

Heritage Village Rules Adopted April 22, 2003

Last Amended November 27, 2012

ARTICLE I - PREAMBLE

A-By becoming citizens of a Condominium Community, we voluntarily give up some freedom of action we formerly exercised as homeowners or tenants. That freedom must necessarily be prescribed by "Rules" which set forth guidelines for our conduct in furtherance of the common welfare within the condominium units, limited common areas and common areas of the 24 integrated condominiums constituting Heritage Village.

B- The Board of Trustees of the Heritage Village Master Association Inc. has the obligation to insure that the rights and privileges of residents are protected from acts by those who do not observe Rules designed to provide for the safety of Village residents, to protect their property values, to maintain the attractive appearance of the community, and to encourage neighborly relationships. The Board of Trustees hereby establishes a system of moderate fines it deems necessary to insure reasonable compliance with the intent of these Rules.

C- All owners/residents should familiarize themselves with the regulations, policies and practices of Heritage Village as set forth in Part One and Part Two of the Village Handbook amended 2001 et seq as well as with policy, practices and decisions adopted by the Board of Trustees/Directors of the Heritage Village Master Association Inc. (AKA HVMA) and the Heritage Village Foundation Inc. (AKA HVF).

D- Whenever used in these Rules, the singular shall include the plural and vice versa; ~~the masculine, feminine and neuter pronouns shall be interchangeable and construed~~ as the context or circumstances may require.

E- The Rules that follow are intended to clarify and expand upon, not to restrict any prohibition contained in the restated By-Laws of the independent member condominiums of the Heritage Village Master Association. None of the stated Rules set forth hereafter shall be enforceable if specifically in conflict with the laws of the United States of America, the State of Ct., the Articles of Incorporation of HVMA Inc. or the Declaration or By-Laws of the Condominium wherein the alleged Rule breaker resides.

F- Except as may be specifically referred to, the Rules hereafter set forth do not apply to use of the community pools, health club, tennis court or any building owned by the Heritage Village Foundation Inc. Such Rules are reserved to the Directors of the Heritage Village Foundation Inc.

G- These Rules shall become effective one month after adoption by the HVMA Inc. Board of Trustees and shall thereafter remain in full force and effect until modified or amended in accordance with the provisions appertaining thereto, and are to be interpreted in the broad spirit in which they are intended.

ARTICLE II - RESPONSIBLE PARTIES

A- Any person or persons presently having title to and/or the right to reside within any condominium unit shall be subject to the provisions of these Rules etc.

B- Any subsequent "owner" or person having the right to reside within a condominium unit shall be deemed to have both actual and constructive notice of these Rules etc. requiring compliance therewith by all of such persons.

C- The owner of a condominium unit shall be responsible for any Rule violation committed by another family resident, his tenants, guests, invitees, employees or independent contractors within or upon the unit, the limited common areas, common areas or within or upon the facilities of the Heritage Village Foundation.

ARTICLE III – GENERAL DEFINITIONS

The terms used in this Article shall be construed as follows unless another construction is clearly apparent from the language or context in which the term is used or unless the construction is inconsistent with the manifest intention of the HVMA Board of Trustees or is in direct conflict with language contained in the Condominium Declarations or By-Laws covering the owner's condominium unit.

1) "Condominium" means individual ownership of a unit in a multi unit complex and/or of land owned in common within such complex.

2) "Condominium Unit" means the residential living space in a condominium.

3) "Unit owner" (AKA Owner) is the person in whom is vested the ownership, dominion or legal title of the condominium unit **or in the alternative**, except as may be prohibited by Condominium By-Laws, one who is recognized in equity as the owner because the real and beneficial use and title of such unit belong to him, although bare legal title is vested in another, e.g. a trustee for his benefit.

4) "Condominium Community" means the group of independently governed common unit owners associated together as an integrated community of 24 condominiums known as "Heritage Village" or "The Village" and managed by HVMA, Inc.

5) "Family" means any of various social units differing from but regarded as equivalent to the "traditional " family and constituting a collective body of persons forming one household living together in the condominium unit and not otherwise in violation of any zoning or building ordinance of the Town of Southbury.

6) "Resident" means any occupant of a condominium unit.

7) "Tenant" means a resident who occupies a unit as the lessee of an owner.

8) "Guest/Invitee" means one who is in a condominium unit, on the limited common areas or common areas of the condominium community or within or upon the property of HVF at the invitation of a condominium unit owner or resident.

9) "Common Area or Property " means all land within a condominium boundary, the exterior of a condominium unit, the heating and air conditioning supply lines, the water supply and waste piping.

10) "Limited Common Area or Property" means attics, garages, carports, patios, balconies, and decks which are reserved for the exclusive use of condominium unit owners or occupying residents, as the case may be.

A- Patio means an area (concrete, bluestone or flagstone) adjoining a unit at ground level.

B- Deck means a flat roofless wooden floor with or without railings, adjoining a unit.

C- Balcony means a wooden platform with or without railings which projects from the wall of a unit over a deck or a patio.

D- A carport means a garage without a front door.

11) "Commercial Purposes & Business Activities" means an activity engaged in for profit occurring within a condominium unit involving visitations to the unit by third parties for such purpose but excluding consultative or other services that do not affect the residential character of the unit.

12) "Structural Change" means some prohibited physical change to the interior or exterior of the unit, limited common property or common property, undertaken by or at the instance of a unit owner/resident.

13) "Variance" means a license granted only to the condominium unit owner in contravention of these otherwise applicable Rules or of the regulations, policies or practices established by HVMA or HVF.

14) "Applicable Laws" means those statutes, laws, building, fire and electrical codes, zoning ordinances, and other rules and regulations now or as may hereafter be promulgated from time to time by the Town of Southbury, County of New Haven, State of Ct. and United States of America, which legally affect the condominium unit owner's use and enjoyment of his unit, limited common property and common property.

15) "Prohibited Hazards" means those risks or the use of materials that unreasonably expose any owner, resident, guest/invitee or employee etc. to an unreasonable danger to his health, safety and general well-being.

16) "Pet" means only a domesticated dog, cat, or bird, harbored by a unit owner/resident for pleasure only, but shall not include a "service animal " as defined and authorized by Federal or Connecticut Statute.

17) **"Flagrant Violation" (Class A)** means a Rule violation so onerous that it can neither escape notice nor be condoned.

18) **"Minor Violation" (Class B)** means a Rule violation which affects a resident's quality of life or Village policy as determined by the HVMA Board of Trustees without necessarily causing actual injury or damage to persons or property.

19) **"Nuisance Violation" (Class C)** means a Rule violation which is considered neither "Flagrant" nor "Minor", but one that is annoying.

20) **"Cease and Desist Order"** means an order issued by an administrator or administrative body empowered to enforce these Rules, mandating that a specified activity or action be ended and setting the terms thereof.

21) **"Reasonable"** means just, fair, proper, customary or usual and appropriate to the end in view as interpreted by the body or bodies empowered to enforce these Rules, to wit: the Rules Adherence Committee, any Sub-Committee thereof, and the Final Trustees Review Committee.

22) **"Reasonable Care"** means such care as an ordinary prudent person would exercise under the same or similar circumstances.

23) **"Facilities"** means all the buildings and facilities owned by the HVF and used for social, cultural, educational and recreational purposes.

24) **"Motor Vehicle Terms"**: ~~except as may be provided herein, whenever reference in these Rules is made to an automobile/motor vehicle, the definitions of the Connecticut Motor Vehicle Law shall apply to it regardless of the State of registration, to wit:~~

A- "Motor vehicle" means any vehicle propelled or drawn by a non-muscular power, including a motorcycle or moped, but excluding aircraft, motorboats, golf carts, helper-motor bicycles.

B- "Passenger motor vehicle" means a motor vehicle **used for the private** transportation of persons and their personal belongings with a capacity of carrying not more than ten passengers including the operator thereof.

C- "Combination plate registration": means a plate registration issued by the State of Connecticut for a vehicle having a gross weight of no more than 10,000 pounds but which can be used for private passenger or commercial purposes.

D- "Truck" means a motor vehicle designed, used or maintained primarily for the transportation of property.

E- "Commercial motor vehicle" means a vehicle designed or used to transport passengers or property except a recreational vehicle in private use.

F- "Camper" means any motor vehicle designed or permanently altered in such a way as to provide temporary living quarters for travel, camping or recreational purposes.

G- "Motor home" means a vehicular unit designed to provide living quarters and necessary amenities that are built into an integral part of or permanently attached to, a truck or van chassis.

H- "Recreational vehicle" includes the camper, camp trailer and motor home classes of vehicles.

ARTICLE IV – RULES

A-All specific allegations of Rule violations shall be in writing, signed by the Complainant and forwarded to the HVMA Rules Adherence Committee Chairman, c/o HVMA Executive Offices, One Heritage Way, Southbury, Ct. 06488 or at its then current address, except that:

- (i) if the violation occurs within his Cluster, the Complainant shall first discuss the same with the alleged responsible party; if the complaint is not resolved, then with his Cluster Captain; and if necessary, with his Condo President, who if still unsuccessful must forward the written complaint to the Committee Chairman.
- (ii) Each Rule that follows has been classified as "Class A", "Class B", or "Class C" in accordance with the importance attached to its observance.

CONDUCT AFFECTING UNITS

1. RESTRICTIONS ON OCCUPANCY – FAMILY STATUS AND AGE

A- Each Condo unit shall be occupied by only "1" family. **(Class A)**

B-Occupants of a unit must be at least 55 years of age **(Class A)** or:

- (i) if husband and wife, only one need be 55
- (ii) if members of "1" family only one need be 55
- (iii) if a surviving spouse, any age, if deceased resident spouse was at least 55
- (iv) a child at least 18 years old residing with one or both parents, one of whom is at least 55
- (v) as otherwise permitted by all other exceptions provided in Article V of the restated By-Laws of the Member Condominiums of HVMA.

C- Occupancy restrictions shall not be construed to prevent the owner/resident from entertaining guests of any age in their units including temporary residency for a period not exceeding six (6) months in any consecutive twelve month period. **(CLASS B)**

2. RESTRICTIONS ON TRANSFERABILITY – TITLE OR OCCUPANCY

WAIVER OF FIRST RIGHT OF REFUSAL

A- Ownership of a unit may not be transferred to any bona fide purchaser for value nor may a unit be leased without the unit owner/lessor first obtaining the prior written consent of HVMA Inc. which is initiated by the unit owner paying the required fee for a waiver of "the right of first refusal". **(Class A)**

(i) No unit owner may own or lease an interest in more than two units at any one time. **(Class A)**

A waiver of the first right of refusal to purchase or lease must provide the purchaser/lessee with notice that the title about to be transferred or the right of occupancy, as the case may be, is to be subject to all of the terms and conditions of the Declarations, By-Laws, Rules and Regulations appertaining to such unit.

B - PROVIDING HVMA MANAGEMENT WITH COPY OF DEED OR LEASE

Prior to occupancy, any Grantee (new owner) for consideration or otherwise and any Lessor must provide the HVMA Management office with a copy of his deed or lease, as the case may be. **(Class B)**

RENTAL REQUIREMENTS

C - A rental shall be for no less than 3 consecutive months **(Class A)**

(i) A unit owner may not rent his unit more than once in any twelve consecutive months. **(Class A)**

SIGNS

D - No "for sale", "open house", "for lease", "tag sale", "garage sale", or other like commercial signs or advertising shall be placed on or about the exterior of the unit or displayed in a window within the unit, nor shall they be displayed on any part of the limited common areas or common areas unless at the direction of HVMA Inc. or HVF Inc.; **except that realtors and residents shall be permitted to display "open house" signs on Sundays only, and only between the hours of 12 noon and 5 p.m., on the secondary and tertiary Village roads, clusters and drives. (Class B) (Amended November 27, 2012)**

E – Displays for Candidates for Public or Association Office or Ballot Questions: 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 2 feet by 3 feet in size
- b. Signs may only be located in the windows of a unit or on a balcony or deck railings.
- c. Signs displayed on a balcony or deck railing may only be secured in such a manner that their removal does not damage the balcony or deck railing.

- d. Signs must not contain comments on candidate's racial, religious or ethnic backgrounds nor violate any hate laws of the State of Connecticut or the United States.
 - e. Signs may not be displayed sooner than two weeks prior to the date of the public election or unit owners meeting at which the candidates or ballot questions will be voted upon, nor may signs be lighted artificially after dark.
 - f. Signs must be removed by the unit owner the day after the election or unit owners meeting at which the votes are taken.
- F. (i) Such signs shall be no larger than 12"x24", and shall be placed on a stake no higher than 2 feet, as shown in the attached photograph. Placement of the signs shall take into account safety issues, shall not block access to any cluster, drive or road, and shall not be placed so as to interfere with any line of sight at which ingress and egress to the cluster, drive or road are located. Additional advertising of the open houses, including but not limited to balloons, flyers, and ribbons, is strictly prohibited.

(ii) All entities, real estate organizations, individuals, or owners wishing to display "open house" signs must be registered with HVMA, and by registering they agree to abide by all provisions of section F. The penalty for non-compliance is as follows:

First offense – confiscation of the sign and a written information summons.

~~Second offense – confiscation of the sign and a (Class C) fine and all subsequent fines will double and the violator will be removed from the approved "Open House" sign list if they fail to comply after three (3) violations and may not apply for reinstatement for six (6) months.~~

(iii) The restriction on the size of the signs to be placed on the secondary and tertiary roads, the drives and clusters, shall not apply to the "open house" signs placed on the "town" roads: East Hill, New Wheeler, and Poverty Road, and such signs may continue to be the standard "sandwich board" style not measuring more than 32" high and 24" wide; provided, however, that such signs shall remain subject to all of the other restrictions and limitations set forth above. (Amended November 27, 2012)

3. RESTRICTIONS ON ACTUAL USE

INTERFERENCE WITH GENERAL WELFARE

- A- An owner/resident shall not use his unit so as to unreasonably disturb or interfere with the health, general welfare, well-being or safety of another unit owner/resident. Except as otherwise provided (Safety and Security Department Officers) the Rules Adherence Committee shall initially be charged with the responsibility of interpreting this and all other Rules. **(Class A)**

OBSERVANCE - FEDERAL, STATE, COUNTY AND LOCAL STATUTES ETC.

B- Unit owners/residents shall observe all valid laws, zoning ordinances and regulations of those governmental bodies having jurisdiction over the occupancy of the unit. In addition to any fine resulting as a violation hereof, the unit owner/resident shall remove or correct the governmental violation etc. at his own expense. **(Class B)**

PROHIBITED BUSINESS/COMMERCIAL PRACTICES

C- No industry, business or trade of any kind shall be conducted or permitted in any unit. Consultative services that do not unreasonably affect the residential character of the unit and Village may be conducted provided that customer/clients do not visit the unit for such service. Such services shall not be publicized or advertised except by phone number **(Class A)**

STRUCTURAL CHANGES – UNIT – LIMITED COMMON AREA ETC.

D- No unit owner shall make or permit to be made any structural change to his unit, his limited common area or the common area without first obtaining the written consent of the Heritage Village Manager, and if necessary per Village policy, consent of the Heritage Village Building Committee and Heritage Village Executive Committee. **(Class A)**

(i) Upon the Village Manager's written notification, In addition to the fine prescribed, any structural changes made without a variance shall be restored at the owner's expense.

(ii) Should a unit owner obtain a variance for a structural or landscaping change, and then alter those permitted changes, in addition to the fine prescribed he shall incur the expense of bringing the changes into compliance with the granted variance. **(Class B)**

STORAGE OF HAZARDOUS MATERIALS

E- Owners/residents are prohibited from maintaining or storing within the unit hazardous materials (i.e. kerosene heater, flammables, pesticides harmful to humans). **(Class B)**

HVMA MANAGEMENT – POSSESSION OF PASSKEYS

F- Except for 2 car Berkshire garage doors, all unit owners/residents shall furnish the HVMA Safety and Security Department or its successor with passkeys to all current locks installed on their unit and garage doors. **(Class B)**

EXTERIOR PAINTING

G- No owner/resident, his agent or employee shall paint, stain or change the exterior color of any portion of the unit or the building within which the unit is located. **(Class A)**

SMOKE ALARM DETECTORS

H- Except for units in "fourplexes", every owner/resident, at his own cost and expense must properly install and maintain within his unit at least two smoke detectors approved by the N.F.P.A. (National Fire Prevention Association). **(Class C)**

PLUMBING PRECAUTIONS

I- Between October 1, and March 31 a unit owner/resident shall not leave his unit for any period of time without taking reasonable precautions (thermostat settings etc.) to prevent freezing/bursting to the plumbing system. **(Class A)**

EMERGENCY ENTRY FOR REPAIRS

J- At all times a unit owner/resident shall reasonably cooperate with HVMA Management by permitting its prompt entry into his unit solely to make emergency repairs to such unit or to an adjacent unit, which requires entry to his unit for such emergency purpose only. **(Class A)**

RESTRICTIONS ON OUTDOOR CLEANING

K- A unit owner/resident shall not hang or place objects such as rugs, clothes, sheets, blankets, laundry etc. on the outside of a unit or on any window, door, balcony, patio, terrace or upon any other portion of the limited common area or common area, nor shall rugs or mops be shaken outside above the ground floor level. **(Class C)**

4. COMMON AND LIMITED COMMON AREAS

GENERAL RESTRICTIONS

A-The limited common area and common areas and facilities shall only be used for furnishing services for which they are designed and intended. An owner/resident shall place nothing upon the same or do anything thereon if by such action an unreasonable nuisance or safety hazard is created. **(Class C)**

STORAGE ON LIMITED COMMON AREAS INCLUDING GARAGES AND CAR PORTS

B- No owner/resident shall store or permit the storage of any of his property or effects in his garage or carport, or upon the common or limited common areas reserved for the use of his unit, if by such storage he endangers others or interferes with ready access to such areas by Village Safety and Security Personnel, Southbury Firemen, or other Municipal Service Providers responding to an emergency. **(Class A)**

- (i) Garages and carports are assigned to specific units by the original Declarations and under no circumstances may they legally be exchanged between residents. **(Class A)**
- (ii) No unit owner/resident shall cut or alter the rafters above his designated area in a garage or carport. Nothing shall be stored on the rafters except lightweight articles which do not compromise structural integrity and are adequately secured. **(Class B)**

- (iii) Except for two car Berkshires, an owner/resident shall not install or permit to be installed any electrical appliance (including but not limited to workshop equipment, electrically powered tools, freezers or refrigerators) in any garage or carport. **(Class B)**
- (iv) Except for two car Berkshires, garages equipped with remote electric door openers must be accessible from the outside for use by the Village Safety and Security Department in the event of an emergency. One garage in each unseparated group must have an emergency door release on the outside **(Class B)**
- (v) The storage closet in each garage or carport is the only storage area to be used within the same by owners/residents except that items including bicycles which do not impede passage, including bicycles may be stored no closer than 6" from the rear or sidewalls of a garage. **(Class C)**
- (vi) Owners/residents are prohibited from storing hazardous materials i.e. kerosene heaters, flammables (kerosene, gasoline, paint containers, paint thinners) anywhere in their garages, carports. Or limited common areas. **(Class A)**
- (vii) Without a variance, firewood may not be stored on common or limited common areas, and may only be stored in a garage or carport if it is stacked at least three (3) inches from a wooden wall and is shielded from the wall by a plastic sheet. The amount stored shall not exceed 3' in height, 4' in length and 18" in depth. **(Class B)**

COMMON VESTIBULES, HALLS, STAIRWAYS

C- Vestibules, public halls and stairways common to two or more units are to be used for no purpose other than normal transit through them. **(Class C)**

- (i) A reasonable amount of furniture and decoration may be placed and maintained in the hall at owner/resident's sole risk, provided it does not create a fire or other safety hazard as determined by the Southbury Fire Marshal or Village Safety and Security Department, or is in contravention of any other Rule which may be set forth herein. **(Class C)**

PATIOS, DECKS, AND BALCONIES

D- Every unit owner/resident must keep his unit and any patio, deck, or balcony to which he has sole access reasonably clean, free of debris, in a safe condition, and must not barbecue on wooden decks, balconies or under patio awnings; nor shall he place anything on his deck or balcony railing which creates an unreasonable danger to third parties. **(Class B)**

(i) An owner shall not enclose in whole or in part by screen or lattice any patio, deck or balcony, nor shall he install a floor covering on any deck or balcony without a variance approved by the Village Manager, the HVMA Building Committee and the HVMA Executive Committee. **(Class A)**

- (ii) No awning may be installed until its size, color and material have been approved by a variance. **(Class C)**

COMMON AREA VARIANCES

E- Only an owner may request a variance. If such request affects a common area he must first obtain the consent of neighboring unit owners. **(Class B)**

OUTDOOR DECORATIONS

F- Absent a variance, owners/residents shall not hang or permit anything to be hung or displayed on the outside of windows, doors or walls of a building or unit. No awning, canopy, shutter, banner, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, roof or any part thereof (gutters, diverters) without first securing a variance. **(Class C)**

- g. Notwithstanding the foregoing, generally accepted decorations and accessories (thermometers, hanging baskets, knockers or name- plates) or the hanging of seasonal or holiday decorations are permitted, provided that they do not obscure the resident's nameplate or his unit number. **(Class C)**
- h. The flag of the United States and the state flag of Connecticut may be displayed, but the flagpole may not be placed in a lawn area. **(Class C)**
- i. Underwriters Laboratory Approved temporary outdoor wiring for decorative holiday lighting is permitted provided it does not obstruct walkways or pathways and provided further that it is not connected to a common area electrical outlet. **(Class C)**

LANDSCAPING RESTRICTIONS AND VARIANCES

G- Except for flowers planted in the border immediately adjacent to his unit or as otherwise permitted by Village policy, no owner shall plant or permit the planting of any flowers, vines, shrubs, trees or vegetables nor shall he alter, damage, destroy or remove any sod, grass, ground coverings, plants, flowers, shrubs or trees in the common area without first obtaining a variance. No variance will be granted for new plantings where any portion of the matured plant will grow closer than eighteen inches to units or garages. Any such planting shall be removed and the ground will be restored to its original condition for which the unit owner shall be billed, upon written notice from the Rules Adherence Committee. All debris resulting from owners' changes in the common area is their responsibility for disposal. **(Class C)**

POISONOUS PESTICIDES

H- Owners/residents shall not apply poisonous pesticides harmful to humans and pets on the limited common areas or common areas. **(Class A)**

OUTDOOR WASHING OF MOTOR VEHICLES

I- No owner/resident or guest/invitee/employee thereof shall wash a motor vehicle anywhere but on a Village asphalt driveway and then only with plain water. **(Class C)**

CANVASSING OR SOLICITATION

J- Canvassing or solicitation of any funds in the Village Community is not permitted except for those approved organizations formed by Village residents for non profit purposes and for use within the Village. **(Class C)**

TRASH, RUBBISH AND DEBRIS

K- Rubbish, debris or like materials shall not be disposed of in the limited or common areas, but the resident shall place the same in plastic or paper bags, depositing them into garbage cans located in bins provided by HVMA for such purpose (one can per unit). **(Class C)**

- (i) Only if there is insufficient room for trash etc. in his can may a resident place trash etc. in the can of another resident. **(Class C)**
- (ii) If there is no space in a can, garden clippings, leaves, discarded plants and flowers must be put into plastic garbage bags and placed next to the garbage bin on the eve of a collection day. **(Class C)**
- (iii) Recycling containers belong to the Town of Southbury and must be kept within the resident's garage or carport until the eve of collection day and when emptied, returned to his garage etc. **(Class C)**
- (iv) It is the sole responsibility of the resident to provide for removal of all trash, rubbish and debris that does not qualify for pick up by the Village's waste disposal vendor. **(Class B)**

PETS

L- No more than two pets, including authorized "service animals" if any, as defined by Federal or Ct. State Statute may be kept in a resident's unit. **(Class B)**

- (i) No pets of any kind may be kept, bred or maintained in a unit for any commercial purpose. **(Class A)**
- (ii) Any pet causing unjustified serious injury to persons or property within the Village or causing an unreasonable disturbance on more than one occasion in the Village must be removed from the resident's unit following 30 days written notice from the Rules Adherence Committee in addition to the fine imposed by the Committee. **(Class A)**
- (iii) Under no circumstance shall any pet (dog or cat) be permitted in any portion of the common area unless carried or attached to and restrained by a leash no longer than 10 feet in length. **(Class C)**
- (iv) One harboring a pet or "service animal" shall be responsible for the clean up and sanitary disposal of its waste. **(Class B)**
- (v) Bird feeders are prohibited where the feed or bird droppings might fall on a deck or patio below. **(Class C)**
- (vi) Pets, only if leashed or caged, may be kept on a resident's patio, deck or balcony if in the presence of the resident. **(Class C)**
- (vii) Pets may not be kept on a stake in any common area. **(Class B)**
- (viii) Animal waste may not be disposed of in Village ponds or drains. **(Class B)**

MOTOR VEHICLE REQUIREMENTS AND OPERATION

M- No later than thirty days following the commencement of residency, a resident must obtain from the HVMA Safety and Security Department and properly display on all motor vehicles he now or hereafter owns, leases or generally uses (regardless if actually registered or of the actual State of registration), an approved Heritage Village motor vehicle identification sticker. Vehicles with Connecticut Combination plates will not be issued an identification sticker as per Rule N. **(Class C)**

- (i) At no time shall a resident operate his owned, leased or generally used motor vehicle on a Heritage Village roadway, or park that vehicle in his garage or carport or in any Village parking space unless that vehicle bears a current State registration plate and a Heritage Village Motor vehicle Identification Sticker. **(Class C)**
- (ii) A unit owner/resident who neither owns, leases nor generally uses a motor vehicle may rent or permit his garage or carport to be used only by another Heritage Village resident. Garages or carports may not be used to store a vehicle belonging to a non-resident. No garage or carport may be used for commercial purpose or to store commercial or hazardous materials. A guest of an owner/resident may temporarily park his vehicle in such garage for a period not to exceed 30 days. **(Class C)**
- (iii) Pick up trucks which are registered in Connecticut must have Connecticut passenger registration plates. Combination plates are not acceptable. Pick up trucks, and vehicles of any body type must be no larger than those which would fit in a Heritage Village garage or carport. Vehicles must not be fitted with ladder racks, toolboxes, advertising and any other additions that may be construed as intended for commercial use Any vehicles that do not meet rule requirements may not park overnight (after 9:00PM) on Heritage Village Properties. New residents having pick up trucks registered in Connecticut must meet these requirements within 30 days of taking occupancy of their unit. Current residents owning pick up trucks must register with passenger plates at the time of next renewal. Pick up trucks with renewed combination plates which have been issued 60 days or more after this rule has been published will be subject to disciplinary action. **(Class C)**
- ~~(iv) All Connecticut Motor Vehicle Laws shall apply to motor vehicles driven by residents upon Village roadways. All residents and visitors must observe the following posted Village traffic signs: full stop, one-way, handicapped parking, prohibited parking, and shall not park within 10 feet of a fire hydrant. **(Class B)**~~
- (v) Owners or users of garages located below a Carriage House or two car Berkshire units shall not back their vehicles into such garages nor shall they idle the engine of any vehicle therein.
- (vi) The Heritage Village Safety and Security Department is authorized to ticket or take other approved actions against owner/resident operators of motor vehicles for violations of these Rules affecting Motor Vehicle Requirements, Operation or parking within Heritage Village.

MOTOR VEHICLE DAYTIME PARKING

N- Parking of a motor vehicle of any type is not permitted on any Village road, driveway, walk or unpaved area except in areas designated for parking. **(Class C)**

- (i) Commercial vehicles and motor vehicles bearing Ct. combination registration plates may park on Village roadways or driveways solely for the purpose of quickly completing deliveries, pick-ups or for servicing a Condo unit no later than 9:00 P.M.

- (ii) When not in use, owners of passenger motor vehicles including motorcycles and mopeds are urged to park such vehicles in assigned garages or carports.
- (iii) Without the resident's consent, parking or unloading is not permitted in the driveways adjacent to two-car Berkshire units. **(Class C)**
- (iv) Except as otherwise specifically permitted, trucks, trailers, campers, motor homes, recreational vehicles or boats owned by residents or others may not be parked any place in the Village. **(Class A)**

MOTOR VEHICLE OVERNIGHT PARKING

O- After 11 P.M. a resident's first passenger motor vehicle, motorcycle or moped may not be parked in the parking spaces provided in his Cluster, but such vehicle must be parked in his assigned garage or carport to allow emergency or maintenance vehicles unimpeded access to Cluster parking areas. **(Class C)**

- (i) Residents owning additional passenger motor vehicles should attempt to obtain garage space for same, but if not possible, such vehicle(s) should be parked (day or night) in the least used designated parking space(s) provided in his Cluster.
- (ii) Guests of a resident may park only their passenger motor vehicles overnight in available designated Cluster parking spaces. **(Class C)**
- (iii) A resident's guest traveling in a camper, recreational vehicle or a vehicle bearing a Ct. combination registration plate may only park such vehicle at any time in an area designated by the Village Management for a period not exceeding 7 consecutive days in any month. **(Class C)**

MISCELLANEOUS RULES

P-Except as provided by State or Federal Statutes, pets are not permitted within or upon Heritage Village Foundation properties including patios but if properly leashed, may be walked on Heritage Village pathways or roadways. **(Class B)**

- (i) Bicycling, roller-blading, and skateboarding shall not be permitted on any Heritage Village paths or walkways or within Cluster driveways. **(Class B)**
- (ii) No refuse, debris or animal waste shall be deposited in HVF ponds. **(Class B)**
- (iii) Smoking is prohibited in any Foundation building. **(Class A)**

ARTICLE V – INVESTIGATION, FINDINGS AND DECISIONS

1. As soon as possible after receipt by the Rules Adherence Committee (RAC) Chair Person or in the event of his unavailability, the RAC Vice Chair person, of a **signed** complaint alleging a Rule violation, initiated by the Heritage Village (HVMA) Village Manager, or any unit owner(s) or lawful resident(s), such Chair person shall appoint a sub-committee of three (3) RAC members (excluding a complainant or respondent), designating one member as chair person to investigate the complaint. The investigation shall include personal interviews with the complainant(s) and respondent(s). Within seven (7) business days following the close of the investigation, the sub-committee shall

forward its file to the Heritage Village Master Association Executive Offices for future reference and simultaneously submit a copy of its written findings \, decision and judgment to the complainant(s), respondent(s), RAC Chair person and where required by these Rules, to the HVMA Comptroller.

A. If the sub-committee determines that a respondent has committed a Rule violation, it may:

(i) fine the respondent(s) in accordance with the schedule of fines set forth in Article VI following OR

(ii) issue a conditional warning to the respondent(s) to cease and desist from such wrongful conduct, imposing a stated fine in the event that it subsequently determines non-compliance with its directive(s).

B. Any fine levied, collection of which has not been stayed shall be due and payable by the unit owner with the next scheduled monthly maintenance charge.

2. Notwithstanding the foregoing procedures, Officers of the Heritage Village Safety and Security Department or its successor organization are empowered to issue an "INFORMATION SUMMONS" to a respondent for alleged violations of those rules carrying automatic fines as set forth in Article VI-A following. Such summons shall be in a form as may be approved from time to time by a majority of the HVMA Board of Trustees, but in every event shall:

A. bear the date of violation;

B. the legible signature of the issuing officer;

C. identify the name and if known, unit number of the violator;

D. cite the rule violation number;

E. provide a simple description of the alleged wrongful conduct;

F. provide notice of the automatic fine imposed for such violation which shall be paid to the HVMA Comptroller within five (5) days unless:

(i) the respondent chooses to plead not guilty to the violation(s) charged and within five (5) days of its receipt signs and returns the appropriate copy of the Informational Summons to the RAC Chair Person, requesting an administrative hearing.

(ii) Upon the timely receipt of the respondent's request, the RAC Chair Person shall, from the RAC appoint a three (3) person Administrative Hearing Panel, one of whom will be designated as the presiding member. The Administrative Hearing Panel will promptly advise all respondents and the Safety and Security Officer of the date when, place where and time when the respondent(s) and complainant should appear before it for disposition of the alleged wrongful act(s).

(iii) The Administrative Hearing Panel may dismiss the complaint, decrease or increase the otherwise automatic fine set forth in Article VI-A in the same manner as an RAC sub-committee, but it may not stay collection of the fine.

(iv) The shall render its decision and judgment within ten (10) days following the close of its Hearing. A copy of its file shall be forwarded to the HVMA Executive Offices for future reference while simultaneously notifying the RAC Chair Person, the respondent(s), Safety and Security Officer and if a fine has been imposed, the HVMA Comptroller.

(v) the decision of the Administrative Hearing Panel shall be appealed in the same manner as if it were a decision of an RAC sub-committee.

ARTICLE VI AND VI-A – SCHEDULE OF FINES

The discretionary fines established by this Article imposed by an RAC sub-committee, or automatically imposed pursuant to Article VI-A or imposed by the RAC Administrative Hearing Panel, are not intended as a revenue enhancement, but hopefully, to encourage reasonable compliance with reasonable Rules.

- A-** The maximum fine for the first violation of a specific **Class A** Rule imposed by an RAC sub-committee shall be \$200.00 and \$500 for each subsequent violation.
- B-** The maximum fine for the first violation of a specific **Class B** Rule imposed by an RAC sub-committee shall be \$100.00 and \$200 for each subsequent violation.
- C-** The maximum fine for the first violation of a specific **Class C** Rule shall be \$50.00 and \$100 for each subsequent violation

Notice of any fine levied but not stayed shall be given the HVMA Comptroller and payment thereof shall be due and payable by the unit owner with his next scheduled monthly maintenance charge.

ARTICLE VI-A – AUTOMATIC FINES

Unless dismissed by the Administrative Hearing Panel, the following fines for Rule violations shall automatically be payable by the respondent(s) designated on a Summons issued by an Officer of the HVMA Safety and Security Department:

<u>Rule No.</u>	<u>Short Informal Description</u>	<u>Class</u>	<u>1st Viol.</u>	<u>Addl. Viol.</u>
2E	Improper Sign Placement	B	\$ 25	\$ 50
4B	Improper Storage In Garage	B	50	100
4B(iv)	Accessibility to Garage Areas	B	15	30
4B(v)	Garage Storage Of Nonhazardous Material	B	15	30
4B(vi)	Garage Storage Of Hazardous Material	A	75	150
4L(iv)	Pet Waste Disposal	B	25	50
4L(viii)	Pet waste disposal In Ponds, etc.	B	25	50
4M	Vehicle ID Sticker	C	25	50
4M(i)	Current Vehicle Registration	C	25	50

4M(iii)	Observance Of Posted Village Traffic Signs	B	25	50
4M(v)	Parking Under Carriage House	A	100	200
4(N)	Daytime Motor Vehicle Parking	C	15	30
4N(iii)	Parking in 2 Car Berkshire Driveway	C	10	20
4N(iv)	Improper Parking – Large vehicle	A	25	50
4O	Overnight Pkg. Resident's 1 st vehicle, etc.	C	10	20
4O(ii)	Overnight Guest Parking – Passenger Veh.	C	10	20
4O(iii)	Overnight Guest parking – Large Vehicle	C	15	20
4P	Pets In Foundation Properties	B	25	50
4P(i)	Improper Bicycling, Rollerblading, etc.	B	25	50
4P(ii)	Depositing Refuse, etc. In Ponds	B	25	50
4P(iii)	Smoking In Foundation Buildings	A	100	200

ARTICLE VII –APPEALS

An Appeal shall not affect the implementation and collection of a fine provided in the notice issued by the HVMA Safety and Security Department or by decision of the Rules Adherence Committee or Sub-Committee unless specifically stayed.

1- Within five business days following his receipt of notice of a Rule violation, the unit owner may appeal such decision by serving a written notice of appeal in person or by certified mail return receipt requested, upon the Chairman of the Rules Adherence Committee or in his absence the Vice Chairman, c/o HVMA Inc. Executive Offices, presently located at One Heritage Way.

2- Upon receipt of such appeal, the Chairman or in his absence, the Vice Chairman, shall **promptly** schedule and preside at a review of such decision/fine by the full Rules Adherence Committee. This appeal hearing shall take place at HVMA offices at a time convenient to both parties but no later than ten days from the date the notice of appeal is received by the Committee Chairman.

3- The unit owner may appear personally and/or be represented by counsel at such hearing, but the review proceedings will be conducted informally under the direction of the Rules Committee Chairman.

4- Written notice of the full Committee's decision shall be provided the Appellant no later than four business days following the hearing.

5- Within 48 hours following his receipt by mail or in person of a copy of the full Committee's written decision etc., the unit owner, by written notice **served on the HVMA President or in his absence on the Vice President**, forwarded in the same manner as directed in 1 above, may request a final review by a panel of HVMA Trustees.

A- Upon receipt of such written request, the HVMA President, or in his absence, the Vice President, shall immediately appoint a final review panel consisting of five Trustees, one of whom he shall designate as Chairman, but excluding any party to the Complaint and the complainant's Trustee. This panel shall review only all prior investigatory material and written decisions etc. No additional testimony in support of or in opposition to the allegations of Rule violation is to be considered. The decision of these Trustees shall be final. A copy of the panel's written decision shall promptly be furnished to all interested parties and to the HVMA Comptroller for billing purposes if appropriate.

B- The reviewing Trustees may extend the date for required performance by the unit owner, but such extension shall not constitute forgiveness or modification of any fine already imposed and approved by the full Rules Adherence Committee.

C- Any fine(s) previously paid by the alleged Rule violator prior to a reversal of an earlier decision by a reviewing body shall promptly be returned to him by the Comptroller.

D- All fines not paid or arrangement for the payment of such not completed by thirty days after a copy of the written decision has been furnished to all interested parties shall be subjected to a late fee each month of .01 (1%) plus a processing fee of \$5.00. The 1% fee will apply to the fine only and will continue until the fine plus fees accumulated have been paid or an arrangement for payment has been completed. Notice of the late fee shall be sent to the fined unit owner by certified mail – return receipt requested, by the Comptroller.

**E- Any accumulated fine which has not been paid or arrangement of payment not made, after a six (6) month period, may be subject to further action that may include collection agency, lien on the unit owner's property, or court action. Decision for such action will be based on approval of Trustees.
(November 22, 2011)**

ARTICLE VIII– APPLICABLE LAW AND INVALIDITY

If any Connecticut Court of Competent Jurisdiction shall hold invalid or unenforceable any Rule or fine provided herein, the remaining Rules and fines shall continue to be valid and enforceable pursuant to Connecticut law.

ARTICLE IX – AMENDMENT OF RULES

The HVMA Board of Trustees shall have the power to amend these Rules etc. at any duly constituted meeting by two-thirds of the entire weighted voting power of the Board, provided that the proposed amendment has been submitted in writing at a previous meeting of the Board at least 28 days earlier with notice of the meeting at which action

is to be taken. Notice of any approved amendment, modification or extension of these Rules shall be published for three consecutive weeks in the Heritage Village **BI-WEEKLY BULLETIN** or like publication and if there be none, by separate notice mailed to each owner and resident.

MAINTENANCE STANDARDS Rev. 02/24/12 (Approved 2-28-12 Board Meeting)

Under Subsection 47-257(e) of the Connecticut Common Interest Ownership Act, if any common expense is caused by the failure of a unit owner to comply with a written maintenance standard promulgated by the Master Association, then the Master Association may, after notice and hearing, assess any portion of the common expense in excess of any insurance proceeds received by the Master Association under its insurance policy, exclusively against that owner's unit.

The master property insurance policy currently maintained by the Master Association contains a deductible of \$10,000 for most covered losses. This means that if the units or the common elements are damaged because a unit owner failed to comply with any of the following standards, the Master Association can assess the first \$10,000 of the cost of repairing the damage, plus any other portion of the cost not covered by the master insurance policy against the unit owner who failed to comply.

1. Water Heaters:

a. Hot water heaters must be replaced no later than the earliest of:

i. The expiration of the manufacturer's warranty; or

ii. When the water heater first shows any signs of leaks or rust.

2. Dryer Vents: All dryer vents must be cleaned at least once every calendar year. The unit owner is responsible for hiring a qualified technician, or the unit owner shall contact Resident Services Department to schedule an appointment to have the dryer vent cleaned (billable service). Proof of such cleaning must be made available at the request of the Master Association.

3. Chimney Flues: All chimney flues serving an active fireplace in a unit must be cleaned at least once every calendar year. The unit owner is responsible for hiring a certified (licensed) chimney sweep technician. Proof of such cleaning must be made available at the request of the Master Association.

4. Minimum Temperature: All thermostats in the units must be set at sixty (60) degrees Fahrenheit or higher from October 1st through March 31st to prevent freezing pipes. Failure to maintain adequate temperatures could cause pipes to freeze. **An alternative to keeping the heat on when a unit owner is away is to have the unit winterized to a standard consistent with preventing frozen pipes.** Every unit is different. If you are not familiar with winterizing your unit, you must contact the Master Association for help in determining the best method for protecting your unit from frozen pipes.

a. In addition to providing adequate heat, unit owners must keep all interior doors open (even rooms which are not used) including bathroom vanity door, kitchen base cabinet (where sink is located) open to permit room heat temperatures to get to plumbing service and drain lines.

b. In units that have water pipes in attics or outside walls, the unit owner must let water faucets drip when the outside temperature goes below freezing.

5. Plumbing Fixtures:

a. All unit owners must check all plumbing fixtures, faucets and exposed pipes, including, but not limited to, water pipes and sewer pipes under sinks, in cabinets and in basements, at least twice a year for leaks or corrosion. Anything that leaks or is corroded must be replaced.

b. All unit owners must disconnect hoses from outside water faucets from November 1st until April 15th of each year to avoid pipe breakage due to freezing.

c. The following items should NEVER be placed in toilets and/or garbage disposal. This list is not inclusive. If you have any questions about a particular item that is not on the list, please call Maintenance or Resident Services.

TOILETS GARBAGE DISPOSAL

Sanitary Napkins Rice & Pasta

Depends Wrappers

Diapers Potted Plant Dirt

Washcloths Filter-Tipped Cigarettes

Paper Towels Food Fat & Grease

Hand Wipes Large Amounts of Food

Kitty Litter Fibrous Foods

Fibrous Foods Corn Husks

Coffee Grounds Banana Peels

Large Amounts of Food Stringy Fruits & Vegetables

Large Bones Egg Shells

6. Appliances: All electrical appliances, including but not limited to stoves, stove vents, refrigerators, dishwashers, washing machines, dryers, garbage disposals, and water heaters must be maintained in good operating order. All unit owners must install steel braided, Flood-Chek, or equivalent hoses to serve the washing machines and dishwashers in their unit. If the unit owner is currently using a rubber supply line for the dishwasher, a steel braided hose or copper line must be installed as a replacement.

7. All Screens Except Entrance/Storm Door, Awnings: These are optional items and the unit owner's responsibility from the installation to maintenance. Window and slider screens are covered if original.

8. **Garage Doors:** Unit owners are responsible for the maintenance of the garage doors installed in all garage units excluding two car Berkshires and Carriage Houses. All automatic garage door openers are the responsibility of the unit owner. They must be maintained in good operating order and adjusted properly to minimize noise, excess vibration, and damage to other components.

9. **Attic Stairs:** When installing a folding or retractable attic stairway, a firewall in the attic must be installed. A building permit from the town of Southbury is required, and it is the unit owner's responsibility to provide a copy of the permit to the Village Manager's office before commencement of the approved work.

10. **Air Conditioning:** Maintenance, repair and replacement of the air conditioning system is the unit owner's responsibility. Service of these units must be performed by a State of Connecticut licensed air conditioning technician. Failure to operate and maintain the air conditioning unit can cause high humidity levels which could cause mold growth. Should this occur, the unit owner is responsible for mold remediation.

11. **Possession of Pass Keys:** Per the HVMA Handbook, Article IV-Rules, 3F, all unit owners must provide Heritage Village Security with pass keys to their unit. If locks are replaced, a new key must be provided to HVMA so that access can be made in an emergency situation.

12. **Mold:** Residents must maintain adequate ventilation to dehumidify their unit. HVMA will not be responsible for mold remediation unless it is caused by failure of something that is maintained by the Village such as the roof and under slab pipes. Generally, a humidity level at or below 50% is acceptable. Humidity levels should never be above 60%.

13. **Showers, Tubs, Tile, etc:** The unit owner is responsible for maintaining all fixtures related to showers, tubs and tiles. Particular attention must be given to tiled areas. They must be maintained so as to avoid water penetration.

14. **Electrical:** One of the major causes of electrical fires is the use of extension cords. Rather than using extension cords, unit owners should have a licensed electrician install additional outlets where necessary. Using electric heaters is also another common cause for overloads. Simply put, in most cases an electric heater can use enough energy to maximize a 15 amp circuit breaker. Therefore, if any other device is connected to the same circuit, you could be overloading and overheating the wires in the wall (see list of circumstances below that should be avoided to prevent tripping or overloading circuits). Residents must be cognizant of this and take necessary action to prevent circuit overloads. Overloading circuits can cause fires. Residents must take care in preventing the overloading of electrical circuits.

EXAMPLES OF OVERLOADED CIRCUITS

Too many kitchen appliances plugged into one counter circuit:

- Microwave over the stove is not on a separate circuit and trips breaker when any other appliance is used at the same time.
- Toaster and coffee pot or microwave on the counter is running simultaneously.

Vacuum Cleaner

Space Heaters

Blown Light Bulbs

Hair Dryers

Defective Appliances

Power Tools and Compressors

Old Lamps (sockets or cords defective)

Electric Grills on patio

(February 28, 2012)
