



F A R M I N G T O N
Woods

MASTER ASSOCIATION

**RESIDENT
HANDBOOK**

February 27, 2025

Information, Please

To stay fully informed go to farmingtonwoods.com
and log into Member Central

The **FAQs** found on our website give complete information about all aspects of community life,
governance, committees, social groups and amenities
Many of the forms needed for services, etc. can be printed from the website

EMERGENCY TELEPHONE NUMBERS

<u>FIRE</u>	Avon Fire Dept.	911	860-409-4390
	Farmington Fire Dept.	911	860-675-2534
<u>POLICE</u>	Avon Police Dept.	911	860-409-4200
	Farmington Police Dept.	911	860-675-2400
<u>POISON CONTROL CTR</u>			800-222-1222
<u>EMERGENCY MAINTENANCE</u>			860-673-6193
<u>UTILITIES –ELECTRICITY</u>	Eversource		860-286-2000
WATER	Connecticut Water Co	(formerly Avon Water Co)	800-286-5700
GAS	CNG- CT Natural Gas	Routine	860-524-8361
	CNG- CT Natural Gas	Emergency Leaks	860-924-5325
TV & INTERNET	Comcast		855-638-2855
	Frontier Service		844-660-0648
<u>HOSPITALS</u>	UCONN-John Dempsey	Farmington, CT	860-679-1000
	St. Francis Hospital	Hartford, CT	860-714-4000
	Hartford Hospital	Hartford, CT	860-545-5000
<u>MASTER ASSOCIATION</u>			<u>860-673-6193</u>
ADMINISTRATION	Accounts Payable	Ext. 25	
	Accounts Receivable	Ext. 21	
	Administration Manager	Ext. 26	
	General Manager	Ext. 23	
	Office Administrator	Ext. 28	
MAINTENANCE	Buildings Manager	Ext. 16	
	Golf Superintendent	Ext. 11	
	Grounds Manager	Ext. 17	
	Maintenance Administrator	Ext. 15	
OPERATIONS	Operations Coordinator	Ext. 14	
	Operations Manager	Ext. 19	
<u>CLUBHOUSE</u>	Bar	Ext. 35	<u>860-673-2419</u>
	Restaurant Reservations	Ext. 70	
<u>GOLF PRO SHOP</u>		Ext. 31	<u>860-673-0062</u>
	PGA Pro	Ext. 34	

FEES AND CHARGES

MAINTENANCE FEES: For work accomplished by the Master Association on behalf of residents.

Formula: Labor charge plus material and subcontract cost

TIME SPENT	LABOR CHARGE
1-29 Minutes	\$22.50
30-60 Minutes	\$45.00
Emergency calls after hours	Minimum charge \$90.00 (2 hours)

SALE OR RENTAL TRANSFER FEES

Resale Certificate	\$185.00 (paid by Seller)
Transition Fee	\$100.00 (paid by Buyer)
Condo Questionnaire	\$ 50.00

MASTER ASSOCIATION ASSESSMENT (MONTHLY)

Formula: $\frac{MABA}{TU} \times CU \times POR/12 = MAMA$	MABA = Master Association Budgeted Assessment TU = Total Units in Master Association CU = Condo Units in Condo Group POR = Percent Ownership Ratio in Condo Group MAMA = Master Association Monthly Assessment
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TAX DISTRICT FEE (QUARTERLY)

Formula: $\frac{TDBF}{AGL} \times UA/4 = TDQF$	TDBF = Tax District Budgeted Fees AGL = Adjusted Grand List Total UA = Unit Assessment TDQF = Tax District Quarterly Fee
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SPECIAL ASSESSMENT

Formula: $\frac{SABT}{TU} \times CU \times POR = SAT$	SABT = Special Assessment Budget Total TU = Total Units in Master Association CU = Condo Units in Condo Group POR = Percent Ownership Ratio in Condo Group SAT = Special Assessment Total
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DESIGN REVIEW FEES

Property Improvement Request (Application Fee)	\$ 25.00 (for work over \$500)
Agreement Filing Fee (with Town of residence)	\$ 60.00 1 st page of document + \$ 5.00 for each additional page
Covenant Restrictions (Enclosed Porches) Filing Fee	\$ 60.00 1 st page of document + \$ 5.00 for each additional page
Covenant Restrictions (EV Chargers) Filing Fee	\$ 60.00 1 st page of document + \$ 5.00 for each additional page
The Unit owner will be advised if any additional condominium maintenance fees are applicable when the approval letter is sent. The amount will be calculated upon substantial completion of the proposed improvements	Square Footage x Master Association Charge = Monthly Fee

MISCELLANEOUS FEES

Copy Reproduction	\$.10 per copy
Facsimile (FAX)	\$.50 per page
Additional Copies of Resident's Handbook and Design Review Handbook	\$ 5.00
Violations of Rules, Regulations, Bylaws, Covenants, Design Review Guidelines and other requirements	See Sections 7.7 & 7.8 of Rules & Regulations
Replacement of Condo Documents (or additional copies). (Includes Certificate of Incorporation, Declarations, Bylaws and Attached Schedule, Resident's Handbook, Design Review Handbook)	\$ 25.00
Lost Windshield Identification Sticker	\$ 20.00 non-refundable
Proximity Card for Entry System	\$ 5.00 refundable
Lost Card Replacement	\$ 20.00 non-refundable
Transponder Windshield Tag	\$15.00 non-refundable

TABLE OF CONTENTS

EMERGENCY TELEPHONE NUMBERS	i.
FEES AND CHARGES	ii.
WELCOME LETTER	1
COMMUNITY OVERVIEW	2
FARMINGTON WOODS TAX DISTRICT	3
BENEFITS & PRIVILEGES AVAILABLE	3
GENERAL INFORMATION	4
CAR STICKERS	4
COMMUNICATION SOURCES.....	4
CONCERN SUGGESTION FORMS	4
CLUBHOUSE & GOLF COURSE	4
FINANCIAL POLICIES	5
MAINTENANCE REQUESTS	6
OWNER KEYS	6
PETS	6
RECREATIONAL FACILITIES	6
VIOLATION OF RULES & REGULATIONS.....	7
MOTOR VEHICLE VIOLATION FINE SCHEDULE	7
WATER.....	7
MASTER ASSOCIATION INSURANCE PROGRAM	8
SAFETY	9
DOOR TO DOOR SOLICITATION	9
GATE PROCEDURES	9
TRAFFIC & PEDESTRIAN SAFETY	9
UNIT OWNER/TENANT/MASTER ASSOCIATION RELATIONSHIP	10
EMERGENCIES/OBTAINING SERVICES FOR EMERGENCIES	10
DIVISION OF RESPONSIBILITY	11
MAINTENANCE	11
MAINTENANCE, REPAIR & REPLACEMENT STANDARDS	12
THE RESIDENT'S RESPONSIBILITY	15
WITHIN THE RESIDENCE.....	15
OUTSIDE OF THE RESIDENCE.....	18
THE MASTER ASSOCIATION'S RESPONSIBILITY.....	20
MAINTENANCE WORK REQUESTS & PROCEDURES.....	20
ACCESS AREAS	21
BUILDING MAINTENANCE	21
GROUNDS MAINTENANCE	23
MAINTENANCE RESPONSIBILITY REFERENCE CHART	24
DESIGN REVIEW PROCEDURES & STANDARDS (Property Improvement Requests)	28
WINDOWS AND DOORS	29
CONSTRUCTION OF PERMANENT LIVING STRUCTURES	29
EXTERIOR DECORATIONS, HOLIDAY AND SEASONAL DECORATIONS	29
DESIGN REVIEW APPLICATIONS	30
RULES AND REGULATIONS	31
1. GENERAL ACTIVITIES	31
1.1 CONDUCT	31
1.2 DOOR TO DOOR SOLICITATION	32
1.3 NOISE	32
1.4 HOME PROFESSIONAL PURSUITS	34
1.5 PEDESTRIANS.....	34
1.6 POSTING OF SIGNS ON COMMON ELEMENTS.....	34
1.7 TRASH DISPOSAL.....	35
1.8 SKATES/SCOOTERS/SKATEBOARDS.....	35
1.9 BICYCLE & TRICYCLE RIDING.....	35

1.10	WORKING HOURS FOR CONTRACTORS & HOME IMPROVEMENTS PROJECTS.....	36
1.11	FEEDING WILDLIFE, WATERFOWL AND FERAL CATS	36
2.	COMMON HALLWAYS OF FOUR-PLEX BUILDINGS	36
3.	CONDOMINIUM UNIT & LIMITED COMMON AREAS.....	37
3.1	ALTERATIONS.....	37
3.2	ATTACHMENTS-Bird Feeders, Flags, Exterior & Holiday Decorations.....	37
3.3	CARPETS ON DECKS AND OUTDOOR STAIRWAYS.....	39
3.4	CONDITION.....	39
3.5	FIREWOOD STORAGE.....	40
3.6	FIREPLACE USE.....	40
3.7	FLAMMABLE LIQUIDS.....	40
3.8	GARAGES.....	41
3.9	HEATING – ALTERNATE METHODS.....	41
3.10	KEYS – AUTHORIZED ENTRY INTO A UNIT.....	41
3.11	OCCUPANCY	41
3.12	OPEN HOUSES	42
3.13	OUTDOOR COOKING, OPEN FIRE AND GAS-FIRED DEVICES.....	42
3.14	RENTAL OF UNITS	42
3.15	STORAGE	43
3.16	WINTER CARE	43
4.	PETS	43
4.1	NUMBER OF PETS	43
4.2	PET REGISTRATION	43
4.3	DAMAGE OR INJURY CAUSED BY PETS	43
4.4	LEASH LAWS	43
4.5	DISPOSAL OF PET WASTE	44
4.6	PET-RESTRICTED AREAS	44
4.7	SERVICE ANIMALS	44
5.	VEHICLES & THE USE OF ROADS, DRIVEWAYS AND PARKING LOTS.....	44
5.1	VEHICLES	44
5.2	VEHICLE IDENTIFICATION POLICY.....	45
5.3	PARKING.....	46
5.4	TRAFFIC.....	50
5.5	WASHING.....	50
6.	RECREATIONAL AREAS.....	50
6.1	GENERAL.....	50
6.2	GOLF CLUB RULES AND REGULATIONS.....	50
6.3	CLUBHOUSE FACILITY.....	51
6.4	PLATFORM TENNIS RULES AND REGULATIONS.....	52
6.5	SWIMMING POOL RULES AND REGULATIONS.....	55
6.6	TENNIS RULES.....	56
6.7	WATERWAYS.....	57
6.8	PLAYGROUND RULES.....	58
6.9	PICKLEBALL COURT	59
7.	VIOLATION OF RULES AND REGULATIONS.....	59
7.1	AUTHORITY OF COVENANTS COMMITTEE.....	59
7.2	COMPLAINTS.....	59
7.3	SCHEDULING AND GIVING NOTICE OF HEARINGS.....	59
7.4	HEARING PROCEDURES AND EVIDENCE.....	60
7.5	ENFORCEMENT ACTIONS.....	60
7.6	RIGHT TO APPEAL.....	61
7.7	VIOLATION FINE SCHEDULE.....	61
7.8	MOTOR VEHICLE VIOLATION FINE SCHEDULE.....	62
8.	STANDARD FORECLOSURE POLICY	62
9.	BILLING AND COLLECTION POLICY	63

**WELCOME TO FARMINGTON WOODS
AND TO THE BEST OF CONDOMINIUM LIVING**

Farmington Woods is a special and unique place where over one thousand families live in a relatively small area and enjoy high standards of collective privacy and comfort. The Management is charged by the Executive Board with the responsibility of maintaining these standards of quality and acquainting all residents with the rules and regulations that make it work. The life style of a condominium like Farmington Woods demands of its residents strict adherence to the Farmington Woods Condominium Declaration, By-Laws, Rules and Regulations and Association Policies as well as a reasonable consideration for the privacy and comfort of one's neighbors and the community as a whole.

This handbook contains pertinent information and operational procedures. It supplements, but does not supersede, the governing documents (with any subsequent amendments) which were received at the time of purchase or lease of a unit.

The Condominium Documents define each Unit Owner's interest in common areas and facilities comprising portions of the Farmington Woods Community. Familiarity with these documents is advised. They must be available for a new Unit Owner if a unit is resold. In addition, it is required that a lessor provide the lessee with a copy of this handbook if a unit is rented. Rules and regulations apply to all residents whether they are owners or lessees. It is truly hoped that your Farmington Woods experience is gratifying.

On Behalf of the

**FARMINGTON WOODS MASTER ASSOCIATION
EXECUTIVE BOARD**

FARMINGTON WOODS DISTRICT BOARD OF DIRECTORS

FARMINGTON WOODS

WHAT IS FARMINGTON WOODS (“FW”)?

Farmington Woods is a condominium complex and also a special Taxing District, which includes 1,084 units. The complex has a high-quality USGA-rated 18-Hole Golf Course, Clubhouse with Restaurant and banquet facilities, 4 swimming pools, 1 platform tennis court, 6 tennis courts, 1 pickle ball court, basketball hoop soccer practice area, playground, walking trails and cooperative garden.

WHERE IS FW?

It is located within the towns of Avon and Farmington, Connecticut, with 214 units being situated in Farmington and the remaining condominiums located in Avon.

WHO OWNS FW?

By virtue of holding title to a unit as well as a percentage of so-called “common property,” the Unit Owners are undivided proportionate owners of Farmington Woods.

WHO OPERATES FW?

As of January, 1979, the management and operation of the Farmington Woods complex were assumed by the Unit Owners. The condominium complex is governed by the Master Association’s Executive Board. Under a contract arrangement, the Farmington Woods District receives services from the Master Association, while the Master Association rents buildings and facilities from the District.

HOW IS FW OPERATED?

The Executive Board of the Farmington Woods Master Association is charged with formulating policy governing the Condominium complex. It employs a General Manager who is responsible for carrying out the policies it establishes and for staffing and supervising the departments necessary for the efficient management of Farmington Woods. Questions concerning the day-to-day management of the complex should be directed to the General Manager at the Master Association Office rather than to the Executive Board.

WHAT IS THE EXECUTIVE BOARD?

The Executive Board of the Farmington Woods Master Association is the governing body of Farmington Woods. It is composed of elected representatives from each of the ten voting districts within Farmington Woods.

In September of each year, the Unit Owners, in certain voting districts, elect a member to the Executive Board to a 2-year term. Districts 1, 3, 5, 7 and 9 elect their Board Members during odd-numbered years. Districts 2, 4, 6, 8 and 10 elect Board Members during even-numbered years.

The Executive Board elects its officers (President, Vice-President, Secretary, Treasurer), for a one-year term. The President of the Board makes yearly appointments to its various standing Committees. Ad Hoc Committees are appointed as needed for specific projects. At present, the standing Committees of Farmington Woods include: Activities, Communication, Cooperative Garden, Covenants, Design Review, Finance, Golf, Landscape and Public Works. The Executive Board regularly meets on the last Monday of each month. Unit Owner comments are allowed before and at the conclusion of each meeting. The meetings are open to all Owners.

FARMINGTON WOODS DISTRICT (“TAX DISTRICT”)

The District was created by the Connecticut Legislature in 1986 when it permitted the combination of the North Farmington Tax District and the South Avon Tax District (both formed in 1980) into one single district with taxing powers and the authority to issue tax-exempt bonds.

At that time, the proceeds of the District’s \$2,260,000 bond issue were used to purchase the Golf Course and the Clubhouse from the developer and to construct the Administration and Maintenance facility. The District leases the Golf Course, Clubhouse, Administration and Maintenance facility to the Master Association which administers the Golf Operation.

The District performs certain municipal functions permitted by the Connecticut Statutes concerning municipalities, such as road maintenance, snow removal, street lighting, garbage removal and security. (The original developer of Farmington Woods designed our roads to be narrower than the town standards of Farmington and Avon. As a result, our roads are considered “private roads” and, like private driveways, are not entitled to town services.) Your District taxes pay for these municipal services which are provided by Master Association employees under a management agreement. The deduction of your District taxes from your personal income taxes is a matter to be discussed with your accountant or tax attorney.

The District is governed by a nine-member Board of Directors elected by the District taxpayers on an “at large” basis for staggered 3-year terms (as opposed to the representative Executive Board of the Master Association). District Board meetings are held monthly. These meetings are open to all District taxpayers.

Tax District fees are billed quarterly, e.g., July, October, January and April. Real Estate taxes on residential property are billed to, and paid by, the Unit Owner to the town in which the unit is located. These are separate from the Farmington Woods District payments.

Questions concerning the District should be referred to the District/Master Association Office.

WHAT ARE SOME BENEFITS AND PRIVILEGES AVAILABLE TO FARMINGTON WOODS RESIDENTS?

As a result of payment of Master Association and District charges, residents receive:

- 1) On-site Management
- 2) Exterior Building Maintenance
- 3) Grounds Maintenance (grass, shrubs, trees, streets, driveway, walking paths, etc.)
- 4) Controlled Entry Gates
- 5) Use of swimming pools, tennis courts, platform tennis, pickleball courts, cooperative garden and Clubhouse (restaurant, bar, social events, meetings). The Pro Shop is open to all residents of FW and their guests.
- 6) Use of the golf course on specified days and at specified times upon payment of appropriate fees depending upon available tee times and schedule of outside events. (See Regulation 6.2.2 on page 50). Complete Golf Membership is available for additional fee. Special promotions may be available. Call the Pro Shop for availability and for further information on membership at 860-673-0062.
- 7) Property and Casualty Insurance covering buildings and grounds. (See page 8)
- 8) Trash and Recycling Collection

GENERAL INFORMATION

CAR STICKERS *(See Regulation 5.1 Vehicles on page 43)*

Upon moving into Farmington Woods, a resident may receive a Farmington Woods sticker to affix to the windshield of his/her automobile. As a prerequisite, however, the resident must present his/her automobile registration as proof of ownership as well as proof of residency if necessary. Stickers as well as other entry items may be acquired at the Master Association/District Office during normal hours of operation. The sticker must be removed and destroyed if the automobile is sold, or upon permanent departure as a resident.

COMMUNICATION SOURCES

Residents may submit their email address to the Master Association Office to subscribe to regular email communication updates and special or emergency e-blasts.

The Farmington Woods website, www.farmingtonwoods.com, is a community-oriented information source. Content includes general information, news updates, Restaurant, Golf Course and other amenity news and information, administrative and Executive Board contacts, committee information, meeting schedules, calendars, commonly used forms, Rules and Regulations, Maintenance Work Request program and answers to frequently asked questions.

A telephone directory, updated yearly, lists the telephone numbers of residents, emergency numbers and other useful information. One copy is furnished to each Unit. Extra copies are available at the Master Association/District Office as supply permits.

CONCERN SUGGESTION FORMS

Each concern/suggestion form is reviewed by the General Manager's office and directed to the appropriate department for action. The form can be found on Member Central of our website.

FARMINGTON WOODS CLUBHOUSE AND GOLF COURSE *(See Regulation 6.2 Golf Club Rules and 6.3 Clubhouse Facility on pages 50-51)*

The Farmington Woods Clubhouse and Golf Course are owned by the Farmington Woods District with much of the space of the former leased to the Restaurant and Golf Departments of the Farmington Woods Master Association.

The Golf Course operation costs are defrayed by Golf Club membership and other various fees which are charged to the users of the Golf Course.

All residents, Owners and non-resident Golf Club members are automatically entitled to use the Clubhouse and are encouraged to use the Restaurant and Bar.

Several classifications of golf memberships are available. Upon payment of appropriate green fees, golfing privileges are conditionally available to residents who are not Golf Club members depending on available tee times. For further information, call the Pro Shop at 860-673-0062.

FINANCIAL POLICIES

The fiscal responsibility for the administration and maintenance of the Farmington Woods Master Association and the Farmington Woods District lies with the Executive Board and Board of Directors respectively and, through them, the General Manager of the Master Association. The fiscal year for both entities extends from July 1st through June 30th.

Prospective annual Master Association and District budgets are presented to the Unit Owners at a hearing held in April. Prior notice of these meetings is advertised and mailed to each Unit Owner.

For the Master Association budget, a Unit Owner may cast one vote either in person during the meeting or, if he/she is unable to attend this meeting, approval for the budget may be indicated by completing a proxy and returning it to the Master Association office prior to the budget vote. Legal documents of the Master Association allow only one vote per Unit for the Master Association. A proposed budget may be rejected only if a majority of all the Unit Owners in Farmington Woods vote to do so.

Proxies are not permitted by statute for the District vote. A qualified voter must attend the meeting and cast a ballot in person. In order to vote, a voter must be a resident and listed within the registered voter lists of either the Town of Farmington or Avon, or be a Unit Owner in Farmington Woods who is (A) listed on the grand list of either the Town of Farmington or Avon, (B) a United States citizen, and (C) 18 years old or older. Prior to the vote, a voter will be required to register and a voting card will be provided if he/she meets the criteria as noted. Approval of the District budget is determined by a majority of the votes cast during the meeting.

The Farmington Woods District fee is based on the fiscal year budget and the assessed value of the individual Unit as indicated by the Grand Lists of Avon and Farmington. The Master Association fee is based on the percentage ownership of each Unit within each individual area as well as the fiscal year budget.

Master Association fees are payable monthly; however, District fees are due and payable on a quarterly basis. It is the responsibility of each Unit Owner to make payment to the Master Association by the due date. There is a grace period to the last day of each month for Master Association monthly payments. A penalty of twenty-five dollars plus one and $\frac{1}{4}$ percent per month of the unpaid balance is assessed for each month the fee is delinquent. District fees are due upon receipt with a grace period until the last day of the month within which it is billed. Late Fees will include a penalty of one and $\frac{1}{2}$ percent of the unpaid balance for each month payment is delinquent. Payments may be turned in at the Master Association/District office or placed in one of the locked drop boxes located on Heritage Drive, Byron Drive and at the entrance of the Master Association/District office building.

For more information, please refer to the Billing and Collection Policy found on page 63. Questions regarding fees should be directed to the Accounting Department at the Master Association/District Office on 200 Byron Drive near the Lovely Street entrance. Office hours are Monday through Friday from 8 A.M. to 4:30 P.M. Accounts Receivable may also be contacted by telephoning (860)-673-6193, extension 21.

MAINTENANCE REQUESTS

Requests for maintenance should be submitted via the website link on Member Central for more immediate attention, or in writing on Maintenance Work Request forms that are available at the Master Association/District Office and at the West Avon Road Gatehouse. Completed Maintenance Work Requests may be turned in at either of the above locations or placed in the locked drop boxes located on Heritage Drive, Byron Drive and at the entrance of the Master Association/District Administration building.

OWNER KEYS *(See Regulation 3.10 Keys on page 38)*

It is the responsibility of each Unit Owner to leave a key to his/her unit with the gate attendant at the West Avon Road Gatehouse. Keys are locked in a cabinet and are for emergency use only and issued only with the appropriate authorization of the Unit's resident. Keys will be released to others only upon prior written authorization by the resident. Authorization cards are available at the West Avon Road Gatehouse and on the Farmington Woods website. If a key is not on file at the Gatehouse any damage caused in entering a Unit in cases of emergencies is the Unit Owner's responsibility. Emergency/after-hours requests for on-call maintenance in the event of a lock-out or other situations which are found to be the resident's responsibility will result in the Unit Owner being billed for a minimum two (2) hour charge.

PETS *(See Regulations 4.1-4.6 on page 40)*

Pet Permit Agreements must be executed for all dogs and cats. Pet Permit Agreement forms are available at the Master Association/District offices and on the Farmington Woods website. It is the responsibility of each pet owner to abide by the stated pet limitations and all pet regulations (*see Regulations 4.1-4.7 Pets*). When out of doors, pets must be leashed and controlled by their owner and must not be allowed to roam physically unrestrained on the Common or Limited Common Elements. Allowing a dog off leash is subject to a \$300 rule violation fine. Solid pet waste must immediately be collected and disposed of in a proper manner. There are several pet waste stations throughout the community for your convenience. Dogs should be directed to unlandscaped areas and should not be allowed to relieve themselves on Limited Common Elements, flower beds, shrubs or grass. All dogs must be licensed with the town in which the owner resides. All applicable sections of state and local statutes relating to licensing and control of animals shall be adhered to.

RECREATIONAL FACILITIES *(See Section 6 Recreational Areas on pages 48-56)*

In addition to golfing and Clubhouse facilities, tennis and platform courts, pickle ball, swimming pools, ponds, soccer practice area, basketball hoop, playground/park and walking trails are available for a resident's recreation pleasure.

Recreational facilities are for the use of residents and their guests only. Each resident using any of the pools must display a current pool pass upon entering the pool area. Guest passes for the pools may be issued subject to the limitations adopted by the Executive Board. Residents and guests should be familiar with and adhere to the specific rules and regulations governing the use of each facility.

A cooperative organic garden is maintained by the Farmington Woods Cooperative Garden. Assignment of individual garden plots is made by the group which provides information, gardening tools and garden preparation assistance. Brochures are available at the Master Association office.

VIOLATION OF RULES AND REGULATIONS (See Section 7 on page 59)

Fines may be assessed for violations of Rules and Regulations. The fines shall be as set forth in Section 7.7, Rule Violation Fine Schedule, not to exceed a total of \$5,000 per violation during any consecutive 12 months.

In addition, suspension of privileges including the right to use recreational facilities, the Clubhouse and to enter onto any Common or Limited Common Elements may be imposed. Notice of intent to fine is issued to the Unit responsible for the alleged violation and then sent to the Covenants Committee which will advise the affected parties of the date, time and place of a hearing. After the Covenants Committee hearing, an alleged violator who is fined but feels aggrieved may appeal to the Master Association's Executive Board for a hearing. (See Regulation 7.3 on page 59)

Complaints concerning violations may be submitted in writing or via email to the Master Association office by a Unit Owner, resident, golf club member or employee who witnesses a violation. The complaint must be signed by the witness, contain a description of the rule violated with date, time and location of the incident. Anonymous complaints will be assessed by the Master Association.

MOTOR VEHICLE FINE SCHEDULE (See Regulation 7.8 on page 59)

The speed limit on all Farmington Woods' streets is 20 miles per hour.

All vehicles must come to a complete stop at all stop signs.

FIRST VIOLATION will result in the imposition of a written warning.

SECOND VIOLATION will result in the levying of a \$100.00 fine against the Unit within which the individual who is operating the vehicle resides or is visiting. For speeding violations, the fine will increase by \$10.00 for each mile per hour over 30 mph.

SUBSEQUENT VIOLATIONS will result in the levying of a \$200.00 fine for each offense against the Unit within which the individual who is operating the vehicle resides or is visiting. For speeding violations, the fine will increase by \$20.00 for each mile per hour over 30 mph.

WATER

The Connecticut Water Company supplies water to the Farmington Woods complex. Payments and questions should be directed to the Connecticut Water Company at 860-678-0001. The water source for irrigating the golf course comes directly from the Roaring Brook pond and such irrigation is maintained by Golf Course Maintenance.

THE MASTER ASSOCIATION INSURANCE PROGRAM

The Master Association and District carry a special multi-peril package insurance policy. It has been issued subject to normal exclusions and deductibles. The policy provides broad coverage and covers the entire facility. The contract provides commercial property coverage and general liability. An excess Umbrella policy is carried in the event of a catastrophe.

If an insurance certificate is required by a mortgagor, contact the Master Association Office or refer to the Farmington Woods website.

Additional insurance carried for the Master Association includes:

A Fidelity Bond covering loss due to dishonesty on the part of officers or employees.

Worker's Compensation as required by Statute

Automobile Liability and Property Damage

Directors and Officers Liability Insurance

Employees' Practices Insurance

National Flood Insurance for the few units located within the designated flood zones

Major Equipment Insurance

Club Policy for the Golf Course and Clubhouse including Restaurant Liquor Liability.

As a result of changes to the Common Interest Ownership Act, the insurance coverage provided to Farmington Woods under the master insurance policy has also changed. The condominium master insurance policy will rebuild each building for covered losses inclusive of each unit. This coverage will extend to unit owner purchased and installed improvements and betterments. This is referred to as 'all in' coverage. To further clarify what a unit owner improvement is, there may be many physical enhancements to the condominium unit that were purchased and installed after the original date of conveyance, or in other words, the very first sale from the developer to the first unit owner. Common examples of unit owner installed improvements and betterments are kitchen upgrades, bathroom upgrades, flooring upgrades, ornate moldings, partition walls and finished basements.

Even with the broadening of the master insurance policy, Unit Owners are strongly urged to carry a separate homeowner's policy that covers any gaps in the master policy to include insuring for contents and the payment of the \$15,000 deductible. In addition, absentee Owners should encourage their lessees to carry adequate Renter's Insurance. Unit Owners should consult with their individual insurance agent or broker regarding personal insurance needs to insure proper and complete coverage.

The Insurance program for the Master Association is administered by the General Manager. A summary of the program is available for review at the office.

It is extremely important that prompt notice be given to the Master Association of any loss or prospective claim against its insurance coverage.

SAFETY

DOOR TO DOOR SOLICITATION *(See Regulation 1.2 on page 32)*

Door to door solicitation by anyone is prohibited. Any incident of door to door solicitation must be reported immediately to the Master Association/District Office.

GATE PROCEDURES *(See Regulation 5.2 Vehicle Identification Policy on page 42)*

All residents must register their motor vehicles with the Master Association and must update the office on any changes to registration. A fixed windshield sticker will be issued upon presentation of a valid state automobile registration.

A gate attendant is on duty at the West Avon Road (Route 167) entry from 6 a.m. to 10 p.m. daily and 10 p.m. to 6 a.m. Friday and Saturday. From the hours of 10 p.m.-6 a.m. Sunday through Thursday gate access is automated (using proximity card or transponder tag readers). Resident access through the Lovely Street (Route 177) entrance is by proximity card access or transponder windshield tag at all hours. Residents may acquire one proximity card per registered vehicle by paying a deposit per card. Lost proximity cards must be reported to the Master Association as soon as possible. There will be a non-refundable charge for replacement. Windshield transponder tags may be purchased at the Master Association/District Office and are non-refundable.

Visitors may enter at the West Avon Road (Route 167) entrance from 6 a.m. to 10 p.m. daily and will be allowed access only after indicating the resident to be visited and obtaining a visitor's pass. Controlled visitor access through the West Avon Road entrance after 10 p.m., and through the Lovely Street entrance at all hours is the responsibility of the resident. There is an Access Control Telephone Entry System installed at each entry before the gate that allows visitor entry through the gates for only those residents that request to be listed on the directory. This includes access for food delivery drivers, taxis and other ride-sharing venues. The telephone communication system allows residents to use their own telephone as an intercom to speak to a visitor at the gate and to control access to their unit. The system connects directly to the resident's existing telephone, either landline or cell phone. It is necessary for the resident to be available to answer the phone to speak with their visitor via the intercom. To allow entry, the resident must dial 9 during the phone call which will open the gate. All guests remaining for more than one (1) week must request a long-term pass from the Master Association/District Office.

TRAFFIC AND PEDESTRIAN SAFETY *(See Section 5.4 Traffic on page 47)*

The personal safety of Farmington Woods residents is of prime concern to the Master Association. A twenty (20) mile per hour speed limit, stop signs, speed bumps and crosswalks have been established or installed for the protection of walkers, joggers, golfers, leashed animals, maintenance personnel and motorists. The speed limit within Farmington Woods is randomly enforced by radar. Other traffic safety rules, such as coming to a complete stop at stop signs are also randomly enforced.

Walkers and joggers should wear light-colored, reflective garments and carry a flashlight after dark and at all times, walk or jog on the left side of the street facing traffic and use sidewalks wherever available. Do not walk in the middle of the road. Bicycle riders must ride with the motor vehicle traffic on the right.

UNIT OWNER/TENANT/MASTER ASSOCIATION RELATIONSHIP

While a Unit Owner receives certain benefits and assumes certain obligations upon purchasing a Unit, **THESE RIGHTS AND OBLIGATIONS PASS TO THE LESSEE WHEN A UNIT IS LEASED.** Some of the benefits include the use of the recreation facilities and participation in social events. The obligation to comply with the rules and regulations of the Master Association passes on to the lessee. Any penalties due to violations, however, are ultimately borne by the Unit Owner. **THE UNIT OWNER IS HELD RESPONSIBLE FOR THE ACTION(S) OF HIS/HER TENANT(S) AND GUEST(S) AT ALL TIMES.** It is the Owner's responsibility to ensure that a lessee is familiar with, and abides by, the Master Association's Rules and Bylaws. The Owner must provide a copy of the Resident's Handbook to the lessee.

For completion of all but emergency work requests, the Unit Owner must sign or have given the tenant his/her written approval to sign each Maintenance Work Request prior to its receipt for scheduling by the Maintenance Department.

EMERGENCIES

OBTAINING SERVICES FOR EMERGENCIES

Reporting a Fire – Immediately telephone **911** to report the location and type of fire.

Requesting Ambulance Service – **ALL RESIDENTS CALL 911.**

Requesting Emergency Police Assistance – **ALL RESIDENTS CALL 911.**

After Hours – Reporting Emergency Service – Call (860)-673-6193 in the event of any of the following emergencies. On-call maintenance personnel will respond to:

- Fire (It is imperative that 911 be called immediately to report the fire)
- Major pipe leak, breakage or seepage
- Major roof leaks
- Overflowing sewage (back up)
- Any specific situation involving significant risk to life or property, such as a road collapse, a swarm of bees within the living area, a structural building failure, etc.
- Power outages must be reported to Eversource at 800-286-2000. In case of an emergency, life threatening situation, downed line or if you are in imminent danger **please call 911.**

Note: The Master Association staff generally does not have the means to open garage doors. All residents with automatic garage doors must provide alternate access into the garage during power loss.

For these noted emergencies, telephone the Master Association office at (860)-673-6193. The on-call service personnel will contact the resident as soon as possible to evaluate the extent of the emergency and will respond accordingly. If the service call is determined to be the responsibility of the resident, maintenance fees will apply. For these emergency situations which are found to be the resident's responsibility, the Unit Owner will be billed for a minimum two (2) hour charge. The Maintenance Department may be contacted directly at (860)-673-6193, ext. 15, Monday through Friday during regular working hours from 7:00 A.M. to 3:30 P.M.

PLEASE NOTE: The Master Association staff cannot respond to requests for the lighting of gas hot water heater and gas furnace pilot lights. When this service is required, the resident is strongly urged to call either the Gas Company at (860)-524-8361 or a certified heating contractor.

DIVISION OF RESPONSIBILITY

The Master Association maintains all building exteriors as well as common areas except a specific addition (such as added windows, storm doors, shrubs, patios, etc.) and other items listed in the Resident's Responsibility section on page 15.

Interior repairs and/or replacements to the Unit are the responsibility of the Unit Owner. A subsequent Unit Owner assumes the responsibility for all such maintenance upon purchase except as specified.

The legal documents of the condominium state that each Unit Owner shall be responsible for all damage to other Units as well as to the common areas if such damage is the result of the Unit Owner's negligence, misuse or neglect.

The Unit Owner is also responsible for all damage to other Units as well as to the common areas if such damage is the result of the negligence, misuse or neglect by the Owner's tenant, agent, licensee or occupant.

MAINTENANCE

A resident should file a Maintenance Work Request with the Master Association when requesting service. Requests for maintenance should preferably be submitted via the website link on Member Central. Alternately requests may be submitted in writing on Maintenance Work Request forms available at the Master Association/District Office and at the West Avon Road Gatehouse. Completed Maintenance Work Requests may be turned in at either of the above locations or placed in the locked drop boxes located on Heritage Drive, Byron Drive and at the entrance of the Master Association/District Administration building. Requests are reviewed daily and appropriately scheduled, taking into consideration priorities and seasonal programs by the Maintenance Department. The Master Association, through its reserve program, follows a repair, replacement and staining cycle for the building exteriors. For more information, call the Maintenance Department at (860)-673-6193, ext. 15.

Performance of work for which the Unit Owner is responsible will be billed to the owner.

Dissatisfaction with services performed should be addressed to the General Manager in the form of a written and signed complaint.

NOTE: The Master Association reserves the right not to perform certain requests due to budgetary constraints and/or pre-programmed work.

FARMINGTON WOODS MASTER ASSOCIATION MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

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

The master property insurance policy currently maintained by the Master Association contains a deductible of \$15,000.00 for most covered losses. This means that if the units or the common elements are damaged because a unit owner failed to comply with any of the following standards, the Master Association can assess the first \$15,000.00 of the cost of repairing the damage, plus any other portion of the cost not covered by the master insurance policy against the unit owner who failed to comply.

1. Minimum Temperatures: From November 1st until April 15th, all thermostats in all Units shall be set at a temperature of at least 55 degrees Fahrenheit. Heating equipment must never be turned off from November 1st until April 15th.
2. Hot Water Heaters: Hot water heaters must be replaced no later than the earliest of:
 - a. Ten years after the last day of the year in which they were manufactured. (If you don't know how old your water heater is, look at its serial number. The last two digits of the heater's serial number usually represent the year of manufacture); or
 - b. The expiration of the manufacturer's warranty; or
 - c. When the water heater first shows any signs of leaks or rust.
3. Washing Machine and Dishwasher Hoses: All Unit Owners must install steel braided, Flood-Chek, or equivalent hoses to serve the washing machines and dishwashers in their unit. Washing machine and dishwasher hoses must be checked at least twice a year for leakage, corrosion or other deterioration. Any hose that leaks or is corroded must be replaced.
4. Faucets, Sinks, Showers and Bathtubs: All Unit Owners must check all plumbing fixtures, faucets and exposed pipes, including water pipes and sewer pipes under sinks, in cabinets and in basements, at least twice a year for leaks or corrosion. Anything that leaks or is corroded must be replaced.
5. Outside Water Faucets: All Unit Owners must disconnect hoses from outside water faucets from November 1st until April 15th of each year to avoid pipe breakage due to freezing.
6. Smoke Detectors: All Unit Owners must install smoke detectors outside each bedroom and on each level of multi-story units. The smoke detectors must be tested monthly, and if they are battery operated, the batteries must be replaced at least once every calendar year and replaced immediately once the unit starts "chirping" (the low battery warning). All smoke detectors must be replaced at least once every ten years. The unit must be replaced immediately if it is not operating properly. All smoke detectors must have labels showing they have passed the tests of the Underwriters' Laboratories (UL) or Factory Mutual (FM). (National Fire Protection Association, NFPA Code 74, Standard for Household Fire Warning Equipment, www.nfpa.org)

7. Dryer Vents, Ducts and Hoses: When warranted, all Unit Owners must vent their dryers to the outside of the building with rigid all metal aluminum ducts or semi-rigid aluminum hoses, not plastic, accordion-type dryer ducting material. All unit owners must inspect and remove lint blockages in the dryer vent or exhaust path, following the manufacturer's recommendation for frequency of exhaust system inspection and cleaning.
8. Chimney Flues and Fireplaces:
 - a. Each Unit Owner must have the chimney flue serving the fireplace in his or her Unit inspected on a regular basis and must maintain the fireplace up to the damper, including the gas starter and replacement of fire brick, in good working order at all times.
 - b. The Master Association provides for and bears the cost of fireplace and chimney inspections every three years. The results of the inspection of each Unit will be furnished to the Unit Owner. If the inspection determines that a fireplace is defective or that a chimney flue is in need of cleaning, the fireplace may not be used until the defect is repaired or the chimney flue cleaned by a professional chimney sweep.
 - c. If the Master Association requests access to the Unit for the purposes of inspecting the fireplace and chimney flue and the Unit Owner or occupant of the Unit refuses to admit the inspector or fails to schedule an inspection, the fireplace in the Unit may not be used until the inspection has been completed.
 - d. Fireplaces in Farmington Woods are not designed for heating. Except for kindling, the burning of wood scraps, scrap lumber, and softwood is prohibited. The use of lighter fluids and artificial logs is prohibited. The burning of paper and magazines is prohibited.
9. Heating and Air Conditioning Systems: All Unit Owners who have gas heating systems must have the system serviced yearly by a service person licensed by the State of Connecticut for heating, piping and cooling. Unit owners with radiant and other electric heating/cooling systems must service and maintain the equipment per the manufacturer's installation and operating manual and warranty.
10. Electrical Devices or Fixtures: Each Unit Owner must maintain electrical panels and breakers which serve only that Owner's Unit. No breakers, wires, outlets, circuits or hard-wired electrical fixtures may be installed, repaired or replaced except by a licensed electrician. No electrical device creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a unit which affects other Units or the Common Elements is prohibited. In Units with ceiling radiant heating panels or electrical coils, no hooks, chandeliers or other devices may be attached to the ceiling except under the supervision of a licensed electrician.
11. Generators: There are two kinds of generators, portable and permanent, which are subject to separate maintenance standards and addressed below.

Permanent Standby Generators

Unit owners who install permanent standby generators are required to obtain written approval from the Design Review Committee of the Farmington Woods Master Association prior to installation. Application is to be made as set forth in the Design Review Committee Handbook. Installation must be performed by a licensed tradesman both for the electrical and fuel supply of the generator in accordance with the manufacturer's installation instructions. In addition, generator installation must

comply with current state and local building code and comply with any applicable Town of Avon or Farmington zoning regulations.

All unit owners with permanent generators must have the generator maintained per the manufacturer's specifications for preventative maintenance and general maintenance.

Portable Generators

Unit Owners who connect any portable generator to the home wiring system via the circuit breaker panel or other means, including but not limited to for the intended use of hard-wired appliances such as furnaces, air conditioning systems and hot water heaters, must utilize a transfer switch.

Unit Owners are required to obtain written approval from the Design Review Committee of the Farmington Woods Master Association prior to the installation of a transfer switch. Application is to be made as set forth in the Design Review Committee Handbook. Transfer switches must be installed by a licensed electrician and comply with current state and local building codes. It is the Unit Owner's responsibility to secure required permits from the Town of Avon or Farmington Building Department.

If powering refrigerators or small appliances, independently and directly from the generator, detached from house circuitry, transfer switches are not necessary. When connecting such appliances to any portable generator, a heavy-duty extension cord rated for outdoor use must be used, with a wattage rating that exceeds the total wattage for all appliances connected to the cord. Extension cords should be long enough so that the generator is positioned a safe distance from the unit. Extension cords should also be free from cuts or tears that expose the internal wiring and have all three prongs intact.

Portable generators must be operated per the manufacturer's safety guidelines. Portable generators must never be operated inside any unit, garage, or basement. According to www.nfpa.org, generators should be used in well-ventilated locations outside at least 5 feet away from all doors, windows and vent openings. Measure the 5-foot distance from the generator exhaust system to the building. Never use a generator in an attached garage, even with the door open. For updates please refer to www.nfpa.org and abide by safe distance minimum recommendations. Portable generators can cause carbon monoxide poisoning. Unit Owners using generators are urged to install battery operated or battery back-up carbon monoxide (CO) detectors in their unit, near every sleeping area, and to test them frequently.

Never refuel a generator while it is hot. Turn off generators and let them cool down before refueling. Store fuel for the generator in a container that is intended for the purpose and is correctly labeled as such. Store the containers outside of living areas.

The Unit Owner is responsible for the operation and storage of any generator. Any generator must meet all applicable fire, mechanical and electrical code requirements of the State of Connecticut and the town of residency. All costs associated with the generator installation, maintenance, repair and replacement are the sole responsibility of the unit owner. If the unit is sold, all future responsibility for maintenance, repair and replacement transfers to the new unit owner.

THE RESIDENT'S RESPONSIBILITY

Those maintenance items for which the resident is responsible are normally arranged by the resident with outside contractors.

WITHIN THE RESIDENCE

Air Conditioning/Heat Pumps – Maintenance, repair or replacement of the air conditioning system and heat pumps, including the thermostat, condensation and discharge lines, and the pad on top of which the air conditioner or heat pump is situated, regardless of location, is the unit owner's responsibility. An inspection prior to the start of the cooling season by a qualified company is strongly recommended to ensure proper operation. Many companies offer an extended service contract or maintenance agreement. It is important that air conditioner filters be cleaned or changed at regular intervals.

Appliances – Electrical and gas appliances are the property of the Unit Owner who bears responsibility for all maintenance and replacement costs. Some precautions are to be observed to eliminate unnecessary breakdown and service as well as for the safety of the resident and his/her neighbors.

The clean-out and maintenance of dryer vents are the responsibility of the Unit Owner. The Master Association strongly recommends using a professional service once a year for a thorough cleaning of your entire dryer vent system. Having the vents clean and free of lint will help your dryer work more efficiently and can save you money on your electric bill.

Instructions for relighting the pilot light on a gas hot water heater are located in the owner's manual on the appliance. Alternatively, it may be necessary to call the Connecticut Natural Gas Company at (860)-524-8361.

If the garbage disposal stops, before calling for service, press the reset button located on the unit under the sink to restart the motor. Turn on a strong flow of cold water before turning on the disposal. Continue running the cold water for at least 15 seconds after grinding. Don't grind bones and fibrous materials in the garbage disposal. Don't pour grease down the disposal or down any drain.

Cable Television – The Unit Owner is responsible for cable television lines that solely and exclusively serve his/her Unit.

Cold Weather Protection – The resident must maintain a temperature of at least fifty-five (55) degrees within the Unit **at all times during the cold weather months**. The Master Association assumes no responsibility for damage resulting from frozen pipes in units which are left inadequately heated or otherwise unprotected against freeze-ups.

Hoses must be disconnected from outside water faucets during the cold weather months.

Electrical Failure – Eversource must be contacted by the resident to report general power outages. Before contacting Eversource about an electrical failure, check to ensure that the circuit breaker has not tripped. The reset directions are located on the electrical panel door.

Electrical Fixtures and Wiring – Fixtures including but not limited to light switches, outlets, sconces, chandeliers, circuit breakers, deck outlets, vents, bathroom heaters and venting fans in the kitchen, bath or attic are the property of the unit owner who is responsible for all repairs and replacements. All electrical wiring, which solely and exclusively serves a Unit, is the responsibility of the Unit Owner.

Light bulb replacement of interior light fixtures is the Unit Owner’s responsibility. In addition, the Unit Owner maintains responsibility for bulb replacement on fixtures located at the front entry, patio/deck and garage if these are controlled by switches located inside the unit or garage.

Extended Absence – If absent during the winter months, Unit Owners are responsible for normal winter care of their Units. Upon request, the Master Association will provide winterizing service at no cost, which includes restoration of utilities upon Unit Owner’s return.

The Unit Owner should request advice when contemplating an extended absence and notify the Master Association Office of departure and return dates. Leave a contact number or address with the Master Association Office so that if there is an emergency, we can get in touch with you. It is recommended that you ask a friend or neighbor to check your unit occasionally.

Inform the Connecticut Water Company of departure and return dates to obtain the possible benefit of the vacancy allowance on the water bill. The Water Company may charge the Unit Owner for this service. For details, call .

Fireplace – Maintenance and repair of fireplaces up to the damper, including the gas starter, cleaning of flue and replacement of fire brick are the responsibility of the Unit Owner. Commercial paper logs and coal may not be burned due to the danger of overheating the fireplace and flue. Improper usage of burning material may result in fireplace damage as well as pose a potential fire hazard. Repair of damaged fireplaces and flues due to misuse is the responsibility of the Unit Owner. **Note:** Fireplaces in Farmington Woods are not designed for heating. (*See Regulation 3.6 Fireplace Use on page 37.*)

Floor Covering – All Carpeting and floor coverings are the responsibility of the Unit Owner except “Common Halls and Closets” (as described under Master Association’s Responsibilities) which are the responsibility of the Master Association. For a charge, the Master Association Maintenance Department will conditionally dispose of carpet that is removed from a unit. A maintenance work request must be submitted to the Master Association/District Office prior to disposal.

Heating System – Maintenance, repair or replacement of the heating system, including the thermostat, regardless of location, is the owner’s responsibility. Filters on warm air heating systems should be replaced regularly to ensure peak efficiency.

In units with ceiling radiant heating panels or electrical coils, the resident must not secure hooks, chandeliers or other devices to the ceiling unless authorized by a licensed electrician. Unit Owners are responsible for all damages resulting from such actions.

Unit Owners who retain or install gas heating systems must have the system serviced yearly by authorized service representatives. Service contracts are available through local companies.

To relight a gas furnace pilot light, refer to the lighting instructions on the furnace or call the Connecticut Natural Gas Company at (860)-524-8361 or a heating contractor.

Interior Finish and Trim – The Unit Owner is responsible for all interior repairs or replacements to doors, jambs, trim, cabinets, counter tops, ceilings, wall coverings including paint, fireplace facing, hearth, mantel and bathroom tile. This includes resetting of nails and filling of settlement cracks.

Plumbing Fixtures/Systems – The repair and replacement of sinks, tubs, toilets, showers, ice maker lines, humidifier lines, washing machine valves, individual main shut-off valves, faucets, hot water heaters and any water supply and drainage lines which solely and exclusively serve the Unit are the responsibility of the Unit Owner.

Plumbing Problems – The Unit Owner is responsible for the repair of clogged, running and leaking toilets, sinks, tubs, as well as water supply and drainage supply lines which solely and exclusively serve the Unit.

All toilets and sinks have separate shut-offs. Sink shut-off valves are located under the sink or in the vanity below. Toilet shut-offs are generally located below the flush tank.

Water Damage – The repair of damage in the amount not covered by the Master Association’s insurance policy (the deductible) totaling \$15,000 or less (including painting of Unit and neighboring Units which are affected) caused by negligence or failed plumbing parts (as described under Plumbing Fixtures), is the responsibility of the Owner of the unit where the leak occurred.

The cost for repair of damage in the amount not covered by the Master Association’s insurance policy (the deductible) caused by water supply line leakage and drainage line blockage and leakage within a Unit as well as damage caused by faulty fixtures and appliances is the responsibility of the Unit Owner.

Water Shut-Off (Main) – If assistance is needed in locating the main water shut-off, call the Maintenance Department at 860-673-6193, ext. 15. Be aware that the shut-off valve may control a neighbor’s water supply in other Units and you may need to communicate with your neighbor.

Window and Door Glass – The Unit Owner is responsible for replacement cost of inside glass breakage of windows and patio doors as well as the replacement of windows that experience condensation between thermal panes and windows broken because of the negligence of the Unit Owner or resident or their guest or visitors.

Windows/Doors Hardware, Screens and Weather Stripping – The Unit Owner is responsible for replacement cost of weather-stripping on front doors and garage doors, replacement of screens and repairs of bent screen rails as well as replacement of front door and slider hardware including doorknobs, locks and slider tracks. The adjustment and repair of sliding screens and patio screen sliders when their operation becomes difficult due to wear and tear is the responsibility of the owner. Replacement of entry doors, storm doors and windows is the unit owner’s responsibility.

OUTSIDE THE RESIDENCE

Brooks and Ponds – Because the brook and ponds receive all surface drainage, do not deposit any chemicals, petroleum material, paint, unclean water, pet waste or other form of garbage into the storm drains, brooks and ponds. Contact the Master Association at (860)-673-6193 ext. 15 for assistance regarding disposal of hazardous materials.

Garage – Daily or ongoing cleaning and maintenance of garage interiors is the responsibility of the Unit resident.

The Unit Owner is responsible for the repair or replacement of garage door springs, tracks and rollers. Automatic garage door openers, tracks, rollers and springs are the Unit Owner's responsibility. Unit Owners who retain automatic garage door openers must have manual by-passes installed for overhead operators in the event of power outages.

Garage doors must be closed at all times except during times of entry or exit (*see Regulation 3.8.2 on page 38*).

Cars should not be allowed to idle in a garage. This is especially important in attached garages and garages under carriage houses.

Decks, Patios, Porches – Decks, patios and porches must be kept in a clean and orderly manner at all times. Daily maintenance (cleaning, sweeping and snow removal) of decks, patios and porches is the resident's responsibility. (*See Regulation 3.4 Condition on page 36.*)

Maintenance, repair and replacement of brick, bluestone and other non-concrete patios are the responsibility of the Unit Owner.

Inside repair and maintenance of decks and patios enclosed by a Unit Owner become the responsibility of the Unit Owner and subsequent Unit Owners.

Lawn/Shrub Watering – The Unit Owner should assume responsibility for watering lawns and shrubs. On days when weather reports predict temperatures in excess of eighty degrees, watering is more beneficial before 10:00 A.M. or early evening. A soaking for thirty to forty-five minutes every four days is preferable to light daily sprinkling.

For newly planted lawns and shrubs, watering twice a day for two months is highly beneficial and residents are strongly encouraged to do so. Shrubs should be soaked for 15 minutes and lawns watered for 20 minutes.

Hoses and sprinklers should not be left on lawns to interfere with mowing. The Master Association will not assume responsibility for replacing any hoses left on the lawns that are damaged by mowers. Hoses must not be left connected to outside faucets during the colder freezing months, as pipe breakage may result. (*See Regulation 3.16.3 on page 40*)

Shrubs/Plantings – Replacement of shrubs and plantings purchased by the Unit Owner or a prior Owner are the Owner's responsibility.

The Unit Owner is responsible for making application to the Design Review Committee for additional landscaping as well as the removal of shrubs and trees regardless of size prior to installation or removal. Generally, the Design Review Committee must approve all plantings or removals. The Design Review Committee may require the Unit Owner to maintain any shrub or

plantings added by an Owner or resident. For more information, contact the Master Association's Grounds Manager at (860)-673-6193, ext. 17.

Stacked Firewood – To minimize insect infestation, stacking of firewood on decks or against any wooden surface is prohibited. Allow a minimum of **SIX** inches of air space between stacked firewood and walls. (*See Regulation 3.5 Firewood Storage on page 37*)

Storm Doors, Storm Windows, Awnings – The Unit Owner is responsible for all costs for installation, repair and maintenance of optional items such as storm doors, storm windows and awnings.

The cost of removing and reinstalling storm doors and windows in order for Master Association staff to complete repairs will be charged to the Unit Owner.

Installation of storm doors and awnings must be authorized by the Design Review Committee prior to installation to ensure they are of approved design, structure and color.

Storm windows and storm doors shall be composed of framed clear glass, solid sheet plexiglass or acrylic only. The use of plastic film or any type of glass covering inside or outside the windows or doors is prohibited. (*See Regulation 3.2.4 on page 36*)

Trash Bins/Cans – The resident must keep trash closets, bins, cans and recycling containers clean. Garbage and trash should be sealed in leak-proof bags and placed in a suitable sized can with lid.

Collection of trash and recycling materials is made one (1) time a week (*see regulation 1.7 Trash Disposal on page 34*). The Owner is responsible for supplying trash cans.

Bulk Trash Pick-Up & Recycling – Bulk trash items that will not fit in your assigned trash bin, as well as all recyclable materials, should be left curbside only on your regularly scheduled trash removal day, or at the earliest the evening before (unless special arrangements have been made with the Master Association for a bulk trash pickup.) Items that the trash contractor does not take will then be picked up by the Grounds Department on your scheduled trash day. Trash and recycling should never be left out on the weekends or holidays. A \$300.00 fine may be assessed for violation of the trash rules.

All residents should make every effort to separate recyclable materials into a recycling bin provided by the trash contractor and put the recyclables out for scheduled pick-up. Please contact the Master Association, extension 15, if you need a new recycling container.

Arrangements should always be made with your private contractors for the removal and disposal of building materials, appliances, carpeting, mattresses and any other large item you may have replaced. Please note that a fee will be charged per truck load of bulk trash, and per item for the removal and disposal of water heaters, appliances, mattresses and other large or heavy items. All mattresses, including futon mattresses, and box springs, must be encased in a sealed plastic bag when discarded for bulk trash pickup.

For detailed information on pick up days, what can be placed out for recycling, etc., contact the Master Association/District Office (860)-673-6193.

MASTER ASSOCIATION'S RESPONSIBILITY

MAINTENANCE WORK REQUESTS AND PROCEDURES

Please submit an on-line Maintenance Work Request for any maintenance service needed. Routine work such as lawn mowing, leaf removal, snow removal and weeding of beds do not require the submission of maintenance work requests. It is preferable that the Maintenance Department not be requested to respond to telephone requests other than emergencies. A separate request for each item requiring service must be filed on a work request form. Requests for maintenance should be submitted via the website link on Member Central, or in writing on Maintenance Work Request forms that are available at the Master Association/District Office. Completed Maintenance Work Requests may be turned by placing in the locked drop boxes located on Heritage Drive, Byron Drive and at the entrance of the Master Association/District Office. Please note that it is more efficient to file the request on line.

Permission to Enter a Unit – A Unit will not be entered by Maintenance personnel unless the resident is at home or has given permission on the work request form for the Unit to be entered during an absence. The above provision does not preclude entry by authorized persons in the event of an emergency. A spare key for should be kept on file at the West Avon Road Gatehouse (Route 167) to be used only in emergencies or with the resident's written permission.

Service Charges/Owner Responsibility – Maintenance of items for which the Unit Owner is responsible will be billed to the Unit Owner. If there is to be a charge, the Unit Owner must provide authorization in writing (except in emergencies) before the service is performed.

Lessee's Responsibility/Maintenance Work Requests – The tenant renting a Unit in Farmington Woods must obtain the Owner's written approval to file service requests except in emergencies as described in "Reporting Emergency Service". Preferably, this should be transacted with the Unit Owner when signing the lease contract.

Processing of Service Requests – All Maintenance Work Requests are reviewed and appropriately scheduled. Priorities, seasonal programs established by the Maintenance Department and replacement schedules budgeted through the reserve program are taken into consideration. The order in which service work and seasonal programs are performed is determined by policies established by the Master Association with emphasis placed on work which most benefits the community as a whole.

Employees are instructed not to discuss or to accede to oral requests by residents for special attention or service. Discussion with maintenance personnel interferes with efficient performance and should be avoided by residents. Complaints should be made to the General Manager, preferably in writing, with a full explanation of the problem.

Holiday Fund – Payment or gratuity is not to be offered to an employee for work performed. In lieu of tipping, an annual Holiday Fund, funded by the residents, has been established for the employees.

ACCESS AREAS

Paths and Outdoor Steps – Walkways and stairways are repaired or replaced on a priority basis and as determined by the budget and reserve program schedules.

Roads and Parking Areas – Roads, parking areas, carport areas, roadway and barricade railings are repaired and replaced by the Master Association and the District, on a priority basis and as determined by the budget and reserve program schedules.

Snow Removal – A schedule, based on priorities, for snow removal is followed. Roads, driveways, paths, walks, steps, doorways and garage areas are kept as open as possible at all times. Plowing and shoveling are scheduled so that heavy snow accumulation will be minimized. Treating of walks and driveways with salt/sand is done as needed.

BUILDING MAINTENANCE

Attic/Truss Areas - An attic or truss area above Units and garages, not designed as living space, shall not be used for storage of boxes or books, furniture or other heavy items that may singularly or collectively create a stress on the structure which might result in roof leaks or other structural problems. Over-storage of numerous items also constitutes a fire hazard. The Master Association does not assume responsibility for any stored item. (*See Regulation 3.15 Storage on page 40*)

Garages - The Master Association is responsible for normal replacement of garage doors as well as door panels provided that the doors and door panels were not damaged by the negligence of the residents or their guests. The roofs are maintained in the same manner as the roofs over Units. Siding and trim is maintained similar to residential Units.

Common Halls and Closets - The Master Association vacuums carpets and cleans the water heater closets in the four-plex buildings once every month. Hall and stair carpeting is steam cleaned or equivalent each spring. The hall walls and woodwork are painted on a cycle established by the Master Association. Carpeting is replaced when considered necessary by the Master Association. Nothing may be placed near common hall heaters or stored in the common areas (hallways, stairways, water heater closet, etc.). Access to fire doors must not be blocked. (*See Section 2 Common Hallways of Four-plex Buildings on page 35*)

The Master Association replaces light bulbs and maintains smoke detectors, including batteries, in the four-plex hallways.

Decks and Patios - The Master Association is responsible for the structural maintenance of decks and concrete patios. Replacement of wooden decks is made at the discretion of the Master Association. Concrete patios are repaired and replaced as scheduled or if deteriorated to the point of causing a hazard to the residents or damage to the buildings.

Additions to a deck or patio must be approved by the Design Review Committee.

Electrical Wiring – The Master Association will perform needed repairs to the electrical service panel and electrical wiring which serves more than one Unit. If such repair requires removal of partitions, the Master Association will restore the structure as closely as possible to the original condition.

Exterior Doors – The Master Association is responsible for the proper opening and closing of main entry doors. This does not include the replacement of the door or the replacement or repair of hardware existing on the door. The Master Association is responsible for the replacement of garage doors. Doors are painted as part of the building exterior staining program.

Exterior Wood and Metal Structures – Staining of building exteriors is completed on an approved rotating cycle. Garbage bins, mail boxes, decks, front entry porches lighting standards, dividers and privacy walls are stained on the same cycle as residential buildings. Deteriorated or damaged structures will be repaired when detected. Replacement of wood siding and trim is made when wood exterior is decayed, has obvious defects or when watertight integrity is affected.

Gutters – The Master Association cleans gutters once a year as programmed work.

Interior Painting/Staining – If an access hole through walls or ceilings is necessary for the repair of plumbing, wiring, etc. that is the responsibility of the Master Association, the Association will repair and paint the affected wall or ceiling only. The original off-white color will be provided by the Master Association.

Insects – The Master Association will exterminate insects or vermin within a building in the event of an infestation, unless such infestation results from negligence of a Unit Owner or resident, such as improperly locating firewood, planter boxes, etc. or a flea infestation due to pets in the household. Evidence of infestation of termites or other wood-destroying pests should be reported to the Master Association immediately.

Plumbing Problems – When a sewage blockage occurs outside of the exterior walls, the Master Association is responsible for the repair. The Master Association will repair leaks in water lines and drainage lines within exterior walls provided these do not solely and exclusively serve that Unit and the leak is not the result of Owner or resident negligence. (*see: Maintenance Repair and Replacement Standards on page 12, Extended Absence on page 15 and Regulation 3.16 Winter Care on page 40*).

Roofs – All roofs including those over garages are maintained by the Master Association. Repairs and replacement are determined by the Master Association. Residents or unauthorized persons are not permitted on roofs for any purpose.

Water Damage – When walls, floors or ceilings are damaged by water entering the Unit from the exterior not caused by negligence on the part of a Unit Owner/resident, or not caused by elements that are the responsibility of the Unit Owner to maintain such as failed plumbing parts, the Master Association will be responsible for the repair of all affected areas.

Windows – The Master Association is responsible for the operation of the original windows.

Windows/Doors – The glass in windows and doors will be replaced by the Master Association if the glass is broken from the outside by unknown sources or Master Association Maintenance activities.

GROUNDS MAINTENANCE

Common Areas – All maintenance of Common area landscaping, including planting, pruning, trimming, fertilizing and removal is the responsibility of the Master Association.

Drainage, Water Run-off and Erosion – If erosion has taken place or it is found that standing water threatens to damage grass, plants or buildings, steps are taken by the Master Association to remedy the condition.

Lawn catch basins will be cleaned periodically and rebuilt if required by the Master Association. Residents are prohibited from allowing oil, paint, chemicals, detergents, pet waste or other hazardous materials to enter road and yard drains or catch basins since they are connected to the brook and pond system.

Landscape Maintenance Program – The Master Association utilizes a formal landscape maintenance program. For details, contact the Master Association's Grounds Manager at (860)-673-6193, ext. 17.

FARMINGTON WOODS MASTER ASSOCIATION
Maintenance Responsibility Reference Chart
Please refer to pages 14-22 for more detailed information

DESCRIPTION	ASSOCIATION RESPONSIBILITY	UNIT OWNER'S RESPONSIBILITY	COMMENTS
Air Conditioning/Heat Pumps:		X	Refer to Maintenance, Repair and Replacement Standards
Air Handler		X	
Compressor		X	
Condensation & discharge lines		X	
Ductwork		X	
Equipment Pad		X	
Appliances:			
All electrical & gas appliances		X	
Dryer vent		X	Refer to Maintenance, Repair and Replacement Standards
Hot water heater		X	Refer to Maintenance, Repair and Replacement Standards
Asphalt - walkways, parking lots, driveways & roadways			
Repair/replacement	X		
Snow removal	X		
Awnings			*Requires Design Review approval.
Installation, repair & maintenance		X	
Cable Television		X	Unit Owner is responsible for cable lines that solely & exclusively serve their unit.
Chimney			Refer to Maintenance, Repair and Replacement Standards
Birds/Wildlife	X		
Cap/Cover	X		
Cleaning		X	
Flue		X	
Leaks/Water	X		
Cold Weather Protection		X	Refer to Maintenance, Repair and Replacement Standards
Disconnect hoses from outside water faucets.		X	
Minimum 55 degree temperature inside unit.		X	
Common Hallways (4-plex)			
Carpet	X		
Doors	X		
Halls/Closets	X		
Hallway & Exterior Outlets, Fixtures	X		
Light bulb replacement	X		
Smoke detectors/batteries	X		
Stairs & Stairways	X		
Concrete - Walkways & Stairs			
Repair/replacement	X		
Snow removal	X	X	

DESCRIPTION	ASSOCIATION RESPONSIBILITY	UNIT OWNER'S RESPONSIBILITY	COMMENTS
Decks			
Daily Maintenance: Cleaning, Sweeping, Snow Removal		X	
Railing, floor, structure (repair & replacement)	X		
Doors			
Exterior main entry doors - proper opening and closing.	X		
Replacement		X	
Hardware		X	
Patio Screen Slider		X	
Weather Stripping		X	
Electrical Fixtures and Wiring			
All electrical wiring that solely and exclusively serves a unit		X	
Electrical service panel and wiring that serves more than one unit.	X		
Interior light fixtures (to include bulb replacement), outlets circuit breakers, deck outlets, vents, bathroom heaters & venting fans.		X	
Light bulb replacement on exterior light fixtures controlled by switches located inside the unit or garage		X	
Enclosed Decks, Porches & Patios			*Requires Design Review approval.
Exterior siding & roof	X		
Inside repair & maintenance		X	
Exterior Siding, Wood & Metal Structures			
Repair & Replacement	X		
Stain/Paint	X		Staining of building exteriors is completed on a rotating cycle.
Fireplace			Refer to Maintenance, Repair and Replacement Standards
Cleaning of flue		X	See regulation 3.6 Fireplace
Fire brick		X	
Gas starter		X	
Maintenance & repair up to the damper.		X	
Floor Covering			
All carpeting and floor coverings inside unit.		X	
All carpeting and floor coverings in Common Hallways and Closets.	X		
Repair of damage resulting from interior or exterior water leakage.	X	X	Home Owner's Insurance
Garage			
Daily Maintenance		X	
Siding, trim, roof	X		

DESCRIPTION	ASSOCIATION RESPONSIBILITY	UNIT OWNER'S RESPONSIBILITY	COMMENTS
Garage Door			
Automatic Door Opener		X	Must have manual by-pass in case of power outage.
Door/door panels	X		*Unless damaged by the negligence of the residents or guests.
Springs, Tracks, Rollers		X	
Gutter Cleaning	X		Once a year as program work.
Gutter installation		X	Requires Design Review approval.
Heating System (including thermostat, ceiling radiant heating panels & electrical coils)			Refer to Maintenance, Repair and Replacement Standards
Maintenance		X	
Repair		X	
Replacement		X	
Insects/Vermin			
Extermination due to infestation.	X		
Infestation resulting from negligence of a Unit Owner or resident.		X	
Interior Finish and Trim (including doors, jambs, trim, cabinets, counter tops, wall covering, paint, tile, resetting of nails and filling of settlement cracks.).		X	
Repair of damage resulting from roof or other exterior leaks, and interior water leaks	X	X	Home Owner's Insurance
Landscaping			
All maintenance of common area landscaping, including planting, pruning, trimming, fertilizing and removal.	X		
Lawns			
Maintenance - cutting, planting, fertilizing, insecticide treatment	X		
Watering		X	
Lighting			
Common Area exterior light fixtures- detached garage lights, path lamps, street lights (maintenance, repair & bulb replacement)	X		
Interior light fixtures (to include bulb replacement)		X	
Light bulb replacement on exterior light fixtures controlled by switches located inside the unit or garage		X	
Patios			
Concrete	X		Repair & replacement.
Daily Maintenance: Cleaning, Sweeping, Snow Removal		X	
Non-Concrete (brick, bluestone, pavers)		X	Maintenance, repair & replacement.
Privacy Fence	X		

DESCRIPTION	ASSOCIATION RESPONSIBILITY	UNIT OWNER'S RESPONSIBILITY	COMMENTS
Plumbing Fixtures/Systems			
Clogs or Leaks - Toilets, Sinks, Tubs		X	
Repair & Replacement of sinks, tubs, toilets, showers, ice maker lines, humidifier lines, washing machine valves, individual main shut-off valves, faucets & hot water heaters.		X	
Sewage Blockage outside of the unit's exterior walls.	X		
Water Supply & Drainage Supply Lines that solely and exclusively serve the unit.		X	
Water Lines & Drainage Lines within exterior walls that do not solely and exclusively serve that Unit, and damage is not the result of unit owner/resident negligence.	X		
Porches			
Daily Maintenance: Cleaning, Sweeping, Snow Removal		X	
Repair	X		*See Design Review guidelines for Enclosed Porches
Roofs			
All roofs including those over garages	X		
Shrubs/Plantings			
Common areas (planting, pruning, fertilizing and removal).	X		
Purchased by the Unit Owner or a previous Unit Owner		X	*Requires Design Review approval
Watering		X	
Storm Doors & Windows			
Installation, repair, maintenance			*Requires Design Review approval
Trash			
Cleanliness of sheds & closets		X	
Repair of sheds & closets	X		
Trash Cans		X	
Window and Door Glass			
Inside Glass breakage of windows & patio doors.		X	
Replacement of windows due to condensation between thermal panes		X	
Replacement of window glass broken from the outside by unknown persons, maintenance activities or acts of nature.	X		
Windows			
Operation of the original windows	X		
Replacement		X	*Requires Design Review approval
Screens, screen rails		X	

SUMMARY OF DESIGN REVIEW PROCEDURES AND STANDARDS

(For complete details, please refer to the document entitled “Design Review Guidelines,” a copy of which is provided to all Unit Owners. The Guidelines can also be found on the Farmington Woods website at farmingtonwoods.com)

The Design Review Committee is a group of Farmington Woods Unit Owners appointed by the Executive Board of the Farmington Woods Master Association. The Design Review Committee is authorized under the Declaration of Condominium for Farmington Woods. The Declaration of Condominium for Farmington Woods, Article XVIII, Section 2 provides for strict control of structural additions, alterations, and/or improvements to individual Units or any Common Element. The primary responsibility of the Design Review Committee is to advise and assist the Executive Board in preserving the harmonious design and appearance of Farmington Woods and in protecting 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 ideas 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 provides a consensus of the collective taste and style preferences of the community, and acts as the basis for evaluating requests for change.

The Design Review Guidelines, a copy of which is provided to all Unit Owners and is also available on the community website at farmingtonwoods.com, have been established by the Design Review Committee and approved by the Executive Board, and provide for strict control of 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. Deviation from the Procedures, Guidelines, Rules and Specifications currently in effect may result in the Covenants Committee of the Master Association imposing a fine until infractions are corrected, as provided in the Resident’s Handbook. (See Regulation 7.5 on page 59)

Approval, in writing, from the Design Review Committee is required before making changes to 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

INTERIOR AND EXTERIOR ALTERATIONS OR IMPROVEMENTS THAT REQUIRE A BUILDING, PLUMBING, ELECTRICAL OR MECHANICAL PERMIT TO INCLUDE BUT NOT LIMITED TO WINDOW REPLACEMENT, HEATING & COOLING SYSTEM REPLACEMENT, GENERATOR INSTALLATION, REMOVAL OF STRUCTURAL WALLS

SIGNIFICANT CHANGES IN LANDSCAPING; INSTALLATION OR REPLACEMENT OF DECKS & PATIOS; HOME SECURITY SYSTEMS/SURVEILLANCE SYSTEMS/VIDEO DOORBELLS

ANYTHING AFFECTING THE APPEARANCE OF OUR COMMUNITY

Unit Owners are responsible for contacting the Building Department of the town in which they reside to determine if a building, mechanical, electrical or plumbing permit is required for their alterations. A copy of each permit issued by the Unit Owner's town of residence must be submitted to the Master Association before the work commences.

The Design Review Committee periodically adopts detailed Guidelines, Rules and Specifications covering alterations such as windows, awnings, skylights, storm doors, decks and enclosed porches.

Windows and Doors:

Items requiring a building permit include replacement windows and doors. To be approved by the Design Review Committee, all windows, whether replacements for existing windows or additional windows as part of the renovation of a unit, must be flanged (new construction) windows, with flashing adequate to form a weather-resistant barrier between the window and the siding. "Replacement" windows (also referred to as "retrofit" windows) will not be approved.

Construction of Permanent Living Structures:

Since the legal documents specifically prohibit the construction of permanent living structures on Common Elements or Limited Common Elements, the Design Review Committee will neither consider nor approve these applications. At the present time, enclosed porches, decks and patios for seasonal enjoyment are permitted provided prior approval of the Design Review Committee has been granted and permits received from the Building Department of the town of residence. However, enclosed porches, decks and patios are not to be used as permanent living structures. Garages may not be finished as a permanent living structure and shall not at any time be used for human habitation, temporarily or permanently.

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.

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 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 Rule 3.2.6 on page 36.

The following items are strictly prohibited from view and/or placement 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, 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.

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: 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.

Other Outdoor Structures and Installations

Outdoor hot tubs and spas will not be considered for approval by the Design Review Committee.

Outdoor storage containers of any size or description, including but not limited to chests, closets, and sheds, will not be considered for approval by the Design Review Committee.

Fixed game structures such as basketball hoops will not be considered for approval by the Design Review Committee.

Solar roof panels and outdoor solar collection units will not be considered for approval by the Design Review Committee.

Design Review Applications:

Design Review applications (Property Improvement Requests) are available at the Master Association/District office or on the Farmington Woods website. The Design Review Committee meets on the 3rd Tuesday of each month, except December. Completed applications need to be received ten days prior to the scheduled meeting to be on that month's agenda. Applications must include contractor's name and contact information; detailed description and location of the proposed improvement, to include photos; building plans if applicable; materials list with manufacturer's brochures and color samples if applicable; \$25.00 application processing fee with checks made payable to FWMA. For questions regarding Design Review procedures and meetings, please contact the Master Association at (860)-673-6193, or refer to the written Design Review Guidelines.

**FARMINGTON WOODS MASTER ASSOCIATION
RULES and REGULATIONS**

Introduction

The Rules and Regulations govern conduct of owners, residents and members of the Farmington Woods Master Association. These rules run with the condominium units and membership in the Golf Club and each Owner, resident, member and their respective guests are obligated to adhere to them. Owners are therefore responsible for any violations and/or fines of renters and guests.

The purpose of the Rules and Regulations is to create reciprocal rights between the Owners, residents and members according to the Restated Declaration of Condominium and the By-laws. Such rules may be amended or rescinded or new rules may be adopted by the Executive Board, but only after owners have the opportunity to express comments following proper notice in accordance with the legal documents of the Master Association.

1. GENERAL ACTIVITIES

1.1 CONDUCT *Approved by M.A. Board 8/26/2024*

1.1.1 Nothing shall be conducted or allowed to be done in any Unit or on appurtenant Limited Common Elements or Common Elements which becomes an annoyance or nuisance.

1.1.2 Use of Common Elements and Other Property of Farmington Woods – The Common Elements, and those other properties managed by the Master Association shall be used only for the purposes for which they were designed. No person shall litter or commit waste on the Common Elements or such other property or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior including but not limited to obnoxious or lewd behavior, or acts of hostility or sexual innuendo on the Common Elements, Limited Common Elements or such other property which interferes with the enjoyment of such property by others.

1.1.3 Actions of Owners and Tenants Regarding Common Elements and Other Properties of Farmington Woods – No noxious, offensive, dangerous or unsafe activity may be carried on in the Common Elements or other property managed by the Master Association. No such activity may be carried on in any Unit which violates the Declaration or adversely affects the use or enjoyment of other Units or the Common Elements. Nothing may be done on such property, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants. No Unit Owner nor occupant shall make or permit any disturbing noises to be made by him or herself, his or her family, servants, employees, agents, visitors and licensees, nor do, nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owners nor occupants shall play or suffer to be played any musical instrument, electronic sound projection, or other noise making device at such a high volume or in such a manner that it will cause unreasonable disturbances to other Unit Owners or occupants.

To ensure the tranquility of the Farmington Woods community and the enjoyable use of Common areas and facilities, residents and guests shall:

1. Obey all safety rules as well as cease and desist unsafe activity when instructed by staff.
2. Conduct themselves so as not to jeopardize or interfere with the rights and privileges of other residents or guests.
3. Refrain from loud, profane, indecent or abusive language in public areas and when addressing other residents, association staff, Board members or guests.
4. Refrain from harassing or physically accosting any residents, guests, Association employees, contractors or the members of standing committees and members of the Master Association and District Boards.
5. Be held liable for any damage to, defacing of or misappropriation and/or unauthorized removal of any Association property.

Residents must comply with all posted signs and all applicable laws and regulations of the United States, the State of Connecticut, and all ordinances, rules and regulations of the Towns of Avon and Farmington. Residents are responsible for the conduct of their guests. Residents and/or guests violating any of the Farmington Woods rules will be asked to leave the area where the violation is occurring. Residents may be subject to discipline after notice and hearing. Disciplinary measures may include, but shall not be limited to, suspension of amenity use and/or monetary fines.

Unit owners and tenants must accompany their guests when using Farmington Woods amenities, which include but are not limited to golf, restaurant, pools, tennis and pickleball

1.1.4 Actions of Owners and Tenants Regarding Farmington Woods Employees and Outside Contractors- The Master Association, under the guidance of the Executive Board, has the exclusive authority to select, hire, contract with, direct, retain and replace all staff, employees, contractors and vendors for all activities including but not limited to administration, security and to maintain, repair, and replace portions of the Property for which funds of the Association are used or to be used.

Unit owners, occupants, their guests or invitees, shall treat the employees, contractors and vendors hired by the Master Association, with respect at all times. Any behavior which adversely interferes with employees, contractors or vendors or demeans them in any manner is a violation of our Code of Conduct, and is thereby subject to a notice, hearing, and/or fine. Unit owners are responsible for the actions of their guests, invitees and tenants, or invitees of tenants.

Should Unit Owners have suggestions, complaints or cautionary comments about work being done, the proper procedure to communicate to the Master Association is through the Master Association office (such as using the maintenance request process).

1.2 DOOR TO DOOR SOLICITATION

Door to door solicitation by anyone is prohibited.

1.3 NOISE *Approved by M.A. Board 5/28/2024*

The Farmington Woods condominium units are not sound proof. Unit occupants shall respect the rights of others to have quiet enjoyment of their premises by minimizing noise at all times, but especially between the hours from 10:00 p.m. to 7:00 a.m. Noise of a sufficient volume to constitute a nuisance or cause a disturbance to others in their Units or in the Common Elements and Limited Common Elements is prohibited.

Precautions must be taken to eliminate bothersome noises which may be heard within neighboring units, including but not limited to the following:

1. Televisions, radios, stereos, music producing devices and other instruments which may create noise must be turned down to a minimum volume as to be inaudible outside of the Unit between the hours from 10:00 p.m. to 7:00 a.m.
2. Running of washers, dryers, dishwashers, vacuums and other noise producing household appliances between the hours from 10:00 p.m. to 7:00 a.m.
3. Use of motorized tools between the hours from 10:00 p.m. to 7:00 a.m.
4. Conducting construction and home improvements outside of the hours mandated per Rule 1.10, Working Hours for Contractors & Home Improvement Projects.
5. Moving of furniture from 10 p.m. to 7 a.m.
6. Jumping/running/shouting, etc. inside of the unit and common hallways between the hours from 10:00 p.m. to 7:00 a.m.
7. Parties must be restricted to interior portions of the buildings with windows and doors closed, if necessary, between the hours from 10:00 p.m. to 7:00 a.m.
8. During all times of day, dogs must not be permitted to become a nuisance by excessive or unreasonable barking, howling, yelping or any other disturbance that is of a sufficient volume to reasonably interfere with other residents' right to peaceful enjoyment of their homes.
9. Vehicles with unmuffled engine noise or with modifications made to a vehicle's exhaust system or tail pipe that causes excessive or unusual noise are prohibited on any Limited Common Elements, Common Elements or the streets within or appurtenant to the property.
10. Revving and idling of vehicle engines is prohibited on any Limited Common Elements, Common Elements or the streets within or appurtenant to the property.

Exemptions to the Noise rules include, but are not limited to, the following:

1. Noise created by Farmington Woods property maintenance and Golf Course maintenance equipment, snow removal equipment and emergency equipment.
2. Noise created by emergency response vehicles, municipal vehicles and vehicles belonging to contractors or vendors who are performing a service for the Master Association or District.
3. Noise created by generator usage during an interruption of electrical service.
4. Any noise resulting from an emergency event. For purposes of this section, an emergency shall mean circumstances or conditions that threaten life, safety or personal property or the interruption of an essential service or utility.

1.4 HOME PROFESSIONAL PURSUITS

- a. Units may be used for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage, provided that the activities in the unit do not violate any other provision of the declaration, the bylaws or the rules and regulations.
- b. This rule shall constitute express written approval for such use and no further approval shall be required for such use.

1.5 PEDESTRIANS

1.5.1 Walkers and joggers shall use sidewalks wherever available. When not available individuals shall walk or jog in single file on the extreme left side of the street facing traffic.

1.5.2 During nighttime, walkers and joggers should wear reflective garments and/or carry a flashlight.

1.6 POSTING OF SIGNS ON COMMON ELEMENTS *Approved by M.A. Board 12/20/2021*

1.6 POSTING OF SIGNS

1.6.1 "For Sale", "For Rent" and other real estate signs shall not be posted or placed on or about the exterior of any unit or displayed in a window within the unit nor shall they be displayed on any part of the Common or Limited Common Elements.

1.6.2 "For Sale" signs shall not be posted on vehicles parked on any part of the Common or Limited Common Elements.

1.6.3 Commercial advertisements and signage shall not be posted or placed on any part of the Common or Limited Common Elements.

1.6.4 Home security signs are not permitted to be placed on Common or Limited Common Elements. Home security stickers may be placed only on window glass within the unit.

1.6.5 School graduation congratulatory signs may be posted in the Limited Common Element contiguous to the unit's front entrance. Such signs may not be posted sooner than two (2) weeks before the event and must be removed the day after the event. Signs must not exceed two (2) feet by three (3) feet in size. No more than two signs per unit are allowed. The display of any other type of community-related signage requires the express permission of the Farmington Woods Master Association. Signs may not impede the maintenance of common areas or present a potential safety issue to maintenance staff.

1.6.6 Displays for Candidates for Public or Association Office or Ballot Questions:

Signs either for or against candidates for public or association office or for or against public or association ballot issues may be displayed per CT law, provided:

- a. Signs must not exceed two (2) feet by three (3) feet in size.
- b. No more than two signs per unit are allowed.

- c. Signs may only be located in the windows of a unit or on balcony or deck railings, on a patio or within the unit's Limited Common Area allowance. Signs may not impede the maintenance of common areas or present a potential safety issue to maintenance staff.
- d. Signs must not contain comments on candidates' racial, religious or ethnic backgrounds nor violate any hate laws of the State of Connecticut or the United States.
- e. Signs may not be displayed sooner than two (2) weeks prior to the date of the public election or unit owner meeting at which the candidates or ballot questions will be voted upon, nor may signs be lighted artificially after dark.
- f. Signs must be removed by the unit owner the day after the election or unit owner meeting at which the votes are taken.

1.6.7 Posting of signs and notices at the entrances to Farmington Woods, to include on the gate arms, are prohibited except by the Master Association or District or as approved by the Master Association or District. Connecticut Water Company is permitted to post 8 ½ by 11 inch notices on the gatehouses to advise residents of water main flushings which affect the community.

1.6.8 No signs of any other type shall be placed on the Common or Limited Common Elements, or within a unit so as to be visible from the common area, without the permission of the Master Association or the District, or as directed by court order, such as for the foreclosure sale of a unit, or as directed by a federal, state or local agency, such as a building permit.

1.6.9 The General Manager may direct the removal of any sign at any time.

1.7 TRASH DISPOSAL *Approved by Master Association Board on 11/29/2021*

Trash, bulk waste and recyclable material shall not be placed out on Common Elements except on those regularly scheduled trash collection days (or the prior evening) or as arranged and approved by the Master Association.

Bulk, bagged or loose trash materials must never be left out on Common Elements and Limited Common Elements on weekends and holidays. Violation of this rule will be considered a Class C Violation, subject to a \$300.00 fine in addition to bulk trash pick-up maintenance fees beginning at \$50.00.

1.8 SKATES/SCOOTERS/SKATEBOARDS

Use of skateboards, roller skates or in-line skates, and scooters on the Common Elements is prohibited.

1.9 BICYCLE & TRICYCLE RIDING

1.9.1 Individuals on bicycles must ride with the flow of traffic on the right hand side of the road and obey state and local laws pertaining to bicycle riding and bicycle safety.

1.9.2 Bicycle riding is prohibited on the sidewalks and trails with the following exception: Children on tricycles or bicycles with training wheels must be accompanied by an adult when riding on the sidewalks and other common elements.

1.9.3 Adults responsible for children 15 years of age and younger old are strongly encouraged to instruct their children to wear safety helmets when riding bicycles within the community.

1.9.4 When two or more bicyclists are on the road, a single file line must be formed in order to provide a safe environment for the rider and the drivers in the community.

1.9.5 Bicyclists must show reflectors and a light on bicycles after dark. Reflective or light-colored clothing after dark is recommended.

1.10 WORKING HOURS FOR CONTRACTORS & HOME IMPROVEMENT PROJECTS

Except in an emergency situation, working hours for outside contractors and other tradesmen engaged by residents for the purpose of construction, renovation, repair, and/or other maintenance activity in their respective units, and for residents engaged in construction, renovation, repair and/or other home improvement activity on a do-it-yourself basis, are limited as follows:

Monday through Friday: 7:00 a.m. to 6:00 p.m. Saturday: 8:00 a.m. to 5:00 p.m.

No construction, renovation, repair, and/or other home improvement activity will be allowed on Sundays or the following Holidays; New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

For purposes of this section, an emergency shall mean circumstances or conditions that threaten life, safety or personal property or the interruption of an essential service or utility.

1.11 FEEDING WILDLIFE, WATERFOWL AND FERAL CATS *Approved by M.A. Board 5/30/2023*

- A. Feeding of wildlife and waterfowl is prohibited.
- B. Feeding of stray and feral cats is prohibited.

2. COMMON HALLWAYS OF FOUR-PLEX BUILDINGS

2.1.1 Nothing shall be stored in common hallway utility rooms (water heater closets and rear hallway areas) except as approved by the Operations Manager or his designee.

2.1.2 Nothing shall be stored or placed near the common hallway heaters.

2.1.3 Main and rear entry doors into the four-plex hallway shall be kept closed (except when entering and exiting) from November 1st through April 15th.

2.1.4 Tasteful furnishings and decorations as approved by all occupants of the four-plex building are permitted. If a dispute arises, the matter will be referred to the Design Review Committee whose decision will be final.

2.1.5 Smoking is prohibited within all common hallways and common water heater rooms located inside all 42 four-plex residential buildings.

3. CONDOMINIUM UNIT & LIMITED COMMON AREAS

3.1 ALTERATIONS

The Unit Owner shall not make any structural additions, alterations or improvements in or to a unit without prior written consent of the Master Association's Design Review Committee. See the Design Review Handbook for details.

3.2 ATTACHMENTS

3.2.1 There shall be no awning, canopy or shutter affixed to or placed upon the exterior walls, doors, roof or any part thereof, without the prior written consent of the Design Review Committee.

Awnings:

- A. Awnings will not be approved for an individual window or door.
- B. The location and installation of any awning must not adversely affect the view, sunlight or natural ventilation of adjacent units or buildings.
- C. All awnings approved by the Design Review Committee, other than retractable awnings, must be removed from November to April each year.
- D. 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 or his/her designee.
- E. Awnings shall be maintained in a neat and clean fashion and in good repair. It is the responsibility of each Unit Owner to keep awnings clean. If the awning is not clean and in good repair, a letter will be sent to the Unit Owner requiring that the awning be cleaned and repaired. The Unit Owner will have thirty (30) Days to respond to the Master Association and choose one of the following options:
 - i. Clean, repair, replace or remove the awning at the Unit Owner's expense
 - ii. Request that the Master Association remove the awning at the Unit Owner's expense.

If within the thirty-day period, the Unit Owner does not clean, repair, replace or remove the awning, or request that the Master Association remove it at the Unit Owner's expense, the Unit Owner will be fined the standard fine imposed for similar infractions until the Unit Owner complies with the letter. The Master Association may remove the awning and bill the Unit Owner for the cost of such removal.

3.2.2 Exterior antennas and satellite dishes are permitted provided the installation of these items meets the Design Review Committee Guidelines, Rules and Specifications and receive Design Review Committee approval in writing prior to installation if required.

3.2.3 Window or "through-the-wall" air conditioners are prohibited except in the tower of Fairfield model Units.

3.2.4 Extra layers or transparent material for insulation, either inside or outside a window or door, shall be framed clear glass or solid sheet plastic or acrylic only.

3.2.5 Bird Feeders and Bird Houses *Approved by M.A. Board 5/30/2023*

- A. Bird feeders and bird houses shall not be attached to decks, exterior walls, roofs or any part of the building. Feeders or houses on poles or trees must be placed so as not to cause a hazard, obstruct traffic on Limited Common Elements and Common Elements or interfere with grounds maintenance.
- B. Bird feeders, to include hummingbird feeders, must be removed from the Limited Common Elements and Common Elements from March 15th to November 30th.
- C. The owner is responsible for any unclean conditions or damage which may be caused by the bird feeder or bird house.
- D. Bird seed, corn and other food intended for wildlife must only be placed in standard bird feeders and not spread on the ground.

3.2.6 Flags, Flag Holders and Flag Brackets *Approved by M.A. Board 4/24/2023*

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.

3.2.7 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.

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 19 of the Design Review Handbook. Flags, other than the American flag or Connecticut State flag, are not allowed. Such flags may not be hung from any areas other than approved flag holders, flag brackets and flag poles.

The following items are strictly prohibited from view and/or placement 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.

a. 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: 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.

3.3 CARPETS ON DECKS AND OUTDOOR STAIRWAYS

Carpets covering wood floors, open decks, or wooden stairways to second floor units are not allowed. Any damage and wood decay as a result of violations of this rule is to be corrected at the Unit Owner's expense.

3.4 CONDITION

The occupant(s) of a Unit shall keep the Unit and any balcony, deck or patio, hallway and garage clean and free of debris and other unsightly, inappropriate objects or materials and maintain these areas in such a manner as to prevent them from becoming unsightly or unsafe by reason of accumulation of

material, rubbish or debris thereon. The Master Association may remove such objects at the Unit Owner's expense following appropriate notice of the violation and assessment of fines. Common areas outside the unit must be free of unsightly objects or materials. The Master Association may conduct periodic inspections of Common and Limited Common Elements (including garages) to assure compliance therewith. Prior notice will be given when access to the interior of a limited common element is required.

3.5 FIREWOOD STORAGE

3.5.1 Firewood shall not be placed on any Common Element. It should be neatly stacked in the Owner's garage, or under porches well out of sight of neighbors and the public.

3.5.2 Firewood may not be in contact with any wood surface including walls and floors. Allow a minimum of six (6) inches of airspace between stacked firewood and walls.

3.6 FIREPLACE USE *Approved by M.A. Board 3/25/2024*

3.6.1 Fireplaces installed in Farmington Woods units are for aesthetic purposes and not intended to heat the unit. The fireplace structure installed in Farmington Woods' units is not designed for super-heated materials (see Regulation 3.6.4). Alterations and additions to the fireplace, to include alternate sources of heating, must be approved by the Design Review Committee and town governing agencies.

3.6.2 The Master Association provides for fireplace and chimney inspections every three years. The cost of these inspections is borne by the Master Association. Any repair of the chimney above the fireplace flue is the responsibility of the Master Association. The Unit Owner is responsible for cleaning of the chimney flue as well as repair to the fireplace including fire brick. The chimney must be cleaned yearly if the fireplace is used to burn wood.

3.6.3 A fireplace found defective is not to be used until the defect is repaired. Violations of the above rules and regulations may result in a fine imposed by the Master Association.

3.6.4 Fireplaces in Farmington Woods are not designed for heating the unit. Except for kindling, the burning of wood scraps, scrap lumber and softwood is prohibited. Only use dry, seasoned hard firewood (oak, maple, birch, etc.) The use of lighter fluids and artificial logs is prohibited. The burning of paper and magazines is prohibited.

See also, Maintenance, Repair and Replacement Standards, item 8. Chimney Flues and Fireplaces, on page 13.

3.6.5 Install smoke and carbon monoxide detectors in the unit. Test alarms at least once a month to ensure they are working properly, and replace the batteries every six months. The detectors should be replaced at least every ten years. Keep a fire extinguisher within quick reach of your fireplace.

3.7 FLAMMABLE LIQUIDS

Gasoline, kerosene and other flammable liquids, in limited quantities, may be stored in garages, or basements but only in compliance with local fire codes.

3.8 GARAGES

3.8.1 Garages are restricted to use by the Unit Owner to whom it has been assigned as a Limited Common Element, for storage and as a parking space for motor vehicles, provided the use of such garage as a storage area and other miscellaneous uses consistent with the residential nature of the community does not prevent the parking of motor vehicles in said area. Any Unit Owner may lease the garage assigned to him to a non-owner resident of that Unit Owner's Unit, but only while that person remains a resident of that Unit, and no garage may be owned by any person who is not a Unit Owner. No garage or outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

3.8.2 Garage doors shall be closed at all times except during times of entry or exit.

3.8.3 Garages shall be kept clean and free of any real or potential hazards including but not limited to fire at all times.

3.9 HEATING – ALTERNATE METHODS *Approved by M.A. Board 3/25/2024*

3.9.1 Kerosene heaters are strictly prohibited by the Master Association as well as the Fire Marshals of Avon and Farmington.

3.9.2 A Unit Owner contemplating the installation of a pellet stove, gas log insert, or other heating change within the interior of the unit, must file an alterations application and obtain approval from the Master Association's Design Review Committee and applicable town governing agencies.

3.10 KEYS – AUTHORIZED ENTRY INTO A UNIT

3.10.1 It is suggested that each Unit Owner leave a key to the unit at the West Avon Road entrance gatehouse. Keys are locked in a cabinet and are released only for emergency use or as authorized by the resident in writing.

3.10.2 Any damage caused by entering a Unit in the case of an emergency is the Owner's responsibility if a key is not filed at the gatehouse.

3.10.3 Keys will be released to others only upon prior written authorization of the owner. Authorization cards are available at the West Avon Road entrance.

3.11 OCCUPANCY

3.11.1 Each unit is restricted to single family residential use as defined in the Declaration of Condominium.

3.11.2 The rental of rooms or subdivision of space within a Unit is prohibited.

3.11.3 Nothing shall be done or kept by any Unit Owner which will pose a hazard and increase the rate of insurance on any Unit and Common Elements or endanger the structural integrity of any building or structure.

3.12 OPEN HOUSES

3.12.1 Open houses for purpose of selling or renting condominium Units are not permitted.

3.12.2 Sales of any kind to which the general public is invited are prohibited

3.13 OUTDOOR COOKING, OPEN FIRE AND GAS-FIRED DEVICES *Approved by M.A. Board 11/27/2023*

3.13.1 No open fire or flame, fire pit/table (wood or gas powered), patio heater, chiminea, torch, charcoal grill, charcoal or wood pellet_smoker or liquid fire starter shall be permitted. Gas and electric outdoor cooking grills shall not constitute an open fire or flame, but must be used in accordance with the provisions of paragraphs 3.13.2 below.

3.13.2 Cooking outdoors is prohibited under balconies, under decks, under awnings, and in garages. When cooking outdoors (covered or uncovered), a 10ft clearance must be kept from condominium building_exterior walls in 4-plex style buildings. A 5ft clearance from condominium building exterior walls is required for all other building types. The user is expected to comply with all applicable state and local codes and ordinances regarding the operation of outdoor grills in single or multi-family residences, respectively.

3.13.3 In 4-plex style buildings, all outdoor cooking grills must be removed from and kept off wooden decks, balconies and porches nor stored on wooden decks including wooden decks that are at ground level.

3.13.4 Repair of damage caused by outdoor cooking is the responsibility of the Unit Owner to cover the first \$15,000 similar to any type of property loss for which the master insurance policy is responsible.

3.14 RENTAL OF UNITS

3.14.1 No Unit Owner may enter into and/or renew any lease for any Unit for a period less than six (6) months. (See Declaration, Article XVIII Section 4.)

3.14.2 The Master Association may require the Unit Owner of each Unit to furnish it with current information concerning all of the permanent occupants of the Unit including, but not limited to, Unit Owners, tenants, and other persons occupying the Unit with the consent of the Unit Owner, and the members of their respective households. The information may include, but is not limited to, the names and contact information for each occupant and the descriptions and marker number of any motor vehicles used by such occupant which is brought into the Common Interest Community. The Executive Board may require this information to be updated at regular intervals or whenever there is a change in the occupants of the Unit, or both.

3.14.3 The Master Association may, from time to time, at its discretion, furnish to new or existing occupants of Units, or both, information concerning the requirements of the condominium Documents, the Common Interest Ownership Act and other applicable laws, ordinances and regulations as they apply to such occupants. These requirements nevertheless apply to all occupants of the Units, whether or not the Master Association furnishes such information to them. This information may include, but is not limited to, restrictions on the use of and on activities within the Units and the Common Elements contained in the Declaration, the Bylaws and the Rules; the application of the Documents and the Act to all Unit Owners, tenants, and occupants of Units; and the power of the Master Association to enforce the provisions of the Documents and Act against Unit owners, tenants, and other occupants of Units pursuant to Article XXII, Sections 1 and 3 of the Declaration and Section 47-278 and Subsection 47-244(d) of the Act.

3.15 STORAGE An attic or truss area above Units and garages not designed as living space shall not be used for storage of heavy items that either singularly or collectively may create stress on the structure which can result in damage as well as pose a possible fire hazard.

3.16 WINTER CARE

3.16.1 During cold-weather months, Unit Owners and occupants shall at all times maintain a temperature of at least fifty-five (55) degrees or a temperature suitable to prevent freezing of water lines within the Unit.

3.16.2 The Master Association assumes no responsibility for damage resulting from frozen pipes in Units left inadequately heated or inadequately winterized during cold-weather months.

3.16.3 Hoses must be disconnected from outside water faucets from November 1st through April 15th to avoid pipe breakage due to freezing.

4. PETS

4.1 Number of Pets - No more than one dog, or two cats that do not go out of doors, or one dog and one cat that does not go out of doors, may be kept in any one Unit. The presence of more than one dog in a Unit adversely affects the use and enjoyment of other Units and the Common Elements by other Unit Owners and residents.

4.2 Pet Registration - All residents must register their pets with the Master Association within two weeks of moving into Farmington Woods or of obtaining a pet. Registration is done by the completion of a Pet Permit Agreement. Pet owners must immediately notify the Master Association of any changes to the Pet Permit Agreement or pet ownership (upon pet's death or no longer owning the pet). Pet Permit Agreements for dogs over 6 months of age will not be accepted unless the pet owner produces a current copy of the license issued by the town of residency. Such agreements may be revoked and the Executive Board may require the permanent removal of any pet, if such pet is determined by the Board to be a danger to the community and its residents because the pet exhibits aggressive or other dangerous or potentially dangerous behavior. Pet Permit Agreements may also be revoked for any pet that causes or creates a nuisance or makes noise continuously and/or incessantly to the disturbance of any person at any time of day or night. If necessary, such pet may be removed from the property at the resident's expense.

4.3 Damage or Injury Caused by Pets - Pet owners are responsible for any damage or injury caused by their pets. Unit owners and tenants are responsible for compliance with the Pet Rules and any fines levied for the violation of such rules by themselves, their family members, visitors, and all occupants of their unit. The pets of guests who visit their unit are subject to the same restrictions as resident pets. No pet of a guest can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the Master Association.

4.4 Leash Laws - Pets are not allowed to roam physically unrestrained on the Common or Limited Common Elements. When out of doors, pets must be under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier. Dogs must be kept and controlled on a leash so that dogs do not have the ability to jump up on people or dogs nearby. At no time may a pet be tethered out of doors on the Common or Limited

Common Elements. Pets must not be left unattended on patios, decks or porches. Any pet allowed to roam on the Common Elements may be trapped and transported to an animal shelter. All expenses associated with such action shall be charged to a subsequently identifiable resident owner.

4.5 Disposal of Pet Waste - Dog waste has become an increasing problem at Farmington Woods and it is required that pet owners collect and dispose of this waste in a proper manner. Dog owners must keep the common areas and limited common areas surrounding their unit free of their pet's waste. When walking dogs, every attempt should be made to respect the efforts of residents (or M.A. staff) to beautify the Common and Limited Common Elements throughout Farmington Woods including flowers, shrubs and grass. Where possible, dogs should be directed to unlandscaped or "rough" areas for the purpose of relieving themselves, especially upon the request of another resident. Dog waste must not be disposed of in the ponds and waterways of Farmington Woods.

4.6 Pet-Restricted Areas - Pets, except for seeing eye dogs and other service animals, whether leashed or carried, are not allowed on the golf course, within the tennis courts, within the platform tennis courts, inside the swimming pool areas, in the Master Association Office or in the Clubhouse. Failure to comply with these rules and regulations may result in the assessment of fines pursuant to the legal documents of the Master Association.

4.7 Service Animals - Seeing eye dogs and other service animals serving as physical aids to persons with disabilities will be permitted in the Units and Common Elements, notwithstanding the other provisions of these Rules, provided that such service animals have been trained or provided by an agency or service qualified to provide or train such animals.

5. VEHICLES & THE USE OF ROADS, DRIVEWAYS AND PARKING LOTS

5.1 VEHICLES

5.1.1 No vehicles without a current and valid state registration and Farmington Woods sticker or pass (as described in section 5.2.2), inoperable vehicles, commercial vehicles*, trailers, campers, transport and delivery vans, recreational vehicles, golf carts, boats, jet skis, snow mobiles, off-road vehicles, all-terrain vehicles or any vehicle for hire to carry passengers to include vehicles having livery registration or any vehicle displaying advertising or signage of any kind (other than emblems representing the vehicle manufacturer) shall be parked or stored on any of the Common Elements and Limited Common Elements nor parked on any of the streets within or appurtenant to the Limited Common Elements by Unit Owners, guests, lessees or other occupants of the units except vehicles owned by the Master Association and District or vehicles belonging to repairmen or contractors who are performing a service during daytime hours or emergency work after hours.

In addition, no vehicle that exceeds 22 feet in length, 7 feet in overall width, as measured across the widest part of the vehicle, or 84 inches in height measured from the ground to the highest part of the vehicle (excluding antennas and lights) and no vehicle that is not a private passenger vehicle, designed for normal personal transportation, shall be parked, kept, placed or maintained within Farmington Woods except when parked within a garage and obscured from view.

*For purposes of Rule 5. Vehicles & The Use of Roads, Driveways and Parking Lots, the term "commercial vehicles" is defined as follows:

- Vehicles with state commercial vehicle registrations.
- Vehicles with more than two axles (one axle per each pair of wheels), to include flatbed trucks, stake body trucks, dump trucks, tow trucks, tractor-trailer rigs, etc.
- Vehicles that display the name of a business or other commercial enterprise or employer, advertising or any type of signage except for passenger vehicles with government designations such as municipal inspectors, police, fire, etc.
- Vehicles that carry commercial equipment, tools, cargo or materials related to a business and normally used for commercial purposes which are visible from outside the vehicle such as construction equipment or materials, plumbing equipment or materials, landscape equipment or materials, snow removal materials or equipment, etc.

5.1.2 No vehicle with unmuffled engine noise, or the revving of the engine of any vehicle is permitted on any Limited Common Elements, Common Elements or the streets within or appurtenant to the property.

5.1.3 Notwithstanding the above, passenger vehicles without current and valid state registrations and inoperative passenger vehicles may be stored within garages, so long as this will not displace another passenger vehicle and cause the same to be stored outside of the garage.

5.1.4 Except for bona fide emergencies, no repair or extraordinary maintenance of automobiles or other vehicles shall be carried out on any Limited Common Elements, Common Elements or the streets within or appurtenant to the property.

5.1.5 Except for vehicles operated by the Master Association and the District for maintenance purposes, all motor vehicles used or parked on the property shall have a current state registration, and shall be properly equipped and in operating condition for safe travel on the public highways of the state.

5.1.6 Motor vehicles shall not be disassembled, repaired, rebuilt, painted or constructed outside of garages.

5.1.7 There shall be no posting of "For Sale" signs on or within any vehicle that is parked on any Common or Limited Common Element.

5.2 VEHICLE IDENTIFICATION POLICY

5.2.1 A vehicle shall not be operated on Farmington Woods property without displaying a current authorized resident, non-resident golfer or employee windshield sticker, or visitor or employee pass.

5.2.2 Types of Identification and to Whom Issued:

A) A fixed windshield sticker will be issued to the following upon presentation of a valid state automobile registration: (Persons using leased or company owned vehicles will complete an affidavit certifying that such vehicle is for their principal use.)

1. Bona Fide resident Owner and non-resident Owner **(Maximum 4 stickers per unit)**
2. Resident tenant with a minimum 1 year lease.
3. Non-resident members of the Golf Club.

4. Full time employees of the Master Association.

Stickers will be of three different designs, one for residents, one for non-resident golfers and one for full time employees. Stickers shall be affixed to the windshield immediately after issuance. Lost stickers, that were not affixed to the windshield, will require a \$10.00 fee for replacement.

- B) A card pass, good for six (6) months and required to be displayed upon the dashboard at all times while the vehicle is in the complex, will be issued by the Master Association office to the following:
1. Resident tenants whose lease is less than one (1) year.
 2. Persons identified as cohabiters and house guests of longer than two (2) weeks duration. (The unit owner will complete an affidavit that the persons seeking the pass are not a sub-lessee of the unit.)
 3. Nurses, housemaids, house sitters, etc., who are deemed to be of a “permanent” nature.
 4. Seasonal employees of the Master Association.
- C) Temporary passes will be issued at the West Avon Road guardhouse to the following:
1. Authorized visitors of no longer than one (1) week duration. (May be reissued for an additional week.)
 2. Contractors/workman not within the classification of “D” below.
- D) Full time contractors, having business on a regular basis in the complex, will be issued a code number that they will give to the Gate Attendant upon entering. (The code is given via the intercom at the Lovely Street gate.) The Gate Attendant will check this number against a master list that identifies the company, give the expiration date of the code, if any, and the hours which the company is permitted to be on the premises.

5.2.3 Lovely Street Gate Access Cards or Proximity Passes – Gate access devices will be issued to the following:

1. All persons authorized to receive windshield stickers.
2. Holders of six (6) month passes.

5.2.4 Control – Periodic audits at both gates will be performed, checking the validity of stickers, passes and gate cards. The Farmington Woods Executive Board will, at their discretion, require new stickers and passes to be issued to offset the effect of people who leave, but still maintain their sticker and the cars that are traded without the sticker being removed.

5.2.5 No Tailgating - For each access card or proximity pass registered through the reader, only one vehicle may proceed through the gate at the Lovely Street entrance.

5.3 PARKING *Approved by M.A. Board 2/28/2022*

Unit owners, residents, golf club members and their respective guests, contractors and vendors are obligated to comply with the parking rules. Emergency response vehicles, municipal vehicles, vehicles owned by the Master Association and District and vehicles belonging to contractors or vendors who are performing a service for the Master Association or District are exempt from the parking rules.

Temporary exceptions to the parking rules for contractors and vendors performing a service for unit owners or residents (to include moving trucks and the temporary placement of pods) must receive approval of the General Manager or designee, except in an emergency situation. Vehicles receiving a temporary parking exemption or performing a residential service in an emergency situation must avoid blocking access to fire hydrants, fire lanes, garages, entryways, walkways, mailboxes and trash containers. For purposes of this section, an emergency shall mean circumstances or conditions that threaten life, safety or personal property or the interruption of an essential service or utility.

5.3.1 On-street parking is not allowed. Any temporary exceptions must receive approval of the General Manager or his designee.

5.3.2 Parking of any vehicle is prohibited on common and limited common elements that are not designated for parking, including, but not limited to, in front of or in any way blocking access to fire hydrants, fire lanes, entryways, walkways, mailboxes and trash containers and on grassy and landscaped surfaces. Any parked vehicle constituting an immediate safety hazard will be towed at the owner's expense.

5.3.3 Designated parking spaces are those paved areas in the common elements which are designated by painted stripes on the asphalt surface. Vehicles must be parked within the spaces provided and in such a manner as to not obstruct other parking spaces or impede access. No vehicle may occupy more than one parking space or double park another vehicle. No vehicle may be parked in the direction opposite to the normal flow of traffic.

5.3.4 No vehicle may be parked in a manner that blocks access for other residents entering and exiting their designated garages. Parking of any vehicle is prohibited in front of detached multi-bay garages and in front of garages that do not have a limited common element driveway. Paved areas in front of garages that are not of a length to fit a vehicle without obstructing traffic are not designated parked spots.

5.3.5 No vehicle may be stored or left immobile in any open parking area for any period of time in excess of fourteen consecutive days. Any vehicle that is left immobile in an open parking area for a period in excess of fourteen consecutive days will be ticketed and fined on a daily basis and may be towed and stored off site at the Owner's expense after reasonable efforts are made to contact the person to whom the vehicle is registered.

5.3.6 Parking for periods in excess of fourteen consecutive days, due to extenuating circumstances or for just cause, requires the advance permission of the Master Association. The Master Association, in its discretion, may issue an exemption to allow for the extended parking of a passenger vehicle in a designated parking area.

5.3.7 Parking of Trucks and Vans:

A). Trucks, vans or any other vehicle that maintains commercial or livery registration or displays commercial information or signage may not be stored or parked on any of the Limited Common Elements nor parked on any of the streets or appurtenant to the Limited Common Elements by Unit Owners, guests, lessees or other occupants of the units.

B). In addition, no vehicle that exceeds 22 feet in length, 7 feet in overall width, as measured across the widest part of the vehicle, or 84 inches in height measured from the ground to the highest part

of the vehicle (excluding antennas and lights) and no vehicle that a person uses to conduct business that is not a private passenger vehicle designed for normal personal transportation, shall be parked, kept, placed or maintained within Farmington Woods except when parked within a garage and obscured from view.

- C). No flat bed or stake body trucks shall be allowed to be parked in Farmington Woods except as provided by these Rules and Regulations and as sanctioned by the General Manager.
- D). No vehicle which contains commercial equipment, materials, tool boxes or after-market truck or van ladder racks shall be allowed to be parked except vehicles owned by the Master Association and District or vehicles belonging to repairmen or contractors who are performing a service during daytime hours or emergency work after hours. (Please refer to Rule 5.1.1.)

5.3.8 All vehicles when visibly parked must adhere to the regulations noted in this section as well as be maintained in appearance and be in general operable condition without flat tires, broken windows, dirt and debris, rust accumulation, or otherwise in a condition which is inconsistent with the aesthetics and general condition of Farmington Woods as a residential community as determined from time to time by the Executive Board.

5.3.9 No temporary or permanent sign shall be placed in or on a vehicle when parked in Farmington Woods except as allowed above in a garage obscured from view.

5.3.10 The Farmington Woods Covenants Committee, in its discretion, may recommend to the Executive Board the approval of written exemptions from the vehicle rules for vehicles that (1) are not an eyesore or do not detract from the appearance of Farmington Woods or (2) serve a public purpose. Even if a vehicle is exempted from this rule, however, it cannot be parked in such a way as to obstruct the free flow of traffic or other residents from parking in the available parking spaces.

5.3.11 The Executive Board shall have the authority to adopt standards which it shall deem appropriate and shall have the authority, as provided herein, to enforce such as it may deem appropriate including among other things by considering any violation a nuisance, in its sole discretion.

5.3.12 **Vehicle Towing Policy** *Approved by M.A. Board 3/27/2023*

The Farmington Woods Master Association reserves the right to tow vehicles in violation of the vehicle and parking rules as stated in section 5. Vehicles & the Use of Roads, Driveways and Parking Lots. Unit Owners and residents are responsible for the actions of their tenants, guests, visitors and contractors with regard to this policy.

When a vehicle is parked in violation of the parking rules, the Master Association may (1) ticket the vehicle; or (2) place a warning notice directly on the vehicle. The warning notice placed directly on the vehicle shall be a final notice that the vehicle in violation will be towed if it is not removed from Farmington Woods within seventy-two (72) hours of the warning.

Vehicles shall be subject to towing at the vehicle owner's cost and expense under the following conditions:

1. Parking fines assessed against a unit have exceeded a total of \$5,000 during any consecutive 12 months, per Rule 7.7 Rule Violation Fine Schedule, and such action has not remedied the violation.

2. Any vehicle parked so as to obstruct the passage, ingress or egress of any emergency vehicle.
3. Any unattended vehicle parked in the entrance or exit lanes of the West Avon Road or Lovely Street gates that obstructs the passage, ingress or egress of vehicles.
4. Any vehicle that has been identified to be in violation of the parking rules by the placement of a warning notice directly on the vehicle. Such notice shall be a final notice, informing the vehicle's owner that the vehicle will be towed if it is not removed from Farmington Woods property within seventy-two (72) hours of the warning. Warning notices of imminent towing shall be issued for the following, but not limited to, parking violations:
 - a. Any motor vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, are removed, damaged or destroyed, or has a deteriorated body condition or missing exterior body portions, shall be deemed to be a junk or derelict vehicle, regardless of the display of valid state license/registration or Farmington Woods vehicle sticker or visitor's pass, and will be subject to towing at the vehicle owner's cost and expense.
 - b. Any vehicle, the owner of which cannot be identified and/or located, shall be deemed an abandoned vehicle. The Master Association shall make reasonable efforts to contact the person to whom the vehicle is registered, subject to the vehicle being properly registered with the Master Association office and displaying a valid Farmington Woods windshield sticker or visitor's pass.
 - c. Trailers (except for those owned by the Master Association and District or belonging to repairmen or contractors who are performing a service during daytime hours or emergency work after hours); campers, recreational vehicles, boats, jet skis, snow mobiles, off-road vehicles and all-terrain vehicles as stated in Rule 5.1.1.

Charges for towing are regulated by the Connecticut Department of Motor Vehicles and charges at Farmington Woods will conform to these regulations. The current charges allowed by the Connecticut Department of Motor Vehicles for towing are \$105.00 base charge for a light-duty tow; \$240.00 per hour for a medium-duty tow; and \$390.00 per hour for a heavy-duty tow. All tows will have an added charge of \$4.75 per mile, and a storage fee of \$26.00 per day. In addition to any towing or storage charges by the towing company, the Unit Owner responsible for the vehicle may be subject to a parking fine assessed against their unit of \$100.00 for each day that the violation continues, not to exceed a total of \$5,000 during any consecutive 12 months, as stated in Rule 7.7, Rule Violation Fine Schedule. In addition, if the Association is required to pay the towing charges and/or any associated administrative fees because a Unit Owner refuses to do so, those charges shall be assessed against the Unit Owner and collected as an additional common charge pursuant to the Declaration.

If a vehicle is improperly parked on association property or in any other way in violation of the rules of the association, either the General Manager, Operations Manager or designee should be contacted. The towing company will not tow without proper authorization. The General Manager, Operations Manager or designee are authorized to contact the towing company. The Association has arranged with Farmington Motor Sports of Farmington, Connecticut, to provide the towing service. If you suspect your vehicle has been towed for a parking violation, contact Farmington Motor Sports at (860) 677-9074.

5.4 TRAFFIC

5.4.1 The personal safety of Farmington Woods residents is of prime concern to the Master Association. A twenty (20) mile per hour speed limit, stop signs and speed bumps have been established or installed for the protection of walkers, joggers, golfers, leashed animals, maintenance personnel and motorists. The speed limit within Farmington Woods is randomly enforced by radar. Other traffic safety rules, such as coming to a complete stop at stop signs are also randomly enforced.

5.4.2 Passing of moving motor vehicles is prohibited within Farmington Woods. The only exception is the passing of slow moving maintenance type vehicles and golf carts.

5.4.3 Walkers and joggers should wear reflective garments or carry a flashlight after dark and must at all times, walk or jog on the left side of the street facing traffic. Bicycle riders must ride with the motor vehicle traffic on the right.

5.4.4 Traffic law violations will result in the issuance of a warning. This warning will be followed by a fine if the violation is repeated.

5.4.5 Be aware that the Avon and Farmington Police have authority over speeders and trespassers within each town's jurisdiction.

5.4.6 All vehicles must come to a complete stop at stop signs and obey all signs posted by Farmington Woods, the Town of Avon and the Town of Farmington.

5.5 WASHING

Cars may be washed with clear water and biodegradable detergents only. Use of regular detergents is prohibited in order to minimize degradation of the pond environment which would result if detergents were to flow into the storm sewage system which ultimately empty into the community ponds.

6. RECREATIONAL AREAS

6.1 GENERAL

Recreational facilities are provided for the use of Farmington Woods Owners, residents and their guests only. All such users of these facilities must comply with common rules of safety and other requirements stated herein.

6.2 FARMINGTON WOODS GOLF CLUB RULES AND REGULATIONS

6.2.1 Farmington Woods Golf Club rules are promulgated by the Master Association, published by the Golf Committee, and must be observed by all players. Current rules are available from the Golf Professional.

6.2.2 Upon payment of the applicable greens fees, residents and Owners who are not members of the Golf Club may only use the course on Mondays after 8:00 A.M. provided there is no scheduled event as well as Sundays after 3:00 P.M. depending upon available Tee Times. Arrangements must be made by calling the Pro Shop (860-673-0062) on Saturday afternoon after 12:00 P.M.

6.2.3 All non-Golf Club residents utilizing golf privileges on Mondays and after 3:00 P.M. on Sundays must adhere to the rules and regulations of the Club.

6.2.4 Golf Club Membership

- A). Farmington Woods Golf Club is a private club available to members only upon payment of onetime initiation fees and annual dues.
- B). Inquiries regarding membership in the Golf Club may be obtained by calling the Pro Shop located in the Clubhouse at 860-673-0062 or the Master Association/District office at 860-673-6193. Different membership categories are available.
- C). Residents who are interested in applying for regular membership may write to:
Membership Chairman, Golf Committee, Farmington Woods Master Association, P.O. Box 279, Unionville, CT 06085.

6.2.5 Rules and Regulations Governing the use of the Golf Course by Residents and Guests

Approved by M.A. Board on 11/27/2023

- A). No dogs, cats or other pets, leashed or unleashed, are allowed on the Golf Course at any time.
- B). No runners, joggers or walkers are permitted on the Golf Course or paved cart paths at any time except when there is a snow cover of six inches or more.
- C). No wheeled vehicles, other than golf carts and maintenance equipment are allowed on the Golf Course at any time. This includes, but is not limited to, bicycles, all-terrain vehicles (ATVs), snow mobiles, etc.
- D). Fishing from ponds located on Golf Course property at holes #4, #13, #14, #15, or #18, is not allowed at any time.
- E). The Golf Course is not to be used for other activities such as ball games, frisbee tossing and the like.
- F). Resident non-members of the Golf Club are not permitted to play golf except at the special times provided. For information, contact the Pro Shop at (860)-673-0062 or the Master Association Office at (860)-673-6193.
- G). Winter sports are permitted on any portion of the Golf Course during the winter months when there is a snow cover of six inches or more, except over greens, tees and through sand traps. The white "out-of-bounds" stakes have been posted with the approval of the Master Association, and are not to be moved by individual owners.

6.3 CLUBHOUSE FACILITY

6.3.1 All activities and events at the Clubhouse must be scheduled by calling the Clubhouse Manager at 860-673-2419.

6.3.2 The hours during which the Clubhouse is open, shall be determined by the Master Association. No unauthorized persons or residents are allowed in the building during times other than those posted. Master Association personnel are not at liberty to dispense keys for the building.

- 6.3.3 Complaints regarding personnel who work at the Clubhouse shall be made to the Master Association's General Manager not directly to employees.
- 6.3.4 Rental of the Clubhouse shall be determined by the Master Association's Clubhouse Manager or General Manager. Subject to the exceptions contained herein, the Clubhouse and adjoining property and facilities are for the exclusive use of Farmington Woods Unit Owners, residents, non-resident members of the Farmington Woods Golf Club and guests, all of whom are required to abide by the rules regulating the use of the Clubhouse and its facilities. Upon approval and sponsorship by the Master Association, non-residents and non-members may rent the premises for private parties.
- 6.3.5 Parking is confined to the parking spaces that are outlined. Any car illegally parked in handicapped, fire lanes or no parking zones will be ticketed and fined by the authority of the Master Association.
- 6.3.6 Each member is responsible for the registration of his or her guest(s). The Guest Register must be signed and dated upon every guest visit to the Restaurant, Pub, North or South Lounge, including special functions where liquor might be served.
- 6.3.7 Spiked golf shoes may not be worn in the north and south lounges of the Clubhouse and the entrance hall.
- 6.3.8 Solicitation will not be permitted. No petitions shall be circulated and no private parties may exhibit articles for sale in the Clubhouse without specific approval of the Master Association.
- 6.3.9 Signs are not to be affixed to the Clubhouse walls by unauthorized individuals, and no pictures or plaques are to be hung in the Clubhouse without permission from the Clubhouse Committee.
- 6.3.10 Music is not permitted in any area outside of the Clubhouse without permission from the Clubhouse Committee.
- 6.3.11 Food and beverages which are not purchased at the Farmington Woods Restaurant may not be brought into the Clubhouse and/or onto any Clubhouse deck area except as expressly permitted by the Master Association's Executive Board.
- 6.3.12 Clubhouse furniture, interior decorations or other property may not be removed or borrowed from the premises.
- 6.3.13 Pets, with the exception of seeing eye dogs, are prohibited inside the Clubhouse and any on adjoining property.
- 6.3.14 Bicycles and power driven vehicles, with the exception of golf carts and maintenance equipment, are restricted to the Clubhouse entrance road and parking lots only.
- 6.3.15 Each individual must observe and respect all posted signs. Each individual has the responsibility to keep all Clubhouse property free of litter.
- 6.3.16 The serving of alcoholic beverages must always be in accordance with existing Connecticut Statutes and Regulations of the liquor commission.
- 6.3.17 All types of smoking are prohibited throughout the interior of the Clubhouse building.

6.3.18 Clubhouse Dress Codes

Casual dress is acceptable, not only in the Pub/Patio, but also in the Dining Room, with the following exceptions:

- No bare feet, bare midriffs, no tank tops, and no short shorts (Bermuda length shorts are quite acceptable in the Pub/Patio area.
- No cut-offs, bib overalls, work-type blue jeans, ripped jeans with holes, low rise or urban baggy jeans. Dress jeans are acceptable.
- Men's shirts should adhere to golf course policy, i.e. with collars, or other higher neck design (no tee shirts).
- Caps are acceptable in the Pub/Patio, but not in the Dining Room.
- The selection of slightly nicer clothing when dining in the Dining Room would be appreciated by others enjoying the dining experience there.

6.4 PLATFORM TENNIS RULES AND REGULATIONS

6.4.1 Court Location/Hours of Play- Heritage Courts - Dawn until 10:00pm.

The court is provided with lighting for evening play. The switches are located in the box by the upper courts.

6.4.2 Eligibility

- Farmington Woods residents and their guests.
- Residents must accompany guests on the court.
- Children under the age of 14 require adult supervision.

6.4.3 Safety

- Residents and their guests play at their own risk.
- It is the responsibility of the players to ensure that the courts are dry and clear enough for safe play.
 - Only a broom or the rubber/Teflon edged shovel provided at the court may be used for snow and ice removal. Scraping with any other implement may damage the special surface.
 - Ice or frost on the walkway only should be melted with calcium chloride pellets provided in the cabinet at the end of the passage between the two courts. Usage on the court will damage the surface.
 - The propane heater may also be used to melt snow or ice before the game. It is not to be used throughout play.
 - All residues of snow and ice should be pushed off the Platform Tennis court through the snow gates surrounding the court.
- No glass is permitted on the courts.
- Running shoes are not permitted as the heavy tread can lead to injury when trying to pivot on the court surface.
- Individuals under the influence of alcohol or narcotics are not permitted on the courts.
- No animals, leashed or unleashed are permitted on the courts at any time.
- The platform tennis courts are intended for platform tennis only and may not be used for any other purpose.

- Long pants and long-sleeved garments are recommended to prevent abrasions as a result of falling on the court or hitting the fence with elbows during play.

6.4.4 Security

- Padlocks: The courts are locked to prevent access by non-residents who are not guests. The combination to the locks can be learned at the Management office.
- From time to time it may be necessary to ask players for proof of their eligibility. Either a photo ID with a Farmington Woods address or a pool/tennis bracelet will suffice.

6.4.5 Court time

- Reservations – Weekly sign-up sheets are posted at the central tennis bulletin board at Heritage Courts.
 - Sign -in: In order to ensure that the players fulfill the eligibility requirements, it is necessary to sign in on the sheets provided with the name, address and telephone number of the reserving player.
 - Any resident may reserve a court for one hour of play by signing in any unreserved time no earlier than 48 hrs. in advance.
 - Reservations are invalid unless claimed with five minutes of the time reserved.
- Unreserved Play
 - Residents must still sign-in for non-reserved time. This provides the usage statistics needed to ensure that court maintenance is commensurate with its use.
 - Residents may play on an unoccupied court without a reservation until someone with a valid reservation arrives.
- Cancellations – A player’s name must be crossed off the sign-up sheet if there is a change in plans so that the court may be reserved by other players.
- Cost: The cost of maintenance and usage of the platform tennis courts is included in the Homeowners monthly fee. A nominal charge may be made for special programs, such as clinics, round-robins or competitive tournaments. Such events are publicized and court time is reserved.
- With the exception of special programs, there shall be no more than four players on a court.

6.4.6 Platform Tennis Rules/Etiquette

In accordance with Section 1 GENERAL ACTIVITIES, 1.1 Conduct 1.1.2 Use of Common Elements and Other Property of Farmington Woods: “No person shall litter or commit waste on the Common Elements or such other property or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior including but not limited to obnoxious or lewd behavior, or acts of hostility or sexual innuendo on the Common Elements, Limited Common Elements or such other property which interferes with the enjoyment of such property by others.”

- Serious players may wish to familiarize themselves with the specific rules of play and of etiquette proscribed by the American Platform Tennis Association available at www.platformtennis.org.
- Proper platform tennis attire is required, including:
 - Rubber-soled shoes, preferable sneakers
 - Sport pants
 - Sport shirts or tops

6.4.7 End of Play Procedures

- Replace brooms and shovels.
- Dispose of litter in the receptacles provided on each court.
- Check that no personal belongings are left on the court.
- Ensure that lights and heater are turned off.
- Unless new players are standing by to take the court, re-lock the padlock.

6.5 SWIMMING POOL RULES AND REGULATIONS

6.5.1 All residents and guests are to sign in at the pool upon entry. All residents are required to display a pool pass issued by the Master Association. All guests must show a Master Association "Guest Pass". Use of the pool is restricted to Farmington Woods residents and their guests at their own risk. Entrance to the pool area is not allowed except during designated pool hours.

6.5.2 Pool Attendants have the authority to enforce pool rules and regulations. Residents and their guests are to respect this authority. Residents are responsible for the actions of their guests.

6.5.3 Children under fourteen years of age must be accompanied by an adult who will remain in the pool area at all times. Non-swimmers shall be accompanied in the pool at all times by an adult who will remain within arms-reach.

6.5.4 All persons shall bathe with warm water and soap before entering the pool each time.

6.5.5 Spitting, blowing the nose, or urinating in the pool is prohibited.

6.5.6 Any person known or suspected of having a communicable disease, intestinal disorder, skin disease, sore or inflamed eyes, colds, nasal or ear discharge, or wearing bandages shall not use the pool. (Patches for medical use are allowed.)

6.5.7 Running, boisterous or rough play is prohibited in the pool or pool area.

6.5.8 Standing, sitting or playing on pool stairs is prohibited.

6.5.9 Shouting or otherwise creating a disturbance is not permitted in or near the pool.

6.5.10 Food and beverages are allowed only in designated areas.

6.5.11 Glass is not allowed anywhere in the pool area.

6.5.12 Water toys, play items and other non-safety items are prohibited including, but not limited to, tubes, beach balls and frisbees. Flotation devices are not permitted unless they are Coast Guard approved personal flotation devices for non-swimmers, used as part of an organized class or activity, or for therapeutic purposes. The Pool Manager shall be the final authority on use of flotation devices.

6.5.13 Diving or jumping in the pools is not allowed.

6.5.14 Animals, leashed or unleashed, are not allowed in the pool or pool areas, with the exception of service animals.

6.5.15 Children who are not toilet trained and individuals who are incontinent must wear waterproof swim diapers.

6.5.16 Persons in the water must be attired in swimming apparel. No cut-offs, gym shorts, underwear or street clothes are allowed in the pool.

6.5.17 Reserving lounge chairs is prohibited when pools are crowded.

6.5.18 Use of sound-producing devices is prohibited unless accompanied by ear buds, headphones or like accessories. (Except during scheduled water aerobic/exercise sessions.)

6.5.19 No alcohol of any kind is permitted at any of the four pools at Farmington Woods.

6.5.20 Disrobing is not allowed except in dressing rooms.

6.5.21 The Master Association may designate certain pools and certain time periods during the day as appropriate for lap swimming and aerobics or other water exercise classes.

6.5.22 Pool hours will be determined by the Master Association. Hours will be posted at each pool and published in communication sources.

6.5.23 There shall be no smoking at any of the four pool areas in Farmington Woods.

6.6 TENNIS RULES

6.6.1 Court Location/Hours of Play

- 4 Heritage Courts - Dawn until 10:00pm. These courts are provided with lighting for evening play. The switches are located in the enclosure by the entry upper courts.

- 1 Mallard Court – Dawn until dusk
- 2 Guilford Courts – Dawn until dusk

6.6.2 Eligibility

- Farmington Woods residents and their guests.
- Residents must accompany their guests on the court.
- Children under the age of 12 require adult supervision.

6.6.3 Safety

- Residents and their guests play at their own risk.
- It is the responsibility of the players to ensure that the courts are dry and clear enough for safe play. Squeegees and brooms are provided on the courts for this purpose.
- No glass is permitted on the courts.
- Running shoes are not permitted as the heavy tread can lead to injury when pivoting on the court surface.
- Individuals under the influence of alcohol or narcotics are not permitted on the courts.
- No animals, leashed or unleashed are permitted on the courts at any time.
- The tennis courts are intended for tennis only and may not be used for any other purpose, including but not limited to in-line skating, roller skating, skateboarding and bicycle riding.

6.6.4 Security

- Padlocks: The courts are locked to prevent access by non-residents who are not guests. The combination to the locks can be obtained at the Management Office.
- From time to time it may be necessary to ask players for proof of their eligibility. Either a photo ID with a Farmington Woods address or a pool/tennis bracelet will suffice.

6.6.5 Court time

- Reservations – Weekly sign-up sheets are posted at the central tennis bulletin board at Heritage Courts, and inside the boxes at the entrances to the Guilford and Mallard Courts.
 - Residents must include their name, address and telephone number on the sign-up sheet to establish eligibility.

- Any resident may reserve a court for 1 ½ hours of play by signing in any unreserved time no earlier than 48 hrs. in advance.
- Reservations are invalid unless claimed with five minutes of the time reserved.
- Unreserved Play
 - Residents must still sign-in for non-reserved time. This provides the usage statistics needed to ensure that court maintenance is commensurate with its use.
 - Residents may play on any unoccupied court without a reservation until someone with a valid reservation arrives.
- Cancellations: A player's name must be crossed off the sign-up sheet if there is a change in plans so that the court may be reserved by other players.
- Cost: The cost of maintenance and usage of the tennis courts is included in the Homeowners monthly fee. A nominal charge may be made for special programs such as clinics, round-robins or competitive tournaments. Such events are publicized and court time is reserved.
- With the exception of special programs, there shall be no more than four players on a court.

6.6.6 Tennis Rules/Etiquette

In accordance with Section 1 GENERAL ACTIVITIES, 1.1 Conduct 1.1.2 Use of Common Elements and Other Property of Farmington Woods: "No person shall litter or commit waste on the Common Elements or such other property or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior including but not limited to obnoxious or lewd behavior, or acts of hostility or sexual innuendo on the Common Elements, Limited Common Elements or such other property that interferes with the enjoyment of such property by others."

- Courtesy and fair play are hallmarks of the game of tennis. Serious players may wish to familiarize themselves with the specific rules of play and of etiquette proscribed by the United States Tennis Association, and available at www.usta.org.
- Proper tennis attire is required, including:
 - Tennis shoes or smooth-soled sneakers
 - Sport shorts, skirts or pants
 - Sport shirts or tops

6.6.7 End of Play Procedures

- Re-hang squeegees and brooms on the fences so that they can dry properly.
- Dispose of dead balls/empty water bottles/litter in the receptacles provided on each court.
- Check to ensure that no personal belongings (e.g. visors, sunglasses, towels, tennis bags) are left.
- Ensure that lights are turned off (Heritage Courts).
- Unless new players are standing by to take the court, re-lock the padlock.

6.7 WATERWAYS

6.7.1 The ponds and waterways located in Farmington Woods are for the use of unit owners, residents, tenants and their guests only.

6.7.2 Use of the ponds and waterways is solely at the risk of the unit owner, resident, tenant and guests.

6.7.3 All children (under age 14) and all guests must be accompanied by a unit owner, resident or tenant.

6.7.4 Swimming is prohibited.

6.7.5 Fishing from, and use of watercraft on, the ponds located on Golf Course property at holes #4, 13, 14, 15, and 18 is not allowed at any time.

6.7.6 Ice skating, ice boating and ice fishing are prohibited.

6.7.7 The removal of vegetation and trees, living or dead, along the ponds, waterways and wetlands, is prohibited without written approval from the Farmington Woods Master Association and the Town of Avon Inland Wetlands Commission.

6.7.8 No alcoholic beverages or glass containers are allowed. The use of alcohol while boating is strictly prohibited.

6.7.9 Canoes, kayaks, and non-motorized boats may be used in Roaring Brook. Motorized boats are prohibited. State law requires a wearable U.S. Coast Guard approved life jacket aboard each watercraft for each person. All children 12 and under must wear a life jacket at all times. From October 1st through May 31st, all boaters must wear a life jacket. It is strongly recommended that all boaters wear a life jacket at all times.

6.7.10 Canoes, kayaks, and non-motorized boats belonging to unit owners and residents may be stored anywhere along the southeastern edge of Roaring Brook between April 1 and October 31, but must be stored only along the east side of the walking trail, perpendicular to the pond, per posted boundary signage, from November 1 through March 31. Canoes, kayaks, and non-motorized boats may not be stored on another unit owner's limited common elements or block or limit access to common and limited common elements. Canoes, kayaks, and boats must be stored out of the water and secured with a locked cable when not in use. Paddles, oars, life jackets, coolers and any other equipment must be removed from the boat and stored at the owner's residence when not in use.

6.7.11 Watercraft stored along Roaring Brook must be registered annually in the Master Association office and a Farmington Woods watercraft decal will be issued. The decal must be displayed visibly on the exterior of the watercraft. Because of limited space, residents may only store 2 watercraft per unit address. In addition, due to space limitations, only 28 watercraft will be allowed to register for storage along Roaring Brook on a first-come, first-serve basis. Residents are allowed to store their watercraft at their residence without registering them with the Farmington Woods Master Association.

6.7.12 All personal property placed in any portion of the common elements shall be at the sole risk of the unit owner or resident and the Master Association shall in no event be liable for the loss, destruction, theft or damage to such property. Watercraft stored at Roaring Brook that does not display a current Farmington Woods decal will be presumed abandoned and will be removed by the Master Association after reasonable efforts are made to identify the owner.

6.7 PLAYGROUND RULES

6.8.1 PLAY AT YOUR OWN RISK

6.8.2 Playground is for Farmington Woods residents and guests only.

6.8.3 Playground is for children 12 and under, with adult supervision.

6.8.4 No alcoholic beverages or glass containers are allowed.

6.8.5 Please report broken equipment or playground hazards to the Master Association.

6.9 PICKLEBALL COURT

One pickleball court is lined at the Guilford Tennis Courts. The pickleball court may be reserved for 1 ½ hours using the same procedure as for tennis court reservations. Please refer to the Farmington Woods Master Association Rules and Regulations, Section 6.6 Tennis Rules for applicable rules for court use, to include eligibility, safety, etiquette and reservations.

7. VIOLATION OF RULES AND REGULATIONS

7.1 AUTHORITY OF COVENANTS COMMITTEE

The Covenants Committee has been authorized since 1989 to conduct hearings on complaints of violations of the Documents, including, but not limited to, the Declaration, Bylaws and Rules, and to take enforcement actions as set forth in Rule 7.5.

7.2 COMPLAINTS

a. Filing Procedures:

Complaints concerning violations may be submitted either in writing or by email to the compliance officer (or staff member designated by the manager) by a Unit Owner, resident or employee who witness a violation. Said complaint must be signed by the witness. Anonymous complaints will be assessed by the Master Association.

b. Content of Complaint:

Each complaint shall contain, to the extent known, the date, time, nature and details of the violation and the name or Unit number of the alleged violation.

c. Review, Investigation and Remediation:

The compliance officer (or staff member designated by the manager) shall review all complaints received and take appropriate action to verify that a rule violation exists. Whenever reasonable, attempts will be made to resolve the violation without the need of a formal hearing.

A proactive approach to rules enforcement includes acting on violations found through regular inspections of the Common and Limited Common Elements. The compliance officer (or staff member designated by the manager) shall conduct periodic inspections of Common and Limited Common Elements (including garages) to assure compliance therewith. Prior notice will be given when access to the interior of a limited common element is required.

7.3 SCHEDULING AND GIVING NOTICE OF HEARINGS

If, after reviewing a complaint, the compliance officer (or staff member designated by the manager) determines that the complaint alleges a violation and that a hearing should be held on the alleged violation, a date, time and place for a hearing before the Covenants Committee shall be set. Notice of the hearing shall be sent to the alleged violator by regular mail at least 10 days before the date of the hearing. The notice shall include the following:

- a. Date, time and place of the hearing.
- b. A description of the act or condition that constitutes the alleged violation and a reference to the section or sections of the documents or rules alleged to be violated.

- c. A summary of the actions the Committee can take if it determines that the violation has been committed.

7.4 HEARING PROCEDURES AND EVIDENCE

- a. The hearings need not conform to the formal rules of evidence or judicial procedure appropriate to a court of law. They shall be conducted pursuant to the guidelines set forth below.
- b. At the hearing, the alleged violator may make written or oral presentations or both and may bring another person with him or her to speak on his or her behalf.
- c. Other interested persons may also make oral or written presentations and other communications may be presented to the Committee.
- d. The Committee may ask questions of persons making presentations at the hearing and may, but it is not required to, permit persons to put questions to others present at the hearing through the person chairing the hearing.
- e. In arriving at its decision, the Committee may consider the factual allegations of the complaint, any written response and any other documentary evidence and any oral testimony submitted by the complainant, the manager, the alleged violator and any other parties making presentations to the Committee. Hearsay evidence and written statements not supported by direct oral testimony shall be given only the credibility or weight which the Covenants Committee, in its sole discretion, shall deem appropriate under the circumstances of each hearing.
- f. The Committee shall make its decision, and give written notice of the decision to the alleged violator or violators, to the manager and to the Executive Board within 30 days of the conclusion of the hearing.

7.5 ENFORCEMENT ACTIONS

If the Covenants Committee determines that a violation has occurred, it may take any one or more of the following enforcement actions:

- a. Issue a warning to the affected person.
- b. Levy a fine against the violator for the violation. The fines shall be as set forth in Section 7.7, Rule Violation Fine Schedule and 7.8 Motor Vehicle Fine Schedule, not to exceed a total of \$5,000 during any consecutive 12 months.
- c. Recommend to the Executive Board that it commence legal action to enjoin, abate or remedy the continuance of the violation by appropriate proceedings, either at law or equity, and to seek costs and attorney fees pursuant to Section 47-278 of the Common Interest Ownership Act.
- d. Recommend to the Executive Board that it assess and impose damages against the violator if the violation resulted in damage to any common areas which are the obligation of the Master Association to repair.

- e. Suspend privileges of the violator, including the right to use recreational facilities and the Clubhouse and the use of the common elements not necessary to reach a public street as long as the violation continues.
- f. In the case of a violation of the Rules 4.1 through 4.7, or of a Pet Permit Agreement, recommend to the Executive Board that the Pet Permit Agreement and the right of the violator to keep the pet be revoked.

7.6 RIGHT TO APPEAL:

- a. Any person found by the Committee to have committed a violation shall have a right to appeal a decision of the Covenants Committee by filing a written notice of appeal within 45 days of the date of the publication of the notice of the decision by the manager. Within 30 days of the written notice of appeal, the Executive Board shall conduct a hearing, giving the same notice and observing the same procedure as required by paragraph 7.4. The decision of the Executive Board shall be final.
- b. If the decision of the Covenants Committee is a recommendation for revocation of a Pet Permit Agreement and the right to keep a pet, appeal shall be automatic.

7.7 RULE VIOLATION FINE SCHEDULE: *Approved by Master Association Board on 12/20/2021*

The definition of a Rule is expanded to cover any policy, guideline, restriction, procedure, regulation, or maintenance standard. There are three categories of rule violations that may be subject to fines.

- a. Class A Violations: Violations of Rules that have not been corrected within a reasonable time after written notice.
\$100.00 for each day that the violation continues, not to exceed a total of \$5,000 during any consecutive 12 months
- b. Class B Violations: Violations of a repetitive nature, when a Class A violation reoccurs, requiring repeated notifications to the unit owner/resident.
\$200.00 for each day that the violation continues, not to exceed a total of \$5,000 during any consecutive 12 months.
- c. Class C Violations: One-time occurrences of a serious nature that clearly violate the provisions of the Declaration, Rules and Regulations or Design Review guidelines, or negatively affect the health and safety of the community, which cannot adequately be addressed through normal enforcement procedures. Class C Violations include, but are not limited to, violations of the following rules: 1.7; 3.1; 3.13.1; 3.6; 3.7; 3.9; 4.3; 4.4; and 4.5.
\$300.00
- d. Warnings and fines will be removed from the record over a rolling 24 (twenty four) month period.

7.8 MOTOR VEHICLE VIOLATION FINE SCHEDULE

Motor Vehicle Violations including speeding, stop sign, reckless driving and crosswalk violations.

- a. FIRST VIOLATION will result in the imposition of a written warning.
- b. SECOND VIOLATION of the same rule will result in the levying of a \$100.00 fine against the Unit within which the individual who is operating the vehicle resides or is visiting. For speeding violations, the fine will increase by \$10.00 for each mile per hour over 30 mph.
- c. SUBSEQUENT VIOLATIONS of the same rule will result in the levying of a \$200.00 fine for each offense against the Unit within which the individual who is operating the vehicle resides or is visiting. For speeding violations, the fine will increase by \$20.00 for each mile per hour over 30 mph.
- d. Warnings and fines will be removed from the record over a rolling 24 (twenty four) month period.

8. STANDARD FORECLOSURE POLICY

A. Before sending a delinquent account to its attorneys, the association shall send the unit owner at least one written demand for the amounts owed. The final demand shall include the following paragraphs:

CT law now requires associations to send notice to the holders of any first or second mortgages on a unit at the same time they send the final demand to the unit owner. This final demand is sent by our attorneys, who now must order and review a title search and if the title search indicates that there are mortgages on the unit, to prepare a notice to the mortgage holder or holders at the same time they send a demand letter to the unit owner.

As of the date of this notice, the cost of a title search and obtaining copies of recorded documents is typically about \$225, and the attorney's fees for reviewing the title and preparing the demand letter and notices is typically about \$550, for a total of approximately \$775. The actual amount may be higher. The Association is entitled to collect these fees and costs in addition to the common charges and other fees you owe.

If you do not make arrangements to bring your account current now, these fees and cost will be included in the demand letter you receive from our attorneys.

The attorney's fees and costs in the proceeding paragraphs shall be adjusted from time to time to reflect the fees and costs currently being charged to the association.

B. At the time that the association sends a delinquent account to its attorneys for collection, the association shall block the application of any payments by the unit owner or others on the account by any means, including, by way of example, cash, checks, wires, EFTs, and payments mailed to a lockbox, and the association shall forward any payments to its attorneys or, in the alternative, consult with its attorneys before applying any payments to the account.

C. Once the association sends the account to its attorneys, the attorneys are instructed to obtain information concerning first and second mortgages on the unit from the land records of the towns in which the common interest community is located or from the complaint in a pending mortgage foreclosure action.

D. The attorneys are further instructed simultaneously to make a written demand for payment on the unit owner and to give notice to the holders of first and second mortgages on the unit of the association's intention, to foreclose the association's statutory lien on the unit as required by Subsection 47-258(m) of the Act.

E. The attorneys are authorized to commence a foreclosure against the unit with no further action by the executive board if:

1. At least 30 days have passed since the attorneys made written demand on the unit owner, or if the unit is subject to any mortgages, at least 60 days have passed since the attorneys made written demand on the unit owner and gave notice to the first and second mortgage holders; and
2. The unit owner continues to owe the association a sum equal to or greater than two months' common charges, the oldest part of which sum is at least 60 days past due;
3. The unit owner has not agreed to and is following a repayment plan that will bring his or her account, including applicable attorney's fees and costs, entirely current in six or fewer monthly payments.

9. BILLING AND COLLECTION POLICY

A. Statements will be mailed or emailed by the fifth work day of the month.

B. Payments are due by the last day of the month.

C. Late fees of \$25.00 and interest of 1.25% will be assessed for each receivable category on past due balances.

D. A late notice will be sent when the balance is between 30 and 59 days past due.

E. Restaurant and golf credit privileges will be revoked on all resident members, except interclubs, who have balances of 60 days or more past due and all non-resident members who have balances of 30 days or more past due. Members will receive a phone call or email on or before the day their privileges are revoked.

F. Interclubs will receive a phone call or email stating that their privileges will be revoked if they become 90 days past due. At 90 days past due, interclubs are to be revoked and notified via phone call or email.

G. A past due letter will be sent to resident members with balances of 60 days or more past due and nonresident members who have balances of 30 days or more past due.

H. All unit owners with balances over \$250 will be turned over to an attorney or collection agency when their account becomes 90 days past due.

I. We will file a small claims writ for all non-owners with balances between \$250 and \$5,000 when their account becomes 90 days past due. Non-owners with balances of \$5,000 or greater will be turned over to an attorney or collection agency when their account becomes 90 days past due.

J. All attorney and collection agency fees incurred due to the collection of a member's delinquent account will be charged back to the member's account in the month that the invoice is received from the attorney or collection agency.

K. Members will be assessed the bank charge for checks which are returned unpaid by the bank.

L. Payments will be applied against the oldest balance.