



Return to:
 Bender, Anderson and Barba, P.C
 250 State Street #D-2
 North Haven CT 06473

**RULES ADOPTED BY
 CEDAR HOLLOW ASSOCIATION, INC.
 FOR
 CEDAR HOLLOW**

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**RULES ADOPTED BY
CEDAR HOLLOW ASSOCIATION, INC.
FOR
CEDAR HOLLOW**

**ARTICLE I
Introduction**

Section 1.1 – Identification. These are the Rules adopted by Cedar Hollow Association, Inc. for Cedar Hollow.

Section 1.2 – Definitions. Words used in these Rules with initial capitalization that are defined in the Declaration shall have the same meanings given them in the Declaration.

Section 1.3 – Conflict. The use of the Property and the behavior of Persons on the Property are also governed by the Declaration. In the event of any conflict between these Rules and the Declaration, the Declaration shall control.

Section 1.4 – Persons Bound by the Rules. All Unit Owners, tenants, holders of Security Interests, and occupants of Units, and their family members, guests, employees, contractors, and other invitees shall comply with these Rules.

Section 1.5 – Enforcement. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to fifty dollars (\$50.00) for violations of the Declaration, Bylaws, or Rules and Regulations, per day for each day after such Notice and Hearing that Executive Board determines that the violation of the Declaration, Bylaws, or Rules persists.

For parking fines, see Article X, Section 10.8 and attached schedule of fines.

**ARTICLE II
Actions of Owners and Occupants**

Section 2.1 – Noise. No one shall make any noise, play any musical instrument, or operate any electronic device that is loud enough to disturb the occupants of other Units. If people of normal hearing can hear the sound from inside other Units with the doors and windows closed, it is too loud. Any remodeling/construction work, playing of musical instruments or any other activity that creates elevated levels of noise is to be done between the hours of 9:00 a.m. and 9:00 p.m.

Section 2.2 – Annoyance or Nuisance. 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 intentionally or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

Section 2.3 – Pets. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in any of the Common Areas, except that two (2) pets such as dogs, cats, or other household pet, as approved by the Board of Directors, may be kept in the Units, provided that they are not kept, bred, or maintained for any commercial purposes; and providing that further 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 days written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Area unless carried or on a leash while being walked, or be curbed in any courtyard. Seeing eye dogs and other assistance animals will be permitted pursuant to Federal and State law.

- (a) Unit Owners and residents are financially responsible for any damage caused to a Unit, Common Area, or Limited Common Area by their pet(s). (This includes lawns, decks, etc.)
- (b) Pets are not to be tied to any Limited Common Area or Common Area. (This includes decks, front porches, trees, fences, bushes, poles, plants, or any other device)
- (c) All pets must be kept at least ten feet away from all recreation facilities. Pets are not permitted in the fenced in area of the recreational facilities.
- (d) Cats are not to climb on decks, cars, screens, or disturb plants of other Unit Owners. Repeated actions of this nature will require leashing.
- (e) Pets must be walked along the outer boundary lines. Pets are not permitted to eliminate elsewhere on the property. (*i.e. other than along outer boundary lines*)
- (f) The pooper scooper law of the Town of Rocky Hill must be observed. Dog Owners are required to pick up immediately after their pets and properly dispose of waste material in a plastic bag, properly sealed and placed in the trash.
- (g) Due to rabies, the Animal Control Officer of the Town of Rocky Hill encourages all Unit Owners to refrain from feeding the animals and birds. Pet dishes should not be left outside. Dumpster doors should be closed to prevent any potential animal entry.
- (h) Continued violations may result in pet removal, after notice and hearing.

Section 2.4 – Access to Unit. Unit Owner shall provide contact information to the Association for the purpose of emergent situations where access to the Unit is necessary. If the Unit Owner is unavailable and/or cannot provide immediate access to the Unit in an emergency, the Association, its agent or other person of authority may access the Unit. Any damages or expenses incurred in this situation will be the responsibility of the Unit Owner.

Section 2.5 – Basements. There shall be no building of or keeping a bedroom inside a basement. Should it be discovered by the Association that a bedroom has been built or kept in a basement, the Unit Owner will, after Notice and Hearing, be fined \$50 per day as long as the bedroom remains. Such fines are collectible and foreclosable just as are overdue common charges.

ARTICLE III
Signs, Flags, and Displays

Section 3.1 – Declaration Provisions. See Section 9.2 of the Declaration for use and occupancy restrictions relating to exterior displays.

Section 3.2 – Unit Number Signs. A Unit number sign no greater than four (4) inches in height and no wider than three (3) inches per number and a Unit identification sign no larger than one-half (1/2) square foot in area showing the name of the occupant are permitted. Such signs shall be of a uniform color, style, and lettering, all as approved by the Executive Board.

Section 3.3 – Signs for Elections or Ballot Issues. Signs either for or against candidates for public or association office or for or against public or association ballot issues may be displayed provided:

- (a) Signs must not exceed two (2) feet by three (3) feet in size.
- (b) Signs may only be located in the windows of a Unit or on a deck railing.
- (c) Signs displayed on a deck railing may only be secured in such a manner that their removal does not damage the deck railing.
- (d) Signs must not contain comments on a candidate's racial, religious, or ethnic background nor violate any local, state, or federal hate laws.
- (e) Signs may not be displayed earlier than two (2) weeks prior to the date of the election, referendum, or meeting at which the candidates or ballot questions will be voted upon, nor may signs be artificially lighted.
- (f) Signs must be removed the day after the election, referendum, or meeting at which the votes are taken

Section 3.4. Flags. The flags of the United States and the State of Connecticut and seasonal flags may be displayed from the railings of decks and from flagpoles attached to the wall next to the exterior entry doors of individual Units. Flags must not exceed eleven (11) square feet in area. If they are attached to a railing, they must be secured in such a manner that their removal does not damage the railing. Any damage to the common elements or limited common elements may result in a back charge for the repairs to the Unit after notice and hearing.

Section 3.5 Displays Outside of Units Seasonal and holiday decorations may be placed on the entry doors and the doorframes of the Units. Illuminated decorations must use wiring approved for outdoor use by Underwriters Laboratories or a similar rating organization. All decorations must be attached so that they can be removed

without causing damage to the Common Elements. Holiday decorations may be displayed thirty (30) days prior to and thirty (30) days post-Holiday.

Section 3.6 – Religious Displays. A Unit Owner or tenant of a Unit may attach to an entry door of the Unit or to the doorframe, an object, the display of which is motivated by observance of a religious practice or a sincerely held religious belief, provided such object does not:

- (a) Threaten the public health or safety;
- (b) Hinder the opening and closing of the door;
- (c) Violate any local, state, or federal law;
- (d) Contain any graphics, language, or any display that is obscene or otherwise patently offensive;
- (e) Individually or in combination with each other item displayed or affixed on the door has a total size greater than four (4) square feet.

Section 3.7 – Open House/For Sale/For Rent/For Lease Signs. A Unit Owner may display “For Rent/Sale/Lease” signs and/or “Open House” signs on any part of the Unit or the Property for no more than four (4) hours in duration.

ARTICLE IV Trash

Section 4.1 – Trash.

- (a) Trash may not be stored inside or outside of a Unit in any way that permits the spread of fire, vermin, or offensive odors.
- (b) Trash must be placed in either plastic or paper bags or other proper receptacle for trash and disposed of by placing it in the containers in the Common Elements provided for such purpose. Shipping materials such as peanuts must be bagged and sealed prior to disposal.
- (c) No trash may be left next to or outside of the trash containers
- (d) Large or bulk waste items such as, mattresses, box springs, couches, chairs, and bicycles must be placed in the space designated for furniture and bulky waste. Appliances are not to be disposed of on the property. The Unit Owner and/or tenant is responsible for the proper removal of all appliances. Hazardous materials and construction debris shall not be disposed of in the Community trash containers. The Unit Owner and/or tenant is responsible

for the proper removal of these items. Unit Owners may contact the Town of Rocky Hill at 860-258-7000 for information on disposing of bulk items.

- (e) Recyclable materials, and only recyclable materials, as designated by the Association's trash hauler are to be placed in the recycle bins.
- (f) No garbage cans, trash barrels, containers, or other items shall be placed outside or on the staircase landings, nor shall anything be hung from the windows, front porch or rear deck railings, or placed upon any of the windowsills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, front porch or rear deck. No accumulation of rubbish, debris, or unsightly materials will be permitted in Common Areas except in designated trash storage areas, nor shall limited common areas be used for general storage of personal property.

ARTICLE V Electrical Usage

Section 5.1 – Electrical Usage. Electrical usage in a Unit may not exceed the capacity of the circuits serving the Unit. There are Federal Pacific fuse boxes which contain aluminum wiring. It is a fire hazard and strictly forbidden to use power saws near such fuse boxes.

ARTICLE VI Grills and Fire Pits

Section 6.1 – Grills and Fire Pits. Under the Connecticut Fire Prevention Code, grills may be used and stored only on decks situated at ground level and must be operated at least ten (10) feet away from the building structure. Charcoal grills and fire pits are not permitted. Grills should be placed within the three (3) foot space on the ground in front of the decks. Grills are not to be placed near any A/C equipment or utility equipment. Smoke from the grill should not blow into the windows of other Units.

ARTICLE VII Satellite Dishes and Air Wave Reception

Section 7.1 – Installation and Maintenance of Satellite Dishes.

- (a) A Unit Owner, and the tenant of a Unit Owner who has the written permission of the Unit Owner, may install a satellite dish of one (1) meter or less in diameter on any deck that is a Limited Common Element appurtenant to the Unit. Prior approval by the Association is not required. However, Unit Owners and/or Tenants are strongly urged to speak with the Board of Directors regarding placement of the satellite dish/antennae,

as the Board has authority regarding, and specific rules regarding, placement of said items.

- (b) *Satellite dishes may not be installed anywhere in the Common Interest Community including the roof other than on Limited Common Element decks even if an acceptable quality signal cannot be received from those locations, without the approval of the Association.*

Section 7.2 – Conditions and Limitations on the Installation of Satellite Dishes.

Any satellite dish installed in accordance with the provisions of Section 7.1 is subject to the following conditions and limitations:

- (a) The satellite dish must not encroach on any general Common Element, any other Unit, or any Limited Common Element appurtenant to another Unit.
- (b) The satellite dish must be secured so it does not jeopardize the soundness or safety of any Improvement or the safety of any Person, even in a high wind.
- (c) Any Unit Owner or tenant who installs a satellite dish shall notify the Association promptly after the satellite dish is installed.
- (d) Satellite dishes shall be located in a place shielded from view from outside the Common Interest Community or from other Units to the maximum extent possible.
- (e) The satellite dish must be kept in good repair.
- (f) The satellite dish must be removed if it is no longer being used.
- (g) If the satellite dish is removed, the Improvements to which the satellite dish was attached must be restored to their prior condition.

ARTICLE VIII

Use of Common Elements and Limited Common Elements

Section 8.1 – Obstruction. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 8.2 – Structures in Common Elements. No plantings, gardens, structures, barbecues, furniture, or other objects may be planted, erected, or placed by any Unit Owner or occupant in the Common Elements.

Section 8.3 – Outdoor Furniture. No furniture, equipment, spas, pools, sporting goods, or other personal property of any kind may be placed, kept, or stored in the Limited Common Elements or the Common Elements except as permitted under these Rules. Outdoor furniture, statuary, and planters in good condition and in reasonable amounts may be kept on decks.

Section 8.4 – Landscaping.

1. Plans for planting shrubs must be submitted in writing for approval of the Board of Directors prior to planting. Shrubs under four (4) feet are allowed in the rear of the Unit only with PRIOR approval of the Board and no other area within the community.
2. Plants that cling to walls or railings are prohibited. Plants must not impede access to the maintenance of the deck, air conditioner condenser or any utilities.
3. No large bushes are to be planted within two feet of the building or deck. Overgrown shrubs planted by a Unit Owner may be removed at the Unit Owners expense. *The size of shrubs at maturity must be considered.*
4. Planters are not to be hung from the deck railing. No bird feeders are permitted.
5. Planting directly behind the deck area may not extend past the width of the deck and must not impede access to the air conditioning condenser.
6. All gardens more than three feet in depth must be placed along the boundary lines behind the Units desiring such gardens. These gardens must be no more than the width of one Unit, fifteen feet. If two or more adjacent Units plan on having gardens of this nature, then the gardens must be of the same size and the same common side (no space between the gardens).
7. The Unit Owner who previously had a garden and then removes it is responsible for grading and reseeding that area. The landscaping of the property should remain in the same state as when purchased. If a garden area is left unattended and becomes overgrown, the Association may remove the garden and reseed the area. The cost of this removal and reseeding may be charged to the Unit Owner after notice and hearing.
8. Plantings around the front light poles is prohibited. *Several residents have inadvertently cut electrical wires resulting in a loss of power to these light poles, thus creating a safety hazard.*

Section 8.5 – Hangings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of the windows, outside walls or doors of a building. No signs

(except as permitted in Article III of these rules), awnings, canopies, shutters and/or room air conditioners shall be affixed to or placed upon the exterior walls, door or roof. See Article VII of these Rules regarding Satellite Dishes. With regard to Seasonal and Holiday decorations, See Article III, Section 3.5.

Section 8.6 – Clothing/Laundry/Rugs/Mats. No clothing, laundry, towels, rugs, mats or the like shall be hung or dried outside of the Units (front rails/porches) in the Common Areas.

Section 8.7 – Trees/ Bushes/Shrubbery. Trees, bushes and/or shrubbery in the common areas are not to be disturbed in any manner. No climbing, hiding or sitting in/on the trees, bushes and/or shrubbery is permitted. No removal of branches or leaves is permitted.

Section 8.8 –Lampposts. Lampposts are not to be disturbed in any manner. No hanging or swinging on the lampposts is permitted as it may result in injury with potential liability to the Association.

Section 8.9 –Limited Common Elements. Unit Owners are to keep the limited common area to which they have sole access in a state of cleanliness. No painting or staining of the exterior of the building is permitted by any Unit Owner without prior board approval.

1. Porches/Decks. No front porch or back deck shall be enclosed or covered by an awning or other enclosure without the written consent of the Board of Directors. Rear Decks are not to be covered with any type of flooring: rugs, carpet, turf or the like.

Section 8.10 –Storm Doors/Windows. No exterior storm windows are allowed. Front exterior storm doors are allowed at the Unit Owner's expense provided they are clear glass and the frame and color matches the existing storm doors present on the Property.

Section 8.11- Replacement of Windows/Sliders. Windows and sliders installed at the time of construction will be replaced as the budget allows by the Association. Any further replacements shall be at the Unit Owner's expense. Installations must comply with Association standards and color and grid will be provided at the time of the request by the Unit Owner.

ARTICLE IX Insurance

Section 9.1 – 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 written consent of the Executive Board. No Unit Owners shall permit anything to be done or kept on the Property 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.

Section 9.2 – Rules of Insurance. Unit Owners and occupants shall comply with the rules and regulations contained in any fire or liability insurance policy carried by the Association on the Property.

Section 9.3 – Reporting Damage and Accidents. Any accident on the property involving injury to Persons or damage to Property and any damage to the buildings or other Improvements on the Property must be promptly reported to the Manager.

ARTICLE X Motor Vehicles

Section 10.1 – Operation of Motor Vehicles; Electric Cars.

- (a) Except for motorized wheelchairs and other devices used to assist people with disabilities, and machinery used for the Maintenance, Repair, and Replacement of the Improvements within the Common Interest Community, all motor vehicles operated on the Property must be PROPERLY registered, properly equipped, and in operating condition for safe travel on the roads and highways of the state.
- (b) Except for motorized wheelchairs and other devices used to assist people with disabilities, all motor vehicles operated on the Property must be driven by Persons properly licensed to operate them.
- (c) Motor vehicles may be operated only on the roads and in the driveways and parking areas of the Common Interest Community.
- (d) Vehicles must be kept in good running order to assure no that no fluid(s) will leak and no excessive noise(s) will be emitted.
- (e) No vehicle repairs or maintenance (including oil changes) shall be performed on the Property with the exception of emergency repairs such as jump-starts and flat tire repair. For all other repairs or maintenance, the vehicle must be removed from the property.
- (f) Car washing and waxing is permitted on the property provided that all safety rules are followed and any products used are cleaned up and put away. It is recommended that Unit Owners use commercial car washes as commercial washers recycle their water.
- (g) Motorcycles must be parked in the Unit Owner's assigned spaces. One space cannot be occupied by both a motorcycle and a vehicle. Motorcycles that cause excessive noise are not permitted. It is suggested

that a block of wood or other item be placed under the kick stand to prevent asphalt damage. Any damage caused to the asphalt will be repaired by the Association and may be charged back to the Unit Owner after notice and hearing.

- (h) Electric Cars are permitted; however, Unit Owners, or their tenants, who own Electric Cars which they charge using the Association's electrical outlets will be charged a *pro rata* share of the monthly Association electric bill for their share for charging their electric cars.

Section 10.2 – Compliance with Motor Vehicle Laws and Regulations: Electric Cars. Motor vehicles must be operated in accordance with all of the motor vehicles laws and regulations that apply to the operation of motor vehicles on the public roads and highways in the town within which any portion of the Common Interest Community is located.

Section 10.3 – Speed Limit. The speed limit on all roads and drives within the Property shall be ten (10) miles per hour.

Section 10.4 – Off-Road Vehicles. Snowmobiles, ATV's, motorcycles, and other motor vehicles designed for off-road use may not be operated in the Common Interest Community unless they are licensed and equipped for passage on public roads and highways and are operated by licensed drivers on the paved portions of the Property.

Section 10.5 – Inoperable Vehicles. Except for temporary repairs not involving immobility in excess of ten (10) hours, vehicles will not be disassembled, repaired, rebuilt, painted, or constructed on the Property.

Section 10.6 – Limited Use of Certain Vehicles. The following types of vehicles are prohibited from all portions of the Property in excess of four (4) out of any consecutive twenty-four (24) hours, except when making deliveries, loading or unloading, or providing services to Units or Common Elements:

- (a) Vehicles carrying a sign advertising a business.
- (b) Vehicles having a capacity of one (1) ton.
- (c) Vehicles having more than four (4) single-tired wheels
- (d) Campers of any kind.
- (e) Trailers of any kind.
- (f) Boats of any kind.
- (g) Vehicles that do not fit within the parking space.

The prohibition contained in this Section shall not apply to vehicles belonging to the Association or to vendors or contractors engaged by the Association.

Section 10.7 – Parking.

- (a) Each unit is assigned two numbered parking spaces. In the event that a Unit Owner has more than two (2) vehicles, special arrangements must be made with the Board of Directors or management to obtain rental of a Unit Owner unused space. Visitor spaces are not to be rented. Each Unit Owner/tenant will be required to register all vehicles with the Board of Directors within fourteen (14) days of taking ownership/moving in. Upon receipt of a properly completed vehicle registration form, the Unit Owner will be issued a permanent parking decal to be placed on the back side of the rear view mirror. In the case of a motorcycle, the parking decal will be placed on the back of the side view mirror. Replacements will need to be applied for when the vehicle or license is replaced.
- (b) Each assigned parking space may be used only by the applicable unit owner or their guests, tenants or agents. The only exception is when the owner has given written permission (with a copy to the Association) for use by another unit owner. Other vehicles may be towed at the vehicle owner's expense at the direction of the Unit Owner or the Board of Directors or management.
- (c) A Unit Owner may rent one or both of their parking spaces assigned to their unit. If a Unit Owner wishes to rent his/her space(s), he/she must notify the Board of Directors or management and provide a completed registration form from the renter. The parking decal will be issued to the Unit Owner for disbursement to the renter. It is not acceptable to rent out one or more owned/assigned spaces and use the visitor parking spaces for regular or part time occupants in a unit. Upon sale of the Unit, the space reverts back to the Unit.
- (d) Every vehicle owned by a Unit Owner/tenant and parked on Cedar Hollow property must properly display a resident parking decal at all times.
- (e) The parking spaces shall not be used for any purpose other than to park a passenger vehicles or motorcycles excluding, specifically, commercial vehicles, trailers, boats, motor homes, campers, or portable/mobile storage units (PODS).
 - i Commercial vehicles are described as: trucks and vans that have a weight capacity exceeding one ton, hold tools, equipment, and/or materials (i.e. building materials, debris etc.) visible from the exterior; or vehicles that exceed twenty (20) feet in length, seven (7) feet in height and/or take up more than one parking space. Commercial vehicles must fit within the boundaries of one parking space U-Hauls or moving vans are allowed for a maximum period of three (3) days. If more than three (3) days are needed, the Unit Owner must contact the

Board of Directors for permission.

- ii. Commercial vehicles are allowed on the property only when they are doing service related work on one of the units. No overnight parking is allowed.
 - iii. Personal pick-up trucks one ton or less used for personal transportation with no external equipment or apparatus except for one toolbox will be considered a passenger vehicle. Equipment or building material temporarily kept in the bed of a personal pick up truck must be securely covered.
 - iv. Vans with a weight capacity of one ton or less, no flammable materials and no external equipment or apparatus will be allowed.
 - v. Law enforcement vehicles and other city owned emergency vehicles including but not limited to local and state police vehicles, will be allowed.
 - vi. Moving trucks, trailers, boats, motor homes, and campers will be allowed for incidental loading and unloading. Maximum time limit for loading and unloading is a 36-hour period. Moving vehicles must fit within a visitor parking space and not obstruct other vehicles. If moving vehicle is to be parked overnight, the Board of Directors MUST be notified. Moving vehicle may remain in front of Unit only during daylight hours. Moving vehicle may not be parked on the lawn at any time. No dumpsters or "PODS" are to be placed in parking spaces or anywhere on the common elements. Unit owners must get approval from the Board which will work with the fire department if he/she is placing a dumpster on the property.
 - vii. Oversized delivery and moving trucks are not allowed on Cedar Hollow property except to load and unload. These vehicles must be parked during the loading and unloading entirely on the paved surface of the parking lot and not on the sidewalk or grass area. Unit owners authorizing oversized vehicles to enter the property shall be responsible for any damage caused by such vehicles.
 - viii. Any other vehicles will be reviewed on a case by case basis by the Board of Directors.
- (f) No parking is permitted in the fire lanes or in front of the fire hydrants or in front of the yellow painted curbs.

- (g) No parking is permitted in front of the dumpsters, mailboxes, or other designated no parking areas.
- (h) A fifteen (15) minute loading/unloading period is allowed for those residents in the 600 building since no parking spaces exist directly in front of the building; however, your vehicle should not be left unattended.
- (i) No tandem parking is permitted. Each space shall only be occupied by a single vehicle.
- (j) Vehicles must not straddle the white or yellow striped markings between parking spaces. Vehicles must not extend over the lawn and prevent mowing equipment from performing maintenance.
- (k) No vehicle shall be parked in such a manner as to impede or prevent access to any entrance, exit or driveway. Any vehicle that is parked in such a manner may be subject to towing without warning.
- (l) Unit Owners are required to provide a copy of the parking rules and regulations to each tenant and ensure they comply.
- (m) Unit Owners, tenants and guests must comply with the snow plowing rules and regulations which are issued annually prior to the first snowfall.

Visitor Parking

- a. Visitor parking is on a strictly first come, first served basis. It is the responsibility of the unit owner and tenants to inform their guest of proper parking areas.
- b. Visitor parking for guests is limited to not more than 10 nights in any 30-day period for each unit. Any special circumstances which will extend beyond this period need to be put in writing and brought to the Board's attention for consideration. Yellow visitor tag must be hung from the rear view mirror. If visitor tag is not displayed, the car may be subject to towing at the owner's expense.
- c. Visitor parking for day time guests will not be limited at this time. If this becomes an issue in the future, the Board will address it at that time.
- d. Unit owners are not authorized to park their vehicles in the designated visitor spaces without prior written permission from the Board of Directors. The Board also reserves the right to place a warning/violation sticker on vehicles that are in violation of the above policy.

Section 10.8 – Enforcement/Fines for Parking Violations. Any vehicle parked in violation of the above rules shall be subject to fines/and or towing at the owner's risk and

expense at the discretion of the Board of Directors after notice and hearing. The Owner may be subject to any legal fees and/or court costs incurred by the Association in the enforcement of these rules. See fine schedule attached.

ARTICLE XI Pool

A recreation tag with a key to the pool has been provided to all residents. Replacement of the recreation tag and key will result in a twenty five dollar (\$25.00) charge to the Unit Owner. Replacement of recreation tags and keys will require processing time to order and receive the key and recreation pass.

The swimming pool and swimming pool area are for the use of Unit Owners, their families, their tenants, and their invited guests. Recreation keys must be with the Unit Owner/Resident.

There is no lifeguard on duty. Swimming is at your own risk.

Section 11.1 – Regulations of Department of Health. Regulations required by the Connecticut State Department of Health are a part of these Rules.

Section 11.2 – Bathe before Entry. All Persons shall bathe with water and soap before entering the pool.

Section 11.3 – Diseased Persons. Any Person known or suspected of having a communicable disease shall not use the pool.

Section 11.4 – Spitting or Blowing Nose. Spitting or blowing the nose in the swimming pool is prohibited.

Section 11.5 – Boisterous Play/Diving. Running and boisterous or rough play (except supervised water sports) is prohibited. No diving is permitted.

Section 11.6 – Limitation on Number of Guests. The number of guests of one (1) Unit Owner at any time may not exceed four (4). Guests must be accompanied by a Unit Owner/Resident at all times.

Section 11.7 – Supervision. Children under the age of sixteen (16) must be supervised by someone eighteen (18) years of age or older.

Section 11.8 – Incontinence. Individuals who are incontinent must wear appropriate waterproof garments while in the pool.

Section 11.9 – Hours. Swimming pool hours will be determined by the weather, availability of volunteers and condition of the pool during the season. The season shall

be determined by the Executive Board depending on weather and the readiness and condition of the pool.

Section 11.10 - Pets, etc. Pets, glassware, underwater breathing apparatus, knives and dangerous equipment are prohibited from the pool area.

Section 11.11 – Supervisor's Authority. The pool supervisor, if any, and staff will maintain order and their requirements as to the enforcement of the regulations, maintenance of order, and enhancement of safety will be obeyed.

Section 11.12-Food/Tobacco/Beverages and Alcoholic Beverages. Food, tobacco and beverages are not allowed. No smoking within the gated area. No alcoholic beverages are permitted in the pool area.

Section 11.13–Diapers. Children that have not been toilet trained shall wear waterproof diapers.

Section 11.14–Swimming attire. All persons using the pool should be wearing apparel specifically made for swimming. No undergarments, cutoffs, t shirts or the like are permitted in the swimming pool.

Section 11.15–Floatation devices. Small children are permitted to use floatation devices.

Section 11.16–Pool Equipment/Gate. The life-saving ring and attached line are to be used for emergency life-saving purposes only. The divider float is to remain in place between the shallow end and the deep end of the pool. The gate is to be locked when leaving.

Section 11.17–General Rules. Any person causing a nuisance or damaging the area will be asked to leave and may after notice and hearing be assessed a fine for any damages caused. All Unit Owners/residents are expected to take care of any trash or items they bring into the swimming pool area.

Section 11.18 Enforcement. Any persons found, after notice and hearing, to have violated these pool rules may be banned from use of the pool, levied fines against, or both

ARTICLE XII MISCELLANEOUS

Section 12.1 -Administration

- 1 Any consent or approval given under these rules and regulations may be added to, amended or revoked in accordance with the Declaration and Bylaws.

2. No Unit Owner shall send any employee of the management out of the property on any private business of the Unit Owner.
3. Contractors hired by the Association shall work at the sole discretion of the Board of Directors as directed on-site by the Manager. Unit Owners, tenants and guests may not interfere with, obstruct or threaten the Association's vendors or volunteers. If such behavior occurs police will be called immediately. Further, after notice and hearing, fines may be levied against the persons interfering with, obstructing or threatening vendors. In addition to fines, the Association may bring a legal injunctive action against the perpetrators in which event they may be ordered by the court to pay the Association's legal fees.

Any questions regarding any repairs Association vendors are doing should be directed to the manager of the Association and not the contractor.

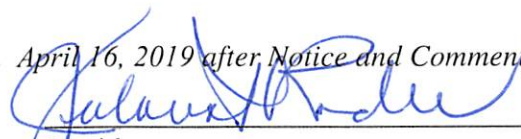
4. Any complaints regarding the Management of the condominium or actions of other Unit Owners shall be submitted in writing, via email or telephone call to the Property Manager.
5. All requests for maintenance and/or repair should be submitted in writing to the Manager.
6. Unit Owners will be held financially responsible for any contractors hired by said Unit Owner for any work performed without the approval and authorization of the Board of Directors.

Section 12.2 –Firewood. Firewood must be stored away from the buildings to prevent insect infestation. Firewood shall not be stored on the decks. Firewood should be stored at the edge of the property. Any damage caused to the deck or any other common or limited common element due to inappropriate storage of firewood may be charged back to the Unit Owner after notice and hearing.

Section 12.3 –Air conditioner Compressor. Nothing is to be placed on top of any air conditioner compressor or stored in the immediate area surrounding it that would impede access for servicing or proper operation.

Section 12.4 –Sale of Unit/Resale Package. The charge for a resale package is One Hundred Twenty Five Dollars (125.00). A Unit Owner may request an additional set of documents for Seventy Five Dollars (\$75.00).

Adopted by the Board of Directors on April 16, 2019 after Notice and Comment to Unit Owners.



President

SCHEDULE OF FINES

As of 4/16/19 (date/year)

	1 st offence	2 nd offence
Parking Fine	\$25.00	\$50.00
Motor Vehicle fines (After the 3 rd day of no response or identification, the vehicle will be towed at the owner's expense)	\$25.00	\$50.00
Damage to Common Elements	\$100.00 plus the repair/replacement and cost of damage	
Blockage, littering of storing furniture in common areas	\$25.00	\$50.00
General Fine for violation of rule	up to \$50.00 per violation/ per day	
Tenants Failure to Follow Rules Fines to Unit Owner	\$25 through \$50 depending on the rule	
Noise	\$25.00	\$50.00
Violation of Pool Rules	\$50.00	loss of pool use
Failure to Use Licensed Contractor	\$100.00 (and costs of uninsured loss, if any)	

NOTE: Fines are levied after Notice and Hearing, and may continue per day/per incident thereafter until the violation is cured/corrected. Fines which are not paid by the first (1st) of each month they remain due shall be doubled each month thereafter, and so on, until they are paid in full.

Cedar Hollow Smoking Policy

- a. No owner, family member, tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any other tobacco product, marijuana, or illegal substance within the limited common or common areas as described below.
- b. Smoking shall be permitted within a unit and other identified areas of the **association** unless it unreasonably annoys other residents. The resident of a unit shall take all reasonable precautions to ensure that smoke does not permeate or spread beyond the boundaries of his/her unit. If one resident's smoking annoys another or spreads beyond the boundaries of his/her unit, smoking may be prohibited within the unit as a nuisance upon written notification to the smoker and all remedies against the smoker may be pursued by a resident or the association as if the smoking was any other nuisance prohibited by these Covenants, Conditions and Restrictions.
- c. "Limited common area" shall include the front steps, the rear deck, the pool area and the sidewalk of the units. The "Common area" shall include the fenced pool and the front and back yards within 15 feet of any unit.
- d. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, **vaping device** or other **nicotine** product, marijuana, or illegal substance.
- e. Smokers must properly dispose of all smoking debris and not in drains, lawns or asphalt/tarmac areas.
- f. "Business invitee" shall include, but is not limited to, any contractor, agent, household worker, or other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant, or resident.
- g. Any owner who sells his unit shall specifically disclose to all potential buyers and realtors that smoking is prohibited within the enclosed common areas of the project. Any owner who rents or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons who reside within his unit that smoking is prohibited in all enclosed common areas prior to their residency or occupancy.
- h. Each owner is responsible for the actions of all other persons residing within or visiting his/her unit and shall be subject to disciplinary action or a court action for an injunction, or any remedies available for the violation of this section. This section may be enforced in a court of law by any resident or the association.
- i. If any resident or the association is required to hire legal counsel to enforce this section, the resident or the association shall be entitled to recover his/her or its attorney's fees and costs incurred, whether or not litigation has been commenced. The association may collect the attorney's fees and costs it incurs through the use of a special assessment levied against the owner of the unit and an assessment lien, if necessary.
- j. The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed after notice and a hearing.

Adopted: 5/21 2019



MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

CEDAR HOLLOW ASSOCIATION, INC.

The standards provided for below, have been adopted by the Board of Directors pursuant to the authority provided for Connecticut General Statutes (C.G.S.) §47-244(a)(1). Pursuant to C.G.S. §47-257(e) the Association may, after Notice and Hearing, charge what would otherwise be a common expense, including insurance deductible(s), exclusively against an Owner's Unit if such common expense was caused by the Unit Owner's (or their tenant or a guest or invitee of the Unit Owner or tenant's) failure to abide by such standards. For the purpose of interpreting and applying these maintenance, repair and replacement standards, where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

1. LICENSED AND INSURED CONTRACTORS

Any maintenance, repair and replacement authorized by the Unit Owner, whether performed in connection with one of the maintenance, repair and replacement standards contained herein or for any maintenance, repair and replacement activity not covered by these standards which relates to the Unit or any Limited Common Element to be maintained, repaired and replaced by the Unit Owner, shall be performed by a contractor which is licensed and insured to at least the minimum standards required by the State of Connecticut and the Town of Rocky Hill. Prior to the contractor beginning work, the Unit Owner shall provide the Association or management with documentation satisfactory to the Association with regard to the contractor's license and insurance.

If a Unit Owner fails to notify the Association whenever work is being performed in his or her Unit, the Association may, after notice and hearing, levy a fine of up to \$50 for such failure to notify.

All maintenance projects requiring permits will require final inspection by the Association acting by its Board of Directors and/or the property manager, before final payment is made.

2. WATER HEATERS

Unit Owners shall maintain, repair and replace any water heater for which they are responsible, such that the water heater is kept in a good state of repair and is removed and replaced on or before the expiration of its expected useful life. In the event any loss, claim, damage or expense is caused or contributed to by water which escapes from any water heater for which the Unit Owner is responsible, there shall be a rebuttable presumption that the water heater failed because it was not replaced prior to the expiration of its expected useful life. The aforesaid presumption may be rebutted by the Unit Owner, by providing proof to the Association satisfactory to the Association that the water heater in question had not exceeded its expected useful life. The hot water heater's expected useful life shall be defined as the term of the manufacturer's warranty on such product. At the time of this writing, average useful life of water

heaters is ten (10) years.

3. HEAT DURING WINTER MONTHS

Each Unit Owner shall during the winter months (November 1 through April 30) continuously maintain a minimum temperature of at least 55 degrees Fahrenheit in all living areas contained within the boundaries of the Unit. The Association's insurance policy requires that all units keep heat on throughout the year. Unit owners who leave the area for the winter must keep their heat on at least 55 degrees and turn their water off, to avoid burst pipes.

4. DRYER VENTS AND GREASE SCREENS

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. The Unit Owner shall annually inspect the dryer vent to determine that it is not clogged with lint, which is a fire hazard. Any vent cleaning or repairs are the responsibility of the Unit Owner.

All stove hoods will have grease screens, which shall remain installed and prevent grease 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.

5. WASHER HOSES/WATER SUPPLY

Each Unit Owner shall install metal braided safety water supply hoses, rated for twenty (20) years or more, between any water source and any clothes washing machines, sinks, toilets, dishwashers, and icemakers in his or her Unit. The Association may inspect the Units periodically to ensure compliance. When leaving for the winter or extended periods during cold months the main water valve should be shut off.

6. REPORTING LEAKS/REPAIRING LEAKS

Each Unit Owner acknowledges that serious damage to the common interest community is likely to occur where a leak or other condition of escaping water is identified by the Unit Owner but is not reported to the Association in a timely manner. Accordingly, each Unit Owner shall owe a duty to the Association and the other Unit Owners in the common interest community to report to the Association any leak or other condition resulting in escaped water immediately after identifying any such leak or condition or as quickly thereafter as is reasonably possible.

Similarly, each Unit Owner acknowledges any leak or other condition of escaping water from any appliance or fixture that is the responsibility of the Unit Owner with regard to maintenance, repair and replacement which is not repaired promptly can cause serious damage to their Unit and potentially a claim on the Association's insurance which can have a negative impact on the Association. Accordingly, each Unit Owner shall owe a duty to the Association and the other Unit Owners in the common interest community to promptly repair any leak emanating from any appliance or fixture which is the Unit Owner's responsibility with regard to maintenance, repair and replacement.

Air conditioning condensate (inside the Unit) must be cleaned annually during the summer months.

7. SMOKE DETECTORS, GRILLS, FIREPLACES AND FIRE SAFETY

The U.S. Consumer Product Safety Commission (CPSC) suggests that at least one smoke detector be placed on every level of your home. The most important locations are near the bedrooms to provide early warning to sleeping occupants. In addition, the CPSC also suggests that one smoke detector be placed inside every bedroom. Each Unit Owner shall be responsible for having at least two (2) working smoke detectors installed and maintained in his or her unit. Monthly testing of any and all smoke detectors is suggested. Where batteries are utilized in smoke detectors, batteries must be replaced by the Unit Owner at least annually.

Smoke detectors and carbon monoxide detectors should be replaced every ten (10) years.

Heating with kerosene or any flammable liquid is not permitted, nor may any kerosene or flammable liquid be stored or kept in the units.

No open fire grilling is permitted as per the Rocky Hill municipal code. Only gas grills are allowed.

Fire pits and bonfires are prohibited. Smoking materials and other fire hazards may not be left unattended or allowed to damage any structure. Open fires, tiki-torches, fireworks, indoor wood stoves, pellet stoves and explosive materials are prohibited throughout the community at all times. Annual inspections of units may be conducted to ensure compliance.

Chimneys are the responsibility of the Association to maintain, repair and replace. However, the fireplaces inside the units are the unit owners' responsibility. Fireplaces must be inspected annually and regularly cleaned. In no event should a fire ever be left burning in the fireplace unattended by the unit owner.

8. ELECTRICAL CIRCUITS AND OUTLETS

The electrical systems at Cedar Hollow are delicate and complicated. Any and all electrical work on or in units must be performed by a licensed and registered professional electrician. Further, all electrical work requires that a permit be pulled from the Town of Rocky Hill.

Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit breaker boxes. No single electrical device or assemblage of electrical devices creating electrical overloading of standard circuits may be used. Any damage to the copalum crimp or the "Federal Pacific box" by the Unit Owner will be charged back to the Unit Owner.

No power tool use by Unit Owners around aluminum wiring is permitted. Unit Owners

may not perform their own electric work: only registered and licensed electricians may perform work on the boxes or wires, and use power tools around the wiring of the units.

9. GENERAL STANDARD OF CARE

Every Unit Owner must perform promptly all maintenance and repair within his/her unit which, if omitted, would affect any other unit or units, being expressly responsible for the damages and liabilities that his/her failure to do so may engender.

Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the Units, the fixtures and improvements located within the boundaries of the Units and the Limited Common Elements which the Unit Owners are required to maintain, repair and replace. Each Unit Owner shall be under a duty to use reasonable care to maintain, repair and replace his or her Unit, the fixtures and improvements located within the boundaries of the Unit and the Limited Common Elements which the Unit Owner is required to maintain, repair and replace. It is expected that the Unit Owner will use the same level of care in performing his or her maintenance, repair and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe. Unit Owners are also required to comply with any and all written manufacturer's warnings regarding the proper use of appliances and any and all other devices used within their Unit or elsewhere on the Property. The misuse of any such appliances or devices which causes a loss shall be considered a breach of these Maintenance, Repair and Replacement Standards.

The maintenance, repair and replacement expenses of sunrooms, sunporches and porches added by unit owners, are the responsibility of the Unit Owner.

10. UNIT OCCUPANT RESPONSIBILITIES

Each Unit Owner shall be responsible for ensuring that any tenant, guest, invitee or other occupant of the Unit complies with each of the maintenance, repair and replacement standards set forth herein. For the purpose of interpreting and applying these maintenance, repair and replacement standards, where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

Adopted September 25, 2018, following notice and comment to the Unit Owners as required by Connecticut statute.


_____, President

COLLECTION/FORECLOSURE RULE

The Cedar Hollow Condominium Association has proposed a rule for adoption regarding collection/foreclosure of delinquent common expenses. The rule is outlined as follows:

1. Common expenses are due on the first day of each month;
2. If payment in full is not received on or before the 10th of the month a late charge of \$25.00 will be assessed;
3. Payments will be applied to the oldest balance first, including any fines, late charges and other charges that have been assessed to the account;
4. If there is a balance equal to, or greater than, two months common expenses the account may be referred to an attorney for collection, including foreclosure, if necessary;
5. All costs of collection, including attorney's fees, will be the responsibility of the delinquent unit owner. The attorney will be instructed to commence collection efforts which may result in the institution of a lawsuit claiming the foreclosure of the association's common expenses including, but not limited to, common charges, special assessments, late fees, fines, and any other charge allowable under State law.
6. If an account has been referred to an attorney for collection/foreclosure any payments received directly from the unit owner, or mortgagee, will be forwarded to the attorney who is handling the collection/foreclosure action.

Received for Record at ROCKY HILL, CT
On 08/29/2019 At 3:55:00 pm

Dandra M. Uziel