

Summary of the Rules and Regulations of Summerset Condominium

This is an annotated summary of the rules and regulations of Summerset Condominium. The sources of these rules and regulations are the Declaration, By-Laws, and Resolutions of the Board of Directors of Summerset Condominium Association. Reference should be made to the Declaration and By-Laws for additional rules not summarized here.

1. A single family, its servants, and guests as a residence and for no other purposes, shall occupy each unit.
2. There shall be no obstruction of the Common Elements or Limited Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Association. Each unit owner shall be obligated to maintain his/her own unit and keep it in good order and repair. Only the Board of Directors can authorize repairs deemed to be the responsibility of the Association.
3. Recyclable glass, metal, and plastic food and beverage containers must be separated from household trash, placed in approved plastic bags, and placed in the white recycling dumpsters. Newspaper and corrugated cardboard are to be bundled and placed into the white recycling dumpsters. All other household trash must be placed in the green dumpsters. Furniture and other large items must be taken to the city dump or recycling center. Failure to comply with these regulations will result in fines and/or an assessment of any additional cost or fines incurred by the Association.
4. Nothing shall be done or kept in any unit or the Common Elements or Limited Common Elements, which will increase the rate of insurance without the prior written consent of the Association. Insurance regulations do not permit the use of charcoal grills. State Law does not permit the use of kerosene heaters within the complex.
5. Unit owners shall not hang or display anything in or on the windows, on outside walls or railings of the buildings. No Signs (including "For Sale", "Open House" or "Tag Sale", etc.) awnings, canopies, satellite dishes, shutters, radio or television antennae or dish, shall be affixed without the prior consent of the Association. Satellite dish installations must conform to the Association's guidelines. Unit owners shall not paint, stain, or change the color of the exterior of the building. No openings shall be made in any exterior wall without the prior consent of the Association. Air conditioners and their installation must conform to the Association's guidelines. Prior approval by the Board of Directors is necessary before the installation of air conditioners.
6. No animals may be kept except for one dog and one cat per unit. Animals must be kept on a leash while on Common Property. Pooper-scoopers or the equivalent must be used for all animal refuse. Animals must not be tied to the trees or to railings. Violations of this regulation will result in fines and/or assessments for damage.

7. No noxious or offensive activities shall be carried on which may become an annoyance or nuisance to other unit owners. This includes such activities as tag sales or barking dogs.
8. Bicyclists are to obey all traffic rules when cycling within the complex. Bicyclists are not allowed to ride on lawns.
9. No laundry shall be hung outside. Common elements shall be kept free of rubbish and debris.
10. Except as permitted by the Danbury Zoning Regulations and additionally permitted by the Board of Directors, no industry, business, trade, occupation, or profession may be conducted on the property. No vehicles, other than an operable and registered automobile, may be parked or stored on any part of the property, except that campers, vans, trailers, boats, pickup trucks, motorbikes, and motorcycles may be kept in a unit owner's garage. Vehicles with commercial license plates or commercial signs are not permitted on common property. However, vehicles temporarily on the property for purposes of servicing the property itself or one of the Units may be parked thereon. All motor vehicle laws of the State of Connecticut will apply to the private drives of the Condominium, and all operators of any vehicle of any kind, must be licensed. The operation of go-carts, snowmobiles, pocket Bikes or any unregistered or uninsured motorized Scooters or Bikes are not permitted on the property. Motor vehicles are not to be parked on the roadways. All traffic and parking signs are to be obeyed. Parking spaces, which have been designated and marked as being for guest parking, are only for the temporary use of guests of unit owners. Unit owners or other permanent residents of the units may not use guest parking spaces for the parking of vehicles, trailers, campers, boats, or the like.
11. Draperies, blinds, or curtains must be installed by each unit owner on all windows of their unit.
12. No soliciting is allowed on common property by residents or nonresidents. Nonresidents should be asked to leave the property and the police should be notified if they do not comply.
13. The Association shall have the power to make regulations and levy fines for violations of these regulations. The fine for a single violation shall not exceed \$50.00. For each day that a violation continues after notice it shall be considered a separate violation.
14. A unit may not be leased for less than thirty (30) days. In the event of any lease, the unit owner shall be totally responsible to the Association for compliance by the tenant with the provisions of the Declaration and By-Laws.
15. Collection policy:
 - (a) The Association wishes to adopt a standard policy for collecting sums due the Association in accordance with Connecticut General Statutes §§ 47-258 and 47-261b.
 - (b) It is the responsibility of each Unit Owner to pay all common expense assessments, special assessments, fines, and other charges imposed upon the Unit when such expenses and charges

are due. The Association does not operate for profit and when one or more Unit Owners do not pay charges when they are due, the burden must be assumed by the other Unit Owners. For this reason, the Association will aggressively pursue collection activities when there is a delinquent Unit Owner account. The law does not require the Association to send monthly statements or any other notice when charges are due, except in situations where there is a change in the amount of the monthly charges. Association mailings of statements, overdue statements or management company collection letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal defense to paying such charges when charges are due. It is the responsibility of each Unit Owner to contact the Association with any questions as to amounts owed on a Unit account.

(c) Unless otherwise notified in writing by the Association, all common expense assessments and special assessments shall be due by the first of each month.

(d) If a Unit account is not fully current by the tenth day of each month, the Unit account will be considered delinquent. The Unit Owner will be assessed late fees, collection costs, and attorney's fees and costs as follows: (1) a late payment penalty of \$35.00 per month for each month that the Unit account remains delinquent; and (2) attorney's fees and costs incurred in attempting to collect the outstanding amounts due to the Association.

(e) If a payment is made which fails to bring the Unit Owner's delinquent account current and if such payment is thereafter accepted, unless the Unit Owner and the Association enter into an agreement providing for the payment to be applied in a different manner, the sums will be applied in the following order of priority: (1) attorney's fees and costs; (2) fines; (3) late fees or interest; (4) special assessments; (5) monthly common expense assessments; and (6) all other remaining charges. As sums are received, monies will be applied to the oldest balance due in each category in order of priority. This section shall not be construed to require the Association to accept payments of less than the amount required to bring the account current.

(f) The Association or its property manager [or its duly authorized representative] may, but shall not be required to, send statements for the Unit Owner's account to the Unit Owner and/or collection letter(s) to the Unit Owner when charges become delinquent.

(g) The Association or its property manager [or its duly authorized representative] is authorized to turn over a delinquent Unit Owner's account to the Association's attorney for legal collection proceedings when the amount unpaid on the Unit Owner account is greater than two (2) months of common expense assessments based on the periodic budget last adopted by the Association.

(h) Pursuant to the requirements of Connecticut and federal law, the Association's attorney shall make a written demand for payment of the delinquent Unit Owner account to the delinquent Unit Owner. The written demand shall provide for not less than thirty (30) or not less than sixty (60) days' notice prior to the commencement of collection or foreclosure proceedings. The Association's attorney will have the discretion to determine whether a written demand providing for not less than thirty (30) days' notice and/or a written demand providing for not less than sixty (60) days' notice is required, taking into account various factors, including, but not limited to: the amount

of the delinquency existing on the Unit Owner's account; the existence of one or more holders of security interests against the Unit, the history of delinquency on the Unit Owner's account, including repeated payoffs by holders of a security interest against the Unit; abandonment of the Unit by the Unit Owner; or the filing of a Bankruptcy petition which effectively stays collection efforts and causes undue delay.

(i) For purposes of the written demand providing for not less than sixty (60) days' notice, the Association's attorney is authorized to perform a title search in furtherance of satisfying the requirements of Connecticut General Statutes Section 47-258(m). Pursuant to the requirements of Connecticut General Statutes § 47-258(m), as amended by Public Act 13- 156, the Association's attorney will make a demand for payment in a record upon the Unit Owner and simultaneously provide a copy of such record to all holders of security interests described in Connecticut General Statutes § 47-258(b)(2), if any exist. The written notice to such holders of security interests shall set forth: (1) The amount of unpaid common expense assessments owed to the Association as of the date of the notice; (2) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (3) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (1) and (2) are not paid to the Association within sixty days after the date on which the notice is provided; (4) the Association's contact information, including, but not limited to, (A) the name of the individual acting on behalf of the Association with respect to the matter, and (B) the Association's mailing address, telephone number and electronic mail address, if any; and (5) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (1) and (2). Any notice required to be given by the Association's attorney under this subsection shall be effective when sent.

(j) If, following written demand from the Association's attorney, the Unit Owner's account has not been paid in full or a partial payment has been accepted and applied but there remains outstanding a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association, the Association's attorney is authorized to commence collection or foreclosure proceedings against the Unit.

(k) Notwithstanding any language contained within this Collection Policy to the contrary, a foreclosure of the statutory lien against a Unit shall be authorized by the Association's attorney as long as the statutory requirements of Connecticut General Statutes Section 47-258 have been met.

(l) A Unit Owner with a delinquent account may propose a payment plan in writing to the Executive Board. Any such payment plan will be subject to approval by the Executive Board. There is no standard payment plan and there is no guaranty that any payment plan will be accepted by the Executive Board.

(m) Under Connecticut law, the Association is given a limited super priority lien against a Unit for collection of unpaid charges. For this reason, it is the policy of the Association to aggressively pursue foreclosure and/or collection proceedings and to complete those proceedings as quickly as possible.

(n) In some situations, a lienholder with an encumbrance on a Unit, other than the

Association, may commence foreclosure proceedings against the Unit. In these cases, the Association's attorney must file an appearance in the action and monitor the action in order to protect the rights of the Association and the Association's lien. The Association, through its attorney, is required to appear in these actions even in instances where there is no delinquent Unit Owner account balance. These actions bring with them the possibility of a transfer of title of the Unit and the Association must appear in the action to monitor at all times who the rightful title owner of the Unit is.

(o) All charges, including, but not limited to, attorney's fees, management fees, court costs, title search charges, appraisal fees, marshal fees, court entry fees and any other charges and expenses associated with collection and/or foreclosure proceedings, including any fees and costs incurred in the defense of a lienholder's foreclosure action, shall be chargeable to the delinquent Unit Owner's account.

(p) Where one written demand letter has already been sent out by the Association's attorney, the attorney may, but shall not be required to, send a follow-up demand letter reciting a deadline date for payment which is less than thirty (30) days.

(q) To the extent that there is a conflict between this Collection Policy and the terms of any standard policy or procedure providing for collection or foreclosure against Unit Owners enacted or implemented by the Executive Board, the property manager, or any other entity, the terms of this Collection Policy shall govern.

(r) No changes should be made to this Collection Policy without first consulting with the Association's attorney.

16. Maintenance Standard:

- Plumbing

All unit plumbing fixtures must be kept in proper working order and attended when in use. Leaking valves, faucets, and toilet seals and valves must be repaired promptly. Washing machine valves must be closed when not in use and stainless-steel braided hoses used for the connections. Verify that toilets have stopped filling before leaving the unit. Water heaters should be replaced at the manufacturer's recommended interval but in no case a longer interval than 12 years.

- Heating

Unit owners or tenants must maintain a minimum temperature of 55 degrees within the unit. This includes hallways and laundry rooms. Garage doors must be kept closed during the winter except when in use.

- Electrical

Unit owners are responsible for the maintenance of all electrical fixtures within the unit and exterior fixtures controlled by the unit. The circuit breakers within the unit and the exterior circuit breaker serving the unit are the unit owner's responsibility.

- **Smoke Detectors**
Unit owners must ensure that all smoke detectors in the unit are in proper working order. Owners or their tenants must test the detectors in November and March.
- **Dryer Vents**
All dryer vent ducting must be made of metal. Ducting in unexposed areas or if more than ten feet in length must be of rigid metal. Unit owners are responsible for cleaning the ducts annually.
- **Chimney Inspection**
All chimneys must be inspected and cleaned or repaired, if necessary, on even numbered years at the unit owner's expense. The inspection must take place between July and November of the year with a copy of the inspection report sent to the management company. Although the unit owner is free to use any properly licensed and insured contractor, the Association will endeavor to negotiate a discounted group price. Repairs to the exterior portion of the chimney will be at the Association's expense.
- **Grills**
The use of charcoal grills on decks is prohibited. Gas grills must be properly maintained and located at the far end of the deck, away from the building and other combustible material. Grill cannot be left unattended when not in use.
- **Hazardous Material**
No hazardous or combustible material may be stored in the boundaries of the unit.
- **Air Conditioners**
Air conditioner repairs and replacement are the responsibility of the unit owners. New air conditioners must conform to the Association's approved size and location standards.
- **Windows and Doors**
The maintenance and replacement of all doors and windows is the unit owner's responsibility and expense except in the case of fire or storm damage. This includes garage doors and window and door screens. The Association repairs and replaces skylights.
- **Water Leaks**
All water leaks must be reported promptly to the Association.
- **Maintenance Problems**
Unit owners must report common property maintenance problems promptly to the Association.
- **Licensed and Insured Contractors**
Unit owners must ensure that all contractors performing work in their unit are properly licensed and insured.

- Snow Removal

Unit owners are responsible for removing snow/ice from their porches, decks, entrance steps or stairs, and the parking area in front of their garages. All vehicles must be removed from visitor parking the day following a snowstorm.

17. All owners are required to provide their telephone contact numbers, email addresses and vehicle information to the Association, so they can be contacted in case of an emergency. If the unit is rented, the owner is responsible for providing this information for their tenant as well. Owners are to inform the Association of any changes to their own or their tenants contact information. Annually unit owner form will be sent to owners to be filled out in its entirety with a return by date. If after this date the association has not received your form, the owner may be charged \$25.00 per day until the form is received.