

ASPETUCK CONDOMINIUM ASSOCIATION, INC.

General Regulations – November 15, 2012

(NOTE: Definitions of initially capitalized terms are as found in Article I of the Declaration.)

I. USE OF UNITS

1.1 Units are limited to the occupancy by single families.

1.2 Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without public visits, shall be conducted, maintained or permitted on any part of the Condominium, nor shall any signs or other signs, window displays or advertising be maintained or permitted on any part of the Property or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

1.3 The Board of Directors or its designated agent may retain a pass key to all premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any premises without immediately providing the Board of Directors, or its agent, with a key therefor. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason therefor.

1.4 No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited; any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose Unit it shall have been caused.

1.5 The area outside of the buildings shall be kept free of trash, junk and unsightly material. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin.

1.6 Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building or on trees, and no sign, awning, canopy, shutter or radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors or such committee established by the Board having jurisdiction over such matter, if any.

1.7 No terrace, balcony or patio shall be enclosed or covered by any awning or otherwise enclosed without the consent of the Board of Directors or the committee established by the Board having jurisdiction over such matters, if any.

1.8 Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Board of Directors or such committee then established by the Board having jurisdiction over such matters, if any.

1.9 Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

1.10 Liquid Propane gas or “bottled gas” barbeques are the only grills permitted at Aspetuck. Propane tanks are not permitted inside the units. Units on the second floor are not permitted to store or use standard size 20lb propane tanks on the decks, per the Office of the Fire Marshal. The maximum weight propane tank permitted on decks is 2.5lbs (standard camping style propane bottle). The use of Charcoal Grills is prohibited at Aspetuck.

## II. USE OF COMMON ELEMENTS

2.1 There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Board of Directors except as hereinafter expressly provided.

2.2 No accumulation of rubbish, debris or unsightly materials will be permitted in Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, or terraces. No clothes, sheets, blankets, laundry, or other kind of articles shall be hung out of a building or exposed.

2.3 Storage of materials in Common Elements or other areas designated by the Board of Directors, including Storage Lockers [or attics] shall be at the risk of the person storing the materials.

2.4 Common Elements shall be used only for the purposes for which they were designed. No Person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by all others.

2.5 Residents who desire to improve the property by additional landscaping must have their plans approved in writing by the Board of Directors. Persons who make such landscaping improvements are required to maintain those improvements. Plantings installed without the prior written consent of the Board of Directors will be removed without warning.

## III. ACTIONS OF OWNERS AND OCCUPANTS

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

3.2 No immoral, improper, offensive or unlawful use may be made of the Condominium, and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of New Milford and shall save the Association or other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

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

3.5 No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners.

#### IV. Pets

4.1 No animals, birds or reptiles of any kind shall be raised, bred, or kept in the Condominium, except that a dog of less than fifteen (15) inches in height at the shoulder, cat, or other household pet, approved and licensed by the Board of Directors may be brought on the Condominium and suitably housed in Units, provided that they are not kept, bred or maintained for any commercial purposes

4.2. Pets must be supervised and leashed at all times. Pets shall not be tied outside any unit.

4.3. No pet should threaten or interfere with any resident or guest of Aspetuck. Stray animals will be taken to the animal shelter.

4.4. Pet owners are responsible for cleaning up after their pets. To help keep the common areas healthy and clean, please walk pets in the lower field away from the common grounds. Each incident reported carries a fine.

4.5. Residents will not allow their pets to cause or create a nuisance by continued or frequent noise. Any such 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 Board of Directors.

4.6. Pet owners will be liable for the action of their pets. The owner shall compensate any person hurt or bitten by any dog, and shall hold the Association harmless from any claim resulting from any action of his dog or cat.

4.7. Pet doors are not allowed.

4.8. Tenants of rented units are prohibited from housing pets of any size at Aspetuck.

#### V. INSURANCE

5.1 Nothing shall be done or kept which will increase the rate of insurance of any of the buildings, or contents thereof. No Unit Owner shall permit anything to be done, or kept in the Condominium, which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

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

5.3 Damage by fire or accident affecting the Condominium, and persons insured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Director by any person having knowledge thereof.

## VI. MOTOR VEHICLES

6.1. Parking facilities are for residents and visiting guests only. Numbered spaces are assigned to units specifically. Units with garages should use them for their cars. Vehicles may park in front of their own garage door(s) provided such parking does not interfere with traffic flow. The unassigned visitors spaces are on a first come, first serve basis. Guests are to park in these spaces not on the roadway. All Unit Owners and occupants are responsible for their guests' parking.

6.2 Vehicles may not be parked in such manner to block access to fire hydrants, sidewalks, mail boxes, refuse containers, designated fire lanes, or on the sides of the main roads. Tandem parking is not allowed anywhere, at any time.

6.3 Due to limited parking all resident's motor cycles should be parked in the front of their assigned spot with their car parked behind it.

6.4 Vehicle parking shall not be excessive for the number of occupants in a single unit.

6.5 Parking Areas shall not be used for any purpose other than to park passenger cars. Box trucks, recreational vehicles (snow mobiles, 4x4's, dirt bikes, etc.), tractor trailers and fleet vehicles are not permitted on Association property unless in the event of temporary residential delivery services.

6.6 Regular vehicle maintenance and/or washing is prohibited anywhere on Aspetuck property, unless in the event of an emergency in which case any work to be performed will be done in the unit's assigned space with the proper clean-up.

6.7 The Association is not responsible for any theft, damages, or theft of the contents of any vehicle on the property.

6.8 Signage of any kind, including For Sale Signs are not permitted on vehicles.

6.9 All persons operating a motor vehicle on the Property must comply with all local, state and federal laws governing the use of said vehicles, and must obey the speed limit of 15MPH on the Property. All vehicles on Association property shall be in operating condition.

6.10 Vehicles in violation will be towed at the expense of the owner of such vehicle with or without reasonable warnings have been placed on the vehicle. In addition a 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 violations.

## VII. RUBBISH REMOVAL

7.1 Trash container locations will be designated by The Board of Directors. Pickup will be from those containers only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris.

7.2 Long term storage of rubbish in the Units is forbidden.

7.3 Additional guidelines governing the use of trash containers may be promulgated by The Board of Directors.

#### VIII. LAUNDRY FACILITIES

8.1 Persons using the Laundry Room will keep them clean and presentable, and they shall repair and restore any damage which occurs during their use or during the period under their control.

8.2 The association assumes no responsibility for articles of personal property left in the laundry rooms.

8.3 All clothes left in machines must be promptly removed when the cycle is complete. Clothes left after the cycle is complete without supervision may be removed and piled on the work table by any person wishing to use the machine. Clothes and personal property left overnight may be removed by The Board of Directors.

#### Administrative Regulations

#### IX. GENERAL

9.1 Any consent or approval required by these Regulations must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or evoked at any time by resolution of the Board of Directors, subject to Notice and Comment or Notice and Hearing, at the option of the Board of Directors.

9.2 Entrance to or use of Association recreational facilities may be limited to registered owners or guests. Guests violating these regulations may be prohibited from use of the recreational facilities by the manager or his employee in charge. Guests entering recreational facilities will sign a guest register, with the name of the responsible host Unit Owner, if such register is maintained.

9.3 Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Board of Directors or an appropriate committee.

9.4 Additional administrative procedures regarding the enforcement of The General Regulations may be promulgated by resolution of The Board of Directors.

#### Recreational Regulations

#### X. GENERAL RECREATIONAL REGULATIONS

10.1 Recreational facilities are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user and the user shall hold the association harmless from damage or claims by virtue of such use.

10.2 Boisterous, rough or dangerous activities or behaviors, which unreasonably interfere with the permitted use of facilities by others is prohibited.

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

10.4 Unit Owners, members, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for notice and opportunity to be heard, concerning such violation.

10.5 Recreational facilities and equipment will be used for the purposes for which they were designed, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with play or use by others.

10.6 Specific rules and regulations regarding the use of the recreational building may be promulgated by the Board of Directors of Aspetuck Condominium Association, Inc.