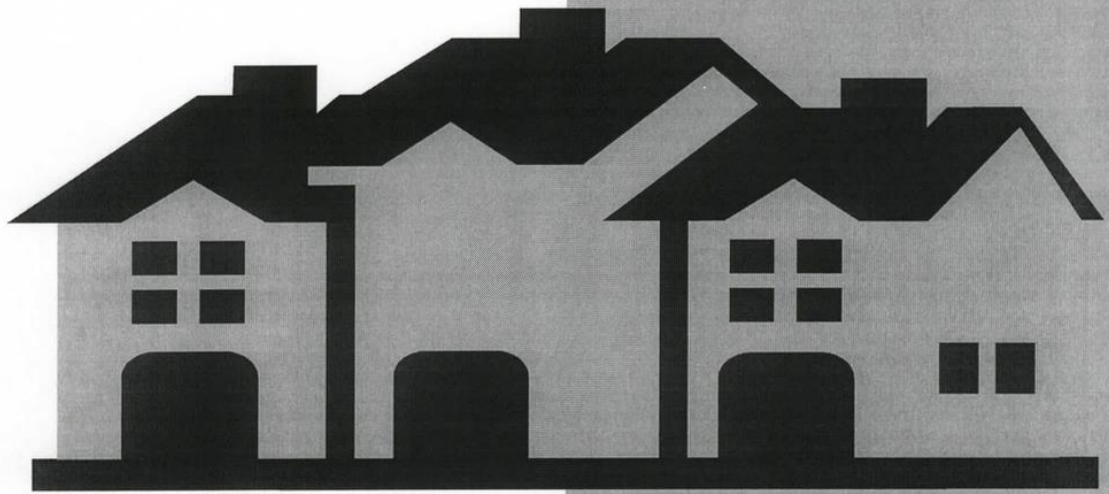




**WINFIELD
CONDOMINIUM
ASSOCIATION, INC.**



RULES & REGULATIONS

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PART ONE

GENERAL RULES AND REGULATIONS

These rules were established to provide reasonable standards for maintaining the appearance of our community, the protection of our property values and the encouragement of friendly, neighborly relationships in The Winfield Condominium Association, Inc.

Under these Rules and Regulations, the words "**Unit Owner**" shall also include **Lessees (Tenants)** and **Other Occupants** of the unit.

Any consent or approval required by these Rules and Regulations must be obtained in writing prior to undertaking the action to which it refers.

Any complaint regarding the management of the Property or the actions of other Unit Owners or Residents must be made in writing to the Management Company or the Executive Board.

Any consent or approval given under these Rules and Regulations may be changed or revoked at any time by a majority vote of the Executive Board.

Winfield Condominium Association, Inc. (Winfield) has the legal authority (as provided under Section 47-224 of the Connecticut Common Interest Unit Ownership Act) and the duty to see to it that your rights and privileges provided in the Declaration and By-Laws are fully protected against the actions of those who may not be willing, or desire, to comply with these rules. All present and future Unit Owners, Tenants and Occupants of units shall be subject to and shall comply with, the provisions of the **Condominium Declaration, By-Laws and Rules and Regulations** as they may be amended from time to time. Each resident within the property shall comply with and conform to all applicable laws and regulations of the United States and the State of Connecticut and all applicable ordinances, rules and regulations of the Town of Plymouth. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit will constitute an agreement that the provisions of the Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by the Unit Owner, Tenant or Occupants. All such provisions will be deemed and taken to be covenants running with the land and will bind any person having at any time any interest or estate in the unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance of lease thereof.

UNIT OWNERSHIP, SALE OR LEASE

No Unit Owner may lease a unit except by complying with the provisions of the By-Laws. The By-Laws provide that, if any Unit Owner intends to lease a unit, the Unit Owner shall first give notice to the Association of this intention. Notice will be given by completing the forms in Appendix A (attached) to supply the name and address of the proposed Lessee (Tenant) and the terms of the proposed transaction.

Furthermore, the lease must include the following provisions:

1. Unit Owner and Tenant(s) represent that the lease is consistent with the Declaration, By-Laws and Rules and Regulations and expressly provides:
 - (a) That the lease may not be renewed, modified, amended, extended, assigned and that the Tenant shall not sublet the Unit without prior written consent of Winfield.
 - (b) That the Tenant shall abide by the Declaration, By-Laws and Rules and Regulations, as these may be amended from time to time;
 - (c) That the Unit Owner may terminate the lease and bring summary proceedings to evict the Tenant if the Tenant defaults in the performance of the lease or if the Tenant fails to abide by the Declaration, By-Laws or Rules and Regulations. Other terms and conditions, consistent with the By-Laws may be stated in the lease;
 - (d) That Winfield may terminate the lease, or bring summary proceedings in the name of the Unit Owner if the Tenant fails to abide by the Declaration, By-Laws or Rules and Regulations of Winfield. This includes the failure to pay fines levied against the Unit Owner, because of actions or deeds of the Tenant, under the By-Laws and Rules and Regulations;
 - (e) That in the event that the Unit Owner fails to pay common charges for a period of sixty(60) days, upon written notice to the Unit Owner and the Tenant, the Tenant will pay to Winfield a portion of the rent equal to the monthly common charges which should be paid by the Unit Owner. The Tenant shall pay this common charge, and any arrears, to the Association upon demand, monthly or on other terms as the lease may provide for the payment of rents"; and
 - (f) That reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the Unit Owner.

Specific provisions must be in the lease regarding compliance with the Declaration, By- Laws, and Rules and Regulations as they may be amended from time to time.

The Unit Owner shall submit the Notice and Offer to Lease and the Tenants Certificate of Occupancy to the Association within fifteen (15) days of the start of the lease date.

Failure to file the appropriate documents may result in a fine being imposed upon the Unit Owner.

A fee will be charged for each set of resale documents furnished as required by the Connecticut General Statutes. Requests for any documents should be made to the Association' s management agent.

If a unit is unoccupied, the Unit Owner must arrange for white or off-white curtains to be placed in all windows to maintain appearances and avoid possible vandalism.

ALTERATIONS TO COMMON AND LIMITED COMMON AREAS

Definitions of Common Areas and Limited Common Areas. The exteriors of all dwellings, roadways, walk ways, parking areas, lawns, shrubs and trees are common areas and not the property of the individual Unit Owner. Porches, decks and patios are limited common areas restricted to the corresponding Unit. These items are more specifically described and defined in the Declaration.

Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall interfere with or limit the enjoyment of the Common Elements through waste, interference with proper use by others, or acts of nuisance, vandalism, or improper behavior.

Variance Approval. No change or addition may be made to common areas or limited common areas - as defined in the Declaration - without seeking a Variance Approval from the Executive Board. Variance Approvals are necessary to ensure that the character of Winfield Condominiums will be maintained, the rights of Unit Owners respected and that no alteration/addition will create a hazardous condition, interfere with maintenance, endanger the integrity of any part of the condominium or create any undue responsibility for the Association.

Landscape Alterations and Additions. No vegetable plants can be planted in any common or limited common areas. An Unit Owner who desires to alter existing planting or add planting(s) in any common area or limited common area, is required to file a Variance Request, with a plan or sketch showing the proposed work in detail, with the Executive Board. It will be the responsibility of the Unit Owner, the Unit Owner's agent or employees to determine the location of utilities and to avoid damage to utilities. No work may begin until the Variance Request has been approved, in writing. A security deposit may also be required. The Executive Board shall answer any written request by a Unit Owner within thirty (30) days of the request.

Unit Owner Responsibility for Alterations and Additions. A Unit Owner will be responsible for all expenses for alterations in compliance with the plans, specifications and maintenance of permitted items, as well as personal liability for additions and /or alterations. Approved alterations/additions must be completed within the time designated in the application and reviewed upon completion by the Executive Board.

The Unit Owner will take corrective action respecting any alterations, damage, destruction or removal caused by him/her, or a Tenant, to restore the common area to the original condition at the Unit Owner's expense upon written notice from the Association. If the Unit Owner does not comply with this notice within thirty (30) days, the Association may take any action necessary to restore the grounds or common areas to the original condition. The cost to return the alteration to the original condition will be assessed to the Unit Owner.

Penalty for Unauthorized Structural Changes. Any structural changes made to a unit or any changes made by or permitted to be made by a Unit Owner in the common or limited common areas without prior written consent from the Association will be restored to the original condition at the Unit Owner's expense upon written notice from the Association. If the Unit Owner does not comply within thirty (30) days of the date thereof, the Association may make such restoration and assess the cost thereof against the Unit Owner.

Any structural alterations made after obtaining a variance which do not comply with the specifications filed, or any landscaping, which does not comply with the plan filed shall be brought into compliance with the necessary specifications or plan at the Unit Owner's expense upon written notice from the Association sent by certified mail. If the Unit Owner does not comply within thirty (30) days, the Association may take steps necessary to bring the alterations or planting into compliance with the specifications or plan or return to original condition and assess the cost against the Unit Owner.

RULES AND REGULATIONS

Occupancy Restrictions. Each residential unit is restricted to residential use as a single family residence except for home professional pursuits not requiring regular visits from the public, or unreasonable levels of mail, shipping, trash, or storage requirements. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants. No sign indicating commercial uses may be displayed outside a unit. "For Sale" or "For Rent" signs are not to be posted on doors, in windows or at any other location on the Winfield complex. The only exception to this is an A-frame type "Open House" sign, which may be placed in front of the unit on the day of the open house only.

Prohibited Nuisances and Practices. No nuisances are allowed on the property. No use or practice which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the property by its residents is allowed.

Hazardous Materials. No hazardous materials may be stored in or on any common element or in any unit.

Barbecues. Barbecuing is permitted on decks and patios. Gas fueled or electrical appliances are the only barbecue devices permitted. Charcoal barbecues are not permitted.

Fireworks. Usage and storage of fireworks is strictly prohibited.

Tag Sales and Estate Sales. Tag sales and estate sales are not permitted.

Immoral and Unlawful Uses. No immoral, improper, offensive or unlawful use may be made of the property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. Violations of laws, orders, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the property, will be removed or corrected at the sole expense of the Unit Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

Obstructions and Storage in Common Areas. No Unit Owner shall cause or permit any obstruction of the common areas or limited common areas that will interfere with access to the unit by emergency personnel. **The only items permitted to be stored on decks and patios are lawn furniture, barbecues, and flower planters.** Toys, sandboxes, and small pools may be on the lawn areas when being used, but must be removed when not being used and must not be stored on common or limited common elements and must not interfere with lawn care operations. Lawn type bird feeders and other lawn decorations are not permitted.

Written approval by the Executive Board must be obtained before storing or displaying items specifically covered in this section on common or limited common elements.

Any unauthorized items stored on common or limited common element areas are subject to

removal and disposal at the Unit Owner's expense.

The Association will not be responsible for items left in Common Areas which may become damaged by lawn care or maintenance operations.

Electrical Devices or Fixtures. No electrical devices creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a unit that affects other units or the common elements is prohibited. Any damage resulting from such misuse will be the responsibility of the Unit Owner from whose unit the damage has been caused. Total electrical usage in any unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Heating and Maintenance of Units. During the winter months (October 15th through April 15th) no Unit Owner will leave the unit vacant without taking precautionary measures to maintain heat in the unit and check the unit at least once a month. Precautionary measures to prevent the bursting of pipes and plumbing systems due to freezing of water or system deterioration (hot water heaters) within the unit must be taken. A temperature setting of 55 to 60 degrees Fahrenheit is required. The Association will seek recovery of expenses directly related to damage due to the negligence on the part of the Unit Owner. **Unit Owners are responsible for damage caused to any units or common elements including their own due to leaking or malfunctioning plumbing or appliances.**

Smoke Detectors. Each unit must have operational smoke detection equipment. Unit Owners or Lessees are responsible, at their own expense, to have detectors kept in good operating condition.

Outdoor Decorations. Unit Owners or residents may not hang or display anything on the outside walls, doors, windows or other parts of the exterior structure or on any common element without the prior written consent of the Executive Board. This includes, but is not limited to awnings, canopies and television/radio antennas. This restriction is not intended to prohibit generally accepted decorations/accessories, such as small thermometers, nameplates beside doors or seasonal/holiday decorations on doors. Such decorations should be aesthetically attractive, kept clean and repaired and should be removed within a reasonable time period after the end of the seasonal or holiday period. Unit Owners or residents who install coverings over sliding glass doors, and/or windows should use a white or off-white color showing to the outside. Decorations such as chimes that cause disturbance to other Unit Owners may be subject to removal.

Air Conditioners and Fans. Window air-conditioners or window fans are permitted in any unit and must be removed at the end of the season. Air Conditioners must be properly installed, tilted out and down for condensate removal. Unit owner is responsible for water infiltration from any source due to air conditioner or fan installations.

Unit Exteriors. Unit Owners or residents may not paint, stain or otherwise change any exterior portion of any unit without prior written consent of the Executive Board. The Association will maintain the exterior decks and arrange for routine maintenance and preservation.

Decks and Patios. Decks and patios will not be enclosed, in whole or in part, by any screen or other covering. No floor covering will be installed on any deck or patio. Each Unit Owner will keep the unit, deck(s) and patio to which they have sole access in neat, weed-free condition and shall not create any annoyance or hazard to health or safety. No clothing or clotheslines are permitted to be hung on decks or patios **Please note: any alteration requires an approved variance.**

Lint Filters, Dryer vents, and Grease Screens. All clothes dryers must have lint filters, which must remain installed to prevent lint from accumulating in the vent duct. **Dryer vents must be installed with smooth metal piping and elbows and include no more than 8 feet of metal flexible pipe per the International Residential Code section M1502. NO FLEXIBLE PLASTIC PIPE IS ALLOWED!** They must be inspected and cleaned periodically. Grease screens on stove hoods will be used at all times and kept clean and in good repair. Repair or replacement of lint traps and grease filters is the responsibility of the Unit Owner.

Storm and Screen Doors. Aluminum storm/screen doors may be installed or replaced at the Unit Owner's expense. The approved door has a single glass and a solid eight inch (8") lower panel. It must be white. All installations or replacements must have prior written approval from the Executive Board.

Pest Control. Unit Owners are responsible for removal of pests such as ants, wasps, bees and vermin from the inside of a unit. The Association will remove visible nests from the exteriors or make reasonable efforts to block entranceways for pests from the exterior.

Pets. For the safety and protection of all members of the community, all pets must be registered with the Association. This will allow strays to be identified and pets causing damage or disturbances to be reported to the Unit Owner. Registrations will require certification that dogs and cats have been treated with rabies vaccine. Pet registration forms are available from the management agent.

No animals, birds, fish or reptiles of any kind shall be raised, bred or maintained in any unit for commercial purposes. Dogs, cats, fish or domesticated birds may be kept in units. **Dogs are restricted in size to a maximum of 16 inches high at the shoulders at maturity and only one per unit. Insurance regulations dictate that the following breeds of dog are not allowed to reside at Winfield; German Shepherd, Doberman, Air Dale Terrier, Pit Bull Terrier, Great Dane, Nikita, Boxer, Chow, Giant Schnauzer, Mastiff, Rottweiler, Samoyed, Alaska Malamute (Husky), Dalmatian, Kerry Bull Terrier, Spitz, St. Bernard and Staffordshire Bull Terrier.** Cats and birds are restricted to two per unit. One fish tank per unit is allowed.

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. Dogs must be leashed and supervised at all times on the property. In no event shall any pet be tethered.

Unit Owners and caretakers of pets are responsible for any damage or injury caused by any pet(s) owned by them, their families, guests or Tenants. No leash is to extend beyond ten (10) feet. Dogs may be walked in designated areas only. No pet shall threaten or interfere with any resident or guest of Winfield. Pets are not to be "curbed" on any roadways, walkways, patios or decks. **Unit Owners or caretakers of pets are responsible for the IMMEDIATE removal of any feces.**

When a pet is housed in a unit, the Unit Owner will indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations costs and expenses which may be sustained by or asserted against the Association and the members of its Executive Board by reason of acts of pets committed in or about the condominium property, and the Unit Owner will also be responsible for the repair of all damage resulting from acts of pets.

Seeing eye and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Offensive Activities and Disturbances. Each resident must behave in a mannerly fashion, being considerate of all others at all times. No obnoxious or offensive activity will be carried on in or within the properties of the association, nor will anything be done, either willingly or negligently, which may be or become an annoyance or nuisance to other persons within the association. No resident or their guest will play any musical instrument or operate any audio or video equipment, at a volume or time of the day that causes a disturbance to other residents.

Actions of Unit Owners. Unit Owners shall hold the Association and other Unit Owners and Occupants harmless for the actions of their own children, Tenants, guests, pets, servants, employees, agents, invitees or licensees.

DISPOSAL OF TRASH, GARBAGE AND RECYCLEABLES

Precautions. When opening the doors of the dumpsters, take care not to cause damage to the enclosure or injury to yourself. Please be certain the door is properly closed when finished.

Disposal. All household garbage, trash, organic or inorganic matter, must be put into plastic bags and sealed before being deposited in the dumpsters provided in the locations throughout the property. Dumpsters must be closed after deposit. These steps prevent garbage or waste from adhering to the inside of the dumpsters, thus creating a health hazard or odor, especially in warm weather. All residents must insure that garbage is put into the dumpsters so as not to attract any insects, rodents or other animals. **Anything left outside of or next to the dumpsters will not be picked up by the trash collector.**

Disposal of garbage or trash is to be made directly to the dumpsters and not left outside the dumpster, within the enclosure, or allowed to accumulate outside of the unit in or out of containers.

Large articles that are not considered "ordinary" household trash or garbage, such as furniture, box springs and mattress and recyclables that are not collected such as used motor oil and car batteries must be taken to the town transfer station.

All recyclables (cans, glass containers, newspapers and corrugated cartons) must be placed in the bins provided next to the dumpsters.

Dumping of paints, chemicals or toxic wastes of any kind is not permitted.

REGULATIONS FOR PARKING VEHICLES

Compliance with the Law. All residents must comply with state laws and Department of Motor Vehicle regulations. Motor vehicles are to be operated on established roads only.

Parking. All Unit Owners are responsible for their own, Tenants' and guests' parking. Each Unit has two (2) designated spaces. All other vehicles may park in visitor spaces marked (V).

No tandem overnight parking.

There is a limit of two (2) vehicles per unit for overnight parking. Any temporary exception requires permission from the Executive Board.

Residents are required to move their vehicles to facilitate the removal of snow, the spring and fall cleanups and the repair of common elements.

No vehicle may be parked to impede or prevent ready access to any parking space, pedestrian walkway or dumpster. For emergency reasons, temporary parking is permitted on one side of any roadway only. No overnight parking is permitted on roadways.

Driving or parking on lawn areas is strictly prohibited.

"For Sale" signs on vehicles are prohibited.

Overnight parking and storage of commercial vehicles with more than four (4) tires, is not permitted in parking areas or common areas.

Overnight parking and storage of camp trailers, recreational vehicles or boats belonging to residents or their guests is not permitted anywhere on the Association property.

Also included as vehicles not permitted, except as noted below, are those displaying "camper" license plates or substantially modified and/or equipped differently from the original manufacturer's specifications. This includes, but is not limited to external cooling units, electrical connections, pump out fittings, valves, regardless of the type of vehicle registration. However, the Executive Board, on a case-by-case basis, may authorize a vehicle with "camper" plates to park on the complex. This authorization must be in writing.

Violations of these regulations may cause the vehicle to be towed at the Unit Owner's expense.

Snowmobiles, Motorcycles and Off-Road Vehicles.

Motorcycles, snowmobiles, and off road vehicles are to be parked in designated parking spaces only.

UNDER NO CIRCUMSTANCES ARE MOTORCYCLES, MOPEDS, OR ANY OTHER MOTOR VEHICLES TO BE PARKED INSIDE ANY UNIT.

The operation of snowmobiles and off-road vehicles, such as dune buggies, dirt bikes, RV camper trailers or buses, is prohibited on Association property.

MOTORIZED BICYCLES, MOTOR SCOOTERS AND MOTORCYCLES MUST BE DRIVEN ON ESTABLISHED ROADWAYS ONLY AND ONLY BY INDIVIDUALS HOLDING A VALID DRIVER'S LICENSE...

Repair or Storage of Inoperable Vehicles. Repairs to motor vehicles are limited to emergency repairs only. A vehicle is not to remain unfit for the road for more than three [3] days. Unit Owners and occupants are responsible for clean-up and remedy of any damage or staining resulting from any oil or chemical spill or leak onto the pavement of the parking lot or street. Cost of cleanup by an outside contractor hired by the Association will be charged to the Unit Owner responsible for the offending vehicle. Abandoned or inoperable vehicles must be removed from Winfield property within a reasonable amount of time, not to exceed three (3) days. Storage of unregistered motor vehicles is not permitted on Association property at any time.

Bicycles, Skateboards, Roller Skates, and Heelys. Bicycles, skateboards, roller skates and heelys are to be used on paved surfaces only, EXCLUDING SIDEWALKS, and operators must adhere to the State of Connecticut traffic regulations governing these vehicles. Riding on lawn areas is prohibited. Bicycles, skateboards, or roller skates may not be stored on common areas or on patios.

Speed Limit. To insure the safety of all residents, the speed limit is restricted to fifteen (15) miles per hour within the complex.

Washing Vehicles. Vehicles may be washed in the parking areas. All hoses and equipment must be stored inside the unit when completed.

ENFORCEMENT OF RULES AND REGULATIONS

These Rules and Regulations shall be enforced by the Executive Board pursuant to the provisions of the Unit Ownership Act of Connecticut, the Condominium Declarations and the By-Laws of The Winfield Condominium Association, Inc.

PROCEDURES IN CASE OF VIOLATIONS

If the Executive Board determines that there may be a violation of any of these Rules and Regulations, it may cause a notice in writing to be sent by mail to the Unit Owner to correct the violation as soon as possible but within seven (7) days of the date of the mailing of the notice.

If the Unit Owner disputes the violation, he/she may make written demand for a hearing within ten (10) days of the mailing of the notice. Upon receipt of this demand, the Executive Board will call a hearing, giving reasonable notice to the Unit Owner. The hearing will be held before a committee of the Executive Board.

If the Unit Owner fails to demand a hearing or to comply with the notice, the Executive Board may levy a charge for each violation, after Notice and Comment, as follows; the first fine will be \$25.00, the second fine will be \$50.00 and all subsequent fines will be \$100.00, unless otherwise specified.

Each day that a violation continues after the date for compliance as set forth in the first notice will constitute a separate violation. Any charge levied is to be collected as a summary charge against the particular unit involved.

Collection of charges may be enforced by the Association in the same manner as it is entitled to enforce the collection of common charges. Levy of charges will not replace or abrogate any action for damages or injunctive or other relief provided by law.

INSURANCE

The Association carries property and liability insurance as specified in the By-Laws. Residents are responsible for insurance on personal property within their unit and in any limited common area that has been assigned for their use, including upgrading or other changes made. The Unit Owner should check with his/her insurance agent to determine the adequacy of coverage on items for which the Unit Owner is responsible.

The Association has a deductible on common element property insurance. If a claim is made under the master policy due to the negligence of any Unit Owner, the Unit Owner will be responsible for the deductible. The Association will, at no time, have any responsibility for any un-reimbursed property damage.

Increase in Rating. No action will be allowed which will increase the rate of insurance on any of the buildings or contents without the prior consent of the Executive Board. No Unit Owner will permit anything to be done to the property which may result in the cancellation of insurance coverage on any of the buildings or contents or which would be in violation of the law.

Rules of Insurance. Unit Owners and Occupants will 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.

PROCEDURES FOR EMERGENCY ACCESS TO UNITS

The Association or Management Agent will not hold master keys to any unit. In case of an emergency such as water leakage, burst pipes, or other conditions which endanger people or cause damage to other adjacent property, attempts will be made to contact Unit Owners or residents of the unit in order to make emergency repairs and control further damage.

If the resident or Unit Owner cannot be located within a reasonably short period of time, the Association will authorize forcible entry into the unit. It is the Unit Owner's or Resident's responsibility to maintain up-to-date emergency access information with the Property Management.

Reasonable efforts by telephone, text, email or USPS mail will be made to contact Unit Owners whose unit has been entered to perform emergency repairs or damage control.

PART TWO

SERVICES AND MAINTENANCE

INTRODUCTION

The Association will maintain building exteriors, common areas and limited common areas, in conformity with the original concept and intended character of The Winfield Condominium Association, Inc. Interior repairs and replacements are the responsibility of the Unit Owner or as otherwise specified in the By-Laws.

DEFINITIONS

Unit. The unit is the space within any residence as measured from and including the interior surface of the roof, the cellar floor and interior surface of the perimeter walls. The term "residence" shall be used to refer to the entire building when it is clearly intended to include more than the interior space defined by the term "unit".

All other areas, indoors or out, are either Common or Limited Common areas or facilities.

Common Areas and Facilities. Common areas and facilities are; all real property, including improvements and facilities in the condominiums other than the unit (as previously defined) including, but not limited to, easements through units for conduits, pipes, ducts, plumbing and wiring, for the forwarding of utility services to units and common areas and facilities and to support improvements.

Limited Common Areas and Facilities. Limited common areas and facilities are those portions of common areas and facilities reserved for the exclusive use of a particular unit. They consist of designated parking spaces, front steps, decks and patios.

"Amended By-Laws" and "By-Laws". The By-Laws of The Winfield Condominium Association, Inc. as amended.

MAINTENANCE REQUESTS

Unit and Limited Common Area Work Requests. Any maintenance requests should be made by phone or in writing to the Management Company.

BUILDING MAINTENANCE

GENERAL POLICY

The policy of the Association is to maintain the common and limited common areas of the buildings - for example: roofs, siding, trim, exterior stairs, decks patios, lawns and shrubs - in a condition of safe repair and compatible with the character and integrity of Association property.

Unit Owner's Responsibility for Repairs, Maintenance and Negligence. The By-Laws provide that each Unit Owner is responsible for the maintenance of and repair to the unit. The Unit Owner is also responsible for all damages to other units, as well as to the common and limited common areas, if such damages are the result of negligence, misuse or neglect.

Windows and Doors. Unit Owners are responsible for the replacement of glass, as well as the replacement of all windows, doors and sliders. All other problems should be addressed to the Management Company.

Storm and Screen Doors. These items are optional and the Unit Owner is responsible for all costs of installation, repair and maintenance. Installation of storm/screen doors must be authorized by the Executive Board to ensure that they will be of approved design, structure and color. A Variance Form must be filed.

Screens. Repair or maintenance of screens is the responsibility of the Unit Owner.

Decks. The Association will maintain all decks to ensure structural integrity. Unit Owners are responsible for general cleaning, snow removal, and day-to-day maintenance of decks.

Waterproofing of decks is the responsibility of the Association. The use of paint or colored stain is not permitted.

If alterations or additions to a deck by a resident result in premature deterioration, the cost of repairs or replacement will be charged to the Unit Owner. For safety purposes, flower boxes or other objects on a railing should be properly attached and should not present a hazard by rot or other damage.

Radon. Any required radon mitigation will be the Unit Owner responsibility. This amendment supersedes any other radon information as of January 1, 2006.

Roofs. All roofs will be maintained by the Association. Residents or unauthorized persons are not permitted on roofs for any purpose.

Water Runoff Diverters. Unauthorized addition of gutters or water diverters is prohibited. If the Unit Owner considers that delayed water runoff is an excessive nuisance, a Variance Request may be filed. Any work approved must be performed at the Unit Owner's expense and under the supervision of the Managing Agent.

INTERIORS OF UNITS

Structural alterations made to unit interiors must comply with all applicable Plymouth and State of Connecticut building codes and permits. A Unit Owner who desires to alter any unit structurally, including the attic or the basement, must file a Variance Form with the Executive Board and receive authorization in writing before proceeding with such alteration. The Unit Owner should make certain that the person or firm selected for any alteration has registered at the Management Office before starting and that all required building permits have been obtained and filed with the Management Agent.

Attic Areas. Any repairs or maintenance to the interior of the attic, the attic stairs, or the unit fan, are the responsibility of the Unit Owner. Any major repairs or replacement must comply with the above requirements.

Electrical Wiring Electrical Fixtures, Plumbing, and Plumbing Fixtures. These are the property of the Unit Owner. Fixtures include, but are not limited to, light switches, outlets, chandeliers, sinks, tubs, toilets, faucets, water heaters, bathroom fans and all heaters. The Unit Owner is responsible for all repair or replacement of electrical wiring, electrical fixtures, plumbing and plumbing fixtures.

Appliances. Electrical appliances (stove, refrigerator, dish washer, garbage disposal, washer and dryer, etc.) are the property of the Unit Owner, who must bear all maintenance and replacement costs.

Heating. All maintenance, repair or replacement of heating equipment is the responsibility of the Unit Owner and should be performed by licensed electricians.

Walls, Floors, and Ceilings. Minor interior repairs - for example, resetting of nails in walls, filling of settling cracks, and correcting damage to interior trim - are the Unit Owner's responsibility. When walls, floors or ceilings are damaged by water, from other than rain or melting snow and ice entering the unit, the Association will assume no responsibility for the cost of replacement or repair. Such water entry could be the result of leakage or overflow in another unit - for example, backup of drains or sewers. Damage from water in one unit caused by the negligence of the Unit Owner or Occupant in another unit will be billed to the negligent Unit Owner. Damage from a stoppage within a Unit Owner's fixture or appliance is the responsibility of the Unit Owner.

Floor Coverings. All carpeting, floor covering and finished flooring (such as a hardwood floor in a finished basement) are the property and responsibility of the Unit Owner.

Wood, Metal or Ceramic Trim. The Unit Owner is responsible for all interior repairs or replacements - for example, doors, jambs and trim, cabinets, counter tops and bathroom tiles.

EXTERIOR WOOD AND METAL STRUCTURES

Dumpster Container Areas, Mail Boxes, Lighting Standards and Miscellaneous Items.

The Association will maintain and repair these items when damage occurs or the Executive Board deems necessary.

TREES AND SHRUBS

The policy of the Association is to maintain the common areas in a manner consistent with conditions existing when the condominium was turned over by the Declarant. Vines, trees and shrubs are not permitted to be in contact with buildings or other structures. When such a situation occurs, trees and shrubs may be removed or pruned.

Native and Decorative Trees. The Executive Board will make every reasonable effort to conserve native trees. Decorative trees planted originally by the Declarant will be maintained. If native or decorative trees do not survive, the Executive Board will determine whether to replace them, without restriction, as to species, size, or number, after a study of the situation. Evergreens originally planted will be handled on a similar basis.

General Tree Care. General care, removal and pruning of trees will be carried out on an approved cyclical program. This includes fertilizing, spraying, and tree surgery as determined by the Executive Board.

Shrubs and Foundation Planting. The Association will maintain shrub, foundation, or ground cover planting. The Executive Board reserves the option of replacing dead plants with others of comparable traits.

Shrub Pruning. Shrubs will be pruned on a regular cycle or when the planting next to a unit grows so tall or compact that it causes deterioration of siding, limits access along pathways, or interferes with painting.

LAWN AND NATURAL AREAS

Wild Areas. Wild areas are those left without landscaping and in original condition. No maintenance will be performed other than removal of dead trees, correction of serious erosion and elimination of fire hazards.

Lawn Areas. Lawn mowing will be scheduled by the Executive Board. At no time should obstructions such as grills, lawn furniture or toys be left on the lawn or other common areas. The Association will not be responsible for items left on the lawn that may be damaged by lawn care

operations.

Watering. Unit Owners are encouraged to water shrubbery beds and lawns during dry spells.

Seasonal Lawn Maintenance. Lawn areas will be fertilized and treated on a cycle determined by the Executive Board.

Spring Cleanup. Lawns will be cleared of winter debris and leaves will be removed as early as weather permits. Sand spread during icing conditions will be removed from walks, roadways, and adjacent areas. Lawn areas damaged by winter snow removal will be repaired. Common area beds and mailbox areas will be refurbished when needed.

Fall Cleanup. After the end of the growing season, Unit Owners are responsible for removing annual plantings. Leaves and other debris will be removed.

Drainage, Runoff, and Erosion. Where erosion has taken place or it is found that standing water threatens to damage grass, plants or buildings, steps will be taken to rectify the condition. Catch basins and roof gutters will be cleaned periodically and rebuilt or repaired if required.

ACCESS AREAS

Snow Removal. Removal of snow from deck areas and entrance steps is the responsibility of the Unit Owner. All other snow removal is the responsibility of the Association.

MISCELLANEOUS

Modification and Waiver. A modification and waiver of any of the provisions of these Rules and Regulations will be effective only if made in writing and executed with the same formality as this Agreement. **The failure of the Association to insist upon strict performance of any provisions of these Rules and Regulations will not be construed as a waiver of any subsequent default of the same or similar nature.**

Construction. These Rules and Regulations will be construed and governed in accordance with the laws of the State of Connecticut.

Separable Provisions. These Rules and Regulations will be considered separable and in the event any portion of them is declared invalid by any Court of competent jurisdiction, the same will not affect the validity or affect any other portion or provision.

Headings. The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provision of these Rules and Regulations.

WINFIELD CONDOMINIUM ASSOCIATION, INC.

NOTICE TO: PROPOSED LESSORS OF WINFIELD UNITS, ATTORNEYS AND REALTORS

Attached are the forms that must be used after October 1, 1996 to notify Winfield Condominium Association, Inc. of a proposed lease, a requirement set forth in the Rules and Regulations.

(1) Notice and Offer to Lease

- This form must be signed by each Unit Owner and each Tenant, and received by Winfield Condominium Association, Inc.
- The lease must conform to the Declaration, Bylaws, Rules and Regulations and leasing restrictions as identified in the Notice and Offer to Lease.
- The Notice and Offer to Lease will not be deemed received until the Tenants Certificate of Occupancy and a signed copy of the lease have been received by Winfield Condominium Association, Inc.
- The Tenant(s) may not occupy the unit until the Unit Owner has received approval from the Executive Board to allow the Tenant(s) to occupy the unit.
- Unless the Association notifies the lessor that it will not approve the lease within fifteen (15) days of receipt of all documents and the required fee, the lease will be deemed approved.

(2) Tenants Certificate of Occupancy

- This form must be signed by the Tenant listing all occupants and received by Winfield Condominium Association, Inc., c/o Elite Property Management, 10 Melrose Drive, Suite 9, Farmington, CT 06032.

Failure to file the Notice and Offer to Lease and the Tenants Certificate of Occupancy with Winfield Condominium Association Inc. within fifteen (15) days of start date will result in a fine of one hundred dollars (\$100.00).

**WINFIELD CONDOMINIUM
ASSOCIATION, INC.**

NOTICE AND OFFER TO LEASE

To: Executive Board, Winfield Condominium Association, Inc.

c/o Elite Property Management
10 Melrose Drive, Suite 9, Farmington, CT 06032

Pursuant to By-Laws of Winfield Condominium Association, Inc., as amended.

Re: 13 Holt Street, Unit Number: _____

Unit Owner(s): (1) _____

(2) _____

Address: _____

Telephone _____ email _____

1. The Unit Owner has received a bonafide offer for a lease of the Unit that the Unit Owner intends to accept from the following Tenant(s):

Tenant(s): (1) _____

address _____

city/state _____

Telephone _____ email _____

Tenant(s): (2) _____

address _____

city/state _____

Telephone _____ email _____

Term of Lease: From _____, 20____ to _____, 20_____.

[Must be at least six (6) months. Exceptions to the terms of the lease may be granted in writing by the Executive Board of Winfield Condominiums Association, Inc.]

2. The Unit Owner and Tenant(s) represent that the lease is consistent with the Declaration, By-Laws and Rules and Regulations and expressly provide:

- (a) that it may not be renewed, modified, amended, extended, assigned and/or that the Tenant(s) shall not sublet the Unit without the prior written consent of Winfield Condominium Association, Inc.;
 - (b) That the Tenant(s) shall abide by the Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time;
 - (c) That the Unit Owner may terminate the lease and/or bring summary proceedings to evict the Tenant(s), if the Tenant(s) fails to abide by the Declaration, By-Laws or Rules and Regulations. Other terms and conditions, consistent with the By-Laws, may be stated in the lease;
 - (d) The lease must also provide that Winfield may terminate the lease, or bring summary proceedings in the name of the Unit Owner if the Tenant(s) fails to abide by the Declaration, By-Laws or Rules and Regulations of Winfield Condominium Association, Inc. This includes the failure to pay fines levied against the Unit Owner, because of actions/deeds by Tenant(s), under the By-Laws and Rules and Regulations;
 - (e) The lease shall also contain the following provisions: "In the event that the Unit Owner shall fail to pay common charges for a period of sixty (60) days, thereafter, upon written notice to the Unit Owner and Tenant(s), the Tenant(s) will pay to Winfield Condominium Association, Inc. the portion of the monthly rental equal to the monthly common charges which should be paid by the Unit Owner. The Tenant(s) will pay the common charge, and any arrears, to the Association upon demand, monthly or on such other terms as the lease may provide for the payment of rents"; and reasonable legal fees incurred by the Association in enforcing the leasing provision will be recovered from the Unit Owner.
3. The Tenants Certificate of Occupancy is enclosed herewith and the statements included constitute representations which are a material part of this Notice and Offer to Lease. This Notice and Offer will not be deemed to have been received by Winfield Condominium Association, Inc. until the Tenants Certificate of Occupancy has been furnished to the Executive Board of Winfield Condominium Association, Inc.
 4. A signed copy of the lease between the Tenant(s) and Unit Owner must be submitted to the Executive Board prior to the Tenant(s) taking occupying the unit.
 5. The Tenant(s) will not occupy the unit until the provisions stated herein have been complied with.

Dated _____ 20____, and signed below.

Unit Owner (1) _____

Tenant(s) (1) _____

Tenant(s) (2) _____

WINFIELD CONDOMINIUM ASSOCIATION, INC.

TENANTS CERTIFICATE OF OCCUPANCY

To: Executive Board, Winfield Condominium Association, Inc.
c/o Elite Property Management
10 Melrose Drive, Suite 9, Farmington, CT 06032

The undersigned, (1). _____

(2). _____

proposed Tenant(s) of 13 Holt Street, Unit _____, Terryville, CT

at Winfield Condominium Association, Inc. do state

A. The Tenant(s) will occupy the unit as a:

(_____) primary residence (_____) secondary residence

B. The only other occupant(s) will be the following:

NAME	ADDRESS	RELATIONSHIP TO TENANT(S)
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The Tenant(s) will notify the Manager of Winfield Condominium Association, Inc. (Elite Property Management, 10 Melrose Drive, Suite 9, Farmington, CT 06032) in writing of any change in occupancy.

D. Tenant(s) has received a copy of the Rules and Regulations of Winfield Condominium Association, Inc. from the Unit Owner.

E. By the signature(s) below, the Tenant(s) declare(s) that the Rules and Regulations of Winfield Condominium Association, Inc. have been received, read and will be complied with and observed.

Tenant(s) signature (1) _____

print _____

Vehicle make _____ Model _____ Year _____

Co-Tenant signature(2) _____

print _____

Vehicle make _____ Model _____ Year _____

WINFIELD CONDOMINIUM ASSOCIATION, INC.

VARIANCE REQUEST PROCEDURE

1. Request for approval of all interior structural and exterior changes or modifications to Winfield Condominium Association, Inc. units, common areas, and/or limited common areas shall be made using the Winfield Condominium Association, Inc. "Variance Request" Form.

2. The Unit Owner will complete the top portion of the Variance Request Form providing adequate information for examination of the proposed change. If anything adjacent to or on the condominium will be moved or added, the following information is required:

(a) A detailed sketch showing all appropriate dimensions and distances; and

(b) Other pertinent information such as color, type and grade of material.

The Unit Owner will then forward the request to Winfield Condominium Association, Inc. at least seven (7) days prior to the Executive Board meeting at which the variance is to be considered.

3. The Executive Board will examine the proposal and either approve or disapprove the request. The Unit Owner will receive written notice of the decision no later than sixty (60) days from the receipt of the variance request.

4. Unless otherwise specified in Winfield Condominium Association, Inc. documents, any variance approved will become the responsibility of the Unit Owner to maintain and/or replace.

Approved variances will be listed on any resale certificate transferring to the new Unit Owner.

5. The Request form must be accompanied by a precise description of what the Unit Owner wants to do, plans and specifications, a statement of who is to do the work, and estimate of the time involved in the work. The Board may require plans prepared by a licensed engineer or architect. Town of Plymouth permits must be added to the application after preliminary approval has been indicated by the Board, and must be on file before written approval of the Request is issued by the Board. Plans and/or sketches must give dimensions of existing features as well as those of the proposed alteration/addition. Structural alterations include, but are not limited to, enlargement of deck or patio, placement of decorations or lights in limited common areas, installation of railing, awnings or decks or structural alteration of exterior walls.

THE EXECUTIVE BOARD

WINFIELD CONDOMINIUM ASSOCIATION, INC.

WINFIELD CONDOMINIUM ASSOCIATION, INC.

VARIANCE REQUEST

NAME: _____ UNIT #: _____

ADDRESS: _____

city/state _____

Telephone _____ email _____

Describe in full - attach sketch if necessary: (Include name of contractor, license and insurance certificate, if applicable any, and an estimated time of completion).

I understand that Winfield Condominium Association, Inc. will not assume any responsibility for maintenance or replacement of the above item unless otherwise specified in the Winfield Condominium Association, Inc. documents. Should the property granted by this variance become a hazard to common property, it may be removed at the Unit Owner's expense. Approval of this shall not be interpreted as a waiver of any permit or license required by law.

Unit Owner's Signature: _____ Date: _____

The Executive Board **APPROVES** **DISAPPROVES** this variance request.

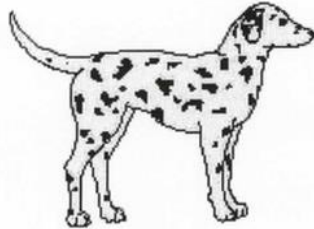
The following information relative to your variance will be listed on any Resale Certificate issued on your unit and responsibility for maintenance and/or replacement will be passed on to the new Unit Owner. A copy of your permit must be on file with the Management Agent, when received.

SIGNED: _____ Date: _____

Winfield Executive Board

**WINFIELD CONDOMINIUM
ASSOCIATION, INC.**

Dog and Cat Registration Form



Date: ____ / ____ / ____ Unit # : _____

Owners Name: _____

Pet's Name: _____

Breed: _____

Color: _____

Height at the shoulders at Maturity _____

Description: _____

I certify that my animals (dog and/or cats) have had the proper immunization vaccines including the rabies vaccine. I also certify that I read and understand the Rules and Regulations of Winfield Condominium Association, Inc. My pet is registered with the town of Plymouth.

Plymouth registration number is _____