/porch requires maintenance/painting, etc., you will be notified via the association's policy as stated below:
 - First notice of the violation will be issued to you.
 - A second notice of the violation will be issued to you if the violation is not corrected.
 - A third notice of the violation will be issued to you requesting your presence at the next scheduled Board of Directors Meeting.
 - After review by the Board of Directors, a resolution will be prepared and issue to you.
 - If the violation continues after the resolution has been issued to you, you will be fined twenty-five (\$25.00) dollars per occurrence until the violation is corrected.
 - Each owner will be given an opportunity to resolve their violations. Thank you in advance for your cooperation and understanding. Also, as a reminder owners must get Board Approval before making **any outside** modifications.
4. For your convenience we have listed below the association's deck/porch building specifications/guidelines.
 - Deck building at Deerwood Hills must be approved by the Board of Director after receiving a request and two copies of a sketch or outline of the proposed deck. The Board of Directors will review the request at the next monthly meeting. One copy of the sketch or outline will be kept on record for future reference.

- Dimensions:
- Center Units –8'x16' (or length between privacy walls, not to exceed 8'x16'). Front End Units—Dimensions vary slightly due to area provided for deck.
- Natural pressure-treated wood only. The only colors permitted are deck gray, walnut stain, redwood stain, hunter green.
- Deck must not exceed shortest privacy wall, and may not have any additional parts extending upward beyond railing height.
- No lattice may be used above deck flooring.
- Deck railings must be the straight 1'x1' slat variety. Deck railing height (from deck floor) shall not exceed 38'x40'.
- Sonic tubes (cement footings) must be at least 3 ½ feet deep.
- It is advised that residents contact the town clerk to check on possible power lines or obstructions that may be dangerous when digging for a deck.
- Any alternation, removal, or change to exterior of unit, privacy wall, or landscaping must be submitted for consideration by the Board.
- Decks created by unit owners are the responsibility of the unit owner. This includes maintenance, waterproofing, and general care of decks.

Deerwood Rules/Regs.

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

1215 Thomaston Ave.
Waterbury, CT 06704

March 2005

Deerwood Hills Condominium Association
Deerwood Lane
Waterbury, CT 06705

RE: Deck/Porch Policy

1. Per the association's documents, the repair, maintenance, replacement, painting etc of decks/porch's is the unit owner's responsibility.
2. Any deck/porch modifications, new construction, replacement construction etc must be submitted to the Board of Directors for approval before work can be started.
3. Both the management company and the Board of Directors will perform regular property inspections. If your deck/porch requires maintenance/painting etc you will be notified via the association's violation policy as stated below:
 - First notice of the violation will be issued to you.
 - A second notice of the violation will be issued to you if the violation is not corrected.
 - A third notice of the violation will be issued to you requesting your presence at the next scheduled Board of Directors Meeting.
 - After review by the Board of Directors, a resolution will be prepared and issued to you.
 - If the violation continues after the resolution has been issued to you, you will be fined twenty – five (\$25.00) dollars per occurrence until the violation is corrected.
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1215 Thomaston Ave.
Waterbury, CT 06704

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 - Dimensions:
 - Center Units - - 8' x 16' (or length between privacy walls, not to exceed 8' x 16'). Front End Units - - Dimensions vary slightly due to area provided for deck
 - Natural pressure - treated wood only. The only colors permitted are deck gray, walnut stain, redwood stain, hunter green.
 - Deck must not exceed shortest privacy wall, and may not have any additional parts extending upward beyond railing height.
 - No lattice may be used above deck flooring
 - Deck railings must be the straight 1' x 1' slat variety. Deck railing height (from deck floor) shall not exceed 38' x 40.'
 - Sonic tubes (cement footings) must be at least 3 ½ feet deep.
 - It is advised that residents contact the town clerk to check on possible power lines or obstructions that may be dangerous when digging for a deck.
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 - Decks created by unit owners are the responsibility of the unit owner. This includes maintenance, waterproofing, and general care of decks.

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1215 Thomaston Ave.
Waterbury, CT 06704

DEERWOOD HILLS CONDOMINIUM ASSOCIATION **DEERWOOD LANE** **WATERBURY, CT 06705**

RE: POLICY REGARDING ISLAND PLANTING BEDS IN FRONT OF UNITS

1. The association will maintain the planting bed in front of a unit, including planting and replacement of shrubs and trees and weeding.
2. The island planting beds will be red cedar mulch
3. Unit owners may plant annual and/or perennial flowers and small green plants or shrubs at their expense, owners will be responsible for watering items planted.
4. The association will be responsible for trimming, removal and replacement, when determined by the Board, of the larger maple/fruit trees in center of the islands
5. The planting beds will only contain greenery, a tree in some cases, and flowers
Items not acceptable include but are not limited to:
 - Bird feeders and bird baths
 - Statues
 - Fencing
 - Decorations or plants – nothing hanging from tree branches
 - Flower pots
 - Flags from trees or from a mast in the ground

Assistance from the owners in weeding and mulching would be appreciated

Addendum: The Board will provide a bag or two of cedar mulch if Real World is called with name, unit #, and phone number. A Board member will deliver at your convenience. Thank you.

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

1215-3 Thomaston Avenue
Waterbury, CT 06704

Deerwood Hills Condominium Association

Guidelines for Installing a Vent Free Stove An Alternative Source of Heat

- A. An application and approval agreement form must be requested from the association (Real World), both forms will be completed and then submitted to the Board of Directors for approval.
- B. The Board of Directors will schedule a hearing for all unit owners in your building to hear all concerns, etc.)
- C. If accepted, the approved (signed) application will be returned to the unit owner.
- D. The unit owner will then request from the City of Waterbury, a permit to install the vent free stove.
*A copy of this permit must be sent to the association before any work can be started.

E. Installation (Unit Owners Responsibility)

- 1. Installation will be completed by a licensed technician, who must request the proper permits for job from the City of Waterbury.
- 2. Inspections -
 - a) Fire Marshall
 - b) Heating & Cooling Inspector
 - c) Plumbing Inspector - in some cases this inspector will not be needed
 - d) Insurance
 - e) Interior conditions for L-P/vent free fireplaces

F. Stove Requirements:

- 1. AGA certified and recognized by fire marshal
- 2. Oxygen detection sensor/CO sensor
- 3. 2-C/O detectors - one on main level - 1 on bedroom level
- 4. Piping will be black iron only
- 5. Require piping to be tested at 50 lbs. pressure and hold for a period of 24 hrs. minimum

REAL WORLD II, LLC

Bus: (203) 755-1519
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1215-3 Thomaston Avenue
Waterbury, CT 06704

- 6. Gas detectors
- 7. Propane bottle UL approved
- G. Completion - Upon installation completion, the unit owner must send to the association a copy of all permits that have been signed/approved by all city inspectors and the completed (signed) original application stating that the vent free stove system has all of the requirements.
- H. Approval Agreement - The original approval agreement will then be filed in the City of Waterbury land records. The legal costs to do this will be at the owners expense.

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

1215-3 Thomaston Avenue
Waterbury, CT 06704

DEERWOOD HILLS CONDOMINIUM ASSOCIATION VENT FREE STOVE AGREEMENT

1. This agreement for the installation of a vent free stove is between Deerwood Hills Condominium Association and _____, owner of unit number _____ on this _____ day _____, year _____.
2. I, _____ owner of unit: _____ agree to follow all guidelines issued to me by Deerwood Hills Condominium Association pertaining to the installation of a vent free stove.

Signed: _____
Owner

Date: _____

Subscribed and sworn to before me the _____ day of _____, year _____.

Notary Public
My Commission Expires: _____

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

1215-3 Thomaston Avenue
Waterbury, CT 06704

DEERWOOD HILLS CONDOMINIUM ASSOCIATION VENT FREE STOVE APPLICATION

PART I

1. Unit Number: _____
2. Unit Owner: _____
3. Owner's Mailing Address: _____

4. Owner's Phone Numbers-Home: _____ Office: _____
5. Date Application Submitted: _____
6. Scheduled Date/Place of Hearing: _____
7. Application Approved: _____ Rejected: _____
8. Date of Approval or Rejection: _____
9. Authorized by Board of Directors: _____

President

Vice President

Secretary

Treasurer

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

1215-3 Thomaston Avenue
Waterbury, CT 06704

PART II

1. Date Installation Completed: _____
2. Owners signature verifying that all permits have been signed/finalized and are attached:

Owner

Date

3. Date sent to association: _____
Date

4. Date reviewed by the Board of Directors and approved:

Date

5. Date sent to the City of Waterbury Land Records: _____
Date

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

560-9 Chase Avenue
Waterbury, CT 06704

May 29, 2002

Deerwood Hills Condominium Association
Deerwood Lane
Waterbury, CT 06704

RE: Rule/Regulation Regarding Vehicle Washing

Dear Resident,

On April 15, 2002, the Board of Directors voted to add a new rule prohibiting car washing. The major reasoning behind the ban was that every individual should assume their own car washing expenses. In other words, every time someone washes their car, it directly affects everyone in the building through the water/sewer fees which are paid quarterly by each unit owner.

The rule is effective immediately. Violators will be given a warning via the association's violation policy. Attached you will find the new regulation which needs to be added to your documents.

The board wishes to thank those owners who responded. The board made this decision based on the good of the entire complex; and everyone's cooperation is expected and appreciated. Thank you again.

Sincerely,

BOARD OF DIRECTORS

REAL WORLD

/ps

Article II Section 2.7 Vehicle Washing

The washing of any vehicle on the common areas (driveways, general parking areas, entranceways, etc.) is prohibited at all times.

Deerwood Hills Condominium Association, Inc. Rules for Installation of Antennas

35. Amendment to Article II Rule D

Now therefore, the Association adopts the following rules and regulations for the Community, hereinafter referred to as the "Rules", which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heir, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the subject matter.

A. Definitions

1. Antenna – any device used for the receipt of video programming services, including direct broadcast satellite ("DBS"), television broadcast, and multipoint distribution service ("MDS"). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
2. Exclusive-use area – limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in Article VI and Section 6.1 of the declaration of the community.
3. Mast – the structure to which an antenna is attached that raises the antenna height.
4. Owner – any unit owner. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the unit owner to install antennas.
5. Telecommunications signals – signals received by DBS, television broadcast and MDS antennas.
6. Transmission-only antennas – any antenna used solely to transmit radio, television, cellular, or other signals.

B. Installation Rules

1. Antenna Size and Type (18"-20")

- a. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
- b. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
- c. Antennas designed to receive television broadcast signals, regardless of size, may be installed.
- d. Installation of transmission-only antennas are prohibited.
- e. All antennas not covered by the FCC rules are prohibited.

2. Location

- a. Antennas must be installed solely in the owner's unit or on individually-owned property or exclusive-use area, as designed in Article V.A(2) of the Declaration.
- b. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
- c. Antennas must not encroach upon any general common element, any other owner's individual unit or limited common element, or the air space of another owner's limited common element.
- d. Antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible; provided, however, that nothing in this rule shall require installation in an exclusive use area where an acceptable quality signal cannot be received. This section does not permit installation on common property, even if an acceptable quality signal cannot be received from an individually-owned or exclusive area.

3. Installation of Exclusive-Use Areas

- a. Antennas shall be no longer nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- b. All installations shall be completed so they do not materially damage the common elements, limited common elements, or

individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.

- c. Any professional installer shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - i. Contractor's General Liability (including completed operations): \$1,000,000.
 - ii. Workers Compensation: Statutory Limits.
 - iii. The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Community residents and personnel.
- d. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
- e. There shall be **"no penetrations"** to the exterior of any buildings. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation: maintenance or use:
 - i. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a whole through the glass pane.
 - ii. Devices, such as ribbon cable, cable which permit the transmission of telecommunications signals into a residence through a window or door **without penetrating the wall;** or
 - iii. Existing wiring for transmitting telecommunications signals and cable services signals.

4. Maintenance

- a. Owners who contract to install or professionally maintain antennas are responsible for all associated costs, including but not limited to:
 - i. Place (or replace), repair, maintain and move or remove antennas;

- ii. Repair damage to any property caused by antenna installation, maintenance or use;
 - iii. Pay medical expenses incurred by persons injured by antenna installation, maintenance or use;
 - iv. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
 - v. Restore antenna installation sites to their original condition.
- b. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna professional maintenance, repair, and replacement, and the correction of any safety hazard.
 - c. If antennas become detached, owners shall have a professional remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
 - d. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorate.

5. Safety

- a. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit is required for safety reasons.
- b. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of association residents and personnel and safe and easy access to the association's physical plant.
- c. Installations must comply with all applicable codes and minimize the impact to the exterior and structure of the owner's unit.
- d. To prevent electrical and fire damage, antennas shall be permanently grounded.

C. Mast Installation

Not acceptable means of installing antennas.

D. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location. If the owner fails to restore the location, the association may, after notice and hearing, restore the location and charge the cost of the restoration to the owner.

E. Association Maintenance of Locations Upon Which Antennas are Installed

1. **"If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance."** Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.
2. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owner's expense. The Association is not liable for any damage to antennas caused by Association removal.

F. Notification Process

Any owner desiring to install an antenna must complete a notification form and submit to the executive board in care of the manager.

G. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

H. Enforcement

1. If these rules are violated, the Association, after notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable the Association may enforce the rule in any manner permitted by the Connecticut Common Interest Ownership Act or

Declaration of Deerwood Hills Condominium Association. To the extent permitted by the law, the Declaration, or both, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

2. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

I. Affect on Other Rules and Document Provisions

These Rules have been prepared to comply with the regulations of the FCC relating to the limited common elements of the Community. To the extent that the Declaration, the Bylaws of the Associations, or other Rules conflict with these Rules relating to DBS antennas, MDS antennas and antennas designed to receive television broadcast signals, located on limited common elements described in Article 2 (x) and Schedule A of the Declaration, these Rules shall apply. These rules shall not apply to any installations which are not DBS antennas, MDS antennas, or antennas designed to receive television broadcast signals. They shall also not apply to any installation of any type in any portion of the Community which is not a limited common element described in Article 2(x) and Schedule A of the Declaration.

J. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Deerwood Hills Condominium Association
Notification to Install Antenna

Unit Owner Name: _____

Unit Number: _____

Date: _____

Unit Owner Signature: _____

Name of Installation Company: _____

Certificate of Insurance Attached: Yes _____ No _____

Installation Company License Number: _____

Complete Diagram/Blueprint of Installation Attached: Yes _____ No _____

Date Reviewed by Board of Directors: _____

Date Approved: _____

Date Rejected: _____

Reason for Rejection: _____

Note: By signing this agreement, I understand and agree that it is my responsibility to supply the association with certification from a licensed installation company that all of the antenna (dish) is removed and the building/unit is returned to its original state/condition.

REAL WORLD II, LLC

Bus: (203) 755-1519
Fax: (203) 573-9715

560-9 Chase Avenue
Waterbury, CT 06704

February 16, 2001

Deerwood Hills Condominium Association
Deerwood Lane
Waterbury, CT 06704

RE: Payment Policy

Dear All Owners,

Both Real World and the Board of Directors would like to notify all owners what the association's late fee policy is. For those owners who pay their fees on time, we thank you very much. Unfortunately, many unit owners do not pay on time and this puts the association in a difficult position when it tries to meet its financial commitments. The association policy is as follows:

1. Any common fee payment received (postmarked) after the 15th of the month, will have a twenty five dollar (\$25.00) late fee added.
2. Any sewer fee payment received after the thirty days required payment date specified, will have a ten dollar (\$10.00) late fee added.
3. Any account that has over two months of common fees that are past due, will automatically be sent to the association's attorney for collection which will include all legal costs.

Again, both the Board of Directors and Real World appreciate everyone's cooperation in adhering to this policy.

Sincerely,

BOARD OF DIRECTORS

REAL WORLD

/ps

cc: Newsletter File

DEERWOOD HILLS CONDOMINIUM ASSOCIATION, INC.
MAINTENANCE STANDARDS

**SECTION 1 – HOT WATER HEATERS
MAINTENANCE, REPAIR AND REPLACEMENT**

Section 1.1. – Unit Owner Responsibility for Maintenance, Repair and Replacement of Hot Water Heaters: Each Unit Owner shall be responsible for maintenance, repair and replacement of the hot water heater that services their Unit.

Section 1.2. – Mandatory Replacement of Hot Water Heaters: Each Unit Owner shall replace the hot water heater that services their Unit not later than the recommended or rated life use of the hot water heater.

Section 1.3 – Automatic Shutoff. Each Unit Owner shall install an automatic shutoff valve on any new hot water heater installed in his or her Unit.

Section 1.4. – Condominium Association Recommended Vendor: The Association shall maintain a recommended list of one or more vendors that will be available to Unit Owners for maintenance, repair and replacement of hot water heaters. Each Unit Owner may, but is not required, to contract with the recommended vendor for maintenance, repair and replacement of their hot water heaters

**SECTION 2 – CLOTHES WASHER CONNECTIONS AND DISHWASHER
CONNECTIONS; MAINTENANCE REPAIR AND REPLACEMENT**

Unit Owner responsibility for maintenance, repair and replacement of clothes washer and dishwasher connections: Each Unit Owner shall be responsible for maintenance, repair and replacement of clothes washers and dishwashers connections. Washing machine hoses must be steel braided and turned off when the Unit is vacant.

**SECTION 3 – UNIT OWNER RESPONSIBILITY TO MAINTAIN HEAT IN UNIT
DURING WINTER**

Each Unit Owner shall during the winter months (December 1 through April 30) be responsible to maintain heat of not less than 58 degrees Fahrenheit in all living areas contained within the boundaries of the Unit.

SECTION 4 – TOILETS AND PLUMBING FIXTURES; MAINTENANCE REPAIR AND REPLACEMENT; EVIDENCE OF RUNNING WATER AND/OR MOLD

Section 4.1. No running water spigots may be left unattended or allowed to cause overflow. Outdoor water spigots shall be winterized to prevent freezing. All leaky pipes, valves and running toilets must be promptly repaired. Each Unit Owner shall be responsible for maintenance, repair and replacement of plumbing fixtures within their Unit in order to prevent water damage in their Unit and any other Unit. Each Unit Owner shall be responsible to prevent running toilets or other water fixtures in order to avoid excessive water usage costs to the Association.

Section 4.2. – Reporting of Leaks and Mold Conditions. Each Unit Owner acknowledges that serious damage to the common interest community is likely to occur where a leak or other condition of escaping water is identified by the Unit Owner but is not reported to the Association on a timely basis. Accordingly, each Unit Owner shall owe a duty to the Association and the other Unit Owners in the common interest community to report to the Association any leak or other condition resulting in escaped water immediately after identifying any such leak or condition or as quickly thereafter as is reasonably possible. Each Unit Owner shall be responsible to report evidence of mold or conditions that could lead to mold immediately to the Association.

SECTION 5 – LICENSED AND INSURED CONTRACTORS

Any maintenance, repair and replacement activity authorized by the Unit Owner, whether performed in connection with one of the maintenance, repair and replacement standards contained herein or for any maintenance, repair and replacement activity not covered by these standards which relates to the Unit or any Limited Common Element to be maintained, repaired and replaced by the Unit Owner, shall be performed by a contractor which is licensed and insured to at least the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. Upon request made by the Association, the Unit Owner shall provide the Association with documentation satisfactory to the Association with regard to the licensing and insurance maintained by any contractor which performs work on the Unit.

SECTION 6 – SMOKE ALARMS

Each Unit Owner shall be responsible to install and on an annual basis shall be responsible for an inspection of any smoke alarms which serve only his or her Unit. Where batteries are utilized in smoke alarms, batteries shall be replaced by the Unit Owner at least annually.

SECTION 7 – ELECTRICAL CIRCUITS AND OUTLETS

Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit breaker boxes. No single electrical device or assemblage of electrical devices creating electrical overloading of standard circuits may be used.

SECTION 8 – GENERAL STANDARD OF CARE

Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the Units, the fixtures and improvements located within the boundaries of the Units and the Limited Common Elements which the Unit Owners are required to maintain] repair and replace. Each Unit Owner shall be under a duty to use reasonable care to maintain, repair and replace his or her Unit, the fixtures and improvements located within the boundaries of the Unit and the Limited Common Elements which the Unit Owner is required to maintain, repair and replace. It is expected that the Unit Owner will use the same level of care in performing his or her maintenance, repair and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe.

SECTION 9 - UNIT OCCUPANT RESPONSIBILITIES

Each Unit Owner shall be responsible for ensuring that any tenant, guest, invitee or other occupant of the Unit complies with each of the maintenance, repair and replacement standards set forth above. For the purpose of interpreting and applying these maintenance, repair and replacement standards, where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

SECTION 10 - ASSOCIATION RIGHT OF ACCESS TO UNITS

The Association shall have the right to enter Units in order to monitor and enforce these maintenance standards. The Association, except in the case of genuine emergency, shall provide reasonable notice to the Unit Owner in order to request access. The Association right of access may be used during winter months if a Unit appears to be vacant in order to make certain that heat is being maintained in the Unit. If the Unit Owner does not make reasonable arrangements for the Association to access the Unit following such request, the Association may seek a Court order to gain access. Any costs incurred by the Association including reasonable attorney's fees in connection with gaining access to a Unit shall be assessed against the Unit Account of such Unit.

**SECTION 11 – 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 Subsection 19.2(i) of the Declaration.