

**DESIGN  
REVIEW  
GUIDELINES**  
*Of The*  
**FARMINGTON WOODS  
MASTER ASSOCIATION**



**Revised January 1, 2026**

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# **DESIGN REVIEW HANDBOOK**

## **I. INTRODUCTION**

The Design Review Committee is a group of Farmington Woods Unit Owners appointed by the Executive Board (the "Executive Board") of the Farmington Woods Master Association (the "Master Association" or "FWMA"). The Design Review Committee is authorized under the Declaration of Condominium for Farmington Woods. (The Declaration)<sup>1</sup> Its primary responsibility is to preserve the harmonious design and appearance of Farmington Woods and protect the values of property within the community of Farmington Woods.

Many other similar communities have discovered to their distress that unauthorized changes in landscaping and other external appearances have led to a lack of design unity not only offensive to the eye but tending to diminish property values and increase the cost of maintenance. Most people cherish their personal ideals of taste and appearance, and outside of the condominium method of ownership, have nearly total liberty to display them. But in a condominium where all of the land and the outside of buildings are commonly owned and maintained, it is obvious that changes in exterior appearance must be approved. For practical reasons, such approval from every other Unit Owner would be impossible. As a workable substitute, the Design Review Committee reflects the collective tastes and style preferences of the community and acts as the basis for evaluating requests for change.

The Design Review Guidelines as established by the Design Review Committee and approved by Executive Board, provides for strict controls as to what Farmington Woods Unit Owners may or may not do to alter the design and appearance of the individual Units and common grounds and when other Unit Owners must be notified of such changes. Deviation from the Procedures, Guidelines, Rules and Specifications then in effect will result in the Covenants Committee of the Master Association imposing a fine of \$100.00 per day (not to exceed an aggregate of \$5,000.00) until infractions are corrected, as provided in the Resident's Handbook.

Application by owners and approval, in writing, from the Design Review Committee is required before making any of the following changes from the original design of Farmington Woods. These changes include, but are not necessarily limited to the following:

**ALTERATIONS (ADDITIONS OR DELETIONS) WHICH IN ANY WAY CHANGE THE APPEARANCE OF THE STRUCTURE**

**SIGNIFICANT CHANGES IN LANDSCAPING**

**INTERIOR ALTERATIONS OR IMPROVEMENTS THAT REQUIRE A BUILDING PERMIT**

**ANYTHING AFFECTING THE APPEARANCE OF OUR COMMUNITY**

Since the Declaration specifically prohibits the construction of permanent living structures on Common Elements or Limited Common Elements, the Design Review Committee will neither consider nor approve these applications. Enclosed porches, decks and patios for seasonal enjoyment are permitted provided prior approval of the Design Review Committee has been granted. (See Section IV below.)

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<sup>1</sup> See Appendix A for Excerpts from the Declaration of Condominium for Farmington Woods authorizing the Design Review Committee and incorporated by reference into these Guidelines.

## **II. PROCEDURES**

### **A. APPLICATIONS FOR PROPERTY ALTERATIONS OR CHANGES**

Applications for approval of alterations or changes must be submitted to the Design Review Committee on a Property Improvement Request Form A (page 40), ten days prior to the regularly scheduled meeting that is scheduled on the third Tuesday of each month. Forms may be obtained under Printable Forms at Member Central on the Farmington Woods website or from the Master Association Office. There is a non-refundable filing fee of \$25.00 if the work to be completed exceeds \$500.00. This fee covers Master Association administrative costs.

Care should be taken to adequately describe the changes requested. If the request is not clear, the Design Review Committee will defer its decision and request that the Unit Owner resubmit a clarified application.

Applications will be reviewed by a member of the Design Review Committee and/or Master Association staff who will inspect the site/Unit and/or contact the requesting owner and determine if alterations meet specific construction standards.

A filing fee shall be required after the approval of the Design Review Committee for alterations which in the discretion of the Design Review Committee require completion of an Agreement or a Covenant Restriction. (See Forms C & D below.) This charge is to cover the cost of a filing fee for these forms to be recorded at the town office. Subject to specific construction requests, conditional approval may be authorized. Final approval will be subject to receipt of a building permit. (See also Section F below.)

All applications will be formally recorded by the Master Association Staff indicating type of alteration, inspection and decision and will ensure that all procedures have been completed.

### **B. NOTICE TO INTERESTED UNIT OWNERS**

The Design Review Committee will consider any application to determine the effect it will have on the rights and privileges of other residents in the area. If an application involves changes to the exterior of a Unit, notice shall be given to the adjoining/ adjacent Unit Owners who have a direct view of the proposed alteration ("Interested Unit Owners"). Notice is not required for storm/screen doors, flag poles and flag pole brackets.

Such notice must be in writing and the applying Unit Owner must provide proof that the notice was either mailed to all Interested Unit Owners by the applicant at least seven days prior to the meeting at which the application will be considered, or delivered personally to all Interested Unit Owners and receipt acknowledged by them, and shall state:

1. A brief description of the nature of the application which has been submitted to the Design Review Committee;
2. The date, time, and location of the meeting at which the application will be considered;
3. The name of the Unit Owner and the address of the property to which the application relates;
4. That the application and related plans and information are available for inspection at the offices of the Master Association during regular business hours;
5. That comments may be submitted in writing to the chairperson of the Design Review Committee prior to the meeting or may be submitted orally at the meeting.

A Neighbor Notification Form B (page 41) is available under Printable Forms at Member Central on the Farmington Woods website or at the Master Association office. In the event that consideration of an application is postponed or continued, provided that notice was given as set forth above, notice need not be given again for any subsequent meeting(s).

**C. FINANCIAL RESPONSIBILITY**

Costs of approved alterations will be the sole responsibility of the Unit Owner, including costs of permits, engineering fees and any other fees. The cost of maintenance and repair of such alterations shall be the sole responsibility of the Unit Owner unless the Master Association charges an additional maintenance fee and agrees to be responsible for such maintenance and repair. Alterations which the Unit Owner is responsible to maintain which are not properly maintained by the Unit Owner may be removed and the area restored to its original condition by the Master Association at the Unit Owner's expense. Such action is subject to notice and appeal procedures.

**D. FEES**

Property Improvement Request (Application Fee)	\$25.00
Agreement Addition/Improvement	\$75.00*
Covenant Restrictions (Enclosed Porches)	\$75.00*
Covenant Restrictions (Electric Car Charging Equipment	\$105.00*
Attached Garage/Electrical Service Currently Metered to Unit)	
Covenant Restrictions (Electric Car Charging Equipment	\$105.00*
Limited Common/Common Element Parking Space/Detached Garage)	

\*Filing fees may increase with the Town of Avon/Town of Farmington.

The Unit Owner will be advised if any additional condominium maintenance fees are applicable when the approval letter is sent for an addition such as a deck or enclosed porch. The amount will be calculated upon substantial completion of the proposed improvements as follows:

$$\text{Square footage times Master Association Charge} = \text{Monthly Fee}$$

**E. DECISIONS**

Decisions of the Design Review Committee shall be mailed to applicants, within approximately one week after the date the application is reviewed by the Design Review Committee. Work may not be commenced until a letter of approval has been received.

**F. COVENANT RESTRICTIONS AND AGREEMENTS**

The Design Review Committee will require the Unit Owner to execute and pay all costs required to record a Covenant Restriction or an Agreement against the Unit setting forth, among other things, whether the Unit Owner must bear the responsibility and cost for all maintenance, and the Unit Owner's agreement to indemnify and hold harmless the Design Review Committee, Executive Board, Master Association, and any of their agents, employees or members against all claims, losses, costs and damage of any kind whatsoever including attorney's fees incurred in enforcing this indemnity arising directly out of the request and any subsequent approval, construction and inspection. Such document shall be recorded before the Unit Owner commences construction or installation of the proposed improvements. (See forms C and D pages 42 & 44)

#### **G. APPEAL**

Applicants who wish to appeal a denied application may do so by requesting reconsideration of their application in writing, and arranging with the Chairperson of the Design Review Committee to be heard at the next scheduled Design Review Committee meeting; to respond to the reasons provided for denial. If denied a second time, Unit Owners may appeal to the Executive Board of the Master Association in writing within 45 days of receipt of the written letter of denial.

The Executive Board shall provide for Notice and Hearing, within one hundred twenty (120) days after the request is officially received by the Executive Board, and shall have the right to extend the time for such hearing for an additional sixty (60) days. Failure to provide notice and hearing within such time shall constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

#### **H. TIME FOR COMPLIANCE**

An inspection will be made by the Master Association staff of all alterations approved by the Design Review Committee six (6) months after the date of approval. If the approved work is not started within six (6) months of the approval date, a letter will be sent to the Unit Owner along with a six-month extension application for the originally approved request. If the Unit Owner wishes to apply for the extension, a maximum of six (6) additional months will be permitted to complete the work. If work is not completed after the additional six (6) months, and if the Unit Owner still wishes to complete the work the Unit Owner must reapply including application fee if applicable.

Upon completion of all work, the Unit Owner must deliver a Certificate of Occupancy to the Master Association, if one is required by the Town.

#### **I. DEVIATION FROM APPROVAL**

Any changes in approved alterations must be submitted to the Design Review Committee for approval before commencement of the work.

Upon completion of the approved work, it will be inspected by either the Master Association staff and/or the Design Review Committee to ensure that it has been accomplished in accordance with the approved application. If the completed work deviates from the approved plan, the Unit Owner will be so informed by the Design Review Committee and corrective action will be required at the Unit Owner's expense.

#### **J. ALLEGED VIOLATIONS**

Residents or employees should report to the Master Association, in writing or email, alleged violations of criteria contained in the Design Review Handbook. The Master Association staff will investigate the alleged violation and take appropriate action.

#### **K. INSPECTIONS**

The Master Association staff will periodically inspect all areas of Farmington Woods for compliance with the standards set forth in the Design Review Handbook which affect appearance, maintenance, costs or property value. As noted in Item H above, a six-month inspection is conducted for all approved property improvement requests.

### III. ITEMS REQUIRING APPROVAL AND GUIDELINE REQUIREMENTS

#### A. ITEMS REQUIRING APPROVAL BY THE DESIGN REVIEW COMMITTEE

All work performed must conform to all State and Local Building Code Regulations. <sup>1</sup> The approval of the Design Review Committee must be obtained before construction or installation begins for any of the following items:

##### 1. EXTERIOR ALTERATIONS – GENERAL

Alterations to the exterior of any Unit such as the substitution of sliding doors for windows, the addition or replacement of windows, patios, terraces, decks and balconies, etc., which shall conform with the color, style, structure and functions already existing and shall not unreasonably intrude on a neighbor's privacy or view.

All exterior alterations must also comply with setback requirements imposed by governmental entities.

##### 2. INTERIOR ALTERATIONS – GENERAL

The interior appearance or arrangement of Units has properly been left to the tastes and wishes of Unit Owners. Many interior changes are not and should not be a concern to anyone but the Unit Owner. The installation of valances, bookcases, cabinets, and shelves are examples of such changes. Other changes do require approval of the Design Review Committee as described below.

It is not the intent of the Committee to question any Unit Owner's right to make non-structural architectural and aesthetic changes to his or her Unit. However, it is the Design Review Committee's responsibility to determine that any anticipated changes both inside and out of any Unit will not harm any adjacent structure or violate any agreement the Master Association currently has with local utility companies and building authorities. For this reason, the following guidelines apply to interior renovation work in any Unit:

- a. Prior to any interior renovation taking place in any Unit, it is the Unit Owner's responsibility to contact the local governing agency in their Town to determine if any building permits are necessary for the anticipated work.
- b. It is the Unit Owner and/or his or her contractor's responsibility to secure all building permits, if necessary, prior to the start of any construction.

##### 3. ALTERATIONS REQUIRING BUILDING PERMITS

Additions and alterations which require a permit from the appropriate town building official and approval of the Design Review Committee include: "the cutting of any walls, partitions, or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit way requirements."<sup>2</sup> Design Review Committee approval and a town permit are also required for "addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, oil, waste, vent or similar piping, electrical wiring or mechanical or other work affecting public health or general safety."<sup>2</sup>

It is the Unit Owner's responsibility to secure necessary building permits from the Town of Avon or Farmington. A copy must be submitted to the Master Association Office. Town fees are also the responsibility of the person seeking the permit.

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<sup>1</sup> Connecticut State Building Code

<sup>2</sup> Connecticut State Building Code



If required by the Design Review Committee, alterations requiring a building permit may also require the execution of an Agreement with the Master Association on Form C and/or Form D. The filing fees to record the Agreement with the Town shall be paid by the Unit Owner.

#### **4. FIREPLACES, FIREPLACE ENCLOSURES AND GAS LOGS**

Any alterations or additions to fireplaces, fireplace enclosures, stoves or gas logs must be approved by the Design Review Committee.

#### **5. PRIVACY FENCES/WALLS**

Except for original construction, no fence or wall of any kind shall be erected, placed, maintained, or permitted to remain upon any Limited Common Elements, unless and until the written consent of the Design Review Committee has been obtained. Removal of an original fence or wall requires the written consent of the Design Review Committee.

#### **6. AWNINGS**

Awnings must cover only patio, deck and balcony areas, and cannot exceed the portion of the Common Elements assigned to a Unit as a Limited Common Element area as set forth in the Declaration of Condominium, Article XI, Section 1. c. (see Appendix A ). Awnings will not be approved for an individual window or door. The location and installation of any awning must not adversely affect the view, sunlight or natural ventilation of adjacent Units or buildings.

All awning installations must conform to these specifications:

Material – Sunbrella or equivalent fabric which is a 100% acrylic fiber carrying a five year written guarantee against defects in the material. The approved color is Glen Raven Green or an approved equivalent, a sample of which may be seen at the Master Association Office. Approved color is for both new and replacement awnings.

The covers shall be sewn with a polyester thread with chain stitch. Porch type covers are to be sewn with pockets for pipes to slide through.

The two (2) outermost and all center rafters, and the two (2) outrods shall have pockets.

The awning shall have an 8" valance with the bottom doubled for greater stability. The valance shall be bound with a polyester binding.

Frame - The framework must be so constructed and reinforced as to properly support the required load without noticeable sagging. Porch type frames with no support pipes shall be made of 1" outside diameter and 1-1/2" outside diameter pipes with galvanized fittings.

Minimum Specifications - The rafters are to be constructed of 1" outside diameter galvanized water-pressure pipe including rafter rods spaced no more than three feet six inches apart. Projection bars are also to be 1" outside diameter heavy wall galvanized water pipe. The upright supports and front bar are to be 1-1/4" outside diameter heavy wall galvanized water pipe. The upright shall be set in concrete a minimum of 24" in a 1-1/2" galvanized fitting for easy removal, if necessary, for any reason. All the fittings will be a heavy galvanized fitting.

The front will have a 3/8" bar and tie-down clamps positioned 2-1/2" galvanized sleeve fitting for easy removal, if necessary, for any reason. All the fittings will be a heavy galvanized skip fitting.

The front will have a 3/8" bar and tie-down clamps positioned 2-1/2" below the front bar to keep the cover taut.

Retractable Awnings - Upon proper application, will be considered for approval.

All awnings approved by the Design Review Committee, other than retractable awnings, must be removed from November to April each year.

If a Unit Owner no longer wishes to install an awning, the supporting hardware must be removed at the Unit Owner's expense upon the request and in the discretion of the General Manager his/her designee.

## **7. WINDOW INSTALLATION**

The following requirements apply to all windows, whether replacement of existing windows or installation of additional windows as part of renovation and they should be provided to all parties asked to bid on a project in order to ensure understanding of and compliance with Farmington Woods standards and specifications. Windows must conform to the style and color of existing windows in the area unless otherwise approved in writing by the Design Review Committee. "Replacement" windows (also referred to as "retrofit" windows) will not be approved. Beveled or etched glass panes and window grids (muntins) will not be approved. See also "Window Installation Instructions" in Appendix B and incorporated by reference into these Guidelines.

- a. All windows must be flanged (new construction) windows, with window flashing properly installed to form a weather-resistant barrier between the window and the siding.
- b. All window flanges must be flush with the unit's sheathing.
- c. Flashing must be installed above the header trim so that the flashing is behind the paper and siding.
- d. Window flashing tape must surround the window, providing a weather-resistant barrier around the window. (See Window Installation Instructions.)
- e. Trim width may be increased up to an additional 3/4 inch when the original trim cannot be salvaged or adjusted to the new window dimensions, such as in clapboard conditions.
- f. The approved trim replacement material is cedar for wood-sided buildings or PVC for vinyl-sided buildings.
- g. Exterior trim must be caulked with exterior paintable caulk where the trim and window frame meet. The trim and any other affected materials must be stained or painted to match existing unit/trim color.
- h. Detailed specifications for installation of windows are set forth at the end of this section under the heading "Window Installation Instructions".

Following approval, the Unit Owner must notify the Master Association Building Department of the date and time when installation will take place so that a staff member may inspect the premises during the installation process to confirm that it meets all standards and specifications as set forth in Item 7 above.

During the installation process the Unit Owner or the contractor must report any unforeseen conditions discovered in the course of the installation to the Farmington Woods Master Association, including, but not limited to, dry rot, termites, mold, or insect damage.

#### **8. SCREEN AND STORM DOORS AND STORM WINDOWS**

The color of the base unit for combination storm/screen doors must be black, brown or white and is limited to high-lite or one-lite door of a simple, non-ornamental design. The choice of color must be compatible with the color of the exterior of the condominium Unit and existing doors in the area. Further, the specifications must include: heavy extrusions, extra heavy corner gussets, heavy-duty kick panel, tempered safety glass, an expansion fixture where necessary, top-quality door closer, hurricane chains and push button lock sets. No grill-work will be allowed except as approved by the Design Review Committee prior to installation.

If a Unit Owner desires to remove the door at some future date, he or she must return the exterior of the Unit to the same condition prior to the installation. The Unit Owner is responsible for any damage to the Unit and to any Common Elements or Limited Common Elements related to the installation of a storm/screen door.

Storm windows on the exterior of the Unit must be as inconspicuous as possible. Exterior frames must match the color of the existing windows of the Unit.

#### **9. ROOF WINDOWS AND SKYLIGHTS**

Only skylights or roof windows with a flat surface are permissible unless the skylight meets the following conditions:

- a. the skylight is a small dome no more than 16 inches in diameter, and
- b. the skylight does not contain an electric light or ventilation fan.

Flat surface skylights or roof windows may be either fixed or ventilation models.

No more than two dome-surface skylights may be placed on the front, sides or rear of any Unit. Any existing domed skylight which was installed prior to 1992 may be replaced with like kind and quality.

The color must be compatible with the color of the roof. Installation must be in accordance with the installation specifications furnished by a manufacturer approved by the Design Review Committee, and must be done by a competent contractor.

All repairs and maintenance of roof windows and skylights will be the Unit Owner's responsibility.

#### **10. VENTILATION**

Ventilation, to include exhaust and intake vents and any other similar mechanical apparatus requiring penetration of the roof, exterior walls or any other Common Element or Limited Common Element must be installed by a licensed contractor at the Unit Owner's expense. The vents or other apparatus must be as small in size as functionally possible, positioned on the roof or building exterior in such a way to minimize their visibility, and must be painted to blend with the roof and/or the building exterior. The installation of new ventilation may require application to and approval by the Building Official of the Unit Owner's town of residency and must comply with applicable sections of the International Residential Code regarding installation and required exhaust rates.

##### **a. Clothes Dryer Exhaust**

Clothes dryers must be exhausted in accordance with the manufacturer's installation

instructions. Dryer exhaust systems must be independent of all other systems and convey the moisture to the outdoors.

**b. Bathroom Ventilation**

Exhaust air from bathrooms and toilet rooms must be exhausted outdoors and must not be recirculated within a residence or to another dwelling unit.

**a. Gas Range Hoods**

Range hoods must discharge to the outdoors through a single-wall duct and must not terminate in an attic or crawl space or areas inside the building.

**b. Gas Furnace Ventilation**

Flush-mount vent kits, PVC pipes and fittings used to vent high-efficiency gas furnaces must be installed in accordance with the manufacturer's installation instructions. The building official of the unit owner's town of residency must approve termination location and clearances.

**11. INLAND WETLANDS**

The State of Connecticut and the Avon and Farmington Town Inland Wetlands Commissions require that permission be obtained before changes of any kind are made within a reasonable distance of wetlands. For information concerning the inland wetlands, contact the commissions.

Any application to the Design Review Committee which involves encroachment on wetlands or wetlands buffers will be tabled pending receipt of necessary governmental approvals.

**12. LANDSCAPING**

Landscaping provides an important visual amenity as well as a source for erosion control and noise abatement. The Design Review Committee may determine landscaping particulars such as size, location, products used, etc., ensuring compatibility with existing conditions and environmental precedent. Please be aware that Unit Owners are responsible for planting and the cost of the new landscaping materials along with future maintenance or replacement of said work. If the unit is sold, all future maintenance transfers to the new unit owner.

**a. TREES AND SHRUBBERY**

Any Unit Owner wishing to add shade and/or decorative type trees must submit a plan showing trees no closer than eight (8) to ten (10) feet from each other and ten (10) feet from any structure.

Shrubs, whether selected for foliage, color, or flowering characteristics will be approved for planting near walls if they will not obstruct the view from neighboring Units and property. Such plantings should be clustered in beds rather than widely scattered in order to permit free travel of mechanical mowing equipment and permit maintenance such as painting, etc.

Native plant material is strongly advised because of the increased chances for healthy growth and compatibility with the area. Any plantings, flowers, or shrubs must have a twelve (12) inch earth border to grass so mowing may be done effectively.

All trees, shrubbery and growing items are the property of the Master Association. This includes any items that have been planted by a Unit Owner and are to be maintained by the Unit Owner.

No resident is permitted to remove trees or shrubbery from the Common Elements or Limited Common Elements without prior written approval of the Design Review Committee.

No resident is permitted to trim, prune or in any way alter the appearance of any tree, shrubbery, foliage, etc. If a Unit Owner believes that pruning is necessary in an area, he or she should submit a Maintenance Work Request.

**b. LANDSCAPING STONES AND ROCK GARDENS**

Landscaping stones, as approved by the Design Review Committee, to be placed at front entrances, along the edges of buildings, under decks and around patios must utilize natural colors of browns, grays, greens and beige. White stones are not permitted. Applications for rock gardens must indicate the size and location of rocks and indicate the area contours. Rocks must be left in their natural color. The Unit Owner will be responsible for the full care and maintenance of such areas.

**c. FLOWER BEDS**

Flower beds are encouraged, provided they are contiguous with the exterior of the Unit or of an existing privacy fence and are fully maintained by the resident or Unit Owner.

**d. GRADING**

Permission is required for any grading or regrading done in conjunction with creating a rock garden or flower bed. Grading or regrading must not affect ground water drainage or a neighbor's view.

**e. RETAINING WALLS**

Retaining walls may be used to preserve trees, define rock gardens, flower gardens, etc. with written approval by the Design Review Committee.

**13. LIGHTING**

The location, direction and intensity of exterior lights must not adversely infringe on a neighbor's privacy. Fixtures, support methods, etc., must be in compliance with existing designs.

Specifically, no lighting that is not original to the unit shall be attached in any manner to walls, fences, railings or awnings.

Landscape lights must be solar, wireless fixtures and may be placed in the landscape in areas needing illumination for safety reasons, subject to Design Review Committee approval. No electrical wiring may be run outside of the unit or on the ground. Motion detectors are not allowed for use in landscape lighting.

The lights must conform to the following specifications:

- All fixtures must be uniform in style and color, and match existing colors in the area.
- The color of the fixtures must be black, brown or bronze.
- The color of the actual light must be white.
- Maximum height is 18 inches above ground.
- Lights must be equally spaced, well maintained and properly anchored to stand straight in the landscape.

Placement is restricted to established landscaped areas only in the unit's limited common area or running along the sidewalk to the front door, subject to Design Review Committee approval. Landscape lights may not be placed as to interfere with snow removal, lawn maintenance, mowing or trimming activities. The Master Association shall have the right to temporarily move or remove the lighting to perform maintenance or repairs and is not responsible for damaged or missing landscape lighting.

All aspects of the installation and maintenance of landscape lighting shall be the responsibility of the Unit Owner. The Unit Owner must replace or remove any non-operating or damaged solar lights as the malfunction is discovered. (See also Items 23 & 24 below.)

#### **14. FLAGS, FLAG HOLDERS, FLAG BRACKETS AND FLAGPOLES**

Upon application to the Design Review Committee, permission may be granted for installation of flag holders or flag brackets for the sole purpose of displaying the American flag or the Connecticut State flag, provided the following conditions are met:

- a. The American flag is described as 13 alternating red and white stripes and 50 white stars on a blue field.
- b. The Connecticut State flag is described as a white baroque shield with three grapevines, each bearing three bunches of purple grapes on a field of royal blue. The banner below the shield reads "Qui Transtulit Sustinet."
- c. Only flags defined within this rule are allowed.
- d. Any holder or bracket to be mounted on the exterior of a Unit shall be installed only by the Farmington Woods Building Dept.
- e. No more than one flag bracket, flag holder or flagpole shall be permitted for any Unit.
- f. Flag holders, brackets and flagpoles must be kept in good condition and repair.
- g. Flags shall not exceed three feet by five feet in size unless otherwise approved by the Design Review Committee.
- h. Flags must be kept clean and in good condition and repair.
- i. Flags may not be placed on or attached to Common Elements or Limited Common Elements except on approved flag holders, brackets or flagpoles
- j. No attachment or flag shall be affixed to a tree.

#### **15. GUTTERS**

Gutters and downspouts may be installed on the outside of a Unit or any Common Element or Limited Common Element upon the prior approval of the Design Review Committee. All repairs and maintenance of gutters will be the responsibility of the Unit Owner. The Master Association will periodically clean gutters. Water diverters may be installed by the Master Association at the Unit Owner's expense to minimize water drainage from the roof onto a patio or entry door.

All gutters shall be aluminum finish to match abutting trim a minimum of 5" width.

Gutter mounting with concealed straps or screw in bracket type are permitted using #10 screw dipped galvanized or stainless screws. Ferrule and spike attachment is not allowed. Gutters are to be secured to the fascia board not more than two feet apart.

Leader pipes (downspouts) shall be aluminum finish to match abutting trim same as gutter. Leader pipe size is to be determined by roof size. Leader pipe shall be secured to the trim at least every three feet (at least 3 fasteners per 10 foot section). Concealed fasteners are preferred to strap attachment.

## **16. DECKS**

Deck joists must be sized for a 60 lb. live load – Galvanized joist hangers are required to help secure floor joists. Pressure treated lumber is required. Pressure treated lumber must be used with 2" x 6" grade 1 decking, except in Condominium 17 where 5/4" X 6" grade 1 has been used.

Concrete piers must be a minimum of 42" below finished grade and must be belled out on the bottom.

Rails and pickets must match those of existing decks in the area and comply with Town Building Codes. The deck railing must be stained the same color as existing deck railings in the area.

If stairs are installed they must be positioned on stones or concrete slab(s).

Stones, mulch or plastic sheets are required underneath decks to prevent vegetation growth.

## **17. PATIOS**

Patios must be finished using hard material such as concrete, brick, stone, slate or other comparable material, and must be compatible with other patios in the area.

No carpeting or temporary materials will be considered as suitable in lieu of the hard materials herein specified. Requests for alterations to existing patios must be submitted to the Design Review Committee for approval.

## **18. UNDERGROUND WATERING SYSTEMS**

The approval of the Design Review Committee is required for permission to install an underground lawn watering system. **The source of water must be clearly described.** If approved, the installation and upkeep are at the Unit Owner's expense. If the Unit is sold, the Unit Owner should notify the buyer of this fact.

The above provision does not apply to those Units that were originally built with underground watering, but those systems may be used only between the hours of 4 P.M. and 7 P.M.

## **19.-ANTENNAS/SATELLITE DISHES**

All installations must conform with the current FCC (Federal Communications Commission) regulations for over-the-air reception devices (OTARD). Antennas or satellite dishes must be no larger than one meter (39.37 inches) in diameter. Antennas may not be higher than twelve feet in height measured from ground level or the floor level of the Limited Common Element upon which it is installed. Such installations are allowed on the unit owner's Limited Common Elements, such as decks, patios, porches or balconies, that are for their exclusive use. The OTARD rule does not apply to Common Areas that are owned by the Farmington Woods Master Association. Such Common Areas include the roof or exterior walls of the building. If the unit owner is unable to receive a signal by placing the dish or antenna on his own Limited Common Element, the unit owner must seek Design Review Committee approval before having the dish or antenna installed on any Common Element.

Design Review applications for approval of a satellite dish or antenna on a Common Element must include:

- a. An elevation (side view) drawing of the structure, including dimensions, that the dish or antenna will be mounted to.

- b. The type of mounting equipment that will be used.
- c. Indication of how and where lead-in cables will enter the building. (All wires must be anchored and secured.)
- c. Product literature for the satellite dish or antenna.

## **20. STATUARY**

Statuary must be of a size, scale, type and color appropriate and complimentary to the space, which may be located within the following areas: (i) on the front porch, steps or stoop of a Unit; or (ii) in landscaped, mulched areas adjoining a Unit or visible only to the applicant's Unit. The Design Review Committee will consider, among other things, whether the statuary is visible from traveled Common Elements. Any planter pot which is also a statue or which is not designed to contain a plant larger than the pot will be considered to be statuary.

No more than two concrete, resin-based, pottery, metal or stone statues not exceeding 24" in height may be placed in established gardens, shrub areas, and adjacent to garage doors (without access impediment) Any items which in the judgement of the Design Review Committee are deemed to be novelty items or potentially offensive are prohibited.

## **21. PLANTERS AND FLOWER BOXES AND POTS**

Planters and flower boxes and pots must be of a size, scale, type and color appropriate and complimentary to the space, which may be located on or within the following areas: (i) on the front porch, steps or stoop of a Unit; (ii) in landscaped, mulched areas contiguous to or adjoining a Unit or visible only to the applicant's Unit; and (iii) in front of garages or carports (hanging on the structure, or located on the ground). Such planters and flower boxes and pots must be removed if they do not contain living, well maintained plants.

Planters and flower boxes and pots will not be permitted in lawn areas because of increased maintenance issues.

For safety reasons, free standing flower pots cannot be placed on a railing or a privacy wall.

Planters and flower boxes to be located on deck railings or privacy walls should be the color of the Unit. The Unit Owner shall be responsible for maintenance and upkeep of the planter and flower boxes and shall repair or remove same upon receipt of written notice from the Master Association that same are in need of repair.

## **22. BENCHES AND CHAIRS**

Benches or chairs of a size, scale, type and color appropriate and complimentary to the space may be located on the front porch at the entry to a Unit.

Benches and chairs are not permitted to be left on lawn areas because of increased maintenance issues.

## **23. EXTERIOR ADDITIONS, DECORATIONS AND ORNAMENTS**

Decorative wall signs, plaques, door knockers, seasonal wreaths or floral sprays of a size, scale, type and color appropriate and complimentary to the space, may be placed on the front door to a Unit or in the area adjoining the front door to the Unit on buildings with wood siding only.

There shall be no nail holes or damage of any type made to the vinyl siding or casings around the windows and doors of vinyl-sided buildings. Nothing shall be affixed at any time to the vinyl siding,



including but not limited to, decorations, plaques, plant holders or any other personal property. Unit Owners shall be liable for such damage to the vinyl siding. Upon application to the Design Review Committee, exceptions may be made for vinyl sided units for a flag bracket, with installation to be done only by the Farmington Woods Building Dept., for the sole purpose of displaying the American flag or Connecticut State flag according to the guidelines set forth in Section III, Paragraph A, Item 14 of the Design Review Handbook.

The following items are strictly prohibited from all areas including on the exterior of units and within Common and Limited Common Elements: **Gazing balls, whirly gigs, wind indicators, wind socks, large thermometers, bug catchers, cartoon characters, any and all plastic/vinyl decorative items, decorative fencing or edging of any nature, religious items, animal figurines, gnomes, decorative garden flags, string lights, decorative lights and lanterns.** Any and all items that may impede the maintenance of common areas or present a potential safety issue to our maintenance staff are strictly prohibited.

#### **24. HOLIDAY DECORATIONS:**

Winter holiday decorations may be displayed from the day after Thanksgiving until January 15. For all other holidays, decorations may not be displayed sooner than two weeks before the holiday and must be removed no later than one week following the holiday. Holiday decorations may be displayed only on Limited Common Elements (front entry, porch, deck, or patio). Holiday and seasonal decorations may not be placed on the Common Elements to include front lawns and landscaped beds. Any unit owner wishing to place holiday decorations on the Common Element areas, to include landscaped areas, bushes, trees, lamp posts and railings, must receive written approval from the Design Review Committee. The following items are specifically prohibited in Common and Limited Common Element areas: inflatable figures/decorations, large plastic decorations, holiday lawn ornaments, blinking lights and any item that would create a nuisance for other residents.

The design and quantity of exterior holiday decorations must be in good taste, reasonable in size in relation to space, maintained in a neat and attractive manner and appropriate for the season. Holiday lighting shall be placed to ensure that it does not disturb other residents. The Design Review Committee, at its discretion, has the right to determine if such decorations are contrary to good taste and does reserve the right to require the removal of any decorations that generate complaint(s) or are deemed offensive in nature.

#### **25. HARDWOOD FLOORING**

Installation of hard flooring materials can increase the amount of noise that filters between units, amplifying the sounds of everyday living, from children and pets running across the floor to electronics such as televisions and stereos.

The installation of hard flooring in upstairs units, including vinyl, linoleum, wood, Pergo or similar prefabricated flooring, tile, or any other hard flooring material, requires impact insulation that complies with the Connecticut State Building Code, specifically structure-borne sound in floor/ceiling assemblies between dwelling units.

Any owner of an upstairs unit who wishes to install hard flooring must (1) contact the building department in his/her town of residency to determine current standards and (2) submit a request for the floor modification, including appropriate padding, to the Design Review Committee for approval prior to installation. Padding must meet or exceed the current standard for noise control.

Notice shall be given to the unit owner(s) below and adjacent unit owners who may be directly impacted by the proposed installation. (Refer to Section II Procedures, Item B, Notice to Interested Unit Owners.)

## **26. ATTIC INSULATION**

The addition of insulation to the attic space requires a permit from the appropriate town building official. It is the Unit Owner's responsibility to secure necessary building permits from the Town of Avon or Farmington. A copy must be submitted to the Master Association Office. Town fees are also the responsibility of the person seeking the permit.

Insulation must be installed in accordance with the manufacturer's installation instructions.

Soffit vents must not be covered up. Soffits are part of the overall ventilation scheme. Soffit baffles are required to maintain air flow up the eaves into the attic space.

Depth gauges are required every 250 sq. ft.

Multiple vapor barriers must be avoided as this will create a moisture problem within the insulation itself. Unfaced insulation must be used when adding insulation on top of existing insulation. Unfaced insulation does not have a paper vapor barrier and thus will not trap moisture between the layers of insulation.

Clearance requirements for heat-producing equipment found in an attic, such as flues or exhaust fans must be maintained. Most recessed lights are not rated to be in direct contact with insulation. Other clearance requirements may be mandated by local building codes and must be observed.

Spray foam installation must not be applied while the unit is occupied. Most spray foam manufacturers require a 24 hour vacancy after installation is complete.

## **27. HOME SECURITY SYSTEMS/SURVEILLANCE CAMERAS**

Applications to install home security camera(s) must include a plan, drawing or photos showing the exact location of each camera in relation to neighboring units. Applications must also include the make and model of the system, manufacturer's specifications including the size, shape and angle of view of the camera(s) and must also state the camera's range of clear image.

Unit owners who seek approval for the installation of a home security system with surveillance camera(s) are required to provide notice to adjoining unit owners and units identified by the Master Association which may be in direct view of or be affected by the proposed installation. The installation will only be approved after the neighbors' right to privacy has been considered, and must be in accordance with local ordinances, state and federal privacy statutes.

All camera installations must adhere to the following conditions:

- a. Camera(s) must be placed in the least intrusive or visible location with electrical lines concealed.
- b. Camera(s) must only be focused on the unit owner's limited common elements (exterior entry doors, door stoops, porch or patio, the use of which is limited to that unit) and never directed at windows of adjacent units or directed at common elements.
- c. No camera may be placed on any neighboring structure (including but not limited to trees, fences, poles, etc.) or on any common area of the community.

- d. Home security and/or surveillance systems must not emit any blinking, strobe, high intensity or other direct lighting that will disturb neighbors.

## **28. EXTERIOR PAINTING/STAINING**

1. The Farmington Woods Master Association will provide the Design Review Committee annually with a Master Rehabilitation and Staining schedule in order that the Committee may consider the needs of the area in a timely manner. The Master Association will also notify residents, in writing, when their area is due for rehabilitation and/or staining.
2. Existing colors will either (1) remain the same; (2) be changed to conform to the Design Review Committee's Community-Wide Guidelines for Exterior Painting/Staining of Residential Units (revised April 20, 2019) as approved by the FWMA Board on June 24, 2019; or (3) be changed as otherwise determined or recommended by the Committee based on specific needs for the buildings in question and approved by the Master Association Board.
3. For areas in which new stain colors are to be applied, samples shall be presented at a regularly scheduled Design Review Committee meeting. Residents shall be notified, in writing, two (2) weeks in advance of this meeting. Additional notice shall be posted in In the Woods 2.0 for two (2) weeks preceding said meeting. At that time residents may view samples of the new colors, and details of the staining process, such as front door color, garage door color, and changes in trim detail will be made known. Residents may also submit, in writing in advance of said meeting, any concerns, comments, or suggestions for consideration by the Design Review Committee. In addition, larger samples of the new colors will be applied to a unit or units in the affected area so that residents may see them in naturally existing conditions.
4. In the event that the Design Review Committee or the Master Association Board determines that a vote by residents may be necessary and/or desirable in certain limited circumstances (e.g., new door or trim colors), information and ballots will be distributed by the Master Association, to be returned by a date specified, and the ballots will be counted and the results reported to the Design Review Committee for final approval by the Master Association Board at its next regularly scheduled meeting.

## **29. INSTALLATION OF ELECTRIC VEHICLE CHARGING EQUIPMENT - ELECTRIC VEHICLE CHARGING STATION LOCATED IN THE UNIT:**

Any Unit Owner proposing to install the wiring and equipment necessary to recharge the battery of an electric or hybrid automobile in the unit, such as located within an attached garage, must obtain written approval by the Design Review Committee.

The Unit Owner must provide a certificate of insurance, prior to installation, that names the Master Association as a named additional insured under the unit owner's insurance policy. The Unit Owner wishing to install an electric vehicle charging station must engage a licensed and insured contractor to install the vehicle charging station. The unit owner must provide a certificate of insurance for the contractor within 14 days of approval by the Design Review Committee.

The unit owner is responsible for the costs associated with the installation of the electric vehicle charging station, including, but not limited to, increased master policy premiums, attorney's fees incurred by the Master Association, engineering fees, professional fees, the cost of obtaining any required permits or licenses and applicable zoning compliance.

Once the charging station is installed, the Unit Owner is responsible to maintain the equipment in good repair, including, but not limited to, the repair or replacement of any portions of the electric vehicle charging station.

The unit owner is responsible for the cost to connect the electricity to the unit's individual meter or install a separate meter to identify and pay the electricity usage costs associated with the electric vehicle charging station.

The Unit Owner must complete Form E, Agreement for the Installation of Electric Vehicle Charging Equipment (Attached Garage/Electrical Service Currently Metered to the Unit) (Page 46). This agreement must be read, understood and signed by the Unit Owner or Owners and returned to the Farmington Woods Master Association Office to be notarized BEFORE INSTALLATION CAN BEGIN. Please note a filing fee will be charged.

**ELECTRIC VEHICLE CHARGING STATION LOCATED IN A COMMON ELEMENT OR LIMITED COMMON ELEMENT:**

Any Unit Owner proposing to install the wiring and equipment necessary to recharge the battery of an electric or hybrid automobile while it is parked in its limited common element parking space, such as a parking space located in a detached garage building owned by the Master Association or any such parking space reserved exclusively for the use of said Unit Owner, must obtain written approval by the Design Review Committee.

The Unit Owner wishing to install an electric vehicle charging station must engage a licensed and insured contractor to install the vehicle charging station. The unit owner must provide a certificate of insurance for the contractor within 14 days of approval by the Design Review Committee.

The Unit Owner is responsible for all costs of installing, maintaining, and operating the vehicle charging equipment, including, but not limited to, increased master policy premiums, attorney's fees incurred by the Master Association, engineering fees, professional fees, the cost of obtaining any required permits or licenses and applicable zoning compliance.

Once the electric vehicle charging station is installed, the Unit Owner is responsible to maintain the equipment in good repair and attractive appearance, including, not limited to, the repair or replacement of any portions of the vehicle charging station that need repair or replacement and the repair or replacement of any portions of the Common Elements altered or damaged by the installation or continued maintenance of the equipment.

The Unit Owner will arrange to provide electricity to the electric vehicle charging station, and pay for all electricity used by the charging equipment. If the electricity cannot be metered through the electricity provided to the unit, the Unit Owner shall pay to install a submeter to be monitored by the Master Association and the cost of the electricity will be charged back to the Unit Owner. The Unit Owner will be billed on a periodic basis with a cost of this electricity plus a reasonable charge for the cost of reading the submeter, calculating the electrical charges, and preparing the bill, payable to the Master Association. In the event the Unit Owner fails to pay for the electricity consumed by the electric vehicle charging station and billed by the Master Association, the Master Association reserves the right to turn off the electricity to the electric vehicle charging station.

If at any time, the Master Association must modify the metering of the electric vehicle charging equipment or the electrical supply available to the equipment to accommodate more than one unit owner wishing to install similar vehicle charging electrical services, the cost of that part of the

electrical upgrades or modifications that benefits all the vehicle charging systems shall be allocated equally to each vehicle charging system. Any cost attributable to this electric vehicle charging equipment will be allocated solely to the Unit Owner.

The Unit Owner must complete Form F, Agreement for the Installation of Electric Vehicle Charging Equipment (Limited Common/Common Element Parking Space/Detached Garage) (Page 52). This agreement must be read, understood and signed by the Unit Owner or Owners and returned to the Farmington Woods Master Association Office to be notarized BEFORE INSTALLATION CAN BEGIN. Please note a filing fee will be charged.

### **30. ENCLOSING PORCHES/PATIOS**

(See SECTION IV below)

### **B. SPECIFICALLY PROHIBITED ITEMS:**

The following items are strictly prohibited from all areas including placement on the exterior of units and within Common and Limited Common Elements:

#### **1. EXTERIOR ADDITIONS**

Any exterior decorations on Units, garages or privacy walls, except as expressly provided above in Item A. 21 "Planters and Flower Boxes and Pots", and/or Item A. 23, "Exterior Additions, Decorations and Ornaments".

#### **2. CLOTHESLINES**

Clotheslines, clothes reels or clothes drying racks outside any Unit are specifically prohibited.

#### **3. AIR CONDITIONERS**

Window or through the wall air conditioners may not be installed except for the tower room in a Fairfield Unit (or when a part of the original Unit design.) An application must be submitted to the Design Review Committee.

#### **4. GREENHOUSES**

A greenhouse or similar type structure may not be attached to the exterior of any Unit unless it is a part of the original design.

#### **5. VEGETABLE PLANTS**

Vegetables, tomatoes, etc. cannot be planted in landscaped areas around the Unit or contained in planters and pots located on patios, decks and other Limited Common Elements. Garden plots are available for planting vegetables. Contact the Cooperative Garden Committee for information on these available plots.

#### **6. GARAGE REFLECTORS**

Installing reflectors on garage doors will not be approved.

#### **7. VINES**

No vines or other perennial vegetation are permitted in contact with the Unit or any Limited Common Element. Any such vines or other perennial vegetation previously approved by the Design Review Committee or the Executive Board shall be removed at the Unit Owner's expense prior to sale of the Unit.

#### **8. BENCHES AND CHAIRS**

Benches and chairs in Common Element areas are prohibited unless they are owned and maintained by Farmington Woods Master Association.

#### **9. TRELLIS, WINDOW BOXES, PLANTERS**

As determined by Farmington Woods Maintenance Staff and confirmed with independent contractors working in Farmington Woods, attaching window boxes and trellis items to structures causes significant rot and deterioration resulting in the replacement of fencing, siding and structural components attributable to the Unit Owner. Therefore, no window boxes or trellis may be attached to any structure, wall or privacy fence. The Unit Owner is responsible for the cost of repair or replacement to fencing, siding and structural components due to deviation from these guidelines. The placement of any free-standing trellis requires Design Review Committee approval and shall not be placed in any common area that may impede maintenance.

#### **10. OUTDOOR STORAGE CHESTS, CLOSETS, AND SHEDS**

No outdoor storage containers of any size or description, including but not limited to chests, closets, and sheds, shall be permitted in all areas including on the Common Elements or Limited Common Elements assigned to any Unit. Existing outdoor storage containers in place on the effective date of this provision shall be promptly removed by the owner upon sale of the unit.

## SECTION IV ENCLOSED PORCHES/PATIOS

### A. ENCLOSED PORCHES/PATIOS

Enclosed porches and patios are intended for the personal comfort of residents of Farmington Woods and may not be converted into living space. Any area which is enclosed remains a Limited Common Element and does not become part of the Unit. (See Article XI, Section 2 of the Declaration in Appendix A below).

These guidelines are presented to guide Unit Owners in the design of enclosed porches and patios so that such porches or patios will be in conformance with the aesthetic appearance of construction in Farmington Woods. Please review the definitions and illustrations below. Construction in any form may not commence until the Unit Owner has obtained written permission from the Design Review Committee.

Connecticut State Law requires that the Unit Owner obtain a building permit before starting construction. The building permit must be posted at the job site and be visible from the exterior of the Unit. The Unit Owner is required to pay all appropriate fees to the town building department. The Master Association is not responsible for the enforcement of the town building code for any porch/patio. The Unit Owner is responsible to ensure that his/her contractor works within all appropriate codes.

The Unit Owner is required to present a copy of the building permit to the Master Association Office **BEFORE COMMENCING CONSTRUCTION** and a Certificate of Occupancy **AFTER COMPLETING CONSTRUCTION**.

A ¼ inch equals one foot scale or larger drawing must be submitted with the Property Improvement Request, showing the proposed structure in relation to the existing structure. Both the side view and front view are mandatory. Separate drawings are permitted to show detail for framing or a framing detail may be shown within one drawing. All material shown on the drawing must be identified with arrows and text explaining the items. Drawings must be on paper no smaller than 8 ½ x 11 inches. Drawings must be in pen or pencil and clearly legible. A legend stating address, Owner's name, date, contractor and scale must be in either lower corner. No construction deviations from the approved drawing are permitted without written permission from the Design Review Committee. Construction of enclosed porches/patios must adhere to the following:

#### 1. STAIN

The exterior must be stained to match the existing Unit colors at Unit Owner's expense in accordance with FWMA stain specifications. The color scheme of the existing building must be followed on the exterior of the porch. The color of the original exterior condominium wall color may not be changed.

#### 2. FLOOR

The deck floor must remain the current color or if replaced it must be clear coat finish only. Concrete slabs shall not be painted. No finish application is permitted to concrete patios. Removable carpet of the "indoor/outdoor" type can be used so long as it is not adhered, cemented, glued down or permanently attached to the floor.

#### 3. KNEEWALL

Except as provided in "Sliding Door Applications" in Section IV. E. 5 below, a minimum 28" and a maximum 36" knee wall is required on all porches/patios. ½" exterior grade plywood sheathing is required on the exterior of the knee wall studs prior to siding application. Where appropriate, insulation of knee wall can be approved.

#### **4. GLASS/SCREEN**

All glass/screen opening sills must be pressure treated wood. Openings may be fitted with removable screens and, if Unit Owner desires, removable glass. Where appropriate, windows (single pane or thermopane) can be approved.

75% of the area above the knee walls must be screen, glass or plexiglass on all sides of porch or patio except the original condominium wall. Floor to ceiling or full walls without openings for glass and/or screens are not permitted.

#### **5. SLIDING GLASS DOORS INSTEAD OF KNEEWALL**

If the area to be enclosed meets the following conditions, an enclosure utilizing sliding glass doors may be approved by the Design Review Committee as an alternative to the knee wall application:

- a. The patio/porch to be enclosed already has an existing roof;
- b. The walls of the enclosure are in the same plane as the existing Unit;
- c. Either the width or length is less than seven feet;
- d. The area does not currently have a railing;
- e. There is no porch above the area to be enclosed;
- f. The area to be enclosed is at ground level;
- g. The area to be enclosed is at the side or rear of the Unit.

The sliding glass doors may be thermopane. However, in accordance with FWMA guidelines, the enclosed area shall not be heated and may not be converted into living space.

If appropriate, a wooden pressure treated floor may be installed, not to exceed 7 ½ inches above ground level, or as required by building code to ensure a level floor that it is flush with current access to the Unit.

#### **6. ELECTRICAL**

No cable television, phone lines, etc. are permitted to be installed within the new knee walls created by the porch construction. An electrical box is allowed to be installed in the ceiling to provide overhead light. A switch for this light may be installed within the original condominium wall to control the overhead light. The original light on the original condominium wall may be required to be relocated to provide light on stairs or a walkway. Design Review Committee approval is required if the Unit Owner desires to replace this light with another fixture. All electrical installations and/or modifications must be performed by a licensed electrical contractor and must be noted on the Unit Owner's application to both the town building department and the Master Association. Only code approved outdoor electrical elements may be used. The electrical items will remain the Unit Owner's responsibility even after the Master Association takes over maintenance of the porch or patio structure.

#### **7. SIDING**

Siding must be cedar and match the style of the existing building and be applied to the sheathing using galvanized #8 ring-shank nails.

#### **8. TRIM**

Trim boards must be cedar, minimum 3/4 inch and applied to all window/door opening wraps and the exterior must be trimmed to match building. Fascia and rake boards must be cedar ¾ inch. All framing plates in contact with patio or original deck floor must be pressure treated material and size



per building code. All other framing must be Douglas fir minimum grade 2 or better. Framing design must be in accordance with building code requirements.

## **9. ROOF**

Minimum pitch 4 in 12 (4 inches of rise for every 12 inches of run)

Roof design types - shed and gable only.

A 30 year manufacturer's warranty shingle is required and must match the existing building shingle.

Minimum 15 pound felt paper with manufacturer overlap must be utilized. ½ inch exterior grade plywood minimum 4 ply (T1-11 ply is not permitted) must be applied over the roof joists.

Roofing nails must be galvanized and must penetrate sheathing not less than 1/8 inch and be installed per shingle manufacturer's instructions.

Metal drip and rake edge flashing must be installed and the color must match the existing building.

A 36 inch ice and water shield must be installed on 18 inches of either side of all valleys. This involves removal of original shingles and felt paper on the existing building roof. The ice and water shield must be installed in accordance with the manufacturing instructions.

The shingles may be woven or closed cut design within the valley. No open valleys are allowed.

Roof structures must not penetrate existing roofs. All roofs must be attached to the existing structure by installing a 2"x 6" or larger plate on top of existing sheathing or a ledger board if butting to a vertical wall. All new rafters must be attached to this plate. All roof overhangs must match existing design including soffit and fascia. All existing roof ventilation must remain intact. If the new roof is enclosed, soffit vents must be installed in the new soffit. The new vents must be of a metal type and color must match existing building. Fiberglass vents are not permitted. Additional roof vents may be required depending upon roof style and whether the interior roof structure is going to be enclosed. These requirements are to be handled on a case by case need between the Unit Owner and the Master Association.

The underside of the roof may be left bare or covered with exterior grade plywood and may be painted.

The triangle created from a shed roof design (side) must be sided and trimmed to match the existing building. Screens, windows or plexiglass are not permitted in this area unless specifically approved by the Design Review Committee. Please see the attached drawing for clarification.

## **10. GUTTERS**

Gutters may be required if water runoff becomes a problem for any reason. The color of the gutters must match the existing building. Any future maintenance requiring water diversion caused by the new roof structure is the Unit Owner's responsibility, including, without limitation, modifications to the existing condominium roof if the current design drains onto the proposed roof structure. Any modifications to the existing condominium roof must be pre-approved by the Master Association.

## **11. SKYLIGHTS**

If skylights are installed and a leak arises it is the Unit Owner's responsibility to repair/replace any affected elements and to pay all costs.

## **12. FOOTINGS**

Prior to any construction, 25% of all existing piers (deck support posts) must be exposed to verify conformance. If the existing piers are undersized or not at proper depth the Unit Owner must correct all piers to meet both Master Association requirements and the Town building codes.

If the existing deck is cantilevered more than one foot, additional piers and posts must be installed at the Master Association's discretion, and at the Unit Owner's expense. If the proposed structure is to be over a concrete patio, proper sized piers or wood posts must be installed to support the structure. The piers/post cannot rest solely on the patio. All piers and posts must meet or exceed existing Town Building Code.

## **13. MAINTENANCE**

An additional monthly maintenance fee must be paid to the Master Association for periodic maintenance of the constructed addition. This fee also pays for the staining of the structure within the staining program. However, the Unit Owner is responsible for the initial stain application which must meet or exceed Master Association stain specifications. The Master Association is not responsible for any windows, sliding doors, screens, plexi-glass, skylights, doors, hardware, tracks, lights, switches, etc. installed during or after construction within the enclosed porch or patio. The Master Association is responsible for the future replacement of rotted wood framing or siding on the enclosed porch or patio as well as shingle replacement when deemed necessary by the Master Association.

## **14. WARRANTY**

The Unit Owner must obtain a two (2) year written warranty made out to the Master Association from his or her contractor for any defect in material or workmanship regarding all aspects of the newly constructed or installed portions of the enclosed porch or patio.

## **15. FINAL PLANS**

Based on the approved schematic design documents, Property Improvement Request form and any adjustments authorized by the Master Association in the program, schedule or construction, the Unit Owner shall prepare, for approval by the Design Review Committee, documents and/or drawings to fix and describe the size and character of the improvements as to the architectural, structural, mechanical and electrical systems and such other elements as may be appropriate.

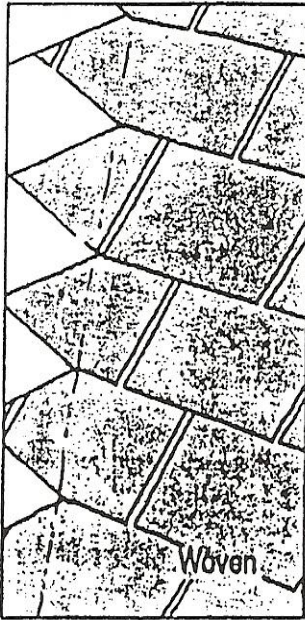
The design development documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations. The Master Association may require elements of construction to exceed current building codes due to the fact the structural elements of the project will be Master Association property.

## **16. DEFINITIONS AND ILLUSTRATIONS**

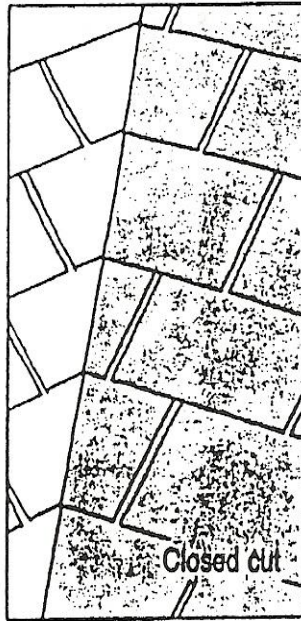
NOTE: The illustrations found below are provided for clarification purposes only. The Unit Owner is responsible for submitting detailed drawings showing all aspects of the construction of an enclosed porch or patio.

## ILLUSTRATIONS

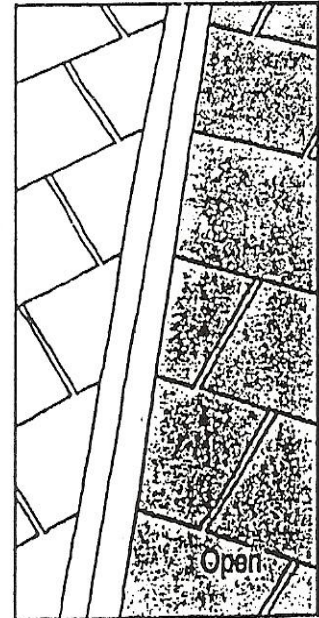
Three valleys



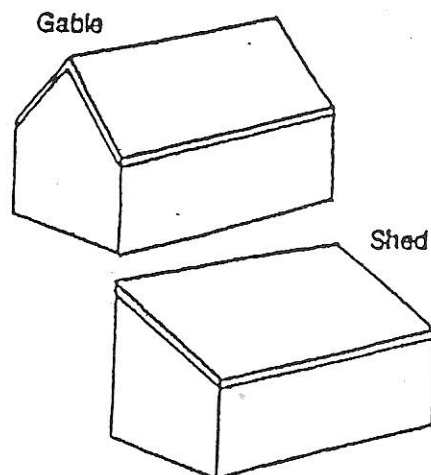
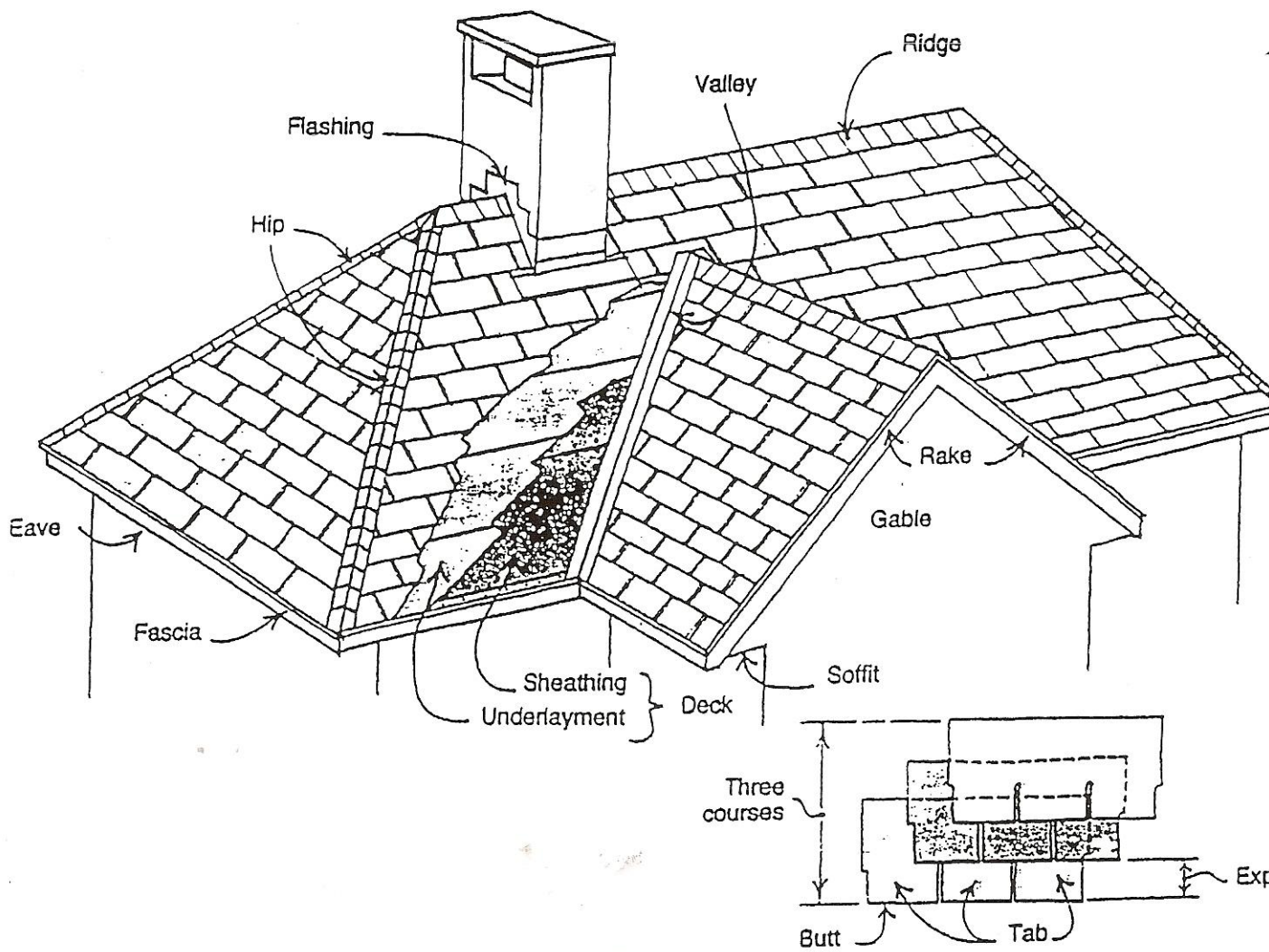
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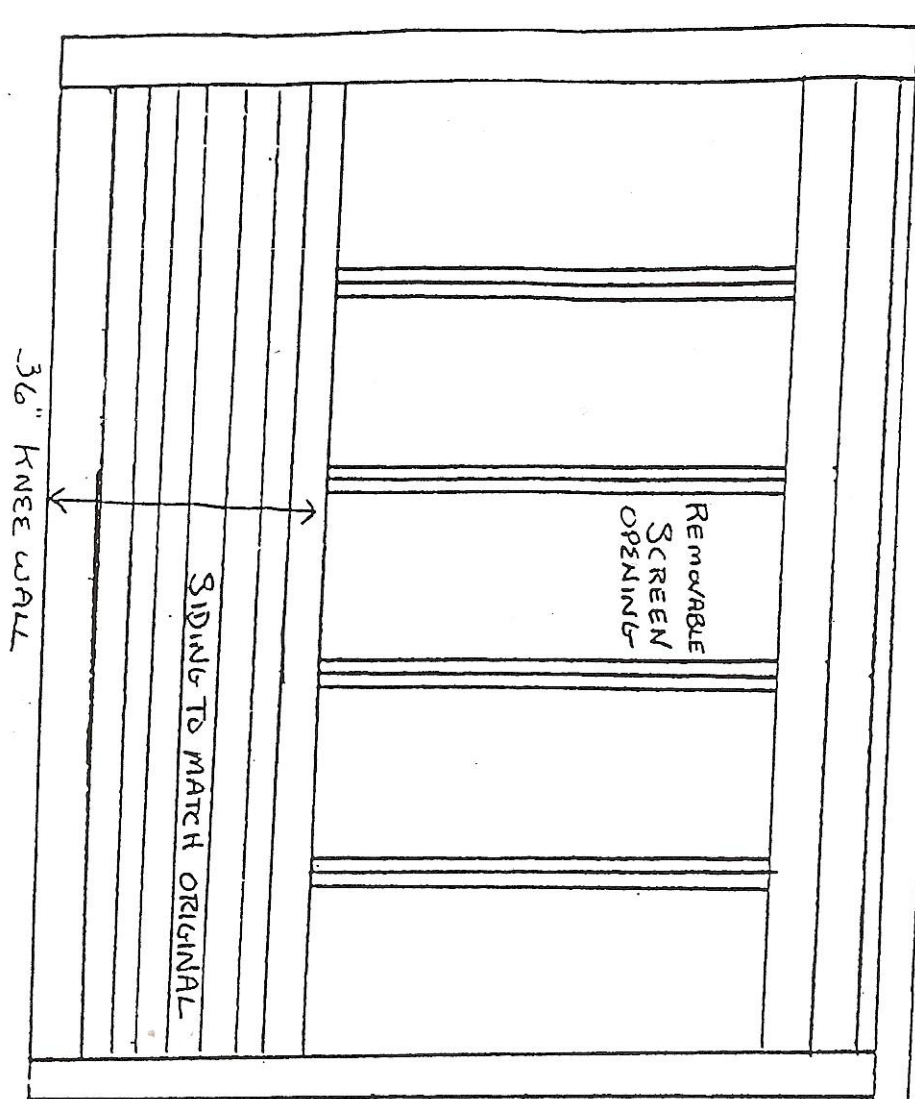
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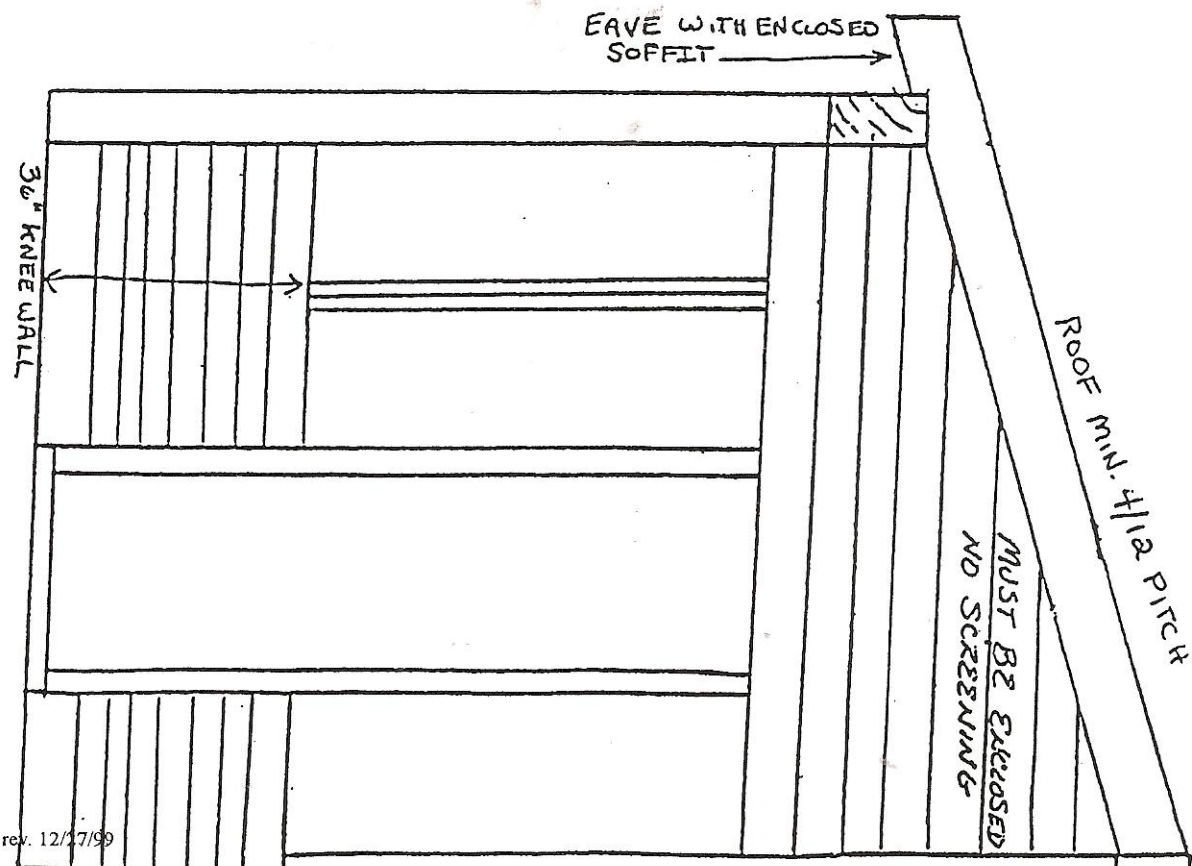
NOT ALLOWED



30 YEAR ASPHALT SHINGLE TO MATCH EXISTING



EAVE WITH ENCLOSED SOFFIT



**TERMS THE ROOFER USES** Words like “exposure,” “rake,” and “valley” used in the roofing industry probably don’t have quite the same meaning for everyone else. Here are some of the more commonly used terms:

**BUILT-UP ROOF:** A flat or slightly sloped roof surfaced with alternating (or built up) layers of roofing felt and hot-mopped asphalt, and a layer of gravel or crushed rock on top.

**RAKE:** The edge of a pitched roof at the gable end.

**RIDGE:** The top edge of the roof, where two roof slopes meet in a horizontal line. **BUTT:** The exposed end of a shingle or shake.

**SHEATHING:** Boards or plywood sheets that form the nailing base for roofing shingles or tiles.

**COURSES:** The horizontal rows of roofing material, laid successively from the eave to the ridge of the roof.

**SLOPE (OR PITCH):** The number of inches of vertical rise of the roof over a horizontal distance of 12 inches; a “4 in 12” roof has a Slope that rises 4 inches over a 12 inch run.

**DECK:** The structural nailing base for the roof, usually composed of wood or plywood sheathing and felt underlayment.

**DRIP EDGE:** A type of flashing made of thin strips of metal or plastic that extends the length of eaves and rakes to facilitate water runoff.

**SOFFIT:** The underside of the rafters and roof at the eaves.

**SQUARE:** Unit of measure equaling 100 square feet, used as a basis for measuring roof area. Also, the amount of roofing material, allowing for overlapping, needed to cover 100 square feet of roof.

**EAVES:** The edge of the roof that projects beyond the house wall.

**EXPOSURE:** The portion of each shingle or tile exposed to the weather. Also called “weather exposure.”

**TAB:** The cutout part of an asphalt shingle; Three-tab shingles usually have three 5-inch tabs in a strip that measures 12 by 36 inches.

**FASCIA:** Wood or other trim covering the ends of the rafters.

**UNDERLAYMENT:** The material, usually asphalt-saturated roofing felt, used to cover deck sheathing before the roof surface is put down.

**FLASHING:** Waterproofing materials, usually metal, that connect roof shingles or tiles to chimneys, valleys, vent pipes, vertical walls, eaves and rakes.

**GABLE:** A type of roof with two slopes meeting at a horizontal ridge. Also, triangular area formed by such a roof.

**VALLEY:** The junction where two downward sloping roofs meet at an angle; an important channel for water runoff.

**HIP:** A downward-sloping intersection of two roof planes that extends from the ridge to the outside corner of the house. Also, a type of roof.



## APPENDIX A

### EXCERPTS FROM DECLARATION OF CONDOMINIUM

#### A. DESIGN REVIEW COMMITTEE

Article XVIII, Section 2.

Notwithstanding anything contained within this Declaration to the contrary and subject to the Special Declarant Rights reserved in this Declaration, it shall be prohibited for any Unit Owner to undertake (i) any construction, which term shall include, in addition to the actual erection of a dwelling and its appurtenances, any staking, clearing, excavation, grading or other site work, (ii) any landscaping, plantings, or removal of plants (not including annual or perennial flowers), trees or shrubs, or (iii) any modification, change or alteration of Common Elements, Limited Common Elements or a Unit, whether functional or decorative, unless and until the value, type and size thereof materials to be used in construction, exterior color scheme, exterior lighting plans, specifications and details thereof, and Unit plans, showing the proposed location of the structure, appurtenances and driveways upon the Limited Common Elements and final grades and landscaping plans shall have been approved in writing by the Design Review Committee, the approval of which may be granted or withheld in the sole discretion of the Design Review Committee acting under guidelines adopted by the Executive Board as Rules. Approval will be effective following copies of the plans, specifications and details having been filed permanently with the Design Review Committee and the Unit Owner having complied with the provisions of Article XX in amending this Declaration. Considering that there are and will continue to be innovations in building materials, upon application, the Design Review Committee may approve other materials coming on the market which, in its sole discretion, provide similar high quality aesthetic appeal and long-term value both in utility and appearance. Unless other guidelines are promulgated by the Design Review Committee, plans submitted to the Design Review Committee shall have a scale of not less than 1 inch for every 30 feet and elevations shall be on a scale of not less than 1/4 inch for each foot. Floor plans and architectural plans shall have a scale of not less than ¼ inch for each foot and all such plans shall be certified by an architect or engineer licensed by the State of Connecticut. The Unit Owner submitting such plans for review by the Design Review Committee shall pay all costs incurred by the Design Review Committee in having such plans reviewed by an architect or engineer licensed in the State of Connecticut on behalf of the Design Review Committee. "Improvements" as used herein is intended to mean the Improvements of every kind and character which shall be placed upon the Limited Common Elements subject to the erection of antennas as described below. Plans may be disapproved for any reason including purely aesthetic reasons. This Section shall not create any inference that any type of Improvement shall be allowed; any change to a Unit, Limited Common Element or Common Element shall be allowed solely at the discretion of the Design Review Committee, acting under guidelines adopted by the Executive Board or by the Executive Board.

- a. Except for original construction, no fence or wall of any kind shall be erected, placed or maintained or permitted to remain upon any Limited Common Elements, unless and until the written consent of the Design Review Committee has been obtained.
- b. Trees may be removed from Limited Common Elements or Common Elements where reasonably necessary for the construction of driveways, paths, utility lines and structures, but in order to preserve the scenic beauty of the Condominium except for such designated purposes, no tree larger than eight (8) inches in diameter (measured two feet above the ground) or more than twenty (20) feet in height shall be removed from such land or destroyed without the written approval of the Design Review Committee, said permission not being required for removal of dead trees or deadfalls.

- c. No lawn ornaments and no tent trailer, or temporary structure, of any kind, may be erected or placed on or moved to any Limited Common Element without written approval of the Design Review Committee, except a contractor's trailer, which is to be used only during construction of the permanent Improvements upon the Limited Common Elements and at the times approved by the Design Review Committee. Such contractor's trailer shall be removed upon the completion of such permanent Improvements. If such Improvements are not completed during the time period originally approved by the Design Review Committee, the contractor shall obtain an extension of time from the Design Review Committee or remove its trailer or other equipment from the Limited Common Elements.
- d. No sign, billboard or advertisement shall be displayed or placed upon the Limited Common Elements except as approved by the Design Review Committee. Any signage so permitted and used shall be in strict conformance to standards promulgated from time to time by the Design Review Committee.
- e. No exterior lighting, emanating from a Unit, shall be directed outside the boundaries of its appurtenant Limited Common Elements without the prior written approval of the Design Review Committee.
- f. Exterior antenna, for the reception of electronic communication broadcast waves may be erected on Limited Common Elements, no larger or greater than the maximum extent specifically permitted by the current, effective regulations of the Federal Communications Commission. No exterior antenna may be so erected until thirty days (or the maximum lesser time as deemed to be reasonable by the Federal Communications Commission,) after plans for such installation have been submitted to the Design Review Committee. All exterior antennas and appurtenant cables or fixtures shall be located in the portion of Limited Common Elements so as to provide reasonable reception of the telecommunications signal and so as to be visible by the fewest persons perambulating the Common Elements. To the extent possible they shall be additionally visually screened so as to be not visible from the Common Elements at eye level on the ground. The notice shall describe the antenna and appurtenant cables and fixtures, their design, exact location, screening and color, and the method of affixation and connection to and through the structure of the building. The Design Review Committee shall promptly review the notice and if the installation exceeds any of the limits provided for by the current Federal Communications Commission Regulations requiring the permission of such antenna, or the installation or location would be unsafe or cause undue damage to the building or its use, the installation and the antenna will be prohibited. Installation of the antenna will be undertaken by professional, insured installers, and shall be done in a neat and safe manner and in such a manner as to minimize disruption or damage to the building or Common Elements. At the time of vacating the Unit by the Unit Owners the antenna will be removed. Removal of the antenna will be safely and neatly done by a professional installer in such a manner as to restore the building components penetrated or affected, to their original condition. In the event that the current Federal Communications Commission regulations permit the prohibition of any particular form of antenna, such antenna are hereby prohibited and will be promptly removed. Guidelines for procedures for such notice, and standards based on these restrictions and the current regulations of the Federal Communications Commission may be prepared by the Design Review Committee and adopted as Rules by the Executive Board for administration by the Committee.
- g. The provisions of this Declaration or action of the Design Review Committee shall be in addition to the requirements of any governmental authority and not in lieu thereof. Any application to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Unit Owner only. The cost of such applications or permits shall be borne by the Unit Owner, further, the Unit Owner must submit evidence of all permits and/or approvals granted by any governmental authority, at the time the Unit



Owner submits plans for any improvement to the Design Review Committee. All liability to any contractor, sub-contractor or materialman on account of such addition, alteration or Improvement or to any person having any claim for injury to person or damage to property arising therefrom shall belong to the Unit Owner.

h. All additions, alterations and Improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Design Review Committee or the Executive Board, cause any increase in the premium of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change, except in the case when such additional cost is borne by the Unit Owner.

i. A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do by the Design Review Committee. The Executive Board shall provide for Notice and Hearing within one hundred twenty (120) days after the request is officially received by the Executive Board and shall have the right to extend the time for such hearing for an additional sixty (60) days. Failure to do so within such time shall constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

The provisions of this Section 2 of Article XVIII shall not apply to the Declarant in the exercise of any Special Declarant Rights.

## **B. DESCRIPTION OF LIMITED COMMON ELEMENT**

### **Article XI, Section 1**

The following portions of the Common Element and Limited Common Elements assigned to Units as described below.

a. If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Elements, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is part of the Common Elements.

b. Any shutters, awnings, window boxes, doorsteps, stoops, decks, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries; and

c. (i) Shutters, awnings, window boxes, doorsteps, stoops, decks, porches, balconies patios and all exterior doors and windows and cultivated garden areas, but no other form of limited common element improvement may be located within that area of land to the rear of a Unit, measured by extending the outermost side boundary wall lines of the Unit, which intersect the rear boundary wall of the Unit, parallel to each other for a distance of twenty (20) feet. The terminal point of each extended side wall boundary line shall be connected by a straight line, and the area contained therein shall be the Limited Common Element area for such Unit (See (a) in diagram below). The Limited Common Element area shall be twelve (12) feet high above ground level and twelve feet above the floor of any deck constructed above that area for a two story unit

(ii) In addition, if the Unit is a corner Unit, an area of land to the side of the Unit measured by extending the line of the outermost boundary walls of the Unit, which intersect the side boundary wall of the Unit, parallel to each other for a distance of twenty (20) feet. The terminal point of each extended boundary wall line shall be connected by a straight line, and the area contained therein shall be the Limited Common Element area (See (b) on diagram below). In addition, the area formed by connecting the terminal point of a side Limited Common Element boundary line with the terminal point of a side Limited Common Element area boundary line shall also be a Limited Common Element for such Unit. (See (c) diagram below). This Limited Common Element area shall be twelve (12) feet

high above ground level and twelve feet above the floor of any deck constructed above that arm for a two story unit.

(iii) Notwithstanding the foregoing and except as otherwise provide in this declaration:

(1) No Limited Common Element area boundary line, as described in Subsection (c) above, shall be closer than three (3) feet from the edge of any pavement of any roadway or parking area; and

(2) No Limited Common Element area boundary line, as described in Subsection (c) above shall extend beyond any existing wall, fence or other boundary marker, even though such Limited Common Element area boundary line may not have been extended by twenty (20) feet; and

(3) If the distance between any two Units prohibits the Limited Common Element area boundary line of each Unit from being extended to twenty (20) feet, then each Unit's Limited Common Element boundary lines shall be extended by one-half the distance between said Units.

(4) With respect to any buildings which contain Units on a second floor, Subsection (c) does not apply. All existing decks, patios, balconies or exit ways included in the original Plans for such Units shall remain Limited Common Elements, but all areas beyond the existing Unit shall constitute Common Elements.

(5) This area is not a Limited Common Element but is an area within which the above described Limited Common Elements, defined by the outer limits of surfaces of their improvements, may be located.

d. Stoops and steps at the entrance to each building which provide access to fewer than all Units, and the use of which is limited to the Units to which they provide access.

e. Carports, garages and sheds which are used to hold garbage, the use of which is limited to the Units to which they are attached and/or assigned as shown on Exhibit C attached hereto. He [sic] boundaries shall be limited to the building surfaces of the improvements.

f. Attic space above each Unit. the use of which is limited to the Unit beneath it.

g. Stairways, the use of which is limited to certain Units as shown on the applicable Plans.

h. Storage and utility areas and crawl spaces, the use of which is limited to the Unit or Units as shown on the Plan.

i. Any space heating, water heating and air conditioning apparatus, and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

j. With respect to Area 17, the following are also Limited Common Elements appurtenant to the Units stated:

(i) Any doorstep, stoops, steps, porches, terraces, balconies, patios or other fixtures designated to serve a single Unit, but located outside the Unit's boundaries and not defined to constitute part of a Unit in this Declaration, are Limited Common Elements allocated exclusively to that Unit.

(ii) Any driveways in front of contiguous to and providing access to a single Unit are Limited Common Elements allocated exclusively to that Unit.

(iii) Parking spaces as shown on the Survey for Area 17 which are assigned to a particular Unit Owner.

(iv) Those portions of the Common Elements shown as parking spaces on the Survey for Area 17 which have been subsequently designated as Limited Common Elements by the Declarant in the exercise of Development Rights as appurtenant to particular Unit Owners

k. Nineteen (19) parking spaces located within the geographic area of Area 12 and adjacent to the Golf Facility parking lot, the use of which is limited to the Unit Owners of Units in Area 12 exclusively.

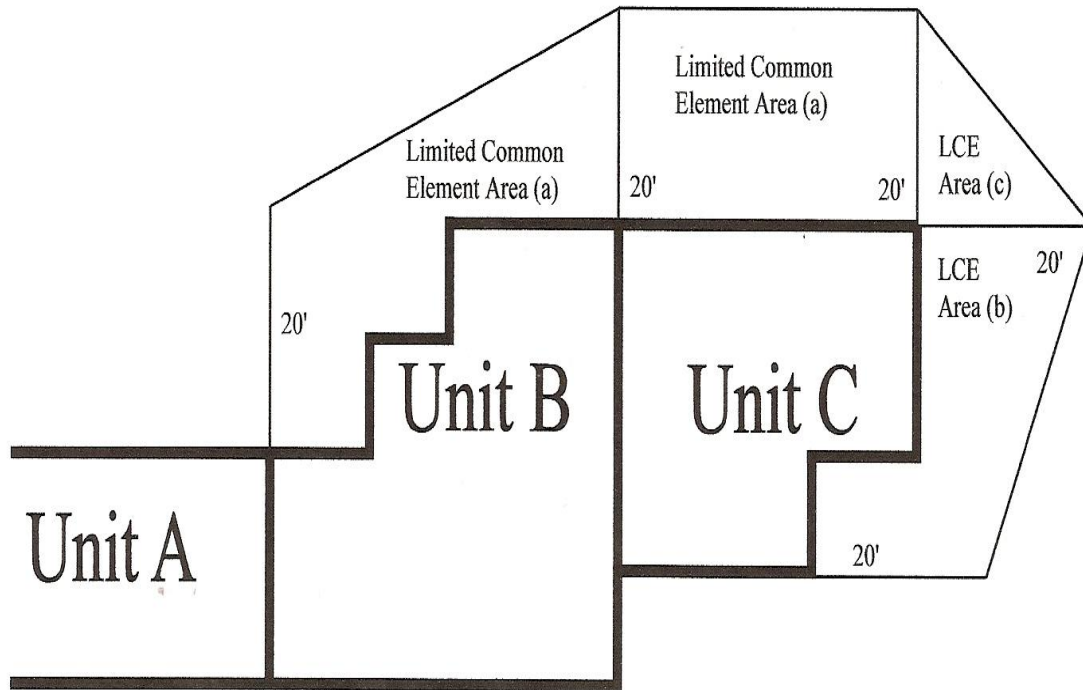
## Section 2. Right of Use of Limited Common Elements.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

No Limited Common Elements may be used for permanent living structures. However, decks and patio Limited Common Elements may be screened for seasonal enjoyment pursuant to approval by the Design Review Committee.

Yard arms, mailboxes, storage areas and walkways to each Unit are Limited Common Elements. Maintenance and upkeep thereof shall be in accordance with the provisions of the Declaration. Their use is restricted to the particular Unit or Units to which they are immediately adjacent and from which they are reached directly by a door or are assigned to any Unit as a Limited Common Element with a right to use reserved to the particular Unit. No other real property may be allocated subsequently as Limited Common Elements, except as provided in the Declaration or the Bylaws.

### Illustration of Limited Common Element Areas



## APPENDIX B

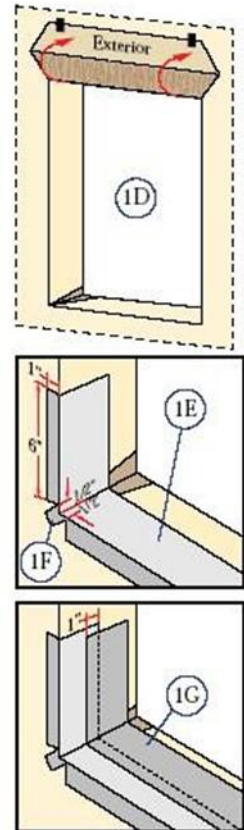
### WINDOW INSTALLATION INSTRUCTIONS

CAUTION: Lead-based paint may be present in older homes, and the removal of windows may cause this paint to be disturbed. In order to minimize exposure to lead-based paint dust, please consult [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

Care must be taken to properly recycle or dispose of old materials. Any recyclable materials should be separated from non-recyclable or hazardous materials. Please consult with local or state authorities regarding proper disposal of non-recyclable or hazardous materials.

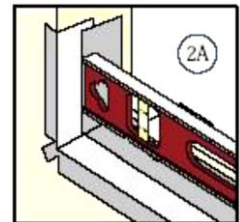
#### Rough Opening Preparation:

- A. **Fold the water resistive barrier (1D).** Fold side and bottom flaps into the opening and staple to inside wall. Fold top flap up and temporarily fasten with flashing tape.
- B. **Apply sill flashing tape or flex wrap.** Cut a piece of flashing tape flex wrap 12" longer than the opening width. Apply at the bottom of the opening as shown in (1E) so it overhangs 1" to the exterior.
- C. **Note: Flashing tape or flex wrap is cut 12" longer than the width so that it will extend up both ends by 6".**
- D. **Cut a 1" tab at each corner when using tape** (1/2" from each side of corner) (1F). Fold tape to the exterior pressing firmly to adhere the tape to the water resistant barrier.
- E. **Apply the 2nd piece of flashing tape** cutting the flashing tape 12" longer than opening width. Apply at the bottom, overlapping the 1st piece of flashing tape by 1". Do not allow the tape to extend past the interior face of the framing (1G).
- F. **When using flex wrap** remove the first piece of release paper, cover the top of the sill by aligning flex wrap with inside edge of opening. Adhere to rough opening across sill and 6" min up the side jambs.
- G. **Remove second section of release paper.**
- H. **Wrap flex wrap around** exterior side of rough opening and adhere to resistive barrier. Press firmly to ensure full adhesion, secure edge of material with staples or galvanized nails.



#### Setting and Fastening the Unit

- A. **Preparing rough opening for unit.** Level bottom sill of opening to ensure level. (2A) Apply a continuous bead of caulk to the wall or the backside of nail fin across the jambs and head, but leave bottom sill flange **uncaulked**.
- B. **Insert the window from exterior side of the building.** Place the bottom of the unit on the sill plate, then tilt the top into position. Center the window between the sides of the opening to allow clearance for shims. Place shims about 1/2" from each side, and center of unit. Shims are also required at vertical mulls on 2 wide or 3 wide units. Add shims as necessary to ensure that the unit is square and level. Fasten one top corner through nail fin to hold unit while squaring.



## Exterior Seal of Window

A. **Apply flashing tape or straight flashing.** Cut two pieces of flashing tape 4" longer than the frame height of the window. Apply one piece to each side over the nail fin and onto the resistive barrier. The tape should extend 2" above the top of the window and 2" below the bottom of the window. Press the tape down firmly.

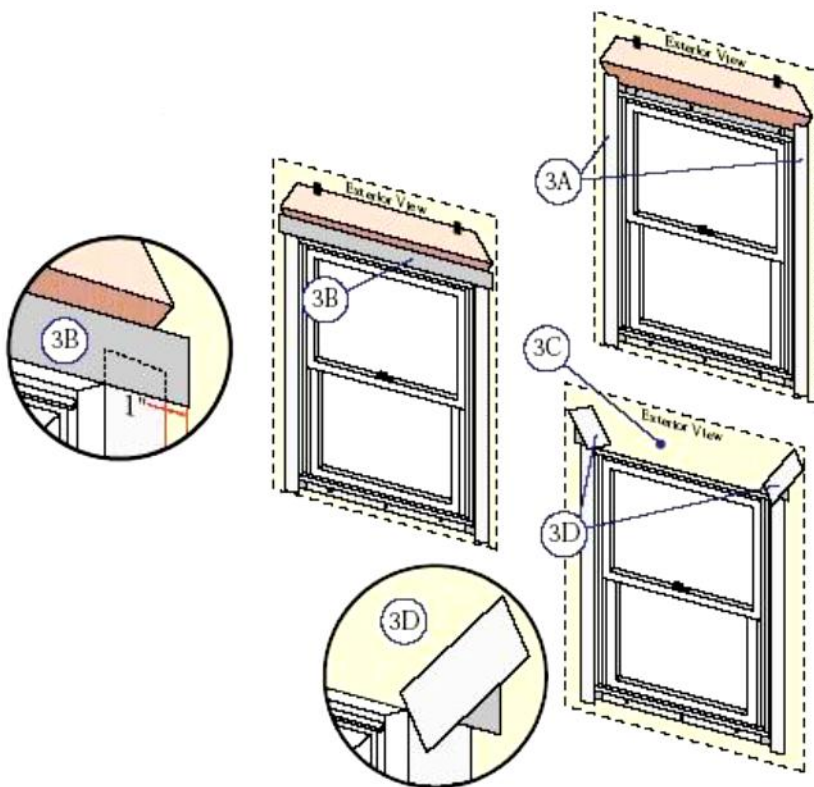
B. **Apply top flashing tape.** Cut a piece of flashing tape long enough to go across the top of the window and extend at least 1" past the side flashing tape on both sides. Apply the tape over the nailing fin as shown.

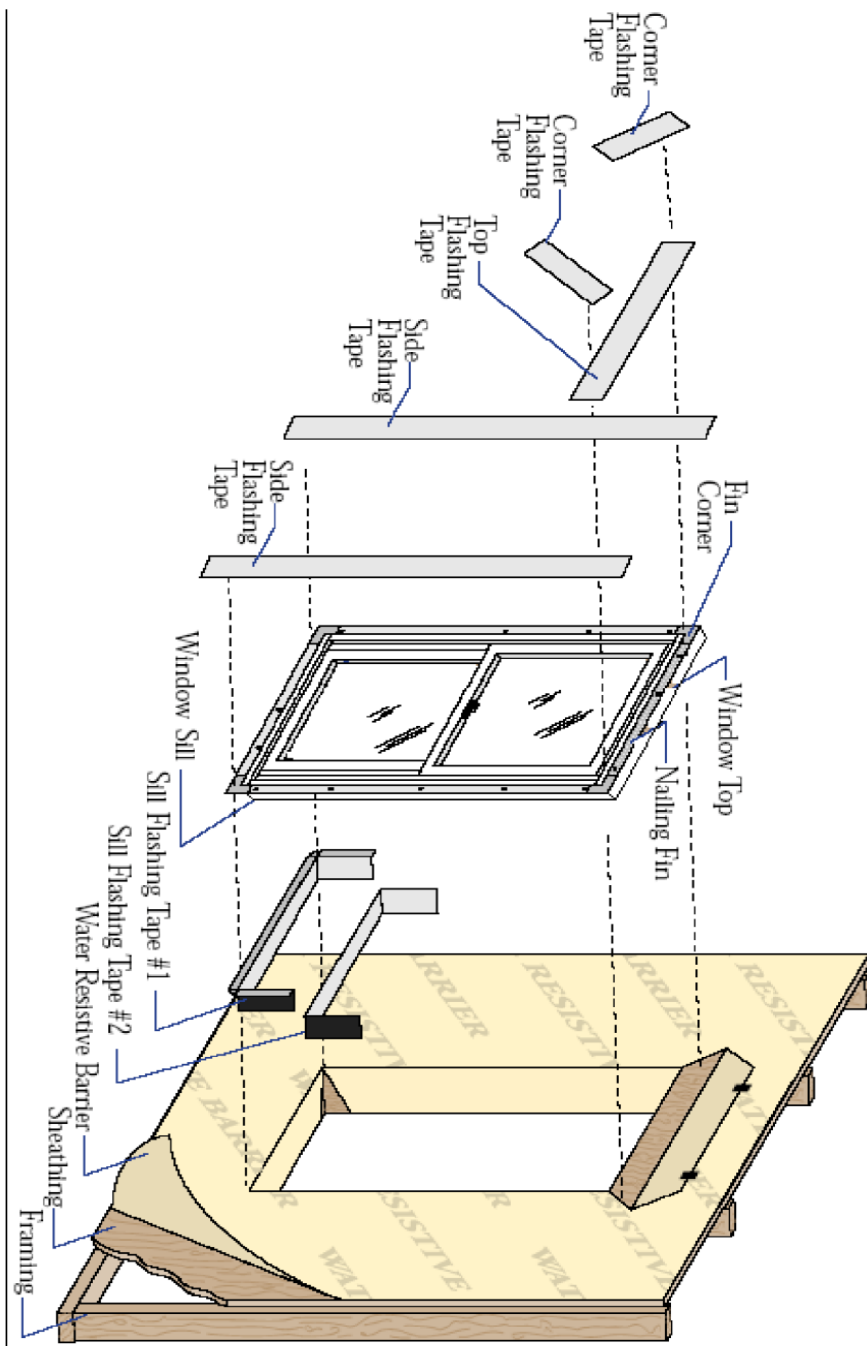
**Note: DO NOT tape or seal the bottom nail fin.**

C. **Fold down the top flap of water resistant barrier (3C).**

D. **Apply flashing tape to diagonal cuts.** Cut pieces of flashing tape at least 1" longer than the diagonal cuts in the water resistant barrier. Apply the tape covering the entire diagonal cut of the water resistive barrier at both upper corners of window.

**Note: Be sure to overlap the top corners (3D)**





Return to:  
Design Review Committee  
C/O FWMA  
P.O. Box 279  
Unionville, CT 06085

**FORM A**

**\$25 fee if proposed work is in excess of \$500.**

**This application will not be reviewed without payment.**

*Application fees are non-refundable.*

**Office Use Only: ↓**

Date: \_\_\_\_\_

Fee Pd. \_\_\_\_\_ Ck. No. \_\_\_\_\_

**FARMINGTON WOODS MASTER ASSOCIATION  
PROPERTY IMPROVEMENT REQUEST**

**This application and supporting documents must be submitted a minimum of ten (10) days prior to a scheduled Design Review Committee ("DRC") meeting with payment as required.**

Date: \_\_\_\_\_

Unit Owner's Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Property to be Improved: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Expected Project Completion Date: \_\_\_\_\_

In accordance with the Declaration of Covenants and Restrictions referred to in the deed covering the property described above, Owner hereby applies for written consent to make the following alterations or changes: (Briefly describe the request. It may be helpful to provide a copy of contractor's proposal or estimate.)

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**Check List:**

Please submit the following applicable information along with this application. **Any missing information is cause for the committee to table your request.**

- \_\_\_\_\_ Scaled architectural plans, drawing or photo markup of improvement as it relates to existing structure
- \_\_\_\_\_ List of materials to be used (may be on the drawing)
- \_\_\_\_\_ Manufacturer's brochure, photo or similar product information
- \_\_\_\_\_ Neighbor Notification (if applicable for exterior modifications)

Based on the approved schematic design documents, Property Improvement Request and any adjustments authorized by the Farmington Woods Master Association in the program, schedule or construction, the Unit Owner shall prepare, for approval by the Design Review Committee or designated Master Association staff documents and/or drawings to fix and describe the size and character of the improvement as to the architectural, structural, mechanical and electrical systems and such other elements as may be appropriate.

If this application is approved, APPROVAL is for the above described work only and is based upon facts as presented. The Unit Owner acknowledges that all approved alterations or changes must be completed within six months of Committee approval unless a specific written exception is requested and received.

The Owner has the sole responsibility for building permits, engineering tests, drainage etc. and/or any other areas requiring professional/technical advice or approval. Further, Owner shall be solely responsible for damages to persons and/or property during the construction or material delivery phase for the above listed request. The design development documents shall comply with all applicable laws, ordinances, codes, orders, rules and regulations.

By appointment with Owner, permission is hereby granted for members of the DRC and Farmington Woods Master Association staff to make reasonable inspection of the property prior to, during and following the proposed improvement.

**WORK MUST NOT COMMENCE WITHOUT WRITTEN APPROVAL FROM THE DESIGN REVIEW COMMITTEE.**

\_\_\_\_\_  
Unit Owner's Signature  
**Contractor is not permitted to sign for owner.**

***\*\*Please submit \$25.00 application fee with this form.  
Checks payable to FWMA. Applications for projects over \$500  
will not be reviewed without payment.***



**FORM B**

**FARMINGTON WOODS MASTER ASSOCIATION  
DESIGN REVIEW NEIGHBOR NOTIFICATION**

RE: Unit Address: \_\_\_\_\_ Unit Owner: \_\_\_\_\_

Proposed Alteration(s): \_\_\_\_\_  
\_\_\_\_\_

**PROPOSED ALTERATION(S) NEIGHBOR NOTIFICATION**

An application has been submitted to the Design Review Committee by the above owner to make the proposed alteration(s) set forth above. Unit owners who seek approval from the Design Review Committee for any change to the exterior of the unit including but not limited to additions, alterations or removal of windows, walls, decks or porches (but excluding screen or storm doors, and flag poles or brackets), are required to provide notice to adjoining Unit owners and Units identified by the Master Association which may have a direct view of, or be affected by the proposed alteration.

Notice must be in writing and hand delivered or mailed at least seven days prior to the meeting at which the application will be considered.

The application and related plans and information are available for inspection at the offices of the Master Association during regular business hours. Comments may be submitted in writing to the Chairperson of the Design Review Committee prior to the meeting or may be submitted orally at the meeting.

Name	Address	Signature of or Date Mailed to Interested Owner

Note: It is recommended that notice being given by certified mail if the Unit Owner is not contacted in person.

Meeting scheduled for \_\_\_\_\_, 4:00 p.m., virtually via Zoom

## FORM C

### AGREEMENT REGARDING ADDITION OR IMPROVEMENT

THIS AGREEMENT by and between FARMINGTON WOODS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Master Association" ) and \_\_\_\_\_ (hereinafter referred to as the "Unit Owner")

#### WITNESSETH:

WHEREAS, the Master Association has been established as the managing agent for condominiums now existing or hereafter created within the condominium complex known as Farmington Woods ("Farmington Woods Condominium") in the towns of Farmington and Avon, Connecticut to achieve integration of the operation and administration at Farmington Woods; and

WHEREAS, the Unit Owner is the owner of a certain condominium unit (the "Unit") located in Farmington Woods Condominium at \_\_\_\_\_, \_\_\_\_\_, Connecticut; and

WHEREAS, pursuant to that certain Agreement of Merger and Amended and Restated Declaration of Condominium by Farmington Woods Master Association, Inc. Westridge at Farmington Woods Condominium Association, Inc. and FW/AB Associates, L.L.C. adopted on April 24, 1997, and recorded May 30, 1997 in Volume 332 at Page 758 of the Avon Land Records and in Volume 539 at page 597 of the Farmington Land Records, and related documents, the power to control use of the common areas and facilities of the Farmington Woods Condominium has been delegated to the Master Association; and

WHEREAS, Unit Owner desires the approval of the Master Association to construct the following addition or improvement to the above-described Unit upon the common areas and facilities of Farmington Woods Condominium (hereinafter referred to as the "Addition"): \_\_\_\_\_; and

WHEREAS, the Master Association is willing to permit the construction of the Addition subject to certain terms and conditions.

NOW THEREFORE, the parties hereto agree as follows:

1. The total cost of the construction of the Addition shall be borne completely by the Unit Owner.
2. The Addition shall be constructed strictly in conformity with the plans and specifications submitted to and approved by the Master Association and the style and quality of all materials shall be equal to or better than, and in complete architectural conformity with the original Unit.
3. Upon completion of the construction of the Addition, the Unit Owner agrees at their own expense, to return all of the common areas and facilities that may be disturbed to the same condition they were in prior to the commencement of construction, including, without limitation, the replacement of any trees or shrubs that may have been damaged.
4. Upon substantial completion of the Addition, the Unit Owner agrees to be obligated to pay the Master Association, an additional sum of money each month derived from the following formula:  
Square footage of Addition times Going rate of additions fee depending upon type of addition as established by the Board of Directors of the Master Association and pursuant to the current year general operating budget equals the additional amount to be paid monthly to the Master Association.
5. Any and all taxes assessed by any governmental body for any purposes whatsoever arising out of the construction of the Addition shall be paid by the Unit Owner.
6. The construction and use of the Addition shall be subject to all the restrictions, rules, covenants and agreements contained in the declaration, bylaws, and rules and regulations of the Farmington Woods Condominium which pertain to the use of a Unit within the condominium.
7. The Master Association shall maintain the Addition following completion in the same manner as if the Addition had been part of the Unit when the Unit was originally constructed excluding windows, screens, glass, sliding doors, plexi-glass, skylights, doors, hardware, tracks, lights, switches and any other improvements beyond the structural elements of the Addition.
8. The Unit Owner does hereby indemnify and hold the Master Association harmless from any and all claims, demands, costs or obligations which may arise in connection with the installation of the Addition.
9. In the event that the Addition is not complete within 180 days of the date of this Agreement, the Master Association shall have the right to either: (a) complete the Addition or (b) remove the incomplete Addition from the common areas and facilities and return the affected area to the same condition they were in prior to the commencement of construction. In either event, the Unit Owner shall reimburse the Master Association for all costs incurred by it in so doing.
10. In the event that the Addition is constructed and any of the provisions of this Agreement are not complied with by the Unit Owner,

the Unit Owner agrees to pay legal fees and court costs incurred by the Master Association in connection with its enforcement of the Agreement.

11. This Agreement may only be modified in a document executed by both parties and recorded in the Land Records of the Town of \_\_\_\_\_.

12. All of the covenants, conditions, obligations, and agreements contained herein are covenants running with the land and shall attach to and be binding upon the heirs, executors, administration, successors and assigns of each of the parties to this Agreement.

13. The General Manager of the master Association shall be the Master Association's agent in the regulation and control of this project.

14. Unit Owner shall pay the Master Association \$\_\_\_\_\_ to cover the cost of recording this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, Sealed and Delivered  
In the Presence of:

Farmington Woods Master Association, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

Unit Owner(s):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of Connecticut, County of \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ personally appeared before me, who acknowledged (her)himself to be the \_\_\_\_\_ of Farmington Woods Master Association, Inc., a corporation, and that (s)he, as such \_\_\_\_\_ acknowledged the forgoing to be (her)his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Seal)

State of Connecticut, County of \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, personally appear before me \_\_\_\_\_, the signer(s) of the foregoing, who acknowledged the same to be (her)(his)(their) free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Seal)

**FORM D**

**COVENANT RESTRICTION  
(AGREEMENT REGARDING ENCLOSED PORCH OR PATIO)**

Unit Owner(s): \_\_\_\_\_

Unit (Address): \_\_\_\_\_

The Design Review Committee has approved Unit Owner's request to enclose the rear deck or patio of the above Unit. This agreement must be read, understood and signed by the Unit Owner or Owners and returned to the Farmington Woods Master Association Office to be notarized BEFORE WORK CAN BEGIN. Please note a filing fee will be charged.

1. Work may not begin before this agreement has been signed and delivered to the Master Association Office.
2. Construction work and future repairs may not deviate from the plans approved by the Design Review Committee or the Unit Owner will be required to remove the deviation at the cost and expense of the Unit Owner.
3. The outside wall of the original Unit may not be altered or painted except by the Master Association.
4. The enclosed area may not be used as a year round living area.
5. No heating elements or air conditioning units, either portable or permanent may be installed or used at any time.
6. All panels must consist of screen, glass, or plexi-glass.
7. Only code approved electrical weather-proof outlets may be located on any wall.
8. Ceiling light may be installed under the newly constructed roof.
9. The underside of the roof must be left unfinished or covered with exterior grade plywood.
10. The monthly maintenance fee for the Unit will increase to cover cost of maintaining the roof and exterior or the enclosed porch.
11. The Master Association's insurance does not cover the removable glass and screen panels, sliding doors, door, furniture, and/or fixtures. The Unit Owner should provide for this coverage in the Unit Owner's Condominium Policy under the item entitled "Additions and Betterments".
12. Design Review Committee approval is for aesthetic purpose only.
13. Unit Owner shall pay the Master Association \$\_\_\_\_\_ to cover the cost of recording this agreement.

Violation of any of these rules will result in a fine of \$100.00 and if the violation(s) are not corrected within 10 days, a daily fine of \$50.00 per day will be charged against the Unit, payment of which shall be the Unit Owner's responsibility. The Master Association retains the option of entering onto the porch or patio which is a Limited Common Element and correcting the violation(s) with the expense of such work being charged against the account of the Unit Owner. The Unit Owner shall also be responsible for and shall pay the cost of any expense, collection fee, administrative charges and any legal expense involved in the correction of such violation.

This agreement may be filed in the town of record and Unit Owner shall pay the recording fees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, Sealed and Delivered  
In the Presence of:

Farmington Woods Master Association, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

Unit Owner(s):

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

State of Connecticut, County of \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ personally appeared before me, who acknowledged (her)himself to be the \_\_\_\_\_ of Farmington Woods Master Association, Inc., a corporation, and that (s)he, as such \_\_\_\_\_ acknowledged the forgoing to be (her)his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Seal)

State of Connecticut, County of \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, personally appear before me \_\_\_\_\_, the signer(s) of the foregoing, who acknowledged the same to be (her)(his)(their) free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Seal)

**FORM E**  
**AGREEMENT FOR THE INSTALLATION OF ELECTRIC CAR CHARGING EQUIPMENT  
(ATTACHED GARAGE/ELECTRICAL SERVICE CURRENTLY METERED TO THE UNIT)**

THIS AGREEMENT, is made by and between Farmington Woods Master Association, Inc. ("Master Association"), and \_\_\_\_\_ ("Unit Owner") for the installation of an electric car charging equipment at Farmington Woods.

**I. Statement of Facts:**

A. The Master Association is the association of unit owners for Farmington Woods, a condominium ("Common Interest Community") located in Avon and Farmington, Connecticut.

B. The Unit Owner is the owner of Unit \_\_\_\_\_ ("Unit") located in the town of \_\_\_\_\_, Connecticut, in the Common Interest Community, which includes an attached garage ("Garage").

C. Unit Owner wishes to install the wiring and equipment necessary to recharge the battery of an electric or hybrid automobile while it is parked in its Garage ("Car Charging Equipment").

D. The unit Owner also wants to arrange for the provision of electricity to the Car Charging Equipment to the electrical service that is currently metered to the Unit.

E. The Master Association wishes to permit the unit owner to install the Car Charging Equipment and to obtain electrical service, provided that all of the costs of installing, maintaining, and operating the Car Charging Equipment and any costs for electricity used by the Car Charging Equipment are paid for by the unit owner.

**II. Statement of Authority.**

A. The Declaration, Article XVIII, Section 2, requires Unit Owner to obtain permission from the Master Association Design Review Committee ("DRC") to undertake "any modification, change or alteration of Common Elements, Limited Common Elements or a Unit, unless and until ... approved in writing by the DRC..."

B. The Declaration, Article XVIII, Section 2 further provides the "approval of which may be granted or withheld in the sole discretion of the DRC acting under guidelines adopted by the Executive Board as Rules."

C. The Design Review Handbook, Section III.3 requires approval by the DRC of any alterations which require a permit from the town building official, which includes electrical wiring. See also the Design Review Handbook, Section IV.6.

D. Effective October 1, 2022, pursuant to C.G.S. 4a-67d, the Unit Owner must request permission from the executive board to install Car Charging Equipment. The Master Association may require certain conditions for the installation of the Car Charging Equipment, as set forth below.

**III. AGREEMENT**

NOW THEREFORE, it is agreed as follows:

1. The Unit Owner may install and maintain the Car Charging Equipment described on Exhibit A at the Unit Owner's sole cost and expense and as set forth below. Installation of the Car Charging Equipment will follow the Plans and Specifications, attached hereto at Exhibit A, after they have been reviewed and approved by the DRC.

The Unit Owner will pay all costs related to or arising out of the Work, and the installation and maintenance of the Car Charging Equipment, including, but not limited to the cost of obtaining any required permits or licenses.

**2. Installation and Maintenance of the Car Charging Equipment by the Unit Owner.**

The Unit Owner will cause the Car Charging Equipment to be installed in compliance with all applicable laws, ordinances and regulations as well as the Declaration and the Bylaws and Rules of the Master Association. The installation will be done in accordance with the Master Association's maintenance standards and in a workmanlike manner and will not damage any of the Common Elements. The Car Charging Equipment will be installed by a licensed contractor with proper permits. The unit owner must provide a certificate of insurance

for the contractor within 14 days of approval by the Design Review Committee. Once the Car Charging Equipment is installed, the Unit Owner will maintain the Car Charging Equipment in good repair and attractive appearance, including, but not limited to, the repair or replacement of any portions of the Car Charging Equipment that need repair or replacement and the repair or replacement of any portions of the Common Elements altered or damaged by the installation or continued maintenance of the Car Charging Equipment.

3. Maintenance, Repair and Replacement of the Car Charging Equipment by the Master Association.

If the Car Charging Equipment fails or falls into disrepair and the Unit Owner fails to take proper action to address these issues in a proper manner, the Master Association may take necessary action to maintain or repair the Car Charging Equipment. If the Master Association does provide such maintenance, the cost of such maintenance will be assessed against the Unit Owner and the Unit as a service provided to an individual Unit at the request of its Owner under the provisions of Article VI, Section 5(b) of the Declaration.

4. Removal of the Car Charging Equipment.

If, at any time, the Unit Owner removes the Car Charging Equipment or is required to remove the Car Charging Equipment under the terms of this Agreement or by operation of applicable law, the Unit Owner will restore the Unit and/or Common Elements to the condition they were in prior to the installation of the Car Charging Equipment to ensure the Car Charging Equipment is safely discontinued or disconnected.

5. Completion of Work.

The Unit Owner will cause all work required by this Agreement ("Work") to be completed as required, or cause it to be done, at the Unit Owner's sole cost and expense. If the Unit Owner fails to do so, or begins installing the Car Charging Equipment and fails to complete the Work, the Master Association may give the Unit Owner notice of any deficiency. If the Unit Owner fails to correct the deficiency within 30 days of the notice, then the Master Association, after giving the Unit Owner notice and an opportunity to be heard under Article XXX, Section 1 of the Declaration, can complete the Work and assess the cost of the completion against the Unit Owner and the Unit as a service provided to an individual Unit at the request of its Owner under the provisions of Article VI, Section 5(b) of the Declaration. The Master Association may also remove the Work completed and restore the Unit and/or Common Elements at the expense of the Unit Owner.

6. Inspection of Work.

The Master Association may designate the appropriate professional or tradesman ("Contractor"), who shall, at the Unit Owner's expense, review plans and specifications for the Car Charging Equipment and, from time to time, observe the Work to ensure that the Work is in conformity with the requirements of this Agreement. The Unit Owner shall provide access to the Work, including to the Unit if applicable, from time to time, to permit the Master Association's Contractor, or any other person designated by the Master Association, to observe and inspect the Work. The Unit Owner agrees to make all corrections specified by the Master Association as a result of such inspections, provided such corrections are necessary to bring the Work into conformity with the requirements of this Agreement.

7. Submission of Contracts.

Upon the request of the Master Association or its Contractor, the Unit Owner agrees to provide the Master Association with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.

8. Insurance.

(1) The Unit Owner shall procure from all contractors or subcontractors, within 14 days of approval by the Design Review Committee, certificates of :

- a. insurance policies providing liability insurance in an amount not less than \$1,000,000.00 single combined limit and naming the Master Association, the Master Association's Contractor, the Master Association's manager and the Unit Owner as parties insured; and
- b. workers compensation insurance as required by the State of Connecticut. Such policies shall provide that they may not be terminated until at least 10 days after written notice to the Master Association. All such policies shall be with companies that are reasonably acceptable to the Master Association and the certificates shall be delivered to the Master Association before the Work commences.

(2) Unit Owner shall be responsible for and shall reimburse the Master Association for any increase in the Master Association's insurance premiums due to the addition or installation of the Car Charging Equipment.

9. The Unit Owner's Responsibility for Damage.

The Unit Owner will promptly repair or pay for any damage to the Common Elements, to other units, or to personal property of the Master Association or others caused by the Work. If the damage is covered by an insurance policy carried by the Unit Owner or a contractor or subcontractor of the Unit Owner, the Unit Owner will cause a claim for the damage to be submitted promptly to the appropriate insurance carrier.

10. Indemnification By the Unit Owner.

The Unit Owner will indemnify and hold harmless the Master Association, the Master Association's Contractor, its board of directors, its manager and staff, and all unit owners and residents against any damages suffered to persons or property as a result of the Work and/or the Car Charging Equipment, whether or not caused by negligence, and for any and all liabilities arising therefrom or incurred in connection therewith. The Unit Owner shall reimburse the Master Association, the Master Association's Contractor, its board of directors, its manager, and all unit owners and residents for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorneys' fees, costs and disbursements) incurred as a result of the Work and/or the Car Charging Equipment.

11. Work Hours and Noise.

The Work shall not be performed, except between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays.

12. Use of Common Elements During Construction.

The Unit Owner and the Unit Owner's contractors and subcontractors will take all precautions necessary to prevent injury to the Common Elements and other units during the progress of the Work. The Unit Owner will not use or allow the Common Elements to be used for the storage of building materials or debris at any time except as set out in Exhibit A. All precautions will be taken by the Unit Owner, its contractors and subcontractors, to prevent dirt and dust from entering other parts of the Common Interest Community during the progress of the Work.

13. Repair or Removal of the Car Charging Equipment by the Master Association.

If the Unit Owner does not maintain or repair the Car Charging Equipment as required by this Agreement, the Master Association, after giving the Unit Owner notice and an opportunity to be heard under Article XXX, Section 1 of the Declaration, may do either of the following:

- a. Carry out the maintenance or repair that the Unit Owner did not do; or
- b. Remove the Car Charging Equipment and restore the Unit and/or Common Elements as set out in Paragraph 5 above.

Any cost incurred by the Master Association under this paragraph may be assessed against the Unit Owner and the Unit as a service provided to an individual Unit at the request of its Owner under Article VI, Section 5(b) of the Declaration.

14. The Cost of Electricity.

- a. The Unit Owner will arrange to provide electricity to the Car Charging Equipment and pay for all electricity used by the Car Charging Equipment. If the electricity cannot be metered through the electricity provided to the unit, the Unit Owner shall pay to install a submeter to be monitored by the Master Association and the cost of the electricity will be charged back to the Unit Owner. The Unit Owner will be billed on a periodic basis with a cost to the Master Association, of this electricity plus a reasonable charge for the cost of reading the submeter, calculating the electrical charges, and preparing the bill.
- b. In the event the Unit Owner fails to pay for the electricity consumed by the Car Charging Equipment and billed by the Master Association, the Master Association reserves the right to turn off the electricity to the Car Charging Equipment.
- c. If at any time, the Master Association must modify the metering of the Car Charging Equipment or the electrical supply available to the Car Charging Equipment to accommodate more than one unit owner wishing to install similar car charging electrical services, the cost of that part of the electrical upgrades or modifications that benefits all the car charging systems shall be allocated equally to each car charging system. Any cost attributable to this Car Charging Equipment will be allocated solely to the Unit Owner.



15. Failure To Install the Car Charging Equipment; Removal of The Car Charging Equipment.

If the Unit Owner has not installed the Car Charging Equipment within six months from the date of this Agreement or if the Unit Owner removes the Car Charging Equipment and does not replace it within six months from the date on which it was removed, then the approval set out in this Agreement shall terminate.

16. Notices.

Any notice given under this Agreement shall be given by certified mail, return receipt requested. Notice to the Master Association shall be sent to the Master Association's office. Notice to the Unit Owner shall be given to the Unit Owner at the Unit or at such other address as shall be furnished by the Unit Owner to the Master Association as shall appear on the records of the Master Association.

17. Recording This Agreement

The Master Association shall record a copy of this Agreement on the Avon or Farmington Land Records and it shall run with the title to the Unit and shall be binding on the parties, their heirs, representatives, successors and assigns. Unit Owner shall pay the Master Association \$\_\_\_\_\_ to cover the cost of recording this agreement.

18. Master Association Costs.

Unit owner shall pay any expenses incurred by the Master Association as a result of the installation of the Car Charging Equipment, including but not limited to, increased insurance premiums, professional fees, attorney's fees, architectural or consulting fees and recording fees.

19. Disclosure to Prospective Buyers. The Unit Owner shall disclose to all prospective buyers (i) regarding the existence of the Car Charging Equipment and this Agreement; (ii) the associated responsibilities of the Unit Owner, and (iii) that the purchaser accepts the Car Charging Equipment and the terms of this Agreement, unless it is removed prior to the transfer of the unit. If prospective buyers do not wish to be bound by this Agreement, the Unit Owner must remove the Car Charging Equipment and restore the Unit and/or Common Elements at Unit Owner's sole cost and expense.

20. Termination On Unenforceability.

If a court or arbitrator of competent jurisdiction determines that any or all of the conditions and obligations imposed on the Unit Owner by this Agreement cannot be enforced, then the Master Association, after giving the Unit Owner notice and an opportunity to be heard under the Declaration, Article XXX, Section 1, may terminate the approval given under this Agreement and require the Unit Owner to remove the Car Charging Equipment.

21. Non-Waiver

No waiver of or failure by the Master Association to enforce any of the provisions, terms, conditions, or obligations in this Agreement or the Master Association declaration, bylaws, rules or maintenance standards, will be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature.



**EXHIBIT A**

**Plans, Specifications and Additional Information Concerning the Car Charging Equipment.**

**FORM F**

**FARMINGTON WOODS MASTER ASSOCIATION, INC.**  
**AGREEMENT FOR THE INSTALLATION OF ELECTRIC CAR CHARGING EQUIPMENT**  
**LIMITED COMMON/COMMON ELEMENT PARKING SPACE/DETACHED GARAGE**

THIS AGREEMENT, is made by and between Farmington Woods Master Association, Inc. ("Master Association"), and \_\_\_\_\_ ("Unit Owner") for the installation of an electric car charging equipment at Farmington Woods.

**I. Statement of Facts:**

A. The Master Association is the association of unit owners for Farmington Woods, a condominium ("Common Interest Community") located in Avon and Farmington, Connecticut.

**FOR INSTALLATION OF CAR CHARGING EQUIPMENT ON LIMITED COMMON ELEMENT PARKING SPACE**

B. The Unit Owner is the owner of Unit \_\_\_\_\_ ("Unit") in the Common Interest Community together with limited common element parking space \_\_\_\_\_ ("Parking Space").

C. Unit Owner wishes to install the wiring and equipment necessary to recharge the battery of an electric or hybrid automobile while it is parked in its Parking Space ("Car Charging Equipment").

**FOR INSTALLATION OF CAR CHARGING EQUIPMENT ON COMMON ELEMENT PARKING SPACE**

B. The Unit Owner is the owner of Unit \_\_\_\_\_ ("Unit") in the Common Interest Community.

C. Unit Owner wishes to install the wiring and equipment necessary to recharge the battery of an electric or hybrid automobile ("Car Charging Equipment") while it is parked on the common elements in a parking space located at \_\_\_\_\_ ("Parking Space").

D. The Unit Owner also wants to arrange for the provision of electricity to the Car Charging Equipment installed in the Parking Space.

E. The Master Association wishes to permit the Unit Owner to install the Car Charging Equipment and to obtain electrical service, provided that all of the costs of installing, maintaining, and operating the Car Charging Equipment and any costs for electricity used by the Car Charging Equipment are paid for by the unit owner.

**II. Statement of Authority.**

A. The Declaration, Article XVIII, Section 2, requires Unit Owner to obtain permission from the Master Association Design Review Committee ("DRC") to undertake "any modification, change or alteration of Common Elements, Limited Common Elements or a Unit, unless and until ... approved in writing by the DRC..."

B. The Declaration, Article XVIII, Section 2 further provides the "approval of which may be granted or withheld in the sole discretion of the DRC acting under guidelines adopted by the Executive Board as Rules."

C. The Design Review Handbook, Section III.3 requires approval by the DRC of any alterations which require a permit from the town building official, which includes electrical wiring. See also the Design Review Handbook, Section IV.6.

D. Effective October 1, 2022, pursuant to C.G.S. 4a-67d, the Unit Owner must request permission from the executive board to install Car Charging Equipment. The Master Association may require certain conditions to the installation of the Car Charging Equipment, as set forth below.

**III. AGREEMENT**

NOW THEREFORE, it is agreed as follows:

1. The Unit Owner may install and maintain the Car Charging Equipment described on exhibit A at the Unit Owner's sole cost and expense and as set forth below. Installation of the Car Charging Equipment will follow the Plans and Specifications, attached hereto at Exhibit A, which have been reviewed and approved by the DRC.

The Unit Owner will pay all costs related to or arising out of the Work, and the installation and maintenance of the Car Charging Equipment, including, but not limited to the cost of obtaining any required permits or licenses.

**2. Installation and Maintenance of Car Charging Equipment by the Unit Owner.**

The Unit Owner will cause the Car Charging Equipment to be installed in compliance with all applicable laws, ordinances and regulations as well as the Declaration and the Bylaws and Rules of the Master Association. The installation will be done in accordance with the Master Association's maintenance standards and in a workmanlike manner and will not damage any of the Common Elements. The Car Charging Equipment will be installed by a licensed contractor with proper permits. The unit owner must provide a certificate of insurance for the contractor within 14 days of approval by the Design Review Committee. Once the Car Charging Equipment is installed, the

Unit Owner will maintain the Car Charging Equipment in good repair and attractive appearance, including, but not limited to, the repair or replacement of any portions of the Car Charging Equipment that need repair or replacement and the repair or replacement of any portions of the Common Elements altered or damaged by the installation or continued maintenance of the Car Charging Equipment.

**3. Maintenance, Repair and Replacement of the Car Charging Equipment by the Master Association.**

If the Car Charging Equipment fails or falls into disrepair and the Unit Owner fails to take proper action to address these issues in a proper manner, the Master Association may take necessary action to maintain or repair the Car Charging Equipment. If the Master Association does provide such maintenance, the cost of such maintenance will be assessed against the Unit Owner and the Unit as a service provided to an individual Unit at the request of its Owner under the provisions of Article VI, Section 5(b) of the Declaration.

**4. Removal of the Car Charging Equipment.**

If, at any time, the Unit Owner removes the Car Charging Equipment or is required to remove the Car Charging Equipment under the terms of this Agreement or by operation of applicable law, the Unit Owner will restore the Common Elements to the condition they were in prior to the installation of the Car Charging Equipment and compatible with the appearance of the surrounding common elements.

**5. Completion of Work.**

The Unit Owner will cause all work required by this Agreement (“Work”) to be completed as required, or cause it to be done, at the Unit Owner’s sole cost and expense. If the Unit Owner fails to do so, or begins installing the Car Charging Equipment and fails to complete the Work, the Master Association may give the Unit Owner notice of any deficiency. If the Unit Owner fails to correct the deficiency within 30 days of the notice, then the Master Association, after giving the Unit Owner notice and an opportunity to be heard under Article XXX, Section 1 of the Declaration, can complete the Work and assess the cost of the completion against the Unit Owner and the Unit as a service provided to an individual Unit at the request of its Owner under the provisions of Article VI, Section 5(b) of the Declaration. The Master Association may also remove the Work completed and restore the Common Elements at the expense of the Unit Owner.

**6. Inspection of Work.**

The Master Association may designate the appropriate professional or tradesman (“Contractor”), who shall, at the Unit Owner’s expense, review plans and specifications for the Car Charging Equipment and, from time to time, observe the Work to ensure that the Work is in conformity with the requirements of this Agreement.

The Unit Owner shall provide access to the Work, including to the Unit if applicable, from time to time, to permit the Master Association’s Contractor, or any other person designated by the Master Association, to observe and inspect the Work. The Unit Owner agrees to make all corrections specified by the Master Association as a result of such inspections, provided such corrections are necessary to bring the Work into conformity with the requirements of this Agreement.

**7. Submission of Contracts.**

Upon the request of the Master Association or its Contractor, the Unit Owner agrees to provide the Master Association with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.

**8. Insurance.**

(1) The Unit Owner shall procure from all contractors or subcontractors, within 14 days of approval by the Design Review Committee, certificates of:

- a. Insurance policies providing liability insurance in an amount not less than \$1,000,000.00 single combined limit and naming the Master Association, the Master Association’s Contractor, the Master Association’s manager and the Unit Owner as parties insured; and
- b. Workers compensation insurance as required by the State of Connecticut.

Such policies shall provide that they may not be terminated until at least 10 days after written notice to the Master Association. All such policies shall be with companies that are reasonably acceptable to the Master Association and the certificates shall be delivered to the Master Association before the Work commences.

(2) Unit Owner shall be responsible for and shall reimburse the Master Association for any increase in the Master Association’s insurance premiums due to the addition or installation of the Car Charging Equipment.

(3) Unit Owner is responsible for any uninsured loss resulting from the Car Charging Equipment including but not limited to the first \$15,000 of damages.

9. The Unit Owner's Responsibility for Damage.

The Unit Owner will promptly repair or pay for any damage to the Common Elements, to other units, or to personal property of the Master Association or others caused by the Work. If the damage is covered by an insurance policy carried by the Unit Owner or a contractor or subcontractor of the Unit Owner, the Unit Owner will cause a claim for the damage to be submitted promptly to the appropriate insurance carrier.

10. Indemnification By the Unit Owner.

The Unit Owner will indemnify and hold harmless the Master Association, the Master Association's Contractor, its board of directors, its manager and staff, and all unit owners and residents against any damages suffered to persons or property as a result of the Work and/or the Car Charging Equipment, whether or not caused by negligence, and for any and all liabilities arising therefrom or incurred in connection therewith. The Unit Owner shall reimburse the Master Association, the Master Association's Contractor, its board of directors, its manager, and all unit owners and residents for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees, costs and disbursements) incurred as a result of the Work and/or the Car Charging Equipment.

11. Work Hours and Noise.

The Work shall not be performed, except between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays.

12. Use of Common Elements During Construction.

The Unit Owner and the Unit Owner's contractors and subcontractors will take all precautions necessary to prevent injury to the Common Elements and other units during the progress of the Work. The Unit Owner will not use or allow the Common Elements to be used for the storage of building materials or debris at any time except as set out in Exhibit A. All precautions will be taken by the Unit Owner, its contractors and subcontractors, to prevent dirt and dust from entering other parts of the Common Interest Community during the progress of the Work.

13. Repair or Removal of the Car Charging Equipment by the Master Association.

If the Unit Owner does not maintain or repair the Car Charging Equipment as required by this Agreement, the Master Association, after giving the Unit Owner notice and an opportunity to be heard under Article XXX, Section 1 of the Declaration, may do either of the following:

- a. Carry out the maintenance or repair that the Unit Owner did not do; or
- b. Remove the Car Charging Equipment and restore the Common Elements as set out in Paragraph 5 above. Any cost incurred by the Master Association under this paragraph may be assessed against the Unit Owner and the Unit as a service provided to an individual Unit at the request of its Owner under Article VI, Section 5(b) of the Declaration.

14. The Cost of Electricity.

- a. The Unit Owner will arrange to provide electricity to the Car Charging Equipment, and pay for all electricity used by the Car Charging Equipment. If the electricity cannot be metered through the electricity provided to the unit, the Unit Owner shall pay to install a submeter to be monitored by the Master Association and the cost of the electricity will be charged back to the Unit Owner. The Unit Owner will be billed on a periodic basis with a cost to the Master Association, of this electricity plus a reasonable charge for the cost of reading the submeter, calculating the electrical charges, and preparing the bill.
- b. In the event the Unit Owner fails to pay for the electricity consumed by the Car Charging Equipment and billed by the Master Association, the Master Association reserves the right to turn off the electricity to the Car Charging Equipment.
- c. If at any time, the Master Association must modify the metering of the Car Charging Equipment or the electrical supply available to the Car Charging Equipment to accommodate more than one unit owner wishing to install similar car charging electrical services, the cost of that part of the electrical upgrades or modifications that benefits all the car charging systems shall be allocated equally to each car charging system. Any cost attributable to this Car Charging Equipment will be allocated solely to the Unit Owner.

15. Failure To Install The Car Charging Equipment; Removal of The Car Charging Equipment.

If the Unit Owner has not installed the Car Charging Equipment within six months from the date of this Agreement or if the Unit Owner removes the Car Charging Equipment and does not replace it within six months from the date on which it was removed, then the approval set out in this Agreement shall terminate.

16. Notices.

Any notice given under this Agreement shall be given by certified mail, return receipt requested. Notice to the Master Association shall be sent to the Master Association's office. Notice to the Unit Owner shall be given to the Unit Owner at the Unit or at such other address as shall be furnished by the Unit Owner to the Master Association as shall appear on the records of the Master Association.

17. Recording This Agreement

The Master Association shall record a copy of this Agreement on the Avon or Farmington Land Records and it shall run with the title to the Unit and shall be binding on the parties, their heirs, representatives, successors and assigns. Unit Owner shall pay the Master Association \$\_\_\_\_\_ to cover the cost of recording this agreement.

18. Master Association Costs.

Unit owner shall pay any expenses incurred by the Master Association as a result of the installation of the Car Charging Equipment, including but not limited to, increase insurance premiums, professional fees, attorney's fees, architectural or consulting fees, recording fees.

19. Disclosure to Prospective Buyers.

The Unit Owner shall disclose to all prospective buyers (i) regarding the existence of the Car Charging Equipment and this Agreement; (ii) the associated responsibilities of the Unit Owner, and (iii) that the purchaser accepts the Car Charging Equipment and the terms of this Agreement, unless it is removed prior to the transfer of the unit. If prospective buyers do not wish to be bound by this Agreement, the Unit Owner must remove the Car Charging Equipment and restore the Common elements at Unit Owner's sole cost and expense.

20. Master Association has no Obligation to Monitor Use of the Car Charging Equipment.

The Master Association has no obligation to monitor or police use of the Car Charging Equipment. In the event an unauthorized user parks in the Parking Space or uses the Car Charging Equipment, the Master Association has no obligation to interject and the Unit Owner remains liable for the cost of the electricity used.

21. Termination On Unenforceability.

If a court or arbitrator of competent jurisdiction determines that any or all of the conditions and obligations imposed on the Unit Owner by this Agreement cannot be enforced, then the Master Association, after giving the Unit Owner notice and an opportunity to be heard under the Declaration, Article XXX, Section 1, may terminate the approval given under this Agreement and require the Unit Owner to remove the Car Charging Equipment.

22. NonWaiver

No waiver of or failure by the Master Association to enforce any of the provisions, terms, conditions, or obligations in this Agreement or the Master Association declaration, bylaws, rules or maintenance standards, will be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Unit Owner

\_\_\_\_\_

Farmington Woods Master Association, Inc.

By \_\_\_\_\_  
General Manager

STATE OF CONNECTICUT )

) SS: \_\_\_\_\_, 20\_\_

COUNTY OF )

Personally appeared before me \_\_\_\_\_ (Unit Owner) and acknowledged the foregoing to be his, her or their free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF CONNECTICUT )

) SS: \_\_\_\_\_, 20\_\_

COUNTY OF )

Personally appeared before me \_\_\_\_\_, General Manager of the Master Association, and acknowledged the foregoing to be his or her free act and deed and the free act and deed of the corporation.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires \_\_\_\_\_



**EXHIBIT A**

**Plans, Specifications and Additional Information Concerning the Car Charging Equipment**