

# Colchester Commons Management Corporation

## Exhibit B - Rules and Regulations

Revision Date: January 1, 2014



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**EXHIBIT B**  
**RULES AND REGULATIONS**  
**COLCHESTER COMMONS MANAGEMENT CORPORATION (CCMC)**

Revised May 14, 2011

The following Rules and Regulations shall govern the use of all properties within CCMC. This document is for Shareholders, Renters and Occupants referred to as Residents. The Rules and Regulations are provided for the convenience of the Residents. We realize that some of these cause inconvenience at times. But, if you desire to live in a clean, well-kept park, these Rules and Regulations are necessary. So, please do your part in cooperating with us so that we can all feel proud of our community.

**HOME SPACES**

1. Total occupancy shall be limited to two persons per home, due to increased demand placed on the septic system and/or services provided by CCMC.
2. Each resident shall be responsible for maintaining the exterior, including the walkways, the driveway, and foundation enclosure, of his/her home in good condition and repair. Each resident shall be responsible for keeping the Home site in a clean and orderly condition and appearance. This would include, but not be limited to, steps, awnings, garage, carport, porches, skirting and/or oil/kerosene tank cover. If the oil/kerosene tank cover is painted, it must be painted the same color as one of the colors of the house.
3. Each resident shall, in connection with the use, maintenance or repair of the home, comply with all Federal, State or local government rules, regulations, and/or ordinances.
4. No resident shall clutter or permit the accumulation of furniture, appliances, debris or other materials to occur adjacent to the home or on any portion of the Home site.
5. The Board of Directors reserves the right to come upon the Home site, with prior notice to the resident
  - (a) *to remove or dismantle, at the Resident's expense, any unregistered vehicles or any other items in violation; or*
  - (b) *to correct any violation of these Rules and Regulations.*
6. All water and sewage facilities from ground level adapters to the home shall be properly installed, maintained, and protected, and insulated by the resident. All electrical service, connections and lines from the meter box to the electrical panel inside the home shall be properly installed, maintained, protected and insulated by the resident.
7. Rubbish will be properly wrapped in approved containers, kept in concealed areas, and moved to the street and back again on the day when collections are made. Spilled rubbish shall be removed by the resident immediately.
8. The water and well system shall be used for normal domestic use only and the resident shall at all times maintain all above ground parts of the system in good working order. Residents will exercise prudence in using water and report all external leaks to the Board

Designee. Watering of lawns or gardens will be by hand-held hose only. Board of Directors reserves the right to curtail use of water when conditions warrant.

9. Residents and their guests will not create any undue noise or disturbance that will in any way adversely affect their neighbors' right to quiet enjoyment of their home or Home site.
10. The septic system is to be used for normal domestic use and no resident shall abuse or overload the septic system.
11. Each resident shall be responsible for any and all damage to any portion of the Community and/or the Home site, including, but not limited to, any driveway, walkway or unpaved area caused by such resident or resident's guest or agents.
12. Due to the presence of underground cables and wires, no resident shall dig or excavate (including the planting of any bush, tree or garden) on any portion of the Home site without the permission of the Board of Directors. Any bushes that are already planted shall belong to the Shareholder(s).
13. Trees belong to CCMC whether on a rented lot or in a common area:
  - a) removal and/or trimming of trees requires written approval from the Building & Grounds Director;
  - b) removal and/or trimming of trees that present a hazard will be removed or trimmed at the expense of CCMC;
  - c) trees that do not present a hazard can be removed by the Shareholder(s) at their expense after getting written permission from the Building & Grounds Director.

### **ALTERATIONS**

1. All homeowners must submit a written request to the Board of Directors Designee regarding any additions, sheds, shed additions, carports, decks or any exterior construction of any kind. Approval of such will not be unreasonably withheld.
2. You agree that you will not make any additions, alterations or changes to the Home site without prior written permission from CCMC. Approval of such will not be unreasonably withheld.
3. If permission is granted, you agree that all work will be performed in strict compliance with all governmental rules, regulations and/or and in accord with any plans you have submitted to CCMC for approval.

### **PARKING AND TRAFFIC**

1. Anything on any lot, or the RV lot, that requires Registration by the State of Connecticut, must have a current registration. No trucks or vans properly registered, with passenger or combination plates larger than three-quarter ton allowed on any lot or the RV lot.
2. Parking is not permitted in the street by any resident or guest whenever space is available at the individual's Home site. The only exception to this rule shall be when the number of

guest's vehicles exceeds the capacity of the individual Home site. In these cases, vehicles will be allowed to park only on one side of the street. Absolutely no parking is allowed on the street or roadways during or immediately after a snowstorm in order to allow snow removal to be done. Parking on the street is not allowed between midnight and 6:00am.

3. Parking is not allowed on the lawns at any time.
4. Only vehicles registered to legal Residents of Colchester Commons will be allowed emergency repairs or washing in the community.
5. All utility trailers, boats, recreational vehicles, etc., will be allowed to be parked in driveways for up to a maximum of 72 hours for the purpose of loading, unloading or cleaning. At all other times, these vehicles must be parked in the area specified for such parking by the Board of Directors.
6. All posted traffic and parking regulations will be adhered to in the interest of general safety.
7. Speed limit in the park is 15 miles per hour unless otherwise posted.
8. Unlicensed persons are not allowed to drive in the Community.
9. Snowmobiles or ATVs are not allowed in the park.

#### **PETS**

1. All dogs must be properly licensed.
2. No resident shall keep any pet or other animal in his home or on the Home site without the knowledge of the Board of Directors.
3. All dogs and cats must have an up-to-date rabies vaccination certificate.
4. A colored photo of the pet must be submitted to the office at time of registration.
5. All pets, including all existing pets, must be spayed or neutered and proof of such must be submitted to the office at the time of registration.
6. All dogs must be under the owners' control at all times and must be on a leash, unless the dog is under control of a Board of Directors approved invisible fence. Dogs walked on a road may go onto lawns close to the edge of the road but shall be kept away from small ornamental shrubs. Otherwise, dogs are not allowed uninvited on other peoples' Home site lots.
7. Pets are not allowed in the clubhouse, pool or pool enclosure.
8. Dog owners must pick up all animal droppings immediately, no matter where the animal is walked.
9. Pets are not to be left unattended on a leash for any extended period of time or when owners are away from home. Dog houses and runs are not allowed.

10. Only two (2) pets are allowed per household.

### **SELLING, SUBLETTING AND OTHER PROVISIONS**

1. Home owners must notify CCMC's Realty Liaison when offering their home for sale. Signs listing homes for sale should not be over six (6) square feet in size and may be displayed on the inside of the home only. Open house signs may be displayed at the curb on the day of the event.
2. Door-to-door peddling or soliciting will not be allowed in the community.
3. The Park is strictly a residential community and no signs advertising businesses may be on display.
4. A Resident shall not assign this Rental Agreement or sublet the premises without first notifying the Board of Directors.
5. When a homeowner no longer resides in the home in Colchester Commons and rents it to another party, all amenities will be assigned to the renter. The homeowner will retain only his/her voting rights of shares owned.
6. Contractors are allowed to put up a sign for two (2) weeks only. Signs should not be over six (6) square feet.

### **PARK POLICIES**

1. Residents may request a personal work agreement with CCMC contracted workers only after CCMC work hours are completed.
2. Excessive noise will not be tolerated.
3. The discharging of firearms, fireworks, archery equipment, sling shots or any other instrument which fires/releases a projectile on Community property is strictly prohibited.
4. Visiting children are restricted to the home environment they are visiting. They must be accompanied by a resident adult to move from that area to another as necessary. Children are not allowed in the roads riding bikes, playing ball or any other recreational activity. Please respect your neighbor's rights for peace and quiet.
5. Use of the swimming pool by guests under age 18 is restricted as follows;

**Monday-Sunday:  
11:00 am - 1:00 pm & 4:00 pm - 7:00 pm**

All other times are reserved for owners and adult guests. All guests shall be accompanied by a resident adult. All persons using the pool shall shower before using the pool. Only waterproof sunscreen lotions are allowed in the pool. There shall be no running, diving, jumping or other horseplay. No glass of any type is allowed in the pool area. All persons using the pool shall wear proper attire; "cut-offs" are not allowed. Pets are not allowed in the clubhouse or pool area. Children who are not toilet trained are not allowed in the pool. Refer to "POOL RULES AND USAGE".

6. Residents must accompany Guests when using any facilities, i.e., pool, tennis court, or clubhouse, etc.
  - a. Residents may not invite outside groups or organizations to use the pool/pool area.
7. The Clubhouse is to be used exclusively by CCMC Residents for recreational activities. Rental of the Clubhouse is for Resident gatherings with family and friends only. It cannot be rented for use by outside groups for solicitation, direct or indirect, including political or religious meetings of any kind. Rentals are arranged through the club house Rental Liaison. A fee of \$50.00 in the form of two checks or money orders payable to CCMC is required at the time of the reservation to cover maintenance and utilities of the Clubhouse. The second check or money order for \$25.00 will be returned to the renter if the facility is left in proper condition, clean and nothing is damaged as determined by the rental liaison. Attendance in the Clubhouse for private parties is limited to 75 people.
8. Individual tag sales or garage sales are not allowed.
9. Smoking is not allowed in the clubhouse.
10. Maintenance equipment, belonging to Colchester Commons, may only be used by a Maintenance and/or Building & Grounds Department unless approval is specifically obtained from the Maintenance Director.
11. Rollerblading or roller skating are not allowed in the common areas.
12. A memorial book is available for entries. Other memorials are no longer allowed.
13. A Shareholder must submit a dated written notification to the Board of Directors to view minutes of meetings, financial books, etc. Review must be done in the presence of two (2) Board members. Time and date to be determined by the Board and allow review within ten (10) days of receipt of notification, if possible.
14. Golf Carts will be allowed, as requested, on an individual basis with the following requirements:
  - a. golf carts must have brake lights, directional lights, a horn and should only be used during daylight hours;
  - b. proof of insurance is required as it is an unregistered vehicle;
  - c. a letter must be submitted to the Board of Directors absolving the Corporation of any liability.
15. Damages
  - a. Any damage caused by a resident's contractor(s) to CCMC Property or damage caused by a CCMC's contractor(s) to a resident's property must be reported to the Board of Director's Designee as soon as possible so it can be recorded, investigated and resolved.
  - b. Residents may not submit a bill to CCMC for damage without the Board's authorization.

- c. Damages found to be caused by contractors hired by a resident will be the resident's responsibility.

### Violation of Exhibit B: Rules & Regulations and the Fines Process – January 1, 2014

In order to resolve these situations, we have developed the following *fine* schedule and procedure for implementation. Lack of action to remedy a board request for action would result in the fine schedule being enacted:

- 1) When a violation is identified (from a complaint; notice from the aesthetic committee or observation) the board will investigate to determine if the violation is accurate.
- 2) If a violation is found, the Board of Directors will send a letter to the resident/owner requesting remedy of the situation which would include an expected timetable to remedy (**21 days – however the time expectation would depend on the type of violation and a reasonable time one would need to remedy**). The letter will also state the amount of the *fine(s)* if the violation is not remedied.
- 3) If the remedy has not been completed within the time frame, and an extension was not granted, a letter from the board will be sent advising that a fine of \$25 is levied. Remedy must occur within a specified number of days.
- 4) If the remedy is still not completed and an extension has not been granted, then a letter from the board will be sent advising that another fine of \$25 will be levied, and remedy must occur within 'X' days.
- 5) If after that timeframe the remedy has still not occurred then a letter will be sent, advising that a fine of \$10 per day will be levied until the resident has remedied the situation to the Board's satisfaction.
- 6) If no remedy is forthcoming by the resident after 30 days, then the board will take further action, which may include seeking a court judgment. Once a judgment is received, the board will file a lien against the resident/owner's home in the Colchester Town Clerk's office.
- 7) Fines levied by the board shall be collectable by a civil action brought in CT Superior Court or Small Claims court.
- 8) The collection of overdue fines shall include all allowable costs, attorney fees and statutory interest on judgments.

#### Appeal Process:

Residents/Owners, Renters and Occupants may submit a written request to appeal a fine to the Board of Directors in writing. An executive session may be held to discuss the issue with the Resident/Owner/Renter/Occupant.

#### Unpaid Rent Process

When rent is not paid within 10 days of the 1<sup>st</sup> of the month there is a 5% late fee assessed. A memo is sent to that effect by the treasurer.



This amount must be paid before the next rent is due. If it is not, a letter will be sent to the Shareholder/Owner advising that they have until the end of that current month to pay the full amount (rent + late fee) due. CCMC will attempt to work with the Shareholder/Owner to provide a schedule of payments, acceptable to CCMC, to assist the Shareholder/Owner in getting rental amount current. This schedule should not exceed a 12 month period.

When rent plus late fee remains unpaid for the current month and the Shareholder/Owner has NOT set up an acceptable (to CCMC) repayment schedule, the Treasurer/BOD will contact our attorney to send a letter to the Shareholder/Owner advising them that they have 30 days to bring unpaid rent plus late fees current.

At the end of the 30 day period, if no repayment is made, the Shareholder/Owner will be sent a notice that the board has contacted our attorney and intends to terminate the Rental Agreement. The above process is meant to supplement and not to replace the provisions of the Connecticut General Statutes concerning Termination of Rental Agreements and Summary Process to evict homes from the Colchester Commons community.

### **Appeal Process:**

Owners may submit a written request to the Board of Directors to discuss the nonpayment issue in executive session.

### **SUMMARY**

- 1. Rights are specifically reserved to Management to reasonably rescind, change or amend the foregoing Rules and Regulations and to adapt, from time to time, as they may deem necessary or appropriate. Delay in enforcement of these Rules and Regulations does not void our right to enforce them.**
- 2. Violation of the Rules and Regulations will be considered a breach of the Rental Agreement and appropriate action will be taken, including but not limited to the following: Violations will be addressed by letter from the Board as to the time frame in which such complaint shall be remedied. If not corrected within the specified time the violator will be fined. If further violations occur, additional fines will be levied.**
- 3. Fines levied by the Board shall be collectable by a civil action brought in Connecticut Superior Court. Fines, which are the subject of court action, shall be increased by all allowable costs, attorneys' fees and statutory interest on judgments.**

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I/We have read and understand the above Rules and Regulations and will comply.

**Shareholder(s) / Resident(s):**

**Witness:**

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Date:** \_\_\_\_\_ **House #** \_\_\_\_\_

**Realty Liaison's Signature:** \_\_\_\_\_

