

**AMENDED AND RESTATED RULES OF:**

**Steeplechase of Middlebury Homeowner's Association, Inc.**

The following Rules apply to all owners and occupants of Units.

**ARTICLE I**

**USE OF UNITS AFFECTING THE COMMON ELEMENTS**

The following document was originally adopted and published on April 4, 2002. Since that time, there have been changes and additions to the Rules of the Association. We have incorporated those changes and additions into this rules package. For the purpose of offering clarification, any rule added or amended after April 4, 2002 will be noted as such. \*\*12/04/2009 - detail for rear storm/screen doors updated and distributed to all Owners.

Owners should use this document as a reference guide to the Rules and Operations of the Association. However be advised that the Declaration, Bylaws and Common Interest Ownership act supersede the Rules of the community.

These are the Rules governing Steeplechase of Middlebury, a planned community created by the recording of a "Declaration" on the land records of the Town of Middlebury. Terms defined in the Declaration shall have the same meanings herein.

**Section 1.1 - Occupancy Restrictions.** Units are limited to occupancy by single families. Parking spaces are limited to occupancy by vehicles, excluding boats, boat trailers, campers and camping trailers, off-road vehicles, motorcycles, commercial vehicles and unregistered inoperable stored vehicles. A vehicle must fit entirely within one (1) parking space.

**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. Airbnb and similar housing arrangements are strictly prohibited.

**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) Directional signs and markings erected by the Homeowners Association relating to direction, safety and speed limits of the private roads servicing the Common Interest
- (2) Open House/For Sale Signs: No permanent signs are permitted inside or outside the unit. One or two temporary signs will be permitted for an open house during the open house hours only (one at the entrance to the complex and one at the head of the street which the home is on). Owners should have realtors place notice in the ad announcing time and place and

that parking is permitted only within the driveway and parking pad adjacent to the home. On street parking is not permitted.

- (3) Any sign required by C.G.s. 47-261b as amended.

**Section 1.4 – Trash.** No storage of trash will be permitted within or outside any Unit. On the scheduled refuse collection day, refuse in appropriate containers will be deposited neatly at curb in front of each unit. Trash containers must be taken in the same day refuse is collected.

**Section 1.5 – Displays Outside of Units.** Unit Owners shall not hang, display or expose any articles at or on the outside of windows.

- a. The American flag may be reasonably displayed using proper flag etiquette at any time. No other banners, flags etc. may be displayed at any time. Nighttime lighting should be directed on the flag and not into another unit's yard.
- b. The display of holiday decorations (including lights- preferably white) from Thanksgiving Day through January 15th is approved. Lights should not be such that they interfere with a neighboring unit.
- c. Exterior decorations for other seasons are as follows: These may be put up two weeks before and must be removed within two days following the holiday.
  1. Valentines- none, except front door only
  2. Saint Patrick's- none, except front door only
  3. Easter- none, except front door only
  4. Halloween- limited to the night of Halloween.
  5. A limited number of pumpkins and natural materials can be displayed from October 15 to Thanksgiving.
  6. Thanksgiving- limited to front porch or garage door areas.
- d. Absent prior written approval by the Board of Directors, satellite dishes are prohibited from all portions of the Community, including Units, except as specifically authorized by the FCC. Requests for satellite dishes must be made in writing to the board for approval and need to include the proposed location. This location must take into consideration the need for proper aiming while minimizing its appearance from the street and other units. (Obtain form from property manager)
- e. Front doors, porches and front garden area: Here the tasteful manner guideline is very important. It is permissible to have a seasonal display on the front door, limited furniture on the porch and/or limited plants. Front garden beds may contain only natural landscape material

**Section 1.6 - Cleanliness.** Each Unit Owner and occupant 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, driveway, sidewalk or porch.

**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 written consent of the Executive Board except as hereinafter expressly provided. Any unauthorized items stored on common or limited common element areas are subject to removal and disposal at the unit owner's expense.

**Section 2.2 - Trash .** No garbage cans or trash barrels shall be stored outside of the Units. No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Elements or exclusive use areas, 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 - 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, boisterous or improper behavior on or in the Common Elements which interfere with or limit the enjoyment of the Common Elements by others.

**ARTICLE III**  
**ACTIONS OF THE OWNERS AND OCCUPANTS**

**Section 3.1 - Compliance with Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners and occupants 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 Middlebury. The violating Unit Owner and occupant shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

**Section 3.2 - Indemnification for Actions of Others.** Each Unit Owner shall hold the Association and other Unit Owners and occupants harmless for the action of their family, tenants, guests, pets, servants, employees, agents, invites or licensees.

**Section 3.3 - Prohibited Nuisances and Practices:** No nuisances are allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interfere with occupants. No sign indicating commercial uses may be displayed outside a unit, posted in doors, in windows, or at any other location on the Steeplechase complex.

**Section 3.4 - Offensive Activities and Disturbances:** Each resident shall behave in a mannerly fashion being considerate of all others at all times. No obnoxious or offensive activity shall be carried on in or within the properties of the Association, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other persons within the Association.

**Section 3.5 - Noise:** No resident shall make or permit to be made any disturbing noises in or outside the building by one's family, tenants, or guests; nor do or permit anything to be done by such persons that will interfere with the rights of other members or occupants. No resident shall play upon, or tolerate to be played upon, any musical instruments or operate, or tolerate to be operated, a phonograph, television set, radio, or other audio equipment, at such volume or times so as to cause a disturbance to other residents including, but not limited to, shouting, hitting walls and windows, slamming doors and stomping feet or heavy walking.

**Section 3.6- Immoral and Unlawful Uses:** No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be removed or corrected by and at the sole expense of the unit owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

#### Article IV

### REGULATIONS FOR USE OF GARAGES, PARKING AND OPERATION OF MOTORIZED VEHICLES AND BICYCLES

**Section 4.1 - Compliance with Law:** All residents must comply with the Connecticut State laws and Motor Vehicle Bureau regulations. Motor vehicles are to be operated on established roads only. All vehicles at the Association shall be properly registered and insured.

**Section 4.2. - Speed Limit:** The speed limit within the Common Interest Community is 15 miles per hour.

**Section 4.3. - Garages:** Residents are reminded that garages are for the primary purpose of parking your vehicles. Garages may not be leased to a non-resident of the Association. For security reasons, residents are requested to keep their garage doors closed at all times other than when using the garage for entering or leaving the premises.

**Section 4.3. - Parking:**

a) The driveways shall not be used for any other purpose other than to park registered and insured passenger vehicles. No commercial or recreation vehicles

may be parked on any part of the property, except for those vehicles temporarily on the property for the purpose of servicing one of the units or the property itself.

b) Motor vehicles belonging to residents, their families or long term regular overnight guests are **to be parked only in the garages that are a part of the unit or the driveway** that is a limited common area to the unit. **Vehicles should be parked within the garage on a regular basis.**

c) Motor vehicles that are not operational, are being repaired, are incomplete, or are not registered shall remain in the garage and shall not be stored on the common elements or limited common elements. Notwithstanding anything to the contrary, fluids may not be changed in any vehicle. This prohibition includes, but is not limited to, changing engine oil, transmission oil, and or brake fluid.

d) Common area guest/visitor parking spaces are not to be to be utilized on a regular basis.

**Section 4.4 - Snowmobiles, Off-Road, Unlicensed and Immobile Vehicles:**

Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles 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.

**Section 4.5. - Violations.** Vehicles in violation of these rules may be towed at the direction of the Executive Board at the unit owner's expense. 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 V**  
**Leasing of Units**

**Section 5.1 Restriction of Leasing Units:** In accordance with the Connecticut Common Interest Ownership Act C.G.S. sec 47-244 (c) (c) Steeplechase of Middlebury 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 5.2 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) A portion less than a whole Unit shall not be leased and the minimum lease term shall be (12) months. Any lease of a Unit shall include the lease of any garage. No garage shall be leased separate from a unit.

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 thereunder 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.

**Unit owners are responsible to provide lessees with a full copy of all Association Rules and Regulations.**

For Further leasing Restriction see Declaration of Steeplechase of Middlebury. Section 6.7 Leasing.

#### **Article VI** **Unit Related**

**General Comment:** The board of directors has given this subject a great deal of consideration and discussion and agreed that the primary goal of all must be to maintain the property values of each unit and the community as a whole. Thus it is critical to maintaining this value that the front of each residence (and in those cases where the rear or side views are exposed to a road or other residence) that the exterior be tastefully maintained in a manner that was intended by the developers and purchased by each unit owner. The board further recognizes that the tastes and creativity of each individual unit owners will be different, however, to provide a balance, common courtesy, and the need not to offend others certain restrictions need to be employed. The current board recommends that future boards and individual Unit Owners ask the question when considering a change, a decoration, a planting, etc., **Does this item enhance my property, as well as others on the street and the Steeplechase Community as a whole or does it potentially offend another owner?**

As a rule of thumb, the SBOD will ask how reasonable the planting, decoration or change will look - if it is such that it readily calls attraction to itself, above the "norm", then it is most likely NOT allowable under the rules - if it blends in with the normal environment, or has to be pointed out to be noticed, then it would most likely fall

under the parameters of tasteful manner. Evasive plants are prohibited. Fruit and vegetables plantings are prohibited so as to not attract wild animals.

**Section 6.1 - Fireworks:** No fireworks are permitted to be exploded on the Steeplechase complex unless used for animal control and approved by the board.

**Section 6.2 - Tag, Estate, or Garage Sales:** Tag, estate, or garage sales are not permitted,

**Section 6.3 - Pets:** No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that not more than two (2) dogs or two cats and/ or other household pets may be kept in Units, provided that they are not kept, bred or maintained for any commercial purposes; and, provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be temporarily removed from the community upon three days' written notice from the board. Thereafter a Hearing shall be held for the Unit Owner and a permanent decision regarding the animal shall be made. In no event shall any dog or cat be permitted in any portion of the Common Elements unless carried or on a leash and under the control of the handler. Pets should be curbed and not be allowed on any other owner's exclusive use area. Dog owners must clean up all excrement and dispose of at the owner's home. A fine of \$25.00 for each offense may be levied by the board of directors or the property manager. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet.

**Section 6.4 - Lawn furniture, toys, etc.:** Except for temporary placement during use within a Unit's Exclusive Use Area with the consent of the Unit Owner, no one shall place or leave within the Common Elements any lawn furniture, baby carriage, playpen, bicycle, wagon, toy, bench, chair or other object.

**Section 6.5 - Air Conditioners and Fans:** No window air-conditioners or window fans are permitted in any window without prior written permission from the Executive Board

**Section 6.6 - Procedures for Emergency Access to Units:** Neither the Association or Management Office shall hold master keys to any unit. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In

such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in the Association's Documents.

### **Section 6.7 Unit Appearance and Maintenance**

**A. Garage door areas:** It is permissible to have an appropriate plant or tasteful seasonal display on the pavement between doors. (See also house numbers)

**B. House numbers:** An extra set of house numbers is allowed and suggested on a front porch pillar or between the garage doors.

**C. Door hardware:** Kick plates and door knockers are permitted on front doors. However, all items (including knobs and locks) must be of the same metal finish. Kick Plates: Kick plates are not to exceed 8" in height and must cover the width of the door, with the exception of a 2" space between the edge of the kick plate and the edge of the door. The kick plate must match the hardware on your door. Door Knockers: Must be made of metal, match the hardware on your door and may not exceed 4" in width and 8" in height

**D. Storm/Screen Doors:** A rear storm/screen door, common in appearance, style and in conformance to the association's declarations and by-laws, is approved. As of December 4, 2009, the following is the manufacturer and style approved by the Association: Manufacturer: Brosco, Classic Design B "Primed" or Colonial Design B "Primed". These doors must be painted to match the off white trim of the home once installed. Front Screen doors and storm doors are not allowed.

**E. Replacement Garage Doors:** The Association approved replacement garage door is Thermacore Series: 297 insulated steel door from Overhead Door Corporation, Color: White, Style: **Solid (no windows)**. These doors do not require painting.

**F. Front Porch Deck Replacement:** Front porch deck surfaces may be replaced in kind, with mahogany, or Trex. Color must be natural wood or gray. Other synthetic decking materials are being developed and should a unit owner wish to utilize these a sample and request for approval must be submitted to the board. Due to unacceptable appearance pressure treated lumber is not approved as a front porch decking material.

**G. Paint Colors** Each unit owner is responsible for the painting and maintenance on the exterior of the home:

When repainting the exterior of any unit in Steeplechase the siding color and trim color **must be maintained**. Alternate paint brands may be used as long as the color is carefully matched.

a. **Note:** In a situation such as not properly matching the exterior trim paint or stain, the board can direct a repaint application at the owner's expense. The owner should verify the color match with a test area before the contractor paints the whole structure. We have had paint mixed by vendor that did not match properly. Most, if not all paint manufacturers can color scan a chip of paint from your home to guarantee the proper match. It is strongly suggested that you use a chip of paint from your home to match the:

**Clapboard: Color Sandstone; Brand:** Olympic Latex solid stain Alternate Brands: Cabot, Sherwin Williams or Benjamin Moore 100% Latex solid stain

**Trim: Color:** Sherwin Williams #1095 Off White (Alternate brand)

**Front Door Colors: (Sherwin Williams Colors)-**Only these colors may be used and shutters must match. (Alternate paint brands may be use provided the color matches the original color.) Colonial Red, Essex Green, Hunter Green, Black, Cranbury, Patriot Blue, Federal Blue

**Shutters:** Owners may install essex or hunter green, black or off white shutters. Shutters must match those existing within the complex.

**H. Roofing Materials:** Replacement shingles must be black or charcoal grey Architectural shingles. (Clarified on June 16, 2009)

**I. Replacement of Windows and Doors:** when replacing windows or doors, the replacement Units must match the style that is existing within the complex. (Clarified on June 16, 2009)

**J. Front Yard Maintenance:** It is essential that Unit Owners mow, fertilize, weed and water lawns to maintain a generally good appearance consistent with the entire community. This also includes proper trimming of plantings, mulching (preferably brownish to darker color- no orange and reds) and weeding of mulched areas. Grass clippings must be removed from street curb to prevent weeds from growing and plugging of street drains. Sprinkler systems are encouraged.

**K. Landscape Changes:** Any proposed landscape changes to include major plantings; installation of Belgium blocks, landscape timbers, or change in contour, etc. must be submitted to the board for approval. In general these will not be approved for the front of a unit or where prominently visible from other units. Reasonable planting of annuals and bulbs in front flowerbeds may be done at the discretion of the Unit Owner.

**L. Rear of Unit:** Providing a unit's rear yard is not prominently visible from a street (or another unit) it is permissible to include a limited number of items such as a bird bath, bird feeder, bird house, small animal statues, etc. when landscaping this area. Small vegetable and herb gardens may be planted in the portion of the exclusive use area that lies to the rear of the dwelling unit. FRUITS SHALL NOT BE

CULTIVATED. Major changes to the landscaping such as patio extensions and any structural changes must be approved by the board of directors. It is proper for the Unit Owner to trim evasive plant growth at the rear of his property. However, it is not permissible to trim or remove vegetation or other natural material on common land that borders between units or units and roadways, ponds, wetlands, etc. Requests to remove this type material must be addressed in writing to the board of directors.

**M. Hand railings:** Hand railings may be installed on front porch steps. They must be made of white vinyl or white composite material and be constructed to meet the building codes of the Town of Middlebury. Please contact Management for specific house numbers that you can view for approved specification.

**Section 6.8 Unit Appearance and Maintenance Alteration:**

(a) A UNIT OWNER may construct, alter, demolish and remove improvements of every description within his UNIT, subject to the limitations on use set forth in Section 6. The EXECUTIVE BOARD'S consent is not required for ALTERATIONS that consist solely of vegetation, but any significant alteration of grades or contours requires consent.

(b) The EXECUTIVE BOARD may grant, withhold or condition its approval for any such ALTERATIONS as it sees fit, but shall not unreasonably withhold its approval. The EXECUTIVE BOARD may delegate its responsibilities under this Paragraph 8.7 to a committee that comprises one or more persons who are eligible to serve as DIRECTORS, provided that a majority of such persons shall be DIRECTORS. Decisions of such committee shall be subject to appeal as described in Paragraph 10.11.

In addition to the existing requirement to gain approval from the Board of Directors for any additions, alterations and improvements to the exterior of your home:

1) Approved projects must be completed within 6 months of receiving approval. Owners who do not complete the project within the 6 month period of time will need to resubmit for approval. (Adopted on November 1, 2008)

2) A security deposit may now be required with the submission of variances for any structural or landscaping additions, alterations and improvements. Owners are instructed to inquire whether or not their project qualifies as a "large scale project", which is the determining factor in requiring the security deposit. The deposit amount will be \$250.00, due with the submission of the request and made payable to the Association. The deposit will be held until the project is completed as approved, and then returned to the Owner following an inspection. In the event that an Owner's hired contractor damages common or neighboring property during the project, the deposit will be held until such a time as the damage is corrected OR used towards the repairs being made by the Association. (Adopted on November 1, 2008).

**Article VII**  
**Enforcement**

**Section 7.1- Enforcement**

1. The purpose of this material to provide everyone with an improved understanding of the expectations and requirements of the Steeplechase Community. The board sincerely believes that all persons will comply.
  
2. Enforcement, Hearing.(a) Except as otherwise provided, before the Association brings an action or institutes a proceeding against a Unit Owner the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the Unit Owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include a statement of the nature of the claim against the Unit Owner and the date, time and place of the Hearing.
  - (a) The Unit Owner shall have the right to give testimony orally or in writing at the Hearing, either personally or through a representative, and the Executive Board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such Unit Owner.
  - (b) The Executive Board shall make such decision and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the Hearing.
  - (c) These provisions of subdivision (a) of this subsection shall not apply to an action brought by the Association against a Unit Owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a unit or fines imposed against a Unit Owner pursuant to the Declaration and the Act.
  - (d) Any Unit Owner seeking to enforce a right granted or obligation imposed by the Act, the Declaration, the ByLaws or the Rules against the Association or another Unit Owner may submit a written request to the Association for a Hearing before the Executive Board.
  - (e) Not later than thirty (30) days after the Association receives such request, the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include the date, time and place of the Hearing. Such Hearing shall be held not later than forty-five (45) days after the Association receives such request.
  - (f) The Executive Board shall make a decision on the Unit Owner's claim and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty days (30) after the Hearing.

(g) The failure of the Association to comply with the provisions of this subsection shall not affect a Unit Owner's right to bring an action pursuant to the Act.



## COLLECTION/FORECLOSURE POLICY

WHEREAS, The Connecticut Common Interest Ownership Act ("The Act"), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of common expense assessments. The lien is not prior to real estate taxes and most other municipal liens. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes collection costs, court costs, title search costs and attorney's fees.

THEREFORE, the Association hereby adopts the following Collection/Foreclosure Policy in accordance with C.G.S. §47-258:

### STANDARD COLLECTION/FORECLOSURE POLICY

It is the responsibility of each unit owner to pay all common charges, assessments, fines and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the non-receipt of such notices by a unit owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each unit owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.

1. All amounts received from a unit owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed on the fifteenth (15<sup>th</sup>) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15<sup>th</sup>) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the unit owner makes a payment of not less than the amount due for said month and said payment is received on or before the fifteenth (15<sup>th</sup>) calendar day of the month. Interest at the rate of 12% per annum is charged on all balances greater than 90 days.
2. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure

proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.

3. The Association's Attorney may but need not send an initial "Pre-foreclosure" letter to the Unit Owner. If so, this Pre-foreclosure shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit Owner contacts the attorney and requests verification of the amount of unpaid assessments against the Unit, the Attorney will verify the debt, to the extent required by law, without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the unit owner will be responsible for all common charges, late charges, assessments, attorney's fees and costs of collection. For each payment received by the Attorney a fee not to exceed \$25.00 shall be assessed to cover the costs of processing the payment.
4. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association the attorney will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.
5. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 62 days prior to initiating a foreclosure action, shall forward a 62 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 62 day letter shall be sent via first class mail and shall include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to the Association not later than sixty two days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the

Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.

6. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

**STEEPLECHASE OF MIDDLEBURY HOMEOWNERS ASSOCIATION, INC.  
EXECUTED BY THE BOARD OF DIRECTORS ON THIS 19<sup>TH</sup> DAY OF JUNE, 2014.**

RECEIVED FOR RECORD  
May 25, 2021 10:37:46A  
BRIGITTE M. BESSETTE  
TOWN CLERK  
MIDDLEBURY, CT