



*Eagle's Nest  
Condominium Association*

**RESIDENT'S HANDBOOK**

JULY 1999

July 1, 1999

To: All Resident's of Eagle's Nest Condominium Association  
From: The Board of Directors  
Subject: The Resident's Handbook

With this letter, you will find a copy of the new Eagle's Nest Resident's Handbook.

The Board has recognized that new owners and tenants along with existing owners find it difficult to understand what exactly is expected of them as members of the Eagle's Nest Condominium Association. Rules & Regulations for the Association are scattered throughout the original Declaration and the Bylaws.

Therefore, we have followed the example of many other Condominium Associations and consolidated all Rules & Regulations for Eagle's Nest members into this one single Resident's Handbook. It is a combination of our own Bylaws, State Statutes and good ideas from other Associations.

The Board has been refining this Handbook for more than three (3) months. The attached copy has been approved by the Board and will go into effect on July 1, 1999.

We are, nevertheless, interested in your comments and suggestions for improvements. Please take the time to go through the package in detail. If you have any suggested changes, please make them in writing to Paul Pontillo, the Property Manager, for consideration by the Board.

The Board hopes that you find this Resident's Handbook to be a useful tool in keeping the Eagle's Nest as one of the premium Condominium Communities in Connecticut.

Sincerely,

*The Board of Directors*

## FORWARD

To all owner's and residents of Eagle's Nest Condominium Association:

This handbook has been prepared to acquaint you with the Bylaws and the Rules & Regulations of the Eagle's Nest Condominium Association. Both the Bylaws and the Rules are part and parcel of the Document, which was presented to you when you purchased your unit. By acceptance of the document, you have agreed to abide by its rules. Any changes or amendments to the above have been approved by the Board and when necessary, by the Membership. Leasees who are renting a unit must abide by the rules as well.

As you have discovered by now, living in a Condominium community is different in some respects from living in a private home. One enjoys a bit more freedom and privacy in an individual residence.

However, most of us have moved here to escape many of the responsibilities that owning a home entails. We have come to Eagle's Nest to delight in the wonders of living in a small community.

If all of us observe these rules, we shall ensure and reinforce the quality of life, the aesthetic and tranquil beauty that drew us here, and most important of all, we shall maintain and enhance our property's value.

By practicing good manners and using common sense, we can all enjoy the Eagle's Nest Community.

For elaboration on any specific items, or information, please refer to your original document or call Paul Pontillo.

If there is information you would like to see in future handbooks, or in addendum's, please send said information to Paul.

Remember again, that by working together to abide by these Rules, we create a better, more prosperous community for all.

Sincerely,

*Eagle's Nest Condominium Association, Inc.*

*Board of Directors*

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## PART ONE

### EAGLE'S NEST CONDOMINIUM ASSOCIATION, INC.

#### OVERVIEW

These rules were established to provide reasonable standards for maintaining the continued appearance of our community, the protection of our property values, and the encouragement of friendly, neighborly relationships in the Eagle's Nest community.

Under these Rules & Regulations, the words "unit owner" shall also include lessee (tenants) and other occupants of the unit.

The Eagle's Nest Condominium Association, Inc. (Eagle's Nest) has the legal authority (as provided under Section 47-244 of the Connecticut Common Interest Ownership Act) and the duty to see to it that your rights and privileges provided in the Declaration and Bylaws are fully protected against the actions of those who may not be willing or desire to comply with these rules. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with, the provisions of the **Condominium Declaration, Bylaws and the Rules & 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 of the State of Connecticut, and all applicable ordinances, Rules & Regulation of the City of Waterbury. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, the Bylaws, and the Rules & Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

#### OWNERSHIP, SALE, OR LEASE OF UNITS

No unit owner may lease his unit except by complying with the provisions of the By-Laws. The Bylaws provide, among other things, that, if any unit owner intends to lease his unit, he shall first give 30 days notice to the Association of such intention. Such notice shall be given by completing the forms in Appendix A (attached) so as to supply the name and address of the proposed lease (tenant) and the terms of the proposed transaction.

Furthermore, the lease must include the following provisions:

1. Owner and Tenant represent that the lease is consistent with the Declaration, Bylaws, and Rules & Regulations, and expressly provides:
  - a) that it may not be renewed, modified, amended, extended, assigned and/or that the tenant shall not sublet the Unit without the prior written consent of Eagle's Nest Condominium Association Inc.; and
  - b) that Tenant shall abide by the Declaration, Bylaws and Rules & Regulations, as the same may be amended from time to time; and
  - c) that the Landlord may terminate the lease and/or bring summary proceedings to evict the Tenant, if Tenant defaults in the performance of the lease or if the Tenant fails to abide by the Declaration, Bylaws or Rules & Regulations. Other terms and conditions, consistent with the Bylaws, may be stated in the lease;
  - d) the lease shall also provide that Eagle's Nest may terminate the lease, or bring summary proceedings in the name of the Landlord if the Tenant fails to abide by the Declaration, Bylaws or Rules & Regulations of the Eagle's Nest Condominium. This includes the failure to pay fines levied against the Owner, because of actions/deeds by Tenant, under the Bylaws and Rules & Regulations; and
  - e) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the unit owner.



Specific provisions must be included in the lease regarding compliance with the Declaration, Bylaws, and Rules & Regulations as they may be amended from time to time. The unit owner will be required to pay a fee for each set of leasing applications filed with the Association.

Unless the Association notifies the lessor that it will not approve the lease within ten (10) days of receipt of all documents and the required fee, the lease will deemed to be approved.

Failure to file the appropriate documents will result in a fine being imposed upon the unit owner.

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

## ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS

**Definitions of Common Areas and Limited Common Areas.** The exteriors of all dwellings, roadways, walkways, public lawns, entrances, shrubs and trees are common areas and not the property of the individual owner. Porches, decks and garages are limited common areas restricted to the corresponding unit. These items are more specifically described and defined in the Declaration.

**Prohibited Alterations or Decorations.** No articles other than seasonal decorations shall be hung out of a building, exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window except as provided by Board. If a unit is unoccupied, and left vacant, the unit owner must provide appropriate window treatments.

**Variance Approval.** No change or addition may be made to common areas or limited common areas without seeking a Variance Approval from the Association Board of Directors. A Variance Approval is necessary to ensure that the character of Eagle's Nest will be maintained, the rights of 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.

**Structural Alterations/Additions.** An owner who desires to make structural alterations or exterior additions to a residence, garage or other common property or limited common property must file a Variance approval with the Association Board. Forms are available from the Management Office. The Request form must be accompanied by a precise description of what the owner wants to do, plans and specifications, a statement of who is to do the work, and estimate of the time involved in said work. The Board may require plans prepared by a licensed engineer or architect. Municipal permits must be added to the application after the Board has indicated preliminary approval, and must be on file before the Board issues written approval of the Request. 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, installation of railing, awning, or decks, or structural alteration of exterior walls.

**Landscape Alterations/Additions.** An 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 approval, with a plan or sketch showing the proposed work in detail, with the Board. It shall be the responsibility of the unit owner, his Office or employees to determine the location of utilities and avoid damage to such utilities. Plans are to be submitted to the Board of Directors to be reviewed. No work may begin until the Board has approved the Variance Request, in writing. The Board shall answer any written request by a unit owner within sixty (60) days after such request.

**Unit Owner Responsibility for Alterations/Additions.** The unit owner shall, at his own expense, take corrective action respecting any alterations, damage, destruction or removal caused by him, or a tenant, to restore the common area to the original condition upon written notice from the Association. If the unit owner does not comply with such notice within sixty (60) days of the date thereof, the Association may take any action necessary to restore the ground or common area to its original condition and assess the cost thereof against the unit owner. The Board of Directors shall answer any written request by a unit owner within thirty (30) days after such a request.

**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 consent in writing from the Association shall 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 with such notice within the sixty (60) days of the date thereof, the Association may make such restoration and assess the cost thereof against the unit owner. Any structural alteration made after obtaining a variance which does not comply with the specifications filed, or any landscaping installed, which does not comply with the plan filed, shall be brought into compliance with such 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 with such notice within thirty (30) days of the date thereof, the Association may take whatever steps are necessary to bring the alterations or planting into compliance with the specifications or plan, and assess the cost against the unit owner as a common charge against him.

## **RULES & 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 level 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 indicting commercial uses may be displayed outside a unit, posted in doors, in windows, or at any other location on the Eagle's Nest complex.

**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 the peaceful possession or proper use of the property by its residents, including vehicles parked in open garages or driveways.

**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. No residents 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 residents 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.

Unit owners shall hold the Association and other unit owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, Offices, invitees or licensees.

**Fireworks.** No fireworks are permitted to be exploded on the Eagle's Nest complex.

**Tag, Estate, or Garage Sales.** Tag, estate, or garage sales are not permitted, other than those periodically scheduled by the Association Board, open to all residents unless requested in writing, and approved by the Board of Directors.

**Open houses/For sale signs.** Temporary signs will be permitted for open houses. No permanent signs are permitted inside or outside the unit Owners should have Realtors place notice in the ad announcing time and place that parking is permitted on Association roadways. A copy of the Rules & Regulations are to be given to all prospective buyers or tenants.

**Obstructions and Storage in Common Areas.** No unit owner shall cause or permit any obstruction of the common areas or limited common areas reserved for the use of his unit which will interfere with ready access to the unit by security personnel, firemen or others called in an emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through patio and decks areas, the only items permitted to be stored on decks and patios are: lawn furniture, barbecues, and flower planters. Written approval by the Board of Directors for the Association should be obtained before storing or displaying items not specifically covered in this section. 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 on the lawn which may be damaged by lawn care 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 element prohibited. Any damage resulting from such misuse shall be the responsibility of the unit owner from whose unit it shall have been caused. Total electrical usage in any unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

**Heating and Maintenance of Units.** During the winter months (October 15 through April 15) no unit owner shall leave his unit vacant without taking precautionary measures by way of maintaining heat in the unit and checking 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 also be taken. A temperature setting of 55 to 60 degrees Fahrenheit is required. The Association will seek recovery of out of pocket expenses



directly related to damage due to 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. Each unit owner is responsible, at his expense, to have detectors kept in good operating condition.

Air Conditioners and Fans. No window air-conditioners or window fans are permitted in any building without prior written permission from the Executive Board.

Painting Exteriors. Owners or residents shall not paint, stain, or otherwise change the color of any exterior portion of any building. The Association will maintain the exterior decks and arrange for routine maintenance as well as budget for exterior painting through their Capital Reserve Program.

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 such filters and screens will, at all times, be used and kept in clean good order and repair by the unit owner.

Storm and Screen Doors. Storm and screen doors, conforming to Eagle's Nest specifications, may be installed at the owner's expense. All installations should have written approval from the Board of Directors prior to installation.

- Type: 1. Half View  
2. White

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

Pets. Pets are restricted as a matter of right to one cat or dog per unit. Dogs can be no more than 20 inches in height. 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 Condominium Property within three days after notice to the owner. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash. No pets shall be curbed in any courtyard or close to any patio or terrace except in the street. Each unit owner shall clean up after his or her pet. The unit owner shall hold the Association and other unit owners harmless from any claim resulting from any action of his or her pet. Seeing-eye dogs and hearing-ear dogs will be permitted for those persons holding certificates of necessity.

*All pets must have proof of license and up to date inoculations. (The Association may request proof of license and Verification of inoculation in order to comply with Local and State ordinance.*

Note: Effective July, 1999, all new tenants will be restricted from having a dog. (No dogs allowed.)

Restrictions on Outdoor Cleaning, Washing, and Drying. No inappropriate object such as rugs, towels, clothes, sheets, blankets or laundry shall be hung or placed outside a unit from any windows, doors or decks. Rugs and mops shall not be shaken in such a manner as to cause dust to be blown towards nearby persons, decks, patios, windows or doors.

## TRASH, RUBBISH AND DEBRIS

**Disposal of Rubbish.** The Eagle's Nest Condominium Association will receive rubbish removal service for all ordinary residential trash and recycling on designated days. **Large articles that are not considered "ordinary" household trash or garbage, such as furniture, box springs and mattress, must be disposed of by the unit occupants.** Dumping of chemicals, motor oil, paints, or toxic wastes of any kind is not permitted. All recyclables should be separated from ordinary refuse and placed in the brown recycling canisters.

**Enclosure and Floor Coverings for Decks.** No deck or patio shall be enclosed, covered in whole or in part by any screen, or otherwise. No floor covering shall be installed on any deck without prior permission of the Board.

### A. Variance Form Attached

**Care of Decks.** Each unit owner shall keep his unit and any deck or patio to which he has sole access in neat, clutter free state of cleanliness and shall not create any annoyance, hazard, or safety.

## REGULATIONS FOR PARKING AND OPERATING BICYCLES, AND ALL MOTORIZED VEHICLES

**Compliance with the 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.

**Speed Limit.** To ensure the safety of all residents, the speed limit is restricted to 10 mph when driving within the complex. All guests should be informed of this safety regulation.

**Garages.** Residents are reminded that garages are for the primary purpose of parking your vehicles. Storage within the garage must not prevent the parking of a motor vehicle in the garage. Garages may not be leased to a nonresident of the Condominium. For security reasons, residents are requested to keep their garage doors closed at all times other than using the garage for entering or leaving the premises.

Residents are also requested to avoid backing vehicles up to garage doors and allowing exhaust fumes and carbon to mark or otherwise deface the garage door paint finish.

**Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles.** The operation of snowmobiles and off-road vehicles, such as dune buggies, dirt bikes, RV Camper Trailers, or buses, is prohibited on the Eagle's Nest property. Motorized bicycles must be driven on established roadways only and only by individuals holding a valid driver's license. Repairs to motor vehicles are limited to emergency repairs only. Unit owners and occupants are responsible for clean-up and remedy of any damage or staining resulting from any oil, chemicals, etc. which spill or leak onto the payment of the parking lot, street, driveway, and garage floor. Cost of cleanup by an outside contractor hired by the Association will be charged to the unit owner to which the vehicle belonged. Abandoned or inoperable vehicles must be removed from parking areas within a reasonable amount of time, not to exceed 3 days. Storage of unregistered motor vehicles is not permitted on the common elements at any time.

**Bicycles.** Bicycles are to be ridden on paved surfaces only, and cyclists must adhere to the State of Connecticut traffic regulations governing bicycles. Bicycle riding on the grass areas is prohibited. Bicycles must not be stored on decks, or common areas.

**Motor Vehicles.** All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, driveways and property. All vehicles of employees, agents, Unit Owners and occupants regularly using the premises must be registered with the Manager, and all vehicles parking for more than 72 hours must display either a vehicle sticker or carry a guest pass. Construction and Management vehicles not registered will be identified by a special pass card. 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.

Vehicles parked on the property for more than 72 hours without a guest pas (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 receiving charges of vehicles displaying such passes, as a Common Expense Assessment, which will be levied following Notice and Hearing.

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 or unloading.

Except where special arrangements are made, vehicles displaying guest passes are limited to ten (10) days' parking.

Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25.00 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.

The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading, following which the vehicle must be removed from the property for at least 16 hours; commercial vehicles carrying a sign advertising a business; trucks; vans and vehicles having a capacity of more than three-quarter ton; trailers of any kind; recreational vehicles and boats; motorcycles; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

## INSURANCE

The Association carries property and liability insurance as specified in the Bylaws. The resident is responsible for insurance on personal property within his dwelling unit and in any limited common area that has been assigned for his use, including upgrading or other changes he has made. The unit owner should check with his insurance Office to determine the adequacy of coverage on items for which he is responsible.

The deductible for property insurance insuring the common elements may vary from \$1,000 up to \$2500.00. If a claim is made under the master policy due to the negligence of any one-unit owner, the unit owner responsible for the damage resulting in the claim shall be responsible for the deductible. The Association will, at no time, have any responsibility for any un-reimbursed property damage.

**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 Board of Directors. No unit owner shall permit anything to be done or kept on the property which may result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

**Rules of Insurance.** Unit owners and occupants shall comply with the Rules & Regulations of the New England Fire Rating Association and with the Rules & Regulations contained in any fire and liability insurance policy on the property.

## PROCEDURES FOR EMERGENCY ACCESS TO UNITS

Neither the Association or Management Office shall hold master keys to any unit. In case of an emergency such as water leakage's, burst pipes, or other conditions which could endanger people or cause damage to other adjacent property, attempts will be made to contact owners or residents of the unit in order to make emergency repairs and control further damage.

If the resident or owner cannot be located within a reasonably short period of time, the Association will authorize forcible entry into the unit.

Reasonable efforts such as by telephone, telegram, or mail will be made to contact owners whose unit has been entered to perform emergency repairs or damage control.

In order to avoid the above situation, it is advisable that a neighbor is given a key and that information is given to the Management Office with a telephone number where one can be reached.



## ENFORCEMENT OF RULES & REGULATIONS

These Rules & Regulations shall be enforced by the Management Company at the direction of the Board of Directors pursuant to the provisions of the Unit Ownership Act of Connecticut, the Condominium Declarations and the Bylaws of the Eagle's Nest Condominium Association.

### PROCEDURES IN CASE OF VIOLATIONS

- A. Complaints of rule violations should be made in writing and submitted to the Property Manager. The person making the complaint must be identified in the complaint. The Property Manager and the Board may initiate their own written complaints.
1. Upon receipt of a written complaint, the Property Manager shall review the complaint to determine if any action is necessary.
    - a. The Management Office may respond to the complaint with a written warning or immediate compliance letter, giving the resident a chance to rectify the complaint.
    - b. The resident has the right to request a hearing regarding the complaint, within ten (10) days from the date of the letter.
    - c. A \$10.00 fine, per day, may be imposed after ten (10) days, until the said violation is cured, for noncompliance.
- B. A non-resident owner will be mailed a letter to the address on the Association's records, by certified mail, return receipt. A copy will be sent to the tenants occupying the unit by certified mail, return receipt requested and by regular mail, if they are involved in the complaint.
- C. The Board of Directors will hold a hearing on the date stated in the notice sent. If the violation has been abated, the Board may recommend that no action be taken with regard to the violation.
- D. Before the hearing, the owner of the unit will be entitled to examine and make copies of documents in the association's possession related to the complaint. The association, however, may refuse inspection and copying which are privileged from disclosure or otherwise made confidential or protected, for example, attorney work product.
- E. Before the Board can conduct a hearing, a quorum of the Board must be present. If a Board member excuses himself or herself from consideration of the complaint, the votes of the majority of the members present and exercising their power to vote shall constitute the decision of the hearing.
- F. The Board shall determine the procedure to be used at the hearing. The hearing procedure shall generally be as follows:
1. The Board of Directors shall explain the violation and present the evidence it has concerning the complaint.
  2. The alleged violator, which shall include the unit owner and the tenant if the tenant is involved, shall have the opportunity to respond to and present evidence concerning the alleged violation or the abatement of the violation.
  3. In its discretion, the Board of Directors may allow the alleged violator to question witnesses presenting testimony adverse to the alleged violator.
  4. The Board of Directors shall then adjourn the evidence portion of the hearing and reach a decision concerning the violation. The Board may retire to an executive session to vote on its decision or may vote immediately upon a completion of the hearing.

- G. The Board shall give notice of its decision within 10 days after hearing in writing to the unit owner and tenant, if the tenant is involved in the complaint. This decision shall include a description of the violation, the document provision violated, and the action taken by the board. This decision shall be delivered to the unit owner or tenant in the same manner as the original notice. The Board may decide to continue or delay its decision on the violation and shall notify the unit owner and/or tenant of this decision. A notice stating that the board's decision will be delayed shall state the time in which the board will render its decision and the reason for delay.

## MISCELLANEOUS

**Modification and Waiver.** A modification and waiver of any of the provisions of these Rules & Regulations shall 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 & Regulations shall not be construed as a waiver of any subsequent default of the same or similar nature.

**Interpretation.** These Rules & Regulations shall be construed and administered in accordance with the laws of the State of Connecticut.

**Separable Provisions.** These Rules & Regulations shall be considered separable and in the event any Court of competent jurisdiction declares any portion of them invalid, the same shall not affect the validity or affect any other portion or provision.

**Headings.** The paragraph heading herein are for convenience only and not be construed to limit or affect any provisions of these Rules & Regulations.

## PART TWO

### EAGLE'S NEST CONDOMINIUM ASSOCIATION, INC.

#### 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 Eagle's Nest Condominiums. Interior repairs and replacements are the responsibility of the unit owner or as otherwise specified in the Documents.

##### DEFINITIONS

**Units.** Boundaries of each Unit created by the Declaration are shown on the Survey and Plans as numbered Units with their identifying number.

All other areas, indoors or out, are either Common or Limited Common areas or facilities (see below).

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

**Limited Common Areas and Facilities.** These comprise those portions of common areas and facilities reserved for the exclusive use of a particular unit. They consist of decks, front doors, front porches/steps, and the light fixtures situated on the rear deck, over the front porch and on the outside of the garages.

**"Amended Bylaws" and "Bylaws".** Both mean the Bylaws of the Eagle's Nest Condominium Association as amended.

##### MAINTENANCE SERVICE - FORMS AND PROCEDURES

**Unit and Limited Common Area Work Requests.** Any maintenance requests should be put in writing and mailed to the Managing Office. All emergencies should be called into the Managing Offices office at the Unit Owners earliest possible convenience.

## BUILDING MAINTENANCE

### GENERAL POLICY

The policy of the Association is to maintain the common areas of the building - for example, roofs, siding, trim, stairs, entryways, etc. - in a condition of safe repair and compatible with the character and integrity of the Condominium.

**Owner's Responsibility for Repairs and Maintenance and for Negligence.** The Bylaws provides that each owner is responsible for the maintenance of and repair to his unit and garage. 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 his negligence, misuse, or neglect.

**Windows and Glass Doors.** Owners are responsible for replacement of windows as well as glass, skylights and doors. All windows must maintain their window screens.

**Decks.** The Association will maintain all decks to ensure structural integrity. Necessary replacements of supports damaged by rot or professionals hired by the Managing Office will perform insect infestation. All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of wood decks.

**Storm Doors Screens and Awnings.** These items are optional and the unit owner is responsible for all costs of installation, repair, and maintenance. Installation of storm/screen doors and awnings for decks must be authorized by the Association to ensure that they will be approved design, structure, and color.

**Screens.** Screens will be the responsibility of the Unit Owners and should be maintained in good working order.

If alterations or additions to a deck by a resident result in premature deterioration, the costs 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. They should not present a hazard by rot or other damage.

**Roofs.** The Association shall maintain all roofs. Residents or unauthorized persons are not permitted on roofs for any purpose.

**Attics.** Attic crawl spaces are a Limited Common Area, sole use to a particular unit. Any repairs and maintenance associated with the attic area would be a unit owner's responsibility.

## RESIDENCE UNITS - INTERIORS

Minor interior repairs, such as setting of nails in wall panels, filling the settlements cracks and correcting damage to the interior trim are the owner's responsibility. Structural alterations made to building interiors must comply with all applicable Waterbury and State building codes and permits. The owner who desires to alter his unit structurally must file a Variance form with the Association 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 Manager.

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

**Appliances.** Electrical appliances (stove, washer, and dryer, refrigerator, etc.) are the property of the unit owner, who must bear all maintenance and replacement costs.

**Heating and Air-Conditioning.** All maintenance of heating and air-conditioning systems, or their repair or replacement, is the responsibility of the owner and should be performed by authorized service representatives of the manufacturers.

**Walls, floors, and Ceilings.** 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 negligence of the owner in another unit will be billed to the negligent owner. Damage from stoppage within a unit owner's fixture or appliance is the responsibility of the owner. Minor interior repairs - for example, resetting of nails in wall panels, filling of settlements cracks, and correcting damage to interior trim - are the owner's responsibility.

**Floor Covering.** All carpeting and floor covering and additional flooring within the unit are the property of the unit owner.

**Pest Control.** Elimination of animals or insect infestation of any type is the owner's responsibility. The Association assumes no responsibility. The Association will, however, maintain an external maintenance program for bees and ants.

**Trim: Wood Metal, Ceramic, etc.** The unit owner is responsible for all interior repairs or replacements - for example, doors, jambs and trim, cabinets, counter tops, bathroom tiles, fireplace facing, hearth and mantel.

**Smoke Detectors.** It is the responsibility of the unit owner to maintain his smoke detectors in good operational condition.

## EXTERIOR

**Mail Boxes, Lighting Standards and Miscellaneous Items.** These items will be restrained or repainted on the same cycle as the residences. Whenever damage occurs, the Association will make repairs.



## GENERAL POLICY

In general, 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 grow on or be in contact with buildings or other wooden structures. When such a situation occurs, vines may be removed and trees and shrubs either removed or pruned by the Association.

## LANDSCAPING

Landscaping of the common areas is under the supervision of the Association and will be so maintained except for plantings installed by residents upon receiving approval of a Variance. All requests for care of trees or lawns are to be made in writing through the Managing Office.

## SPECIFIC POLICY FOR TREES AND SHRUBS

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

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

**Shrubs and Foundation Planting.** The Association will maintain shrub, foundation, or ground cover planting. The Association reserves the option of replacing dead plants with others of comparable traits. No replacements will be made if a resident has made extensive changes, nor will a plant purchased by a resident be replaced.

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

**Extra Planting by Residents.** A Variance approval is required if a unit owner desires to replace, at his own expense, existing shrubbery with essentially different shrubs, or to plant additional shrubs, trees, or ground cover in common areas. The resident is responsible for maintaining the new or altered planting. If he subsequently elects not to maintain it, he is responsible for restoring the area to a condition comparable to that, which originally existed. A unit owner having purchased from a prior owner who has done special planting is responsible for all maintenance of such planting on taking title.

## LAWN AND NATURAL AREAS

**Lawn Areas.** The areas to be mowed will be determined by the Association. Lawn mowing normally will be scheduled once a week during the growing season. The Association may alter the schedule during dry spells. At no time should obstructions such as grills, or patio, lawn, play equipment or other furniture, or bird's baths, fountains, or statuary be placed on a lawn or other common area. The Association will not be responsible for items left on the lawn, which may be damaged by lawn care operations.

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

**Spring Cleanup.** In the spring, lawns will be cleared of winter debris and leaves removed from borders as early as weather permits. Sand spread during icing conditions will be removed from walks, roadways, and adjacent grassed edges. Lawn areas damaged by winter snow removal will be repaired. Common area beds and mailbox areas will be refurbished where needed.

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

## ACCESS AREAS

**Snow Removal.** Removal of snow from the wooden deck area is the responsibility of the unit owner. Any damages caused to decks, siding or sliding doors caused by melting snow left uncleared is the responsibility of the unit owner not the Association. Any owner or tenant intending to be away for an extended period during the winter should make arrangements for snow removal from their deck(s).

**AMENDMENT: OCTOBER 2, 1991**

**EAGLE'S NEST  
RULES AND REGULATIONS**

Pursuant to the vote of the Executive Board of Eagle's Nest Condominium Association of Waterbury, Inc. ("The Association"), at a meeting of the Executive Board held on October 2, 1991, the Rules and Regulations of Eagle's Nest (the "Rules") will be amended as follows:

1. Subsection 3 of Section 3 of Section C of the Rules is hereby deleted and the following is substituted in lieu thereof:

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 twenty {20} inches in height at the shoulder at maturity and of gentle disposition, nor more than one cat or other household pet, approved by the Executive Board or by the Manager if so delegated by the Executive Board, may be kept in the Units, provided that they are not kept, bred or maintained for any commercial purposes. As a pre-condition to the Executive Board's approval of any such dog, the Unit Owner must provide to the Executive Board a certificate from a licensed veterinarian indicating that the dog will not be more than twenty {20} inches in height at the shoulder at maturity. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three {3} days' written notice from the Executive Board. In no event shall any dog be permitted in any portion of the Common Areas unless carried or on a leash, or be curbed in any courtyard or close to any patio. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity. Pet droppings and the proper disposal thereof shall be the responsibility of each Unit Owner. Failure to remove pet droppings from the Common Areas will result in automatic fines up to the limit authorized in the governing documents. Repeated violations by a Unit Owner to properly tether pets or to dispose of their pet droppings will cause a forfeiture of the Executive Board's permission to keep a pet. Notwithstanding anything contained herein to the contrary, no tenant, licensee or invitee of a Unit Owner shall be permitted to raise, keep or breed an animal of any kind in a Unit or on the Common Areas.

2. In all other respects the Rules shall remain the same and in full force and effect.
3. The Amendment to the Rules shall become effective as of October 2, 1991.



## APPENDIX A

### EAGLE'S NEST CONDOMINIUM ASSOCIATION, INC.

#### 1) NOTICE AND OFFER TO LEASE

- This form must be signed by each Owner and each Tenant, and received by Eagle's Nest Condominium Association, c/o Managerial Services, 292-294 Roosevelt Drive, Seymour, CT. 06483, not less than Thirty (30) days prior to the lease start date.
- The lease must conform to the Declaration, Bylaws, Rules & 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 signed copy of the lease have been received by the Association.
- The Tenant may not occupy the unit until the unit owner has received approval from the Board of Directors to allow the Tenant to occupy the unit.
- Unless the Association notifies the lessor that it will not approve the lease within ten (10) days of receipt of all documents and the required fee, the lease will deemed to be approved.

#### 2) TENANT'S CERTIFICATE OF OCCUPANCY

- This form must be signed by the tenant listing all occupants and received by Eagle's Nest Condominium Association, c/o Managerial Services, 292-294 Roosevelt Drive, Seymour, CT. 06483, before the unit is occupied.
- It includes a statement that a copy of the Rules & Regulations of Eagle's Nest (which can be obtained from the Management Office) has been received, read and will be observed by the Tenant and occupants.

The fee for filing a Notice and Offer to Lease and Tenant's Certificate of Occupancy with Eagle's Nest Association will be \$50.00 per lease. Failure to file these documents with the Association prior to the lease start date will result in a fine of \$100.00.

EAGLE'S NEST CONDOMINIUM ASSOCIATION, INC.

TENANT'S CERTIFICATE OF OCCUPANCY

To: Board of Directors  
Eagle's Nest Condominium Association, Inc.  
c/o Managerial Services  
292-294 Roosevelt Drive  
Seymour, CT. 06483

The undersigned, (1) \_\_\_\_\_ and (2) \_\_\_\_\_  
proposed tenant(s) of \_\_\_\_\_ at Eagle's Nest Condominium do  
state:

- A. Tenant 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. Tenant will notify the current Manager of Eagle's Nest (Managerial Services, 292-294 Roosevelt Drive, Seymour, CT. 06483) in writing of any change in the foregoing occupancy.
- D. Tenant has received a copy of the Rules & Regulations of Eagle's Nest Condominium Association, Inc. from the unit owner.
- E. By the signature(s) below, the Tenant(s) declares that the Rules & Regulations of Eagle's Nest Condominium Association, Inc. have been received, read and will be complied with and observed.

Signatures of

Tenant (1) \_\_\_\_\_ (2) \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE AND OFFER TO LEASE**

To: Board of Directors  
Eagle's Nest Condominium Association, Inc.  
c/o Managerial Services  
292-294 Roosevelt Drive  
Seymour, CT. 06483

Pursuant to Rules of the Eagle's Nest Condominium Association, Inc., as amended.

Re: Unit No. \_\_\_\_\_

Owner(s): (1) \_\_\_\_\_

(2) \_\_\_\_\_

Address: \_\_\_\_\_

1. Owner has received a bonafide offer for a lease of the Unit, which the Owner intends to accept from the following tenant(s):

(1) \_\_\_\_\_ (2) \_\_\_\_\_

\_\_\_\_\_ Street \_\_\_\_\_ Street

City State Zip City State Zip

Term of Lease: From \_\_\_\_\_ To: \_\_\_\_\_

(Must be minimum of 12 months (1 year) Exceptions to the term of the lease must be granted, in writing, by the Board of Directors of the Eagle's Nest Condominium Association, Inc.)

2. Owner and Tenant represent that the lease is consistent with the Declaration, Bylaws, and Rules & Regulations, and expressly provides:

(a) that it may not be renewed, modified, extended, assigned and/or that the Tenant shall not sublet the Unit without the prior written consent of the Eagle's Nest Condominium Association;

(b) that the Landlord may terminate the lease and/or 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, Bylaws or Rules & Regulations. Other terms and conditions, consistent with the Bylaws, may be stated in the lease; and

(c) that Tenant shall abide by the Declaration, Bylaws and Rules & Regulations, as the same

- (d) the lease must also provide that the Eagle's Nest Condominium Association may terminate the lease, or bring summary proceedings in the name of the Landlord, if the Tenant fails to abide by the Declaration, Bylaws or Rules & Regulations of Eagle's Nest. This includes the failure to pay fines levied against the Owner, because of actions/deeds by the Tenant, under the Bylaws and Rules & Regulations; and
- (e) the lease shall also contain the following provisions. In the event that the Landlord shall fail to pay common charges for a period of sixty (60) days, upon written notice to the Landlord and Tenant, the Tenant will pay to the Eagle's Nest Association such portion of the monthly rental equal to the monthly common charges which should be paid by the owner. The Tenant shall pay said common charges, and any arrears, over to the Association upon demand, monthly or on such terms as the lease may provide for the payment of rents; and
- (f) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the unit owner.

3. Tenant's Certificate of Occupancy is enclosed herewith and the statements therein 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 Eagle's Nest Association until Tenant's Certificate of Occupancy has been furnished to Eagle's Nest Board Of Directors.

4. A signed copy of the lease between the Tenant and Owner Tenant must be submitted to the Board of Directors prior to the Tenant taking occupancy of the unit.

5. Tenant will not occupy the unit until the provisions stated herein have been complied with.

Dated: \_\_\_\_\_ and sign below.

Owner (1) \_\_\_\_\_ Tenant (1) \_\_\_\_\_

Owner (2) \_\_\_\_\_ Tenant (2) \_\_\_\_\_

MANAGERIAL SERVICES, L.L.C.  
292-294 ROOSEVELT DRIVE  
SEYMOUR, CT 06483

---

NON-EMERGENCY WORK REQUEST FORM

Date: \_\_\_\_\_ Property Name: Eagle's Nest

Dear Managerial Services:

Below I have listed the non-emergency work, which I am requesting to have completed by the Association. Please review the following and submit this request to the Board of Directors for their authorization.

---

Unit #	Name	Home Phone #	Work #
--------	------	--------------	--------

---

*The requested work is:*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Please mail or fax to Managerial Services. Additional comments may be added to the backside of this form.

*For Office Use Only:*

Assigned To: \_\_\_\_\_ Date: \_\_\_\_\_ Completed: \_\_\_\_\_

AMENDMENT TO  
EAGLE'S NEST  
RULES AND REGULATIONS

Pursuant to the vote of the Executive Board of Eagle's Nest Condominium Association of Waterbury, Inc. (the "Association"), at a meeting of the Executive Board held on October 2, 1991, the Rules and Regulations of Eagle's Nest (the "Rules") will be amended as follows:

1. Subsection 3 of Section C of the Rules is hereby deleted and the following is substituted in lieu thereof:

3. 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 twenty (20) inches in height at the shoulder at maturity and of gentle disposition, nor more than one cat or other household pet, approved by the Executive Board or by the Manager if so delegated by the Executive Board, may be kept in the Units, provided that they are not kept, bred or maintained for any commercial purposes. As a pre-condition to the Executive Board's approval of any such dog, the Unit Owner must provide to the Executive Board a certificate from a licensed veterinarian indicating that the dog will not be more than twenty (20) inches in height at the shoulder at maturity. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Executive Board. In no event shall any dog be permitted in any portion of the Common Areas unless carried or on a leash, or be curbed in any courtyard or close to any patio. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity. Pet droppings and the proper disposal thereof shall be the responsibility of each Unit Owner.

Failure to remove pet droppings from the Common Areas will result in automatic fines up to the limit authorized in the governing documents. Repeated violations by a Unit Owner to properly tether pets or to dispose of their pet droppings will cause a forfeiture of the Executive Board's permission to keep a pet. Notwithstanding anything contained herein to the contrary, no tenant, licensee or invitee of a Unit Owner shall be permitted to raise, keep or breed an animal of any kind in a Unit or on the Common Areas.

2. In all other respects the Rules shall remain the same and in full force and effect.

3. The Amendment to the Rules shall become effective as of October 2, 1991.

Certified to be the Amendment to the Rules adopted by the Executive Board on October 2, 1991.

Phyllis M. Mercer  
Secretary

VARIANCE APPROVAL FORM

Unit Owner: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Brief Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Plans Submitted: \_\_\_\_\_ Y N  
Date

Building Permit Submitted \_\_\_\_\_ Y N  
Date

Board Use Only

Approved \_\_\_\_\_  
Board of Directors

Denied \_\_\_\_\_  
Board of Directors