

AMENDED AND RESTATED RULES AND REGULATIONS of BROOKSIDE of MIDDLEBURY

Introduction

WHEREAS, Brookside of Middlebury Association, Inc., a Connecticut nonstock corporation with an office in Middlebury, Connecticut, is the association of Unit Owners for a Common Interest Community known as Brookside of Middlebury; and

WHEREAS the Executive Board and the Unit Owners of Brookside of Middlebury desire to amend and restate the existing Rules and Regulations of Brookside of Middlebury Association, Inc. (the “Rules”) which were recorded in Volume 199 at Page 1095 of the Middlebury Land Records as more particularly set forth herein; and

WHEREAS, Brookside of Middlebury Association, Inc., acting herein by Ken Rank, its President, hereby certifies that a resolution approving the amendments to the Rules as set forth in these Amended and Restated Rules and Regulations was approved by the affirmative vote of at least 51% of Unit Owners of Brookside of Middlebury at a meeting which was duly called and held on the 8th day of December, 2016.

NOW, THEREFORE, the Rules are hereby amended and restated in their entirety as set forth herein.

The following summarizes the purpose of rules within a community:

- To protect property values (standards for fences, landscaping, etc.)
- To keep the community in compliance with federal, local/state laws and regulations
- To eliminate (minimize) association liability (safety rules, speeding, etc.)
- To minimize intrusion and promote quality of life (landscaping, pet control, maintenance, etc.)

ARTICLE I — USE OF UNITS AFFECTING THE COMMON ELEMENTS

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, as defined in the Declaration of Brookside of Middlebury (the “Declaration”).

Section 1.2 - No Commercial Use. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

Section 1.3 - Displays Outside of Units. Unit Owners shall not, with regard to any improvements on the Lot, cause or permit anything other than curtains, blinds, conventional draperies and holiday decorations to be hung, displayed, or exposed in, or on the outside of windows without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 1.3.1 - Holiday Displays. Holiday decorations (including lights) may be displayed from 2 weeks before to 2 weeks after a holiday with the exception of Christmas. Christmas decorations may be displayed from Thanksgiving Day through January 15th unless weather conditions do not permit such removal. Lights may not interfere with a neighboring unit.

ARTICLE II — USE OF COMMON ELEMENTS

Section 2.1 - Trash. No accumulation of rubbish, debris or unsightly materials shall be permitted except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, decks or terraces.

Section 2.2 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

ARTICLE III — ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants.

Section 3.1.1 – Outdoor Parties and Events. Unit Owners shall inform the Executive Board of their intention to hold an outdoor party or event on any Lot at least five (5) days prior to the event.

Section 3.2 - Pets. House pets, in reasonable numbers, may be kept and maintained on a Lot or in a Unit, provided such pets are not kept and maintained for commercial purposes. All pets must be kept under the control of their owner by leash or "invisible fence" when the pet is outside. Pets must not become a nuisance or present a danger to other residents. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be brought inside. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.3 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensee.

Section 3.4 - Employees of Management. No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.5 — Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Unit Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by a Unit Owner, *except in accordance with Article XIII of the Declaration*, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

Section 3.6 — Conditions for Architectural Control. The provisions of Articles IX and XII of the Declaration control the improvement or alteration of residences within Units and the erection, alteration of placement of other structures and improvements within the Units and Common Elements and landscaping within Units.

Section 3.7 — Storm/Screen Doors. Storm/Screen Doors shall be permitted providing they are full view with clear glass and match the front door color or are white. Unit Owners who wish to install storm and screen doors that do not meet these specifications must request the approval of the Executive Board by filing an Architectural Exterior Alteration Application in the form attached hereto as Appendix A.

3.7.1 — Exterior Doors and Shutters. Unit Owners shall maintain exterior doors and shutters. Unit Owners may repaint exterior doors and shutters without the prior approval of the Executive Board so long as the color meets specifications previously provided by the Executive Board.

Section 3.8 — Fences. Perimeter fences shall be permitted in any lot, but a Unit Owners who wish to install such fences must file an Architectural Exterior Alteration Application together with a copy of the Unit Owner's plot plan and proposed placement of the fence on the property. In order to be approved, fencing must be consistent in appearance, white in color, made of vinyl material, no higher than four (4) feet, and of picket style. At no time shall any fence interfere with or interrupt rights and/or easements that are reserved within the Declaration for others. Fences are not allowed in the front of any home and may be

placed no further forward than ten (10) feet back from the front elevation. The fence must be maintained in good condition or the Executive Board shall have the right to order its removal. (Exceptions: Requests from initial purchasers, who were promised fences different from what is outlined above, will be reviewed by the Executive Board on a case-by-case basis.)

3.8.1 - Other Fences. Unit Owners who wish to install other fences, such as arbors, trellises, garden borders, and privacy panels must request the approval of the Executive Board by filing an Architectural Exterior Alteration Application.

Section 3.9 — Leasing. No Unit shall be rented or leased for an initial period of less than one (1) year. No portion less than all of any Unit shall be leased. No Unit Owner shall lease a Unit other than on a written form of lease, requiring the lessee to comply with the Association's Documents, and providing that failure to comply constitutes a default under the lease.

Section 3.10 — Owner's Obligation. Each Unit Owner shall keep his or her Lot and Limited Common Elements, and all improvements therein and thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, fertilizing, weeding, mowing and raking of all lawns, removal of grass clippings from streets and cutouts, and the pruning and cutting of all trees and shrubbery. It is intended that this obligation includes the correction of any condition or conditions that could negatively impact neighboring Lots and Common Elements by their neglect (e.g. grubs, highly invasive weeds such as crabgrass, dandelions and clover, and destructive animal infestations). It is required that appropriate external care of all buildings and any improvements including staining decks, painting and snow removal on walks and driveways be accomplished in a manner and with a frequency as is consistent with good property management.

Section 3.10.1 - Outdoor Storage. Nothing shall be stored permanently outside of any residence without the prior written approval of the Executive Board. Items that are approved by the Executive Board (other than outdoor furniture, sprinklers, common outdoor decorative items (planters, benches, etc.), and hoses (which must be kept in a holder or coiled up next to the foundation) shall not be kept outside for long periods of time in order to prevent them from becoming a hazard, obstruction, or detracting from the overall well-kept appearance of the neighborhood.

Section 3.11 — Obstructions. There will be no obstruction of the Common Elements, nor will anything be stored outside of the Unit without the prior written consent of the Executive Board. The Middlebury Fire Department requires that fire hydrants must have all three water caps and markers visible with easy access. Therefore there can be no landscaping that interferes with this requirement. There shall be no plantings taller than 6 inches around the base of traffic signs and/or fire hydrants and the street signs must be visible at all times to comply with local and state requirements.

Section 3.12 — Maintenance Easement. Where the common boundary between residences on Lots is less than seven (7) feet from the next residence on a Lot (the "Serviced Unit") there is reserved and granted to the Owner of the Serviced Unit, over and across each adjacent Lot (the "Burdened Unit"), a non-exclusive easement for a distance of five (5) feet from the common boundary to enter the Burdened Unit at reasonable times and upon reasonable notice for the purpose of maintaining portions of the residence located on the Serviced Unit and adjacent to the Burdened Unit, including, walls, eaves, gutters, roofs, overhangs and appurtenances thereto.

ARTICLE IV - RUBBISH REMOVAL

Section 4.1 - Deposit of Rubbish. Each Unit Owner will be responsible for providing their own garbage cans which must be stored in their garage. Garbage cans are only to be placed at curbside within the day before and after of the designated collection day. Storage of rubbish is forbidden in or outside of the Units or at any location on the Property. Additionally, all trash and recycling items must be placed in a secure receptacle to insure that trash is not littered on the community. In the event that trash or recyclables litter the unit/homesite, limited common or common areas, it is the resident's responsibility to properly dispose of it.

ARTICLE V — MOTOR VEHICLES

Section 5.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads and drives of the Property.

Section 5.2 - No Parking Areas. Vehicles may not be parked in such manner as to block access to driveways of other Unit Owners, parking spaces, mailboxes, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. *Vehicles may only be parked in garages, driveways and in marked parking spaces on the roads.* Vehicles in violation may be towed, at the Owner's cost. In addition, a fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation. At times when snowplowing will be necessary, vehicles must be parked in homeowners' garages or driveways ONLY. When parking of vehicles in parking spaces on the street or beyond the end of a driveway obstructs snowplowing of Common Elements, the Homeowners will be responsible for any additional costs incurred.

Section 5.3 — Vehicles. Use and storage of all vehicles and recreational equipment upon the Common Areas shall be subject to rules promulgated by the Executive Board as provided herein including, without limitation, the following:

- All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.
- All motor vehicles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or unpaved Common Areas, except those specifically authorized by the Association.
- All Zoning Ordinances for the Town of Middlebury are applicable relating to the ownership and operation of motor vehicles.
- All gas powered recreational vehicles are prohibited (e.g. ATVs, Quads).
- Bicycles, scooters, skateboards and all recreational vehicles of this type are to be ridden on paved surfaces only, and operators must adhere to the State of Connecticut traffic regulations. Riding on the grass areas is prohibited. Vehicles of this type must not be stored outside or in the Common Areas. Operators of these vehicles must wear adequate protective gear including, but not limited to, a helmet.

ARTICLE VI — GENERAL RULES

Section 6.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 6.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the current Management Company.

Section 6.3 — Amendment of Rules. From time to time, the Executive Board may adopt, rescind or amend these Rules *after Notice and Comment to Unit Owners*. ~~without the approval of the Membership, general rules and regulations, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Additionally, general rules and regulations may be adopted, rescinded or amended by a vote of greater than one-half (1/2) of the Membership following a public hearing for which due notice has been provided to all Members. All such general rules and regulations and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.~~

Section 6.4 — Damage or Destruction of Living Units. In the event of damage or destruction to any residence on a Lot, the reconstruction or restoration necessitated by such damage or destruction to such residence must be repaired or restored as promptly as possible and with all diligence to conform with the original drawings and specifications for the residence, except to the extent that changes are required by any governmental authority having jurisdiction over such restoration or repair. Any exceptions or deviations from the original drawings and specifications, not mandated by the governmental agency, must have the prior written approval of the Executive Board.

Section 6.5 - Rules for Unit Owner Attendance at Executive Board Meetings.

- *Open Meetings: Except as provided for in Section 2.10 of the Amended and Restated Bylaws, every portion of every meeting of the Executive Board shall be open to observation by Unit Owners.*
- *Unit Owner Participation: Unit Owners will not be directly involved in Executive Board meetings unless listed on the agenda or specifically requested to do so by a member of the Executive Board. Unit Owners may ask to be recognized for a question. The chairman decides whether the question is taken or not at that time.*
- *Unit Owner Forum: A time specifically reserved for Unit Owner questions will generally be provided at the end of scheduled Executive Board meetings.*
- *Inclusion on an Executive Board Meeting Agenda: Unit Owners may be included on an Executive Board Meeting agenda with a written request to the Management Company at least 10 days prior to the meeting. Any requests must be submitted with a definition of and rationale for inclusion on an agenda.*

ARTICLE VII—FINES

After the first occurrence of a violation of the Declaration, By-Laws or these Rules, a written warning letter will be issued to the unit owner.

Thereafter, following Notice and an opportunity to be heard, fines may be assessed against a Unit whose owner or occupant is found to have violated the Declaration, the Bylaws, or these Rules and Regulations in accordance with the following schedule:

Second occurrence of a violation:

\$50.00 minimum fine

<i>Third occurrence of a violation:</i>	<i>\$100.00 minimum fine</i>
<i>Fourth occurrence of a violation:</i>	<i>\$150.00 minimum fine</i>

Each day that a violation continues shall be considered a separate violation and a fine in a reasonable amount shall be imposed for the continuation of that violation.

Different types of violations shall not be compounded together.

The Executive Board reserves the right to establish a fine value that differs from the schedule set forth above, commensurate with the severity of the violation.

ARTICLE VIII - STANDARD FORECLOSURE POLICY

The following constitutes the Association's foreclosure policy adopted as a Rule to satisfy the provisions of Connecticut General Statutes Section 47-258(m) with regard to the collection of unpaid Common Expense assessments:

(a) The Association wishes to adopt a standard policy for collecting sums due the Association in accordance with Connecticut General Statutes §§ 47-258 and 47-261b.

(b) It is the responsibility of each Unit Owner to pay all common expense assessments, special assessments, fines and other charges imposed upon the Unit when such expenses and charges are due. The Association does not operate for profit and when one or more Unit Owners do not pay charges when they are due, the burden must be assumed by the other Unit Owners. For this reason, the Association will aggressively pursue collection activities when there is a delinquent Unit Owner account. The law does not require the Association to send monthly statements or any other notice when charges are due, except in situations where there is a change in the amount of the monthly charges. Association mailings of statements, overdue statements or management company collection letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal defense to paying such charges when charges are due. It is the responsibility of each Unit Owner to contact the Association with any questions as to amounts owed on a Unit account.

(c) Unless otherwise notified in writing by the Association, all common expense assessments and special assessments shall be due by the first of each month.

(d) If a Unit account is not fully current by the 15th day of each month, the Unit account will be considered delinquent. The Unit Owner will be assessed late fees, collection costs, and attorney's fees and costs as follows: (1) a late payment penalty of \$10.00 per month for each month that the Unit account remains delinquent; and (2) attorney's fees and costs incurred in attempting to collect the outstanding amounts due to the Association.

(e) If a payment is made which fails to bring the Unit Owner's delinquent account current and if such payment is thereafter accepted, unless the Unit Owner and the Association enter into an agreement providing for the payment to be applied in a different manner, the sums will be applied in the following order of priority: (1) attorney's fees and costs; (2) fines; (3) late fees or interest; (4) special assessments; (5) monthly common expense assessments; and (6) all other remaining charges. As sums are received, monies

will be applied to the oldest balance due in each category in order of priority. This section shall not be construed to require the Association to accept payments of less than the amount required to bring the account current.

(f) The Association or its property manager [or its duly authorized representative] may, but shall not be required to, send statements for the Unit Owner's account to the Unit Owner and/or collection letter(s) to the Unit Owner when charges become delinquent.

(g) The Association or its property manager [or its duly authorized representative] is authorized to turn over a delinquent Unit Owner's account to the Association's attorney for legal collection proceedings when the amount unpaid on the Unit Owner account is greater than two (2) months of common expense assessments based on the periodic budget last adopted by the Association.

(h) Pursuant to the requirements of Connecticut and federal law, the Association's attorney shall make a written demand for payment of the delinquent Unit Owner account to the delinquent Unit Owner. The written demand shall provide for not less than thirty (30) or not less than sixty (60) days' notice prior to the commencement of collection or foreclosure proceedings. The Association's attorney will have the discretion to determine whether a written demand providing for not less than thirty (30) days' notice and/or a written demand providing for not less than sixty (60) days' notice is required, taking into account various factors, including, but not limited to: the amount of the delinquency existing on the Unit Owner's account; the existence of one or more holders of security interests against the Unit, the history of delinquency on the Unit Owner's account, including repeated payoffs by holders of a security interest against the Unit; abandonment of the Unit by the Unit Owner; or the filing of a Bankruptcy petition which effectively stays collection efforts and causes undue delay.

(i) For purposes of the written demand providing for not less than sixty (60) days' notice, the Association's attorney is authorized to perform a title search in furtherance of satisfying the requirements of Connecticut General Statutes Section 47-258(m). Pursuant to the requirements of Connecticut General Statutes § 47-258(m), as amended by Public Act 13-156, the Association's attorney will make a demand for payment in a record upon the Unit Owner and simultaneously provide a copy of such record to all holders of security interests described in Connecticut General Statutes § 47-258(b)(2), if any exist. The written notice to such holders of security interests shall set forth: (1) The amount of unpaid common expense assessments owed to the Association as of the date of the notice; (2) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (3) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (1) and (2) are not paid to the Association within sixty days after the date on which the notice is provided; (4) the Association's contact information, including, but not limited to, (A) the name of the individual acting on behalf of the Association with respect to the matter, and (B) the Association's mailing address, telephone number and electronic mail address, if any; and (5) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (1) and (2). Any notice required to be given by the Association's attorney under this subsection shall be effective when sent.

(j) *If, following written demand from the Association's attorney, the Unit Owner's account has not been paid in full or a partial payment has been accepted and applied but there remains outstanding a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association, the Association's attorney is authorized to commence collection or foreclosure proceedings against the Unit.*

(k) *Notwithstanding any language contained within this Collection Policy to the contrary, a foreclosure of the statutory lien against a Unit shall be authorized by the Association's attorney as long as the statutory requirements of Connecticut General Statutes Section 47-258 have been met.*

(l) *A Unit Owner with a delinquent account may propose a payment plan in writing to the Board of Directors. Any such payment plan will be subject to approval by the Board of Directors. There is no standard payment plan and there is no guaranty that any payment plan will be accepted by the Board of Directors.*

(m) *Under Connecticut law, the Association is given a limited super priority lien against a Unit for collection of unpaid charges. For this reason, it is the policy of the Association to aggressively pursue foreclosure and/or collection proceedings and to complete those proceedings as quickly as possible.*

(n) *In some situations, a lienholder with an encumbrance on a Unit, other than the Association, may commence foreclosure proceedings against the Unit. In these cases, the Association's attorney must file an appearance in the action and monitor the action in order to protect the rights of the Association and the Association's lien. The Association, through its attorney, is required to appear in these actions even in instances where there is no delinquent Unit Owner account balance. These actions bring with them the possibility of a transfer of title of the Unit and the Association must appear in the action to monitor at all times who the rightful title owner of the Unit is.*

(o) *All charges, including, but not limited to, attorney's fees, management fees, court costs, title search charges, appraisal fees, marshal fees, court entry fees and any other charges and expenses associated with collection and/or foreclosure proceedings, including any fees and costs incurred in the defense of a lienholder's foreclosure action, shall be chargeable to the delinquent Unit Owner's account.*

(p) *Where one written demand letter has already been sent out by the Association's attorney, the attorney may, but shall not be required to, send a follow-up demand letter reciting a deadline date for payment which is less than thirty (30) days.*

(q) *To the extent that there is a conflict between this Collection Policy and the terms of any standard policy or procedure providing for collection or foreclosure against Unit Owners enacted or implemented by the Board of Directors, the property manager, or any other entity, the terms of this Collection Policy shall govern.*

(r) *No changes should be made to this Collection Policy without first consulting with the Association's attorney.*

Certified to be the Amended and Restated Rules and Regulations approved by the affirmative vote of at least 51% of Unit Owners.

Ken Rank, President