

**AMENDMENT
TO THE
RULES
OF
PONDSIDE CONDOMINIUM**

The following new Section hereby added to the Rules:

Rules; Unit owners shall conform to the requirements of the Rules annexed hereto.

Certified to be an Amendment to the Rules of Pondside Condominium Association, Inc. adopted by unanimous approval of the Executive Board of Pondside Condominium Association, Inc., and dated as of February 19, 2014 .

- A. AIR CONDITIONER UNITS; RESIDENTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PROPER INSTALLATION AC APPLIANCE. ONLY CLEAR LEXAN PLEXI-GLASS MAY BE USED IN THE WINDOW WHILE THE WINDOW UNIT IS IN PLACE. UNIT OWNER MAY NOT CHANGE THE APPEARANCE OF THE EXTERIOR OF ANY BUILDING.
- B. NO PERSONAL ITEMS (E.G., BIRDFEEDERS, PLANT HANGERS, THERMOMETERS, ETC.) MAY BE ATTACHED TO THE BUILDINGS OR PROPERTY, THIS INCLUDES SIDING, DECKS, WALLS, WINDOWS, ETC.
- A. NO NOXIOUS OR OFFENSIVE ACTIVITIES SHALL BE CARRIED ON IN ANY LIMITED COMMON OR COMMON AREAS. "QUIET TIME" WILL BE OBSERVED FROM 10:00 PM TO 7:00 AM (E.G., NO LOUD GATHERINGS ON DECKS, COURTYARDS OR LOUD NOISE, MUSIC, TV).

PLEASE BE CONSIDERATE OF YOUR NEIGHBORS.

- C. THE COMMON AREAS, DECKS AND UNDER DECKS SHALL NOT BE USED FOR STORAGE AND SHALL BE KEPT FREE AND CLEAR OF RUBBISH, DEBRIS AND OTHER UNSIGHTLY MATERIALS AND ITEMS.

Pondside Condominium Association, Inc

PONDSIDE CONDOMINIUMS

REVISED RULES AND REGULATIONS

OCTOBER 14, 1990

POLICY RESOLUTION: RULES OF CONDUCT

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

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

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

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

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

Enforcement Policy

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

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

Pondside: Condominium Landscaping Committee

RECOMMENDATION: CHILDREN'S POOLS

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

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

4. Pools are only to be used on decks, under decks, or on gravel areas immediately to the right or left of deck. Pools are not allowed on the grass or to be placed where they will block stairs to decks. The remaining seasonal items as defined above will be maintained in the area defined without exception for the period outlined above. Approved items will not be left unattended on the common elements except as outlined above.

All seasonal Items stored beneath the deck must be stored and contained within the area confines directly beneath the deck in an orderly fashion.

5. Unit owners will hold harmless Pondside Condominium Association for the loss, damage, or removal of items contained within this landscaping policy. Lack of recognition of this policy does not constitute a change in the rights of the unit owners or it's lessors as it is defined in this policy.

CHILDREN:

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

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

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

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

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

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

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

PETS ALLOWED:

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION: UNIT OWNER PLANTING AREAS

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

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

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

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

HOLIDAY DECORATION GUIDELINES

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

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

**RULES OF
PONDSIDE CONDOMINIUM ASSOCIATION, INC.**

**Initial capitalized terms are defined in Article I of the Declaration.
The following Rules apply to all owners and occupants of Units.**

**ARTICLE I
Use of Units Affecting the Common Elements**

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

Section 1.2 - No Commercial Use. Except for those activities conducted as part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign no exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel, or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number so for sale, pursuant to Unit Owner's permission.

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

Section 1.4 - Electrical Devices or Fixtures. No electrical devise creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

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

Section 1.6 - Displays Outside of Units. Unit Owners shall no 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 of 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.

litter

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

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person

shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

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

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

ARTICLE III

Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors

and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Naugatuck. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one, dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition, no more than two cats, or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days' after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a lease. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pets. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

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

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

ARTICLE IV

Insurance

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

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

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

ARTICLE V

Rubbish Removal

Section 5.1 - Deposit of Rubbish. Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that

location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

ARTICLE VI
Motor Vehicles

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

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

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

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

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

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

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

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

Section 6.8 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used it maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside on the Property.

Section 6.9 - No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, carports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicles is registered, following Notice and Rearing, for the period that the vehicles violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.10 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading, following which the vehicles must be removed from the Property for at least 16 hours: commercial vehicles carrying a sign advertising a business; trucks, vans and vehicles having capacity of more than one ton; trailers

of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

ARTICLE VII
Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with building under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII
General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding the actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX
General Recreation Rules

Section 9.1 - Limited to Occupants and Guests. Passive re-

creational facilities, open space and woodland with the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 9.3 - Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after publication in the newsletter.

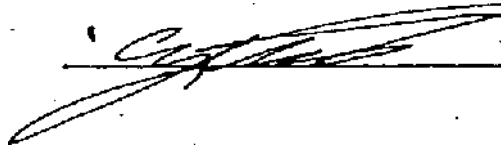
Section 9.4 - Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.5 - Ejection for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the for the period established following such Hearing.

Section 9.6 - Proper Use. Recreational facilities will be used for the purposes for which they were designed. Picnic

areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety, promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

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

A handwritten signature in black ink, appearing to be 'C. J. ...', written over a horizontal line.

0056C

MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY

Pondside Condominium Association

The following resolutions have been adopted by the Board of Directors of Pondside Condominium Association on February 19, 2014:

Due to the changes in Condominium Association Laws that become effective July, 2010, the Board of Directors has created the following Maintenance and Service Policy as a reminder to all owners to keep their unit's in proper state of repair to avoid costly insurance losses. The Association will hold a unit owner responsible for damages to common areas and the units when such damage is the result of:

1. Willful misconduct;
2. Gross negligence;
3. Unit's owner, tenant, visitor or guest failed to comply with the provisions of the following maintenance standards.

If the Association incurs an expense because a unit owner, his or her tenant, or guest or invitee of a unit owner or tenant, engages in any of the above behavior, then the Association may assess that expense solely against that owner's unit.

Before levying the assessment, however, the Association will provide the owner with notice with an opportunity to be heard. Furthermore the assessment is limited to the portion of the expense that is not covered by the master insurance policy. This includes the following expenses:

- A. Losses of a nature not covered by the master policy and
- B. Losses or portions of losses that are not covered because of the deductible.

Maintenance, Repair and Replacement Standards

1. Dryer Vent Cleaning

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. Dryer vents will be cleaned on odd numbered years. Each owner is responsible for the cost of the cleaning and any necessary repairs. Inspections and repairs need to be performed by a properly licensed and insured contractor following all applicable local building codes. The unit owner shall provide the association with documentation that the dryer vent cleaning has been performed.

To be completed between July 1st and September 30th in odd numbered years.

2. Water Heater Replacement

Water heaters must be replaced within a ten year period. Any damage caused by a malfunctioning water heater past the age of ten years that is not covered by the Master Insurance Policy will be the responsibility of the unit owner whose unit is served by the heater.

3. Washing Machines

All washing machines must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage. Unit owners shall provide the Association with documentation the approved hoses are in place.

4. Reporting Leaks

All leaks should be repaired promptly. Unit owners shall promptly report to the Association any leak or other condition resulting in escaped water upon identifying any such leak or condition or as quickly thereafter as is reasonably possible. Evidence of running or seeping water must be reported immediately to the Association's Management Company. Each unit owner shall be responsible to report evidence of Mold or conditions that could lead to Mold to the Association's Management Company.

5. Smoke Detectors

Smoke detectors are to be tested in twice a year in conjunction with daylight savings time. It is the responsibility of the owner to ensure that any and all smoke detectors found to not be in working order are replaced with the appropriate device (verify if device is 110 volt hardwired with 9 volt battery back up and whether interconnected with other smoke detector devices within the unit or building).

To be completed spring and fall in conjunction with daylight savings time change

6. Heat in Units

Each Unit Owner shall be responsible to continuously maintain heat in all areas contained within the boundaries of the Unit. At no time should the thermostat be less than 55 degrees. In case of the unit being unoccupied, the unit owner must provide the management company with a local emergency contact. The emergency contact must inspect the vacant unit at least once per week to check for proper functioning of the heating system, frozen pipes, water leaks, or any other issues that may arise in the resident's absence.

7. Grill Safety

The use of charcoal or solid fuel grills is prohibited. Each unit owner having a gas fueled grill needs to ensure that it is in safe working condition and is operated safely not limited to: providing adequate space between the exterior surfaces of the grills and adjacent surfaces; no propane containers is to be stored within any structure, and that gas supply to the grill be in the closed position when the grill is not being used. Propane tank must be stored on the deck away from the building.

8. Work to be Performed by Licensed Professionals

Each unit owner shall be responsible to the Association for any damage caused by repairs or installations to any unit or limited common element not performed by licensed and insured professionals in accordance to at least the minimum standards required by the State of Connecticut and the municipality in which the unit is located.

9. Reporting Association Required Maintenance

The unit owner is responsible for reporting maintenance problems to management in a timely fashion and, if required, must provide reasonable access to the unit for inspection and/or repairs as needed.

10. General Requirements

- a. There shall be no storage of combustibles or hazardous materials (including but not limited to paints, thinners, gasoline, propane tanks, etc.) inside units, under decks, or other enclosed spaces.
- b. Unit owners are responsible for notifying all residents of their unit of these rules and guidelines. Compliance with the maintenance standards outlined herein is the responsibility of the unit owner. For the purpose of interpreting and applying these maintenance, repair standards, where the context requires, the term "unit owner" shall also include any tenant, guest, invitee or other occupant of the unit.

- c. All maintenance, inspections, and repairs to units must be done by licensed and insured contractors. The contractor must obtain permits for work where required by the municipality.
- d. The unit owner should retain a copy of any documentation related to the completion of the above maintenance requirements in the event that documentation of compliance is requested by the Association.

11. Optional Maintenance Considerations

- a. **Electrical Panels:** Regular inspection of wiring and breakers should be conducted. An electrician must replace any old, worn, or damaged breakers and wiring. 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 boxes. Electrical breakers shall not be connected to more than one electrical conductor.
- b. **Hot Water Tanks:** Installation of an automatic shut off device should be considered to minimize damage should the water heater fail. Where feasible, installation of water heater pan with appropriate drainage pipe should be considered. If drain connects to any common piping or travels beyond the boundaries of the unit, an approved variance request is required.
- c. **Doors/Windows/Garage Doors:** The owner must properly maintain these items by repairing or replacing as needed. The owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation or wind blown precipitation.

