

**STRATFIELD FALLS**  
**RULES AND REGULATIONS**

These Rules have been approved by the Association's Board of Directors under authority of its Declaration and Section 47-244 of the Connecticut General Statutes. They constitute the conduct and maintenance standards for our community and supersede all previous rules and regulations. All unit owners, occupants, tenants, guests, and other persons on the Property for any reason are strictly bound by these Rules at all times, and unit owners are responsible to ensure compliance by any person who they or their families, guests, tenants, or invitees allow onto the Property.

**ARTICLE I**

**USE OF UNITS**

**1.1. Single Families.** Units are limited to occupancy by single families.

**1.2. No Commercial Use.** No industry, business, trade or commercial activities, other than home professional pursuits, if permitted by the Town of Fairfield, without public visits, shall be conducted, maintained or permitted on any part of the condominium, nor shall any signs, window displays or advertising except for a name plate or sign 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. Access by Executive Board.** The Executive Board 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 reason therefor.

**1.4. Electrical Devices, Fixtures and Usage.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board 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. Displays Outside of Units.** 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 antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Executive Board or such committee established by the Board having jurisdiction over such matter, if any. The flags of Connecticut and the United States, and signs regarding candidates for public or Association office or ballot questions, may be displayed on units or their adjoining limited common elements (as defined in the Declaration) subject to reasonable restriction for time, place, size, number, and manner. Political signs are limited to

two in number per unit, two feet square in size, and two weeks prior and one day after the election. The Association advises discretion in the placement of political signs in order to preserve the community's attractiveness.

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

## ARTICLE II

### USE OF COMMON ELEMENTS

**2.1. Obstructions.** No one may obstruct, alter, damage, or change the appearance of the community's building exteriors, roadways, paths, landscaping, open areas, facilities, utilities, amenities, or other common areas or property, or otherwise deprive the community or its residents of them, without advance Board consent.

**2.2. Trash.** No garbage cans or trash barrels shall be placed by unit owners outside the units. 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. Littering, dumping, junk, abandoned furniture, and accumulations of leaves, brush, trash, and any other unsightly or odorous objects are prohibited throughout the community at all times.

**2.3. Storage.** Storage materials in common elements or other areas which may be designated by the Executive Board shall be at the risk of the person storing the materials.

**2.4. Proper Use.** Common elements shall be used only for the purposes for which they were designed. No person shall commit waste on the common elements, 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 element by all others.

**2.5. Landscaping.** The Board has exclusive control to select, install, alter, and remove all landscaping throughout the community. Unit owners and residents may not plant, cut, move, or remove any tree, shrub, flowerbed, garden, or other flora, or direct the Association's landscapers, without the permission of the Board. Unauthorized plantings will be removed at the unit owner's expense, while authorized plantings must be maintained at the unit owner's expense.

**2.6. Safety.** Common areas, sidewalks, roadways, and amenities are available solely at the user's own risk, and all residents and their guests must take reasonable precautions to protect themselves and their property. Parents are strictly responsible for their children's safety and behavior at all times. The Association does not employ security guards and cannot be responsible for criminal activity. Residents must take responsibility for their own well-being and the conduct of all persons to whom they allow access to the community, and immediately notify the proper authorities of any criminal, unsafe, or suspicious behavior.

## ARTICLE III

### ACTIONS OF OWNERS AND OCCUPANTS

**3.1. Annoyance or Nuisance.** No noxious, offensive, obscene, 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 to be done by such persons that interferes with the rights, comforts, or convenience of other unit owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other unit owners or occupants.

**3.2. Compliance with Law.** 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 Fairfield and shall save the Association or other unit owners harmless from all fines, penalties, costs and prosecutions for the violations thereof or noncompliance therewith.

**3.3. Pets.** No animals, birds or reptiles of any kind shall be raised, bred, or kept in the condominium, except that (a) a dog of less than 20 inches in height at the shoulder at maturity or 60 pounds in weight, whichever is greater, and of gentle disposition, (b) cat, or (c) other household pet, approved and licensed by the Executive Board or the manager based upon compatibility with the community, may be brought into the community and suitably housed in units, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days' written notice from the Executive Board. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash. The owner shall compensate any person hurt or bitten by any dog, and shall save the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye). Therapy dogs will be permitted for those persons holding certificates of necessity.

**3.4. Dog Maintenance.** All dog owners will be responsible for picking up and disposing of, in a garbage container, all dog droppings. A one hundred dollar (\$100.00) per occurrence fine will be imposed for a violation of this rule. In addition, dog owners will be responsible for the repair of any damage to the common areas that their dog has caused such as grass stains from urine.

**3.5. Indemnification for Actions of Others.** 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.

**3.6. Employees of Management.** The Association contracts with vendors to perform services for the community. Any questions or concerns about their performance must be directed to the Board, not to the vendors directly. Unit owners may not interfere with or attempt to direct the performance of their duties. These vendors cannot be used for personal business without being directly retained and separately compensated.

**3.7. Leases and Rentals.** All leases and rental agreements shall be in writing, filed with the Association, and subject to the requirements of the Declaration. Owners must require their tenants to maintain renters insurance and provide the Board with a copy of the insurance certificate or policy in the event of any loss.

**3.8. Repairs by Owners.** Only licensed professionals may be retained for work, installations, or repairs to any home with a value exceeding \$1000. Owners must provide the Board with a copy of the contractor's insurance certificate or policy in the event of any loss. Board-approved contractors for whom insurance information is already on file with the Board must be used for emergency repairs. Homeowners are strictly responsible for the cost of and any damage and violations caused by work, installations, or repairs which they perform themselves or have undertaken by others.

**3.9. Generators.** (a) Generators are prohibited throughout the community without advance approval of the Board and unless they are used and installed in strict accordance with all applicable legal requirements including any required municipal permit. Only natural gas generators between 8 kw and 20 kw producing no more than 69 decibels of sound will be allowed. (b) The approval process requires submission to the Board of a site plan showing the location and size of the proposed generator, proof that all manufacturer and municipal requirements as to minimum distance and usage will be respected, and any other information requested by the Board. The Board will list applications on meeting agendas and consider the comments of other unit owners. Applications may be granted, denied, or granted with conditions such as location requirements, the planting of green barriers, and so on. (c) Portable generators are prohibited. No generator may be permanently installed except by a properly licensed and bonded professional. Generators remain personal property at all times and shall not become common elements. (d) Generators may never be operated inside any unit, garage, or basement or near any window or air intake. Backfeeding (plugging a generator into a wall outlet) is prohibited. Generators must be "exercised" (operated with a 50% load) for twelve minutes every Monday beginning at 10 a.m. and serviced at least as often as the manufacturer recommends. (e) Any person who keeps, installs, or operates a generator assumes complete responsibility for all maintenance as well as resulting injuries and damage to buildings, landscaping, and other property, and must indemnify the Association and any person who incurs such losses.

## **ARTICLE IV**

### **INSURANCE**

**4.1. Increase in Rating.** Nothing shall be done or kept which will increase the rate of insurance of any of the building, or contents thereof, without the prior consent of the Executive Board. 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.

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

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

## ARTICLE V

### MOTOR VEHICLES

**5.1. Compliance with Law.** All persons must comply with all state laws and regulations, local ordinances, and other law applicable to the operation of motor vehicles throughout the property at all times. Vehicles may not be operated anywhere in the community except on established roadways in accordance with all road signs. The speed limit for all community roads is 10 miles per hour. Residents and their guests must drive with the utmost care throughout the community, and provide pedestrians the right-of-way at all times.

**5.2. Parking.** Parking spaces may be occupied by passenger motor vehicles, motor powered bicycles, vans, or bicycles. Parking is prohibited in any area not designated for parking, on any roadway or curbs, in any grassy area, in another unit's space or garage without permission, or in such a way as to obstruct access to a roadbed or another parking space.

**5.3. Use by Owner.** The parking space may be occupied only by a vehicle registered to and owned by an occupant of the unit or to a Lessee of an occupant to which the space is assigned, or for not more than seven(7) days, to a guest or invitee of the occupant.

**5.4. Registration.** Any vehicle which is parked in the community for more than seven consecutive days shall register with the Association. The Association may issue identification stickers which reflect that a vehicle is owned by a unit owner or lessee of a unit in the condominium. No such occupant of a unit shall have more than two vehicles registered to it, but all of said vehicles must be parked either in the garages or driveway or limited common element assigned to it.

**5.5. Regulating Use.** All abandoned, nuisance, unregistered, improperly-parked, and other vehicles violating these rules may be towed at the owner's expense. Any person responsible for any violation of these rules may be fined in accordance with the Enforcement Rules.

**5.6. Commercial Vehicles.** Service vehicles, vehicles with business lettering or ladders, commercial vans and pickup trucks, and any truck mounted with a plow, carrying exposed construction materials or equipment, or with a wheel base exceeding 126 inches may not be parked anywhere in the community between dusk and dawn.

**5.7. Other Vehicles.** Boats, trailers, recreation vehicles, campers, motor homes, motorcycles, snowmobiles, go-carts, jet-skis, and all-terrain vehicles may not be parked, stored, or operated anywhere in the community, except that continued storage of such vehicles present on the date this Rule was adopted may be continued.

## ARTICLE VI

### MAINTENANCE STANDARDS

**Section 6.1.** Owners must keep their units and garages clean, well-maintained, uncluttered, and free of obstructions, garbage, debris, hazardous conditions, snow, and ice. Owners may not permit stagnant water, refuse, rotten wood, or similar pest-related conditions to accumulate or remain anywhere in or near their units.

**Section 6.2.** All residents must take all appropriate steps to secure their property against intruders, the elements, and vacancy-related hazards. Outdoor furniture, umbrellas, and other objects must be secured against wind at all times. It is strongly recommended that all homeowners and renters obtain their own insurance.

**Section 6.3.** A working smoke alarm must be maintained in every bedroom and all levels of each unit. Open fires are prohibited throughout the community. Smoking materials, space heaters, and other fire hazards may not be left unattended or allowed to damage any structure. Charcoal grills may not be operated closer than ten (10) feet from any building or garage, and cannot be used on or below any deck. No grill of any kind may be operated except within ten (10) feet of a working fire extinguisher. Propane tanks cannot be stored in any building or garage.

**Section 6.4.** Every Unit Owner is strictly responsible to safeguard all structures from the major damage which can be caused by escaping water. This includes monitoring, maintaining, repairing, and replacing all pipes, hoses, drains, sinks, toilets, bathtubs, and similar fixtures within the boundaries of a Unit so as to prevent leakage, flooding, freezing, mold, and similar damage. All leaky pipes, valves, and toilets must be promptly repaired. Any person who sees, hears, or has reason to suspect that water, mold, or similar conditions have affected any person or portion of the community must immediately notify the appropriate authorities and the Board or Manager promptly thereafter.

**Section 6.5.** All washing machines must be equipped with steel-lined hoses and must also have a functioning shut-off valve. Water heaters must be replaced every ten years, except that tankless water heaters must be replaced every twenty years. All hot water heaters must have an emergency shut-off activated by moisture.

**Section 6.6.** Thermostats must always remain at temperatures adequate to prevent pipes from freezing and to prevent any other damage, and no lower than 60 degrees Fahrenheit from November 1 through April 1. Whenever a unit is unoccupied, all doors and windows must be locked and all sources of combustion must be extinguished or powered off. If a unit will be

vacant for more than five days, either the master water valve must be turned off or a responsible person must check the inside of the unit on a daily basis.

**Section 6.7.** All filters, vents, exhaust fans, hoses, and similar systems inside a unit must be cleaned and replaced at least as frequently as the manufacturer recommends. Dryer vents must be cleaned every two years. Furnaces must be inspected and cleaned annually by a licensed contractor.

**Section 6.8.** Any violation of any law or any provision of the Declaration, Bylaws, or these Rules which causes financial harm to the community or common expense may be assessed against the responsible unit owner, occupant, tenant, and/or guest.

## ARTICLE VII

### ADMINISTRATIVE RULES

**7.1. Consent in Writing.** Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at any time by resolution of the Executive Board, subject to Notice and Comment or Notice and Hearing, at the option of the Executive Board.

**7.2. Complaints in Writing.** Any formal complaint regarding the management of the property or regarding actions of other unit owners shall be made in writing to the Executive Board or an appropriate committee.

**7.3. Enforcement.** The Association may, in the Board's sole and exclusive discretion, enforce these Rules and protect the interests of the community by imposing fees and fines, through litigation in the Association's name, and as it otherwise deems appropriate and as allowed by law. The Board may issue a warning, demand that any violations cease, conduct a hearing, or take other appropriate action. After notice and an opportunity to be heard, the Board may impose a monetary fine of up to \$100.00 for each violation against any unit owner or other person who violates any provision of the Declaration, Bylaws, or these Rules, whether or not a prior warning has been issued. Ongoing violations incur an additional fine on a daily basis until resolved. Unit owners are responsible for any violation committed by persons occupying or visiting their unit.

**7.4. Collections.** All common expenses, special assessments, fines, and other debts owed to the Association constitute a foreclosable lien against the delinquent unit. Each incurs a \$100.00 per month late fee for so long as it remains unpaid plus all collection expenses including court costs and attorney's fees. A check returned by the bank for insufficient funds or any other reason will incur a \$20.00 fee. Accounts which are more than three months past due will be turned over to an attorney for collection, and may result in legal action including foreclosure.

**7.5. Payments.** All payments received or recovered will be applied against delinquent accounts in the following order: attorney's fees and collection expenses not entitled to statutory priority; interest on and then principal of each unsecured debt in chronological order; interest on

and then principal of each secured debt not entitled to statutory priority in chronological order; attorney's fees and collection expenses entitled to statutory priority; interest on and then principal of each unpaid priority fine in chronological order; interest on and then principal of each unpaid priority special assessment in chronological order; and interest on and then principal of each priority common expense assessment in chronological order. This means payment of a current common charge may be deemed late because some or all of it has instead been applied to other delinquencies in the order outlined above.