

**RULES
OF
CHIPMAN ESTATES CONDOMINIUM ASSOCIATION**

TABLE OF CONTENTS

ARTICLE I - Use of Units Affecting the Common Elements

- Section 1.1 - Occupancy Restrictions
- Section 1.2 - No Commercial Use
- Section 1.3 - Signs
- Section 1.4 - Access by Executive Board and Secured Space
- Section 1.5 - Electrical Devices or Fixtures
- Section 1.6 - Trash
- Section 1.7 - Displays in Windows of Units
- Section 1.8 - Painting Exteriors
- Section 1.9 - Cleanliness
- Section 1.10 - Electrical Usage
- Section 1.11 - Satellite Dishes

ARTICLE II - Use of Common Elements

- Section 2.1 - Obstructions
- Section 2.2 - Trash
- Section 2.3 - Storage
- Section 2.4 - Proper Use
- Section 2.5 - Vehicles
- Section 2.6 - Alterations, Additions, or Improvements to Common Elements
- Section 2.7 - Unit Owners Responsibility for Limited Common Elements Maintenance

ARTICLE III - Actions of Owners and Occupants

- Section 3.1 - Annoyance or Nuisance
- Section 3.2 - Compliance with Law
- Section 3.3 - Pets
- Section 3.4 - Indemnification for Actions of Others
- Section 3.5 - Employees of Management

ARTICLE IV - Insurance

- Section 4.1 - Increase in Rating
- Section 4.2 - Rules of Insurance
- Section 4.3 - Reports of Damage

ARTICLE V - Rubbish Removal

Section 5.1 - Deposit of Rubbish

ARTICLE VI - Motor Vehicles

Section 6.1 - Compliance with Law
Section 6.2 - Unregistered Vehicles and Trucks
Section 6.3 - Speed Limit
Section 6.4 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles
Section 6.5 - No Parking Areas
Section 6.6 - Violations

ARTICLE VII - Leasing of Units

Section 7.1 - Restriction on Leasing Units
Section 7.2 - Lease of Units (Renter's Cap)
Section 7.3 - Executive Board Rights Against Lessees

ARTICLE VIII - Rights of Declarant

ARTICLE IX - General Recreation Rules

Section 8.1 - Consent in Writing
Section 8.2 - Complaint
Section 8.3 - Late Charge

**RULES OF
CHIPMAN ESTATES CONDOMINIUM ASSOCIATION**

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. Unit Owners are limited to occupancy by single families. Parking spaces are limited to occupancy by vehicles, excluding boards, boat trailers, campers and camping trailers, off-road vehicles, motorcycles, trucks and unregistered inoperable stored vehicles, all of which may only be kept and stored in areas designated by the Executive Board.

Section 1.2 – No Commercial Use. Except as specifically set forth in the Declaration with respect to home occupations, no industry, business, trade or commercial activities shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any Unit be used or rented for transient, hotel or motel purposes.

Section 1.3 – Signs. No sign of any kind shall be displayed in the Common Elements or from the windows of any Unit, except the following:

- (1) Signs erected by the Declarant in connection with the development of the Property or the construction, sale or rental of Units;
- (2) Directional signs and markings erected by the Declarant or Homeowners Association relating to direction, safety and speed limits of the private roads servicing the Common Interest Community.

Section 1.4 - Access by Executive Board and Secured Space. The Executive Board, the manager or its designated agent, may retain a passkey 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 therefore. The Unit Owner may provide the key in a sealed envelope with instructions that the key only be used in emergencies with a report to him or her as to each use and the reason therefore.

Each Unit may have closets, safes or vaults not exceeding fifty (50) cubic feet in capacity, which can be locked without such access.

Section 1.5 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit, which affects other Units or the Common

Elements, is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

Section 1.6 - Trash. No storage of trash will be permitted within or outside any Unit except in the areas designated therefore.

Section 1.7 - Displays in Windows 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, outside or in the windows without the prior consent of the Executive Board.

Section 1.8 - Painting Exteriors. Unit Owners and occupants shall not paint, stain or otherwise change the color of any exterior portion of any Unit or building without the prior written consent of the Executive Board.

Section 1.9 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall further be responsible for removal of dirt, snow and ice accumulations from any deck, patio, balcony, steps or porch or courtyard which is a part of the Unit.

Section 1.10 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.11 - Satellite Dishes. Unit Owners shall be permitted to install one (1) satellite dish no greater than fourteen (14) inches in height on the deck located appurtenant to their respective Unit. Satellite Dishes are not permitted to be installed anywhere other than on the decks appurtenant to a Unit Owner's respective Unit.

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. Except in designated rubbish location areas. No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Elements, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or decks.

Section 2.3 - Storage. Storage of materials in Common Elements or other areas designated by the Executive Board shall only be by permission of the Executive Board and shall be at the risk of the person storing the materials. No inflammable or combustible materials shall be stored in any Unit or in the Common Elements except in appropriate safe containers or as otherwise permitted by the Executive Board.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they are designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, and boisterous or improper behavior on the Common Elements, which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Vehicles. Boats, boat trailers, camping trailers, camping vehicles, trucks, motorcycles, off-road vehicles, unregistered, inoperable or stored vehicles are prohibited from in parking areas and driveways or on any other portion of the Common Elements, except for temporary loading and unloading, and except in those parking areas that may be designated by the Executive Board from time to time.

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

Section 2.7 - Unit Owners Responsibility for Limited Common Elements Maintenance. Each Unit Owner shall be responsible for bulb replacement in light fixtures serving as Limited Common Elements to his or her Unit.

ARTICLE III

Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the City 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 no more than one (1) dog less than fourteen inches in height and of gentle disposition, and no more than one (1) cat, or other household pet, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or deck, 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 by his or her pet. Seeing eye dogs and hearing ear dogs or similar aid dogs will be permitted for those persons holding certificates of necessity.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner or occupant shall send any employee of the manager out of the Property on any private business of the Unit Owner or occupant, 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 provisions of special services for a fee to be paid to the Association, or pursuant to other arrangements approved by the Executive Board.

ARTICLE IV

Insurance

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

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy held by the Association on the Common Interest Community.

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. The Executive Board or the manager will designate rubbish container locations. 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 - Unregistered Vehicles and Trucks. No unregistered vehicles or trucks shall be stored, maintained, repaired or disassembled on the Property except in areas designated by the Executive Board, if any.

Section 6.3 - Speed Limit. Speed limit on all private drives on the Property is ten (10) miles per hour.

Section 6.4 - Snowmobiles, Off-Road and Unlicensed or Immobile Vehicles. No snowmobiles, campers, recreational vehicles, motor cycles, off-road or unlicensed or immobile vehicles shall be maintained on the Property except in areas designated by the Executive Board, if any.

Section 6.5 - No Parking Areas. Vehicles may not be parked along drives or in areas not designated as parking spaces or in such a manner as to occupy more than one parking space or to block access to fire hydrants, sidewalks, pedestrian crossing areas or designated fire lanes.

Section 6.6 - Violations. Vehicles in violation of these rules may be towed at the direction of the Executive Board after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition a \$25.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following 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 and accepted by the Executive Board.

ARTICLE VII

Leasing of Units

Section 7.1 – Restriction on Leasing Units. In accordance with the Connecticut Common Interest Ownership Act C.G.S. Section 47-224 (c) (c) Chipman Estates Condominium Association hereby restricts the leasing of Units in order to reasonably meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units.

Section 7.2 – Lease of Units (Renter's Cap)

- (a) No Unit Owners shall rent or lease their Unit until the said Unit Owner of record has lived in that Unit for a period of twelve (12) months;
- (b) Upon fulfilling residency requirements (a), no Unit Owner shall lease any Unit without first obtaining the prior written approval of the Executive Board. The Executive Board shall act upon a request to lease a Unit within five (5) days from its receipt from a Unit Owner of a written request to lease. Approval shall not be unreasonably withheld. Except as hereinafter provided, the number of Units rented shall not exceed fifty (50%) percent of all Units.

A portion less than a whole Unit shall not be leased and the minimum lease term shall be twelve (12) months. Any lease of a Unit shall include the lease of any garage that is a Limited Common Element allocated to the Leased Unit. No garage shall be leased separate from a Unit.

Any Unit Owner leasing his or her Unit shall, prior to occupancy of said Unit by lessee, provide his or her lessee with a complete set of Chipman Estates Condominium Documents (Declaration, Bylaws, and Rules and Regulations), which shall become an integral part of the lease agreement. Any violation by the lessee of the provisions of the Declaration, the By-laws and the Rules and Regulations as the same may be amended from time to time shall constitute a default under the terms of the lease. The Unit Owner shall be responsible for any fines imposed as a result of violation of the Documents and/or Rules by a lessee. The Unit Owner shall be responsible for all attorneys' fees and costs incurred by the Association as a result of a violation of said Documents by the lessee, irrespective of whether suit is instituted, and the Association may levy a special assessment therefore;

- (c) All Units currently leased shall be permitted to remain lased until such time as the current Unit Owner either transfers ownership of the Unit or occupies the Unit as a primary residence, whichever occurs first. The Unit Owners of all currently leased Units shall provide the Executive Board with a copy of the existing lease prior to the expiration of the lease term.

- (d) The Executive Board shall convene a meeting within thirty (30) days of its receipt of a written request for a waiver. At such a meeting, the Unit Owner shall be heard and may present evidence in support of the request for waiver. The Executive Board shall also hear any other evidence that it deems relevant in order to assist the Executive Board in reaching the decision. The decision of the Executive Board shall be rendered by a majority of the Directors present at said hearing within five (5) days of said hearing.
- (e) Any purported lease of a Unit in violation of this article shall be voidable at the election of the Executive Board, and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported lessee in the name of the Unit Owner as the purported Lessor. Said Unit Owner shall reimburse the Association of all expenses (including reasonable attorney fees) incurred in connection with such proceedings, and the association may levy a special assessment therefore.
- (f) Any purported lease of a Unit in violation of this article may be subject to a fine or fines to be imposed by the Executive Board following notice to the Unit Owner and hearing before the Board.

Section 7.3 – Executive Board Rights Against Lessees. Any leases of a Unit shall be in writing and shall be consistent with the Documents and Rules. Any lease shall contain a clause or provision to the effect that the Unit Owner shall be solely responsible for the payment of all common expenses and special assessments. Any lease of a Unit shall contain a clause or provision to the effect that the lessee or lessee shall abide by the Condominium Instruments and the Rules and Regulations of the Association and the Unit Owners shall be responsible for delivering a copy of such Instruments and Rules to the lessee. A proposed lease shall be submitted to the Executive Board prior to the commencement of the lease term and prior to the commencement of occupancy for the purposes of determining if the written lease is in conformity with the Condominium Instruments and this provision. Upon submission to the Executive Board, the board shall within five (5) days, approve or disapprove the lease and inform the Unit Owner in writing of its decision and should the Board fail to act within said period the lease shall be deemed approved. No lessee may take occupancy until such time as the Executive Board may have approved the lease. A copy of the signed lease shall be provided to the Executive Board.

Any non-resident Unit Owner shall notify the Executive Board in writing of such Unit Owners current address and telephone number.

The Executive Board shall have the power to terminate any leases and bring summary proceedings to evict the lessee in the name of the landlord there under in the event of failure by the lessee to perform any obligation in the Condominium Instruments and Rules. Each lessee of a Unit shall be deemed to have attorned to the Association as landlord under the lease with respect to enforcement of any provisions of the Condominium Instruments and Rules, provided that no enforcement proceedings shall be undertaken against a lessee by the Association without prior notice to the Unit Owner, and a reasonable opportunity given to the Unit Owner to cure any

default or to enforce the provision, before the Association will proceed with enforcement proceedings.

**ARTICLE VIII
Rights of Declarant**

The Declarant may make 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 and improvements under construction is prohibited. Entrance into construction or Declarants restricted areas will be only with representatives of the Declarant and subject to the Declarant's prior approval.

**ARTICLE IX
General Administrative Rules**

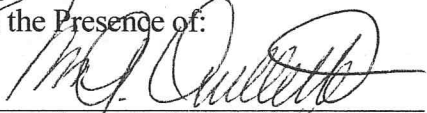
Section 9.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 9.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.


Section 9.2 - Late Charge. Monthly payments of Common Expense liabilities shall be due on the first of each month in advance. Special assessments of Common Expenses shall be due in accordance with the term of the assessment as adopted by the Executive Board. Any Common Expense liability, which is not received by the Association within ten (10) days after the same is due, shall incur a late charge of twenty-five (\$15.00) dollars. The late charge set forth herein shall apply separately to each installment of Common Expenses not receive by the Association within the ten (10) day grace period.

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

Signed and Delivered
In the Presence of:



Mark E. Ouellette



Phyllis A. Ruman



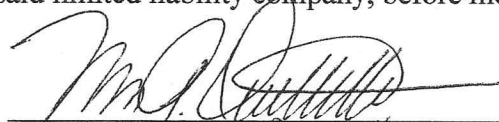
LINO CAPOZZI
SCHOOLHOUSE DEVELOPMENT, LLC,
Declarant

STATE OF CONNECTICUT)

COUNTY OF NEW HAVEN)

ss *MIDDLEBURY*

On the 8 day of SEPT. 2006 Personally Appeared Lino Capozzi, Managing/Member of SCHOOLHOUSE DEVELOPMENT, LLC a Connecticut Limited Liability Company, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as such managing/member and the free act and deed of said limited liability company, before me,



Mark G. Ouellette

Commissioner of the Superior Court

Received For Record
Sep 11, 2006 10:45A
Antoinette C. Spinelli
Town Clerk
Waterbury, CT

00046773