

Artillery Hill Association,  
Inc.

**Community  
Handbook**

**Revised January 2009**



## **FORWARD**

The purpose of this handbook is to familiarize the reader with Artillery Hill Association, Inc. While there is some information about the physical characteristics of the property, most of the material is related to the Association.

A "condominium" is a form of ownership - not a type of building. Rather than owning the land and building outright, the purchaser owns the "unit" and shares in the ownership of the exterior building, grounds and amenities. Those shared areas are referred to as "Common Areas" or "Limited Common Areas" and, unlike a traditional home or apartment, Artillery Hill Association, Inc. is our communal home. It belongs to all of us.

The Association is a legal corporation set up to represent the interest of its membership - the unit owners. It was created through its Declaration and operates under the guidelines established by its Bylaws. Unit owners should be familiar with these Condominium Documents.

This handbook summarizes many of the topics in the Declaration and Bylaws. For example, it describes the process of elections, budget creation and common charges. It summarizes maintenance policies and responsibilities, insurance coverage and the like. Since it is only a summary, the Declaration and Bylaws will always supersede in the event of any inconsistencies with the Handbook.

The Handbook also goes beyond a summary of the Declaration and the Bylaws. For example, it contains maintenance "tips", emergency procedures and safety guidelines. A large portion of the booklet is devoted to the Association rules and regulations.

There are many advantages to living and sharing in a successful condominium. Two of the key elements to success are understanding and cooperation. We hope this booklet will serve to better inform the ownership. We also hope that a better understanding will facilitate cooperation.

## **INTRODUCTION**

Artillery Hill Association, Inc. is located in Watertown, Connecticut. The town of Watertown is located in Litchfield County, has a population of approximately 20,900 and covers an area of 29.8 square miles. The Association itself is comprised of 125 residential homes. Units vary among 6 different styles, each having a garage accessible from within the respective home. The commonly owned property, which the community occupies, is approximately 57.0 acres.

Artillery Hill Association, Inc. is an attractively landscaped, well-maintained, relatively secluded residential property. Access to schools, athletic fields and facilities and local stores is just a short convenient drive, while Interstate 84 can be accessed within a 4-mile drive.

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## **SECTION 1 Government and Management**

### **Board of Directors**

A five (5) member Board of Directors governs Artillery Hill Association, Inc. The terms of the members are two-year terms with 2 of the terms expiring in even years and 3 in odd years. Board meetings are usually held in the office of the Management Company. Unit owners may request to address the Board by making arrangements in advance with the manager. The Directors serve on a strictly volunteer basis.

If you wish to address the Board, you may also do so in writing via the Management Company.

### **Annual and Unit Owner Special Meetings**

The Annual Unit Owners Budget Meeting is generally scheduled in early December. At this meeting the annual budget, proposed by the Board of Directors, is put before the unit owners for ratification. The Annual Unit Owners Election Meeting is generally scheduled in mid-June. At this time, the expiring Board terms are filled. Occasionally, special meetings of the unit owners are called for various purposes. Notice of such meetings is posted, mentioned in the newsletter, or mailed to unit owners. You should confirm with the Management Company that it has your correct address so that you receive important Association information.

### **Committees and Management Company**

The Board of Directors encourages community involvement. Owners or residents who would like to share their time with newsletters, landscape, recreation or other Association matters should contact the Management Company or a member of the Board.

The Board of Directors governs the affairs of the community with duties and responsibilities, not unlike those of the Board of Selectmen in a small town. To operate, the Board needs a "staff" and retains a professional Management Company for that purpose. The Management Company under the supervision of the Board reviews all correspondence for the Board, collects common charges, schedules and supervises all work, employs all contractual services such as insurance, refuse, landscaping, and performs all accounting. Unit Owner complaints, requests for maintenance service or like Association matters must be submitted to the Management Company in writing.

Information regarding the Management Company is contained in the Appendix.

### **Budget and Common Charges**

Artillery Hill operates a 12-month calendar year budget. Each year, at the Annual Budget Meeting, the owners are presented with the Board of Directors' recommended budget and monthly common charge schedule and are asked to consider ratification of the proposal. The budget provides the funds necessary to operate and maintain the complex and to save for the future. Owners are encouraged to attend this meeting. Unless at this meeting a majority of all unit owners, whether or not present, reject the proposed budget, the budget is ratified.

In order for Artillery Hill to operate properly, it must rely on the timely receipt of common charges. Common charges are due on the first of the month and should be made payable to "ARTILLERY HILL Association, Inc." and sent to the address shown in the Appendix. Common charges not received by the 15th of the month are subject to a late charge of \$35.00 per month.

*Artillery Hill Documents and State Law require the delinquent owner to bear all costs of collection. Payments received are applied to the oldest debt.*

Mandatory Reserve Amendment: Copies of the Mandatory Reserve Amendment are available at the Management Company.

### **Newsletter**

A newsletter is published periodically with information on what is happening in our Association. If you have any thoughts and/or suggestions for inclusions, etc., please contact the Management Company or a member of the Board.

## **SECTION 2 Maintenance Policies and Procedures**

### **Maintenance Responsibilities**

Below are the lists giving the Association's and the Unit Owner's maintenance responsibilities. Areas not listed will be classified upon presentation to the Board of Directors. In general, the Association's responsibility ends and the Unit Owner's responsibility begins at the interior unfinished surface of the Unit. Additions or improvements made to the unit by the unit owner are the responsibilities of the unit owner.

The Association is responsible for maintaining the structural integrity of the exterior of all buildings as well as the common areas of the complex.

Below are the two lists giving the Association's and the Unit Owner's responsibilities. Areas not listed will be classified upon presentation to the Board of Directors.

#### **THE ASSOCIATION IS RESPONSIBLE FOR:**

1. Structural integrity, exterior of the building including the roof, building siding and external building repair
2. Balconies and Decks
3. Common lights and fixtures
4. Lawn maintenance and snow removal
5. Parking lot and roadway maintenance
6. Trash Removal
7. Trees, shrubbery and plant beds
8. Plumbing, carpentry and electrical repairs to common areas
9. Internal Utilities (water main, electrical feeder lines, sanitary lines) which service more than one unit.
10. Common area utilities (Electric, water, sanitary, storm lines)
11. Outside Security Lights
12. Mailboxes
13. Concrete foundation and walkways

#### **THE UNIT OWNER IS RESPONSIBLE FOR:**

1. Heating, air conditioning and hot water apparatus for your unit
2. Kitchen and bathroom appliances and cabinets
3. Carpeting
4. All interior doors and inside surface of unit door
5. Nails pops, settling cracks (in drywall) and wall paper
6. Tile and bathroom caulking
7. Light fixtures
8. Plumbing servicing your unit

9. Damage to common area property caused by the Unit Owner
10. Stains on ceilings, wall and carpeting if not caused from another unit
11. Wiring servicing his/her unit
12. Electrical switches
13. Telephone receptacles
14. Television receptacles
15. Ducts and conduit servicing only your unit
16. Smoke alarms inside unit
17. Unit door locks
18. Windows and Window bases
19. Fireplaces
20. Mailbox locks
21. Rugs, kitchen and bathroom flooring, etc.
22. Unit Entrance Door and exterior surface, glass sliders to decks
23. Common Entrance door and hardware
24. Window screens and glass slider screen provided that misuse has not taken place.
25. Removal of all snow, leaves and debris from all patios
26. Awnings and window boxes
27. Air conditioner Pads
28. Garage doors

#### **Maintenance Procedures**

For maintenance emergencies, which are the responsibilities of the Association, the Management Company should be called immediately and a worker will respond as quickly as possible. See Appendix for number. Residents are advised to learn the location of all water shutoffs and drainage valves.

Emergencies must be reported immediately. The Management Company provides a 24-hour emergency service. Emergencies are defined as any maintenance situation problem that threatens life or property. For example, broken pipes, downed trees, sewage backups, etc. all represent situations that require immediate attention in order to minimize risk to persons or property. Management will respond to such problems as quickly as possible.

For regular maintenance needs, the property manager provides service request forms, which are used to report maintenance problems for the common areas. The forms should be filled out in detail and sent to the Management Company. If you need more forms please contact the Management Company.

Service requests are completed on a prioritized basis as determined by the property manager based on the policies and guidelines established by the Board. Please be patient when requesting service. If you request service for something that is a unit owner responsibility, you will be contacted.

If you are not sure about whether the work you need is your responsibility or the Association's responsibility, please contact the Management Company and they will advise you. In some cases, if it turns out to be a unit owner's responsibility, they may be able to refer you to a qualified service person.

Any complaints about work performed or response time should be addressed in writing with the Board, which may be mailed directly to the Board or via the Management Company.

#### **Landscaping Changes**

Planting and/or moving of trees and shrubs must be approved by the Board prior to any work being conducted. It is recommended that you submit your request in writing via the Management Company and allow forty-five (45) days for a response. A variance request form is enclosed. Additional copies are available upon request.

## SECTION 3

### Preventative Maintenance Advice for Owners and Renters

**Chimneys, Fireplaces,** First and foremost, it must be recognized that these units are prefabricated metal fireplaces and have flues designed to burn small, hot, aesthetic fires. They cannot be used as a primary heating source.

There is a yearly **mandatory** chimney inspection program. One-half of the units are done one year, the other half, the following year. This patterns cycles yearly. The Association will hire and pay the cost of the inspection and/or cleaning and repairs. Owners will be billed back these costs. The chimney system and the exterior repairs to the chimney are the Association's responsibility.

#### Outside Faucets and Shutoffs, Washing Machines

Perhaps the most frequently reported incidents of damage result from water. Many of these losses can be prevented with a few simple precautions.

Outside faucets: There are front or rear water spigots serving most units. These spigots can freeze and burst in cold weather. Water trapped in pipes expands to twice its mass when frozen. The force of this expansion will split the pipe. They should be turned off and drained each fall.

Locate the shut off valve in the cellar. With the outside faucet running, turn off the shut off valve within the unit. Check the outside faucet to ensure that the flow of water stops. With the flow of water stopped, leave the outside value open. In the spring, reverse the procedure.

Vacant Unit: If you plan to leave your unit for any period of time, please shut the main water line off. Open the faucet in an upstairs bathroom and also in the kitchen (so the lines can drain). During the winter months, you should also flush your toilets and introduce antifreeze into all traps (e.g. windshield washer fluid). Please do not shut your heat off!

Washing Machines: The supply lines on your washing machines are probably made of rubber. The rubber hoses will lose tensile strength over time (wear out) and burst. It seems that they only burst when no one is home. Water will run until someone comes to shut it off - usually after thousands of dollars in damage have occurred. The feed to your washing machine should be shut off when not in use. The Board of Directors highly recommends metal washing machine hoses, available at local home centers.

### HVAC and Dryers

#### HVAC - Heating, Venting and Air Conditioning

The HVAC systems in the units are the owners' responsibility to care for. The filters should be changed at least twice a year. During the cold season, the air conditioning should be started and run for about 5 minutes, at least twice during the season, in order to circulate the fluids through the system.

Also during the cold season, the heat must be set no lower than 55° F. This prevents possible pipe freeze conditions, which can cause major damage to individual units and those around them. Any damage resulting from the heat being off becomes the responsibility of the unit owner. It is also recommended that you provide a key to someone so they can occasionally check the unit for frozen and/or broken pipes.

#### Dryers

All dryers are also the unit owners' responsibility however the Association will hire and pay the contractor to inspect, clean and repair your dryer vent. The Owners will be billed back these costs. Please be sure that you have this appliance, as well as your washer, serviced annually. It greatly



increases the life of these appliances. The venting should be to the outside of the building and not blocked by debris. Please be sure to clean your lint filter after each use. Failure to do this could result in the clogging of the vent, which could be a serious fire hazard. Dryers will not dry properly if vents are clogged, report this condition if it occurs.

### **Heat and Vacant Units**

As indicated above, you must maintain your heat in an "ON" position during cold weather. Damage that occurs because of the heat being "OFF" or water being "ON" in a vacant unit can leave a unit owner responsible for the damage to his or her unit (and any adjacent unit, too!).

### **Snow Removal**

The Association hires a contractor to plow roads and shovel the walkways, specifically excluding porches, porch stairs, decks and decks stairs. The contract also requires that mailboxes and fire hydrants be cleared. There are several important snow removal "facts" that all owners and residents must understand: The contractor's job, during a snowstorm, is to keep the main roads open and passable to emergency vehicles and necessary traffic.

1. The Contractor will plow the Community only after 2" or more of frozen precipitation has fallen.
2. To accommodate the majority of work schedules, the contractor will make a main road pass, as necessary around 6 AM.
3. When it stops snowing, the contractor will clear all side roads and parking spaces. Shoveling is only done during daylight hours. Depending on conditions, you should expect all clean up to be done within 6 -12 hours after a storm has stopped.
4. Snow that is windblown or ice that forms because of freeze and thaw, must be reported to the Management Company.
5. Sand drums are located at the mailbox clusters for resident's use. It is also a good idea to carry sand in the trunk of your car.
6. When the plow is clearing away snow in the driveways and parking areas, it is the unit owner's responsibility to move their vehicle(s). If this is not done and the plow needs to return to clear the area, the cost of the return trip will be charged to the unit owner not moving their vehicle(s).

### **Grills**

The use of charcoal grills is prohibited on the property. LP. or propane grills should not be used within 2' of any structure. Propane tanks and grill fittings should be periodically examined for rust or wear. Fire code prohibits the transport or storage of L.P. or propane gas through or inside condominium units.

### **Gratuities**

The superintendent and contractors have been instructed that the acceptance of gratuities for work performed is prohibited.

### **Lockouts**

The Association does not provide lockout service. Tip: Leave a key with a close by family member, neighbor or friend.

### **Security and Safety**

Neither the condominium association nor the Management Company possesses a master key to the units at Artillery Hill. All unit owners should notify the Management Company with the name of a person with a key to contact in case of emergency. Otherwise, in case of an emergency, access would be gained by breaking a window or door, at the unit owner's expense.

#### **MUST HAVES:**

- Smoke detectors on each floor and in sleeping area. These are AC smoke Detectors with battery backup; the batteries should be changed annually in order to provide full protection.

### **Deliveries**

Owners are responsible for the actions of their tenants and guests. "Guests" also include delivery persons. Be sure that your delivery company is familiar with Association rules and regulations.

### **Cable Television**

Unit owners are responsible for their own cable television arrangements and service. See Appendix.

### **Trash**

The Association contracts with a local vendor for trash removal and recycling service twice per week. Trash is picked up on Monday and Thursday. Recyclables are picked up on Monday with the trash pickup. Trash is to be placed in a garbage bag inside a closed container and placed curbside on the pickup days. Recyclable materials (glass, plastic, newspaper, etc.) are to be placed in the plastic container provided by the Town of Watertown and placed curbside on Monday. Newspapers should be tied or placed in a paper bag.

Holiday Schedules: When pick up days falls on a legal holiday, the pick up will be the next day. If the holiday falls on a Friday, pick up will be on Saturday.

## **SECTION 4**

### **Insurance**

It is the intent of this section of the handbook to provide a brief overview of the insurance coverage maintained by ARTILLERY HILL. The master insurance policy contains approximately 40 pages of information and a detailed analysis is not possible. This section, however, should provide the owner with information he or she can share with their own insurance agent when obtaining their individual unit owner policies. Agents representing the individual owners are also encouraged to contact the master policy agent listed in the Appendix.

In addition to many specialized policies such as worker's compensation, fidelity bond coverage, director and officer insurance and the like, there are two specific master policy coverage that have a direct effect on the types and amounts of insurance homeowners ought to purchase. These two coverage are known as property loss coverage and liability coverage and are described below:

- A. Property Loss: ARTILLERY HILL insurance provides the Association's property coverage on "all risk" basis excepting a few specific perils such as earthquake, flood, seepage and wind blown water without exterior structural damage (this means, for example if a storm blows water up under the eaves and it gets inside the unit, the damage is not covered vs. a storm where the shingles are blown off and water damage results). For insurable losses, the damaged property will be restored to original condition (including inflation). It does not cover your personal property. **It does cover** improvements that have been made to the unit
  - B. The unit owner of the unit sustaining a loss is also responsible for the deductible portion of the master policy. If however a unit owner did not follow the Maintenance Standards set forth in the documents, that unit will be held responsible for any unpaid portion of the master policy.
- A. Liability Coverage: The Association's policy provides owners protection from lawsuits that originate from bodily injury, personal property damage or personal injury that might arise out of, for example, someone falling, etc.

The Association's coverage provides for \$2,000,000 in aggregate in such liability coverage.

Homeowners should consider that their own policy contains the following:

1. Loss Assessment provides protection should individual unit owners be required to make up the difference between a successful liability lawsuit against the Association and Association coverage.
2. Improvements and Betterments provide coverage for property damage where you or a previous owner has made improvements to the unit that would not be covered by the Association's policy.

In closing, your agent is in the best position to offer you information on condominium owner's policies. He or she should call the Association's agent if there are any questions.

## **SECTION 5**

### **Resale Certificates**

A Resale Certificate is a packet of valuable information relating to a specific unit, which includes general information about the Association. It includes a copy of the documents of the Association and several pages, which disclose information about the Association and the particular unit (Association insurance coverage, common charge balances, reserve account balances, etc.). There is no requirement that a resale certificate be provided for a sale to occur. However, it can, in some circumstances, ensure that the buyer of the unit is formally informed of certain important information regarding the unit and the Association (i.e. common fee balance on the unit, assessment due, low reserve balance, variances, etc.). It is a tool to help protect the seller and the buyer.

It is recommended that when a unit is for sale and a contract has been signed, that a resale is ordered for that specific unit. Resale certificates are typically ordered by one of the realtors or attorneys after a sale contract for a unit has been signed.

There is a nominal fee charged for the preparation of the documents. Resale documents should be ordered through the number listed in the appendix. The Management Company is allowed 10 business days from the receipt of the processing fee to release the certificate.

### **Statement of Unpaid Assessments**

A Statement of Unpaid Assessments lists the balance on a specific unit on a specific date. They are typically ordered after a Resale Certificate has been received. It is typically used to obtain balance information just prior to a closing. They may also be ordered instead of a Resale Certificate if no one involved in the sale is requiring a copy of the documents be obtained (i.e. buyer's mortgage company or attorney). There is a nominal fee for this form and it may be ordered through the number in the appendix.

## SECTION 6

### Part One Rules and Regulations

These rules were established to provide reasonable standards for maintaining the continued appearance of our community, the protection of our property values, and the encouragement of friendly, neighborly relationships at Artillery Hill.

Under these Rules and Regulations, the words "**unit owner**" shall also include **lessees (tenants)** and **other occupants** of the unit.

ARTILLERY Hill has the legal authority (as provided under Section 47-244 of the Connecticut Common Interest Ownership Act) and the duty to see to it that your rights and privileges provided in the Declaration and By-Laws are fully protected against the actions of those who may not be willing, or desire, to comply with these rules. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with, the provisions of the Condominium Declaration, By-laws and the Rules and Regulations as they may be amended from time to time. Each resident within the property shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all applicable ordinances, rules and regulations of the Town of Watertown. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant. All such provisions shall be deemed and *taken* to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

#### **1. OWNERSHIP, SALE, OR LEASE OF UNITS**

The association must be notified as to how many are residing in the unit. The association must receive a signed certificate that the lessee has received a copy of the rulebook. Leases must have a minimum duration of at least six months.

#### **2. ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS**

##### **2.1 Definitions of Common Areas and limited Common Areas.**

The exteriors of all dwellings, roadways, walkways, visitor parking, public lawns, entrances, shrubs and trees are common areas and not the property of the individual owner. Porches, decks, driveways and garages are limited common areas restricted to the corresponding unit. These items are more specifically described and defined *in* the Declaration.

**2.2 Variance Approval.** No change or addition may be made to common areas or limited common areas as defined in the Declaration - without seeking a VARIANCE APPROVAL from the Association Board of Directors. VARIANCE APPROVALS are necessary to ensure that the character of the Artillery Hill Condominiums will be maintained, the rights of owners respected, and that no alteration/addition will create a hazardous condition, interfere with maintenance, endanger the integrity of any part of the condominium or create any undue responsibility for the Association.

**2.3 Structural Alterations/Additions.** An owner who desires to make structural alterations or exterior additions to a residence, garage or other common property or limited common property must file a Variance request with the Association Board. Forms are available from the management agent. The request must first be accompanied by a precise description of what the owner wants to do, plans and

specifications, a statement of who is to do the work, and estimate of the time involved in said work. Plans and/or sketches must give dimensions of existing features as well as those of the proposed alteration/addition. Structural alterations include, but are not limited to, enlargement of deck or patio, placement of decorations or lights in limited common areas, installation of railing, or decks, structural alteration of exterior walls. These items are more specifically described and defined in the Declaration.

**2.4 Landscape Alterations/Additions.** An owner who desires to alter existing planting or add planting(s) in any common area or limited common area, is required to file a Variance Request, with a plan or sketch showing the proposed work in detail, with the Board. It shall be the responsibility of the unit owner, his agent or employees to determine the location of utilities and avoid damage to such utilities. The only plantings permitted without an approved Variance Request shall be flowers (**no vegetable plants**) placed in any existing strip immediately adjacent to residence foundation. No work may begin until the Variance Request has been approved, in writing, by the Board. The Board shall answer any written request by a unit owner within thirty (30) days after such request.

**2.5 Unit Owner Responsibility for Alterations/Additions.** A unit owner shall be responsible for all expenses of alteration in compliance with the plans, specifications, and maintenance of permitted items, as well as personal liability for additions and/or alterations. Approved alterations/additions must be completed within the time designated in the application and approved by the Board.

The unit owner shall, at his own expense, take corrective action respecting any alterations, damage, destruction or removal caused by him , or a tenant, to restore the common area to the original condition upon written notice from the Association. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may take any action necessary to restore the ground or common area to its original condition and assess the cost thereof against the unit owner. These items are more specifically described and defined in the Declaration.

**2.6 Penalty for Unauthorized Structural Changes.** Any structural changes made to a unit or any changes made by or permitted to be made by a unit owner in the common or limited areas without prior consent in writing from the Association shall be restored to the original condition at the unit owner's expense upon written notice from the Association. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may make such restoration and assess the cost thereof against the unit owner.

Any structural alteration made after obtaining a variance which does not comply with the specifications filed, or any landscaping installed, which does not comply with the plan filed, shall be brought into compliance with such specifications or plan at the unit owner's expense upon written notice from the Association sent by certified mail. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may take whatever steps are necessary to bring the alterations or planting into compliance with the specifications or plan, and assess the cost against the unit owner as a common charge against him.

### **3. RULES AND REGULATIONS**

**3.1 Occupancy Restrictions.** Each residential unit is restricted to residential use as a single family residence, except for home professional pursuits not requiring regular visits from the public, or unreasonable level of mail, shipping, trash, or storage requirements. A single-family residence is as specified in the declaration. No sign indicating commercial uses may be displayed outside a unit. "For Sale" or "For Rent" signs are not to be posted in doors or windows.

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 in any part of the Common Elements or any Unit. Nor shall any Unit be used or rented for transient, hotel, or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number so for sale, pursuant to the Unit Owner's permission. These items are more specifically described and defined in the Declaration.

**3.2 Prohibited Nuisances and Practices.** No nuisances are allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interfere with the peaceful possession or proper use of the property by its residents.

**3.3 Barbecues.** Barbecuing is permitted only on decks with no roof or canopy overhead. Barbecues may be temporarily placed on lawn areas, but must be removed and stored after each use.

**3.4 Fireworks.** No fireworks are permitted to be exploded on Artillery Hill grounds.

**3.5 Tag, estate, or garage sales.** Tag, estate, or garage sales are not permitted, except the annual tag sale approved by the Association Board.

**3.6 Immoral and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be removed or corrected by and at the sole expense of the unit owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

**3.7 Obstructions and Storage in Common Areas.** No unit owner shall cause or permit any obstruction of the common areas or limited common areas reserved for the use of his unit which will interfere with ready access to the unit by security personnel, firemen, or others called in an emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through patio and deck areas, the only items permitted to be stored on decks and patios are: lawn furniture, barbecues (assuming no overhead covering), and flower planters. Toys and small pools may be on the lawn areas when being used, but must be removed on a daily basis, and must not interfere with lawn care operations. Lawn decorations are not permitted. Bird feeders are permitted during the months of September through April and are maintained by Unit Owner. These items are more specifically described and defined in the Declaration.

Written approval by the Board of Directors for the Association should be obtained before storing or displaying items not specifically covered in this section.

Any unauthorized items stored on common or limited common element areas are subject to removal within twenty four hours after written notification has been sent to the unit owner. In the event that the removal process is carried out by the Management Company, the unit owner will be billed for such service. The association/board and Management Company reserves the right to claim no responsibility for items removed from such areas.

**3.8 Wood Storage.** Firewood must be a minimum of two feet from any structure; it must be off of the ground; it must be neatly stacked; it must not be stored in any area which is normally mowed or shoveled; the woodpile must not exceed 64 cubic feet (1/2 cord) in volume (i.e., 4'x 8'x 2'), with only 1/4 cord stored on deck or porches. Wood stored on decks or porches must be inside a container. Unit Owner's are responsible for any damages caused to driveways and grounds from the unloading of wood. Firewood may only be stored during the months of September through April and should be removed after this period. Wood should not be covered.

**3.9 Electrical Devices or Fixtures.** No electrical devices 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. Any damage resulting from such misuse shall be the responsibility of the unit owner from whose unit it shall have been caused. Total electrical usage in any unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

**3.10 Heating and Maintenance of Units.** During the winter months (15th October- 15th April) no unit owner shall leave his unit vacant without taking precautionary measures by way of maintaining heat in the unit and checking the unit at least once a month.

Precautionary measures to prevent the bursting of pipes and plumbing systems due to freezing of water or system deterioration (hot water heaters) within the unit must also be taken.

A temperature setting of 55 to 60 degrees Fahrenheit is required. The Association will seek recovery of out of pocket expenses directly related to damage due to negligence on the part of the unit owner. Unit owners are responsible for damage caused to any units or common elements including their own **due to leaking or malfunctioning plumbing or appliances.**

**3.11 Smoke Detectors.** Each unit must have operational smoke detection equipment. Each unit owner is responsible, at his expense, to have detectors kept in good operating condition.

**3.12 Displays Outside of Units.** Unit Owners or residents shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board. This includes, but is not limited to awnings, canopies, shutters and television/radio antennas. This restriction is not intended to prohibit generally accepted decorations/accessories, such as small thermometers, seasonal/holiday decorations; nor is it intended to prohibit the hanging of the flag of the United States of America. Flags must be removed from the outside of units at darkness on a daily basis as customary. Under no circumstance should any decorations or accessories be placed on the clapboard. Such decorations should be aesthetically attractive and should be removed within four (4) weeks after the end of the seasonal or holiday period. Decorations such as chimes, which cause disturbance to other unit owners, may be subject to removal.

**3.13 Exterior Appearance and Painting.** Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building, nor shall any alterations be made to the exterior of any Unit, without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any. The Association will maintain the exterior decks and arrange for routine maintenance and preservation.

**3.14 Air Conditioners and Fans.** No window air-conditioners or window fans are permitted in any building without prior written permission from the Executive Board.

**3.15 Chimney Cleaning and Maintenance.** The Association is responsible for the repair or replacement of chimneys and chimney flues and will arrange for periodic inspections of chimneys and flue systems by a qualified contractor. If the unit owner fails to correct a reported discrepancy within a reasonable period of time, the Association may hire a contractor to make necessary repairs and assess the cost to the unit. Maintenance of chimney/fireplace screens, installed by the unit owner, are the responsibility of the unit owner. All chimneys will be inspected biannually by the Association's contractor and billed back to the unit owner. (Also see Section 3 Chimneys, Fireplaces).

**3.16 Lint Filters on Dryers: Grease Screens on Stove Hoods.**

All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times, be used and kept in clean, good order and repair by the unit owner. (Also see Section 3 Dryers)

3.17 Storm, Screen, and Garage Doors. Screen and storm doors may be installed at the owner's expense. All installations should have written approval from the Board of Directors prior to installation.

3.18 Pest Control. Unit owners are responsible for removal of pests such as ants, wasps, bees, vermin, and etc. from inside of a unit. The Association will remove visible nests from the exteriors or make reasonable efforts to block entranceways for pests from the exterior.

3.19 Animals and Pets. No animals, birds or reptiles of any kind shall be raised, bred, or kept on the Common Elements, except that no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition, no more than one cat, or other household pet, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash in hand. At no time will pets be tethered anywhere outside of the unit. Specifically, all pet owners are responsible for cleaning up their pets' waste and removing same from the Common Elements and Limited Common Elements.

During such time when a pet is housed in a unit, the owner will indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses which may be sustained by or asserted against the Association and the members of its Board of Directors by reason of acts of said pets committed in or about the condominium property, and the unit owner shall also be responsible for the repair of all damage resulting from acts of said pet.

Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

**3.20 Offensive Activities and Disturbances.** Each resident shall behave in a mannerly fashion being considerate of all others at all times. No noxious or offensive activity shall be carried on in or within the properties of the association, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other persons within the association. No resident shall make or permit to be made any disturbing noises in or outside the buildings by one's family, tenants, or guests; nor do or permit anything to be done by such persons that will interfere with the rights of other members or occupants. No resident shall play a radio/audio equipment, television set, or radio at such volume or times so as to cause a disturbance to other residents.

**3.21. Children, Guests.** Unit Owners shall be held responsible for the actions of children, their guests, and their pets and are responsible for damages caused by the actions aforementioned.

**3.22 Restrictions on Outdoor Cleaning, Washing, and Drying.** No inappropriate object such as rugs, towels, clothes, sheets, blankets, or laundry shall be hung or placed outside of a unit from any windows, doors, or decks. Rugs and mops shall not be shaken in such a manner as to cause dust to be blown towards persons nearby.



#### 4. TRASH, RUBBISH AND DEBRIS

4.1 Disposal of Rubbish. Disposal of garbage/trash, etc. must be placed in garbage cans with lids. Trash must not be put out until the morning of pick up (to reduce the possibility of rodents getting at the garbage). Garbage and trash must not be allowed to accumulate outside of unit, whether in cans or not.

All cartons, packing crates, boxes, etc. must be flattened out and disposed of according to the refuse hauler's guidelines. Large articles that are not considered "ordinary" household trash or garbage, such as furniture, box springs and mattress, must be disposed of by the unit occupants. Dumping of chemicals, motor oil, paints or toxic wastes of any kind is not permitted.

4.2 Enclosure and Floor Coverings for Decks and Patios. No deck or patio shall be enclosed or covered in whole or in part by any screen or otherwise. No floor covering shall be installed on any deck.

4.3 Care of Decks and Patios. Each unit owner shall keep his unit and any deck or patio to which he has sole access in a neat, weed-free state of cleanliness and shall not create any annoyance or hazard to health or safety.

#### 5. REGULATIONS FOR PARKING TRUCKS, RECREATIONAL AND SIMILAR VEHICLES AND OPERATION OF MOTORIZED VEHICLES AND BICYCLES

5.1 Compliance with the Law. All residents must comply with the Connecticut state laws and Motor Vehicle Bureau regulations. Motor vehicles are to be operated on established roads only.

**5.2 Parking.** No vehicle shall be parked in such a manner so as to impede or prevent ready access to any parking space, garage or pedestrian walkway. For emergency reasons, no parking is permitted on any roadway at any time.

All residents are responsible for their guests' parking.

Driving or Parking on grassed areas is strictly prohibited.

No commercial vehicle, or vehicle with more than four tires, is permitted to be stored or parked overnight in the parking areas or common areas. The definition of "Commercial vehicle" includes, but is not necessarily limited to, vehicles displaying advertising, or company logo, or visible racks, tools, fixtures or booms, or commercial license plates, plows, or power take-off units. Trucks, except as noted below, are prohibited in the parking areas and driveways:

Vehicle curb weight .....	2800 pounds maximum
Height .....	62 inches maximum
Wheel base .....	108 inches maximum

"For Sale" signs on any vehicles parked on the complex are not permitted.

No camp trailer or recreational vehicle or boat belonging to residents or their guests is permitted to be parked or stored on Artillery Hill property.

Also included as vehicles not permitted, except as noted below, are those displaying "camper" license plates or substantially modified and/or equipped differently from the original manufacturer's specifications. This includes, but is not limited to external cooling units, electrical connections, pump out

fittings, valves, regardless of the type of vehicle registration. However, the Executive Board, on a case-by-case basis, may authorize a vehicle with "camper" plates to park on the complex. Such authorization must be in writing.

Residents will occasionally be required to move their vehicles to facilitate the removal of snow, the fall and spring cleanups, and the repairs of common areas.

Violator's vehicles may be towed away at the owner's expense.

**5.3 Garages.** If you own more than one vehicle, one must be kept in the garage overnight and not in an outside space. Storage within the garage must not prevent the parking of a motor vehicle in the garage. Garages may not be leased to a nonresident of the condominium. For security reasons, residents are requested to keep their garage doors closed at all times other than when using the garage for entering or leaving the premises.

**5.4 Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles.** The operation of snowmobiles and off-road vehicles, such as dune buggies, dirt bikes, R.V. Camper Trailers, buses, is prohibited on Artillery Hill property. Mopeds shall only be driven by individuals holding a valid driver's license. Repairs to motor vehicles are limited to emergency repairs only, except if done in garage with garage door shut. Unit owners and occupants are responsible for clean-up and remedy of any damage or staining resulting from any oil, chemicals, etc. which spill or leak onto the pavement of the parking lot, street, driveway, and garage floor. Cost of cleanup by an outside contractor hired by the Association will be charged to the unit owner to which the vehicle belonged. Abandoned or inoperable vehicles must be removed from parking areas within a reasonable amount of time, not to exceed 3 days. Storage of unregistered motor vehicles is not permitted on the common elements at any time.

**5.5 Bicycles.** Bicycles are to be ridden on paved surfaces only, and cyclists must adhere to the State of Connecticut traffic regulations governing bicycles. Bicycle riding on the grass areas is prohibited. Bicycles must not be stored on decks or common areas.

**5.6 Speed Limit.** To ensure the safety of all residents, the speed limit is restricted to **20** mph when driving within the complex.

**5.7 Vehicles.** Each unit owner must register all vehicles associated with his/her unit, including tag number, make and model number, with the Management Company.

## **7. POOL REGULATIONS**

**6.1 State Regulations.** Regulations required by the Connecticut State Department of Health shall be included by reference. The Health Department Regulations are available to Unit Owners by contacting the Property Manager.

**6.2 Bathe Before Entry.** All persons shall bathe with warm water and soap before entering the pool.

**6.3 Diseased Persons.** Any person known or suspected of having a communicable disease shall not use the pool.

**6.4 Boisterous Play.** Running and boisterous play (except supervised water sports) are prohibited.

6.5 limitation on Number of Guests. The number of guests of one unit owner at any time may not exceed four (4). Exceptions shall only be permitted with advance request to and approval by the Property Manager. All guests must be accompanied by a Unit Owner/Occupant while in the pool area.

6.6 No Food or Alcoholic Beverages. No food or alcoholic beverages are allowed in the pool area.

6.7 Non-Swimmers in Pool. Non-swimmers of any age should be accompanied by an adult that is a competent swimmer. The Association does not provide lifeguards at any time and non-swimmers assume any risks associated with use of the pool when not accompanied by an accomplished swimmer that is capable of providing appropriate assistance.

6.8 Children Wearing Diapers. Children wearing diapers shall not use the pool unless wearing waterproof diapers designed to be used in swimming pools or wearing other appropriate plastic pants.

***Floatation devices of all types are not allowed in the pool between 5:30 p.m. and 6:30 p.m. on weekdays. Guests are not allowed in the pool between 5:30 p.m. and 6:30 p.m. on weekdays.***

6.9 Days and Hours. Swimming pool use during the season will be on days and at hours as posted by the Executive Board depending on weather and readiness of the swimming pool.

6.10 Pets, Dangerous Instruments, etc. Pets, glassware, underwater breather apparatus, and dangerous instruments of any nature are prohibited from the pool and the pool area.

6.11 Registration. Each Unit Owner shall be responsible to sign a pool registration form at the beginning of the pool season to certify that the Unit Owner is aware of all rules related to the swimming pool and of all circumstances with respect to the fact that lifeguards and safety personnel are not provided at any time.

The Executive Board reserves the right to change the Pool Regulations at any time in accordance with the provisions of the Condominium Documents with respect to changes for rules and regulations.

The Executive Board reserves the right to change Pool Regulations without notice if there is an urgent need to change any Pool Regulation.

The Executive Board reserves the right to revoke pool privileges to any Unit Owner and/or Unit Occupants due to violations of these Pool Rules.

## **7. TENNIS REGULATIONS**

7.1 Use. The use of the Tennis Court shall be limited to four (4) guests at any time. All guests MUST be accompanied by a unit owner/occupant while in the tennis court.

7.2 Hours. The court shall be used only during daylight hours.

7.3 Equipment. Only Tennis equipment may be used; i.e. tennis rackets, tennis balls and soft shoes.

7.4 Length of Use. The tennis court may be used in one (1) hour increments on the hour. At the end of the hour, the next users shall have the court.

7.5 Housekeeping. The court must be left in clean and tidy manner. Food and drinks are NOT allowed on the court. All trash must be disposed of in acceptable receptacles.

7.6 Not Permitted. Wheeled vehicles of any type are prohibited from the tennis court; i.e., roller skates, roller blades, bicycles, skateboards, tricycles, etc. No pets are allowed in the tennis court at any time.

REMINDER: THE PERSONS USING THE TENNIS COURT ARE RESPONSIBLE FOR RELEASING THE TENSION ON THE NET AFTER THEY ARE FINISHED PLAYING.

## 8.0 ENFORCEMENT OF RULES AND REGULATIONS

These Rules and Regulations shall be enforced by the Board of Directors pursuant to the provisions of the Unit Ownership Act of Connecticut, the Condominium Declarations and the By-Laws of Artillery Hill Condominium Association.

## 9. PROCEDURES IN CASE OF VIOLATIONS

If the Board of Directors determines that there may be an alleged violation of any of these Rules and Regulations, it will cause a notice in writing to the unit owner to correct or desist from such alleged violation as soon as possible but within ten (10) days of the date of mailing such notice. If the unit owner disputes the alleged violation, he may make written demand for a hearing within (10) days of the date of mailing such notice. Upon receipt of such demand the Board of Directors shall call such a hearing, giving reasonable notice thereof to the unit owner. The hearing shall be held before a committee of the Board of Directors.

If the committee finds that the unit owner has violated these Rules and Regulations, the Board shall forthwith give the unit owner a final notice in writing to be sent by certified mail (1) to cease and desist from the violation or (2) to correct any unauthorized physical alteration. Such final notice shall specify the time for compliance with its terms.

If the unit owner fails to comply with such final notice and elects not to attend a hearing, or notify the Board/Management Company that the situation has been corrected, the executive board may levy a charge for each violation, provided that the charge for each violation shall not exceed \$25, unless otherwise specified. Each day that a violation continues after the date for compliance as set forth in the first notice shall constitute a separate violation. Any charge so levied is to be collected as a summary charge against the particular unit involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce the collection of common charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive or other relief provided by law. These items are more specifically described and defined in the Declaration.

## 10. INSURANCE

The Association carries property and liability insurance as specified in the By-Laws. The resident is responsible for insurance on personal property within his dwelling unit and in any limited common area that has been assigned for his use. The unit owner should check with his insurance agent to determine the adequacy of coverage on items for which he is responsible.

The deductible for property insurance insuring the common elements is \$1,000. If a claim is made under the master policy due to a failure to follow the Maintenance Standards of Artillery Hill, the unit owner

responsible for the damage resulting in the *claim* shall *be* responsible for the unpaid portion of the claim. Additionally, the unpaid portion of a claim in all other instances will be assessed against the unit that sustained the damage. The Association will, at no time, have any responsibility for any unreimbursed property damage. These items are more specifically described and defined in the Declaration.

10.1 Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept on the property which may result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

10.2 Rules of Insurance. Unit owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the property.

#### 11. PROCEDURES FOR EMERGENCY ACCESS TO UNITS

Neither the Association nor management agent shall hold master keys to any unit. In case of an emergency such as water leakage, burst pipes, or other condition which could endanger people or cause damage to other adjacent property, attempts will be made to contact owners or residents of the unit in order to make emergency repairs and control further damage. Refer to By-Laws Section 5.1.

If the resident or owner cannot be located within a reasonably short period of time, the Association will authorize forcible entry into the unit.

Reasonable efforts such as by telephone, telegram, or mail will be made to contact owners whose unit has been entered to perform emergency repairs or damage control. These items are more specifically described and defined in the Declaration.

### PART TWO

#### SERVICES AND MAINTENANCE INTRODUCTION

The Association will maintain building exteriors, common areas and limited common areas, in conformity with the original concept and intended character of the Artillery Hill Condominiums. Interior repairs and replacements are the responsibility of the owner or as otherwise specified in the Declaration and/or By-laws.

#### 12. DEFINITIONS

12.1 Unit. Is the space within any residence as measured from, and including the unfinished surfaces of all ceilings, floors, perimeter walls and interior bearing walls and partitions. The word "residence" shall be used to refer to the entire building when it is clearly intended to include more than the interior space defined by the term "unit."

*All other areas*, indoors or out, are either Common or Limited Common areas or facilities (see below).

12.2 Common Areas and Facilities. Comprise all real property, improvements and facilities in the condominium other than the unit (as defined above), including, but not limited to, easements through units for conduits, pipes, ducts, plumbing, wiring, etc., for the forwarding of utility services to units and common areas and facilities and to support improvements.

12.3 Limited Common Areas and Facilities. Comprise those portions of common areas and facilities reserved for the exclusive use of a particular unit; they consist of designated driveways, garages, storage space therein, attic space, decks and patios.

### 13. MAINTENANCE SERVICE• FORMS AND PROCEDURES

13.1 Unit and Limited Common Area Work Requests. Any maintenance requests *should* be mailed to the Managing Agent.

#### BUILDING MAINTENANCE

#### 14. GENERAL POLICY

The policy of the Association is to maintain the common areas of the buildings - for example, roofs, siding, trim, stairs, entryways, etc. - in a condition of safe repair and compatible with the character and integrity of the condominium.

14.1 Owner's Responsibility for Repairs and Maintenance and for Negligence. The By-Laws provide that each owner is responsible for the maintenance of and repair to his unit. The unit owner is also responsible for all damages to other units, as well as to the common and limited common areas, if such damages are the result of his negligence, misuse, or neglect.

14.2 Windows and Glass Doors. Owners are responsible for replacement of window glass.

14.3 Storm Doors and Screens. *These items* are optional and the unit owner is responsible for all costs of installation, repair and maintenance. Installation of storm/screen doors must be authorized by the Association to ensure that they will be of approved design, structure *and* color. A Variance form must be filed. Storm windows may be installed only with the approval of the Board.

14.4 Screens. Damage to screens will be the responsibility of the unit owner.

14.5 Decks. The Association will maintain all decks to ensure structural integrity. Necessary replacements of supports damaged by rot or insect infestation will be performed by professionals hired by the Managing Agent. All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of decks.

In addition, waterproofing of decks will be a common expense and contracted for by the Association. The use of paint is not permitted.

If alterations or additions to a deck by a resident result in premature deterioration, the cost of repairs or replacement will be charged to the unit owner. For safety purposes, flower boxes or other objects on a railing should be properly attached. *They* should not present a hazard by rot or other damage. Flower boxes are permitted provided they do not exceed half the distance of the length of any railing. They must not be permanently attached and any bracketing must be rustproof.

14.6 Roofs. All roofs shall be maintained by the Association. Residents or unauthorized persons are not permitted on roofs for any purpose.

14.7 Water Runoff Diverters. Unauthorized addition of gutters, water diverters, etc., is prohibited. If the unit owner considers that delayed water runoff is an excessive nuisance, he may file a Variance Request.

Any work approved must be performed at the owner's expense and under the supervision of the Managing Agent.

## 15. RESIDENCE UNITS - INTERIOR

Minor interior repairs, such as setting of nails in wall panels, filling the settlement cracks and correcting damage to the interior trim are the owner's responsibility. Structural alterations made to building interiors must comply with all applicable Watertown and State building codes and permits. The owner who desires to alter his unit structurally, or the attic area above it, must file a Variance form with the Association and receive authorization in writing before proceeding with such alteration. The unit owner should make certain that the person or firm selected for any alteration has registered at the Management Office before starting and that all required building permits have been obtained and filed with the Manager.

15.1 Attic Area. To install a stair, storage area, or whole house fan, the owner is required to file a Variance Request and receive approval by the Association to ensure that the installation does no damage to electrical, heating, air conditioning, or other interior wall and ceiling structures. All requirements for a building permit must also be met. The approved alterations are to be made and maintained at the unit owner's expense.

It is suggested that an attic area approved under a Variance Request should not be used for storage of boxes of books, furniture, or other heavy items that can create an overstress on the structure, which might result in roof leaks and other problems. Furthermore, over storage of numerous items constitutes a fire hazard. The Association does not assume responsibility for damage to any stored item from whatever cause.

15.2 Electrical Wiring, Electrical Fixtures, Plumbing, and Plumbing Fixtures. These are the property of the owner. Fixtures include, but are not limited to, light switches, outlets, sconces, chandeliers, sinks, tubs, toilets, faucets, water heaters, bathroom heaters and venting fans. The owner is responsible for all repair or replacement of electrical wiring, electrical fixtures, plumbing and plumbing fixtures.

15.3 Appliances. Electrical appliances (stove, washer, and dryer, refrigerator, etc.) are the property of the unit owner, *who must* bear all maintenance and replacement costs.

15.4 Heating and Air-Conditioning. All maintenance of heating and air-conditioning systems, or their repair or replacement, is the responsibility of the owner and should be performed by authorized service representatives of the manufacturers.

**15.5 Walls, Floors and Ceilings.** When walls, floors, or ceilings are damaged by water, from other than rain or melting snow and ice, entering the unit, the Association will assume no responsibility for the cost of replacement or repair. Such water entry could be the result of leakage or overflow in another unit - for example, backup of drains or sewers. Damage from water in one unit caused by negligence of the owner in another unit will be billed to the negligent owner. Damage from stoppage within a unit owner's fixture or appliance is the responsibility of the owner. Minor interior repairs - for example, reseating of nails in wall panels, filling of settlement cracks, and correcting damage to interior trim - are the owner's responsibility.

15.6 Floor Covering. All carpeting and floor covering and additional flooring within the unit are the property of the unit owner.

15.7 Pest Control. Elimination of animals or insect infestation of any type is the owner's responsibility. The Association assumes no responsibility.

15.8 Trim: Wood, Metal, Ceramic, etc. The unit owner is responsible for all interior repairs or replacements - for example, doors, jambs and trim, cabinets, counter tops, bathroom tiles, fireplace facing, hearth and mantel.

15.9 Smoke Detectors. It is the responsibility of the unit owner to maintain his smoke detectors in good operation condition.

15.10 Automatic Door Openers. A unit owner may install an automatic door mechanism at his own expense and will assume responsibility for subsequent maintenance of the door mechanism.

## 16. LANDSCAPING

Landscaping of the common areas is under the supervision of the Association and will be so maintained except for plantings installed by residents upon receiving approval of a Variance. All requests for care of trees or lawns are to be made in writing through the Managing Agent.

### GENERAL POLICY

In general, the policy of the Association is to maintain the common areas in a manner consistent with conditions existing when the condominium was turned over by the declarant. Vines, trees, and shrubs are not permitted to grow on or be in contact with buildings or other wooden structures. When such a situation occurs, vines may be removed and trees and shrubs either removed or pruned back by the Association.

## 17. SPECIFIC POLICY TREES AND SHRUBS

17.1 Native and Decorative Trees. The Association will make every reasonable effort to conserve native trees. Decorative trees planted originally by the Declarant will be maintained. When these native or decorative trees do not survive, the Association will determine whether to replace them, without restriction as to species, size, or number, after a study of the specific situation. Evergreens originally planted will be handled on a similar basis.

17.2 General Tree Care. General care, removal of dead trees, and pruning will be carried out on an approved cyclical program. This includes fertilizing, spraying, and tree surgery as determined by the Association.

17.3 Shrubs and Foundation Planting. The Association will maintain shrub, foundation, or ground cover planting. The Association reserves the option of replacing dead plants with others of comparable traits. No replacements will be made if a resident has made extensive changes, nor will a plant purchased by a resident be replaced. The Association will plant no additional shrubs.

17.4 Shrub Pruning. Shrubs will be pruned on a regular cycle or when the planting next to a unit grows so tall or so compact that it causes deterioration of siding, limits access along pathways, interferes with painting operations, etc. Pruning cycle will be determined by the Association.

17.5 Extra Planting by Residents. A Variance approval is required if a unit owner desires to replace, at his own expense, existing shrubbery with essentially different shrubs, or to plant additional shrubs, trees, or ground cover in common areas. The resident is responsible for maintaining the new or altered planting. If he subsequently elects not to maintain it, he is responsible for restoring the area to a condition comparable to that which originally existed. A unit owner having purchased from a prior owner who has done special planting is responsible for all maintenance of such planting on taking title. The only exception to the above-stated rule is that flowers may be planted in the existing border or beds immediately adjacent to the unit without obtaining a Variance approval.



17.6 Specifications for Increasing Existing or Creating New Planting Beds: All changes should extend out from any structure by at least 4 feet and be "EDGE CUT" only (No border trim such as wood, stones, plastic, etc.) is permitted at the grass border.

## 18. LAWN AND NATURAL AREAS

18.1 Wild Areas. Wild areas are those left unlandscaped and in their original condition. No maintenance will be performed other than removal of dead trees, correction of serious erosion, and elimination of potential fire hazards.

18.2 Lawn Areas. The areas to be mowed will be determined by *the* Association. Lawn mowing normally will be scheduled once a week during the growing season. The schedule may be altered during dry spells by the Association. At no time should obstructions such as grills, or patio, lawn, or other furniture, or birdbaths, fountains, or statuary be placed on a lawn or other common area. The Association will not be responsible for items left on the lawn, which may be damaged by lawn care operations.

18.3 Lawn Watering. Unit owners are encouraged to water shrubbery beds during dry spells.

18.4 Seasonal Lawn Maintenance. Lawn areas will be fertilized and treated on a cycle determined by the Association.

18.5 Spring Cleanup- In the spring, lawns will be cleared of winter debris and leaves removed from borders as early as weather permits. Sand spread during icing conditions will be removed from walks, roadways, and adjacent grassed edges. Lawn areas damaged by winter snow removal will be repaired. Common area beds, and mailbox areas will be refurbished where needed.

18.6 Drainage, Water Runoff, and Erosion. Where erosion has taken place or where it is found that standing water threatens to damage grass, plants or buildings, steps will be taken to rectify the condition. Lawn catch basins and roof gutters will be cleaned periodically and rebuilt or repaired if required.

## 18. ACCESS AREAS

19.1 Snow Removal. Removal of snow from the deck area and entrance steps is the responsibility of the unit owner.

## 19. MISCELLANEOUS

20.1 Modification and waiver. A modification and waiver of any of the provisions of these Rules and Regulations shall be effective only if made in writing, and executed with the same formality as this Agreement. The failure of the Association to insist upon strict performance of any provisions of these Rules and Regulations shall not be construed as a waiver of any subsequent default of the same or similar nature.

20.2 Construction. These Rules and Regulations shall be construed and governed in accordance with the laws of the State of Connecticut.

20.3 Separable Provisions. These Rules and Regulations shall be considered separable and in the event any portion of them is declared invalid by any Court of competent jurisdiction, the same shall not affect the validity or affect any other portion or provision.

20.4 Headings. The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provisions of these Rules and Regulations.

## 20. POLICIES

20.1 Mail Box Key Policy. See attachment in Section 8.

20.2 Walkway lights Specifications and Policies. See attachment in Section 8. Variance Request forms are available from the Management Company.

20.3 Awning Specifications and Policies. See attachment in Section 8. Copies of this policy are available from the Management Company. All unit owners must complete a request application prior to purchasing and installing an awning in the Association, at their unit.

20.4 Insurance Claims Policy. See attachment in Section 8.

20.5 Association Fee - Collection Policy. See attachment in Section 8.

**20.6 Satellite Dish Rules.** Copies of this policy are available from the Management Company. All unit owners must complete a request application prior to purchasing and installing a Satellite Dish in the Association, at their unit.

## SECTION 7

### MANDATORY RESERVE POLICIES

#### AMENDMENT TO DECLARATION OF ARTILLERY HILL TO ESTABLISH RESERVE POLICIES

##### ARTICLE XIX, SECTION 19.1 (d) REPLACEMENT:

- (d) Reserves established pursuant to Section 19.13 below. Except as provided in Section 19.13  
Below, reserves shall be collected under the Reserve Plan and expanded pursuant to the  
Allocations in the Reserve Plan. Such Reserves will be known as the "Mandatory Reserves".

##### ARTICLE XIX, SECTION 19.1 (e) NEW SECTION:

- (e) Any other reserves as may be established by the Association, for repair, replacement, or addition to any Common Elements or any other real or personal property acquired or held by the Association.

##### ARTICLE XIX, SECTION 19.13 THROUGH 19.16 NEW SECTIONS:

Section 19.13 - Mandatory Reserve Plan. The Executive Board shall establish and maintain a five-year and twenty-five years Reserve Plan, consistent with the Reserve Plan Guidelines attached as Exhibit A to this Amendment. Except as provided in Section 19.14 below, the Mandatory Reserves established under the Reserve Plan shall be used for the maintenance, repair and replacement of only the following Mandatory reserve Common Elements:

- (a) Exterior walls of all buildings and interior supporting structures and common systems, including but not limited to, wood siding, wood trim, exterior painting, sealing and caulking.
- (b) All paved surfaces, including but not limited to, roads, streets, driveways, parking areas, and walks.
- (c) The roofs of all the buildings, including but not limited to, the asphalt roof shingles, wood under-laminate, flashing, gutters, down spouts, and those portions of chimneys, flues and roof vents which are part of the common elements.
- (d) Wood decks (or patios), stairs and stoops.
- (e) Swimming pool.
- (f) Tennis courts.
- (g) Playground.
- (h) Site lighting and related electrical.

- (i) Site water system, catch basins and storm drainage.
- U) Lawns, original plantings, trees and landscaping.

Section 19.14- Use of Mandatory Reserves. The Executive Board may only expend the Mandatory Reserves for the purposes provided in Section 19.13 above and in accordance with the schedule in the Reserve Plan, except for the following special uses:

- (a) The use of the Mandatory Reserve is approved by two-thirds vote of the Executive Board and if the use of the funds is necessitated by an emergency affecting the Mandatory Reserve Common Elements listed in Section 19.13 above. If the Executive Board votes to use the Mandatory Reserves for an emergency, it must provide written notice to unit owners no later than 45 days after the vote. The notice must describe in detail: the nature of the emergency, the amounts expended or estimated to be expended, the schedule for reimbursing the amounts expended and the date for completion of the emergency actions.
- (b) The schedule of the projects under the Mandatory reserve Plan may be altered by a two-thirds vote of the Executive Board. If the Executive Board votes to alter the schedule of the projects, it must provide written notice to unit owners no later than 45 days after the vote. The notice must describe in detail: the schedule alteration, the reason for the schedule alteration and the reason why the schedule alteration is in the best interests of the Association, is cost effective, and is consistent with the purpose of the overall Mandatory Reserve Plan.
- (c) The Executive Board, by a vote of two-thirds of its members, may borrow funds from the Mandatory Reserves during each budget year in an amount not to exceed 5% of the annual operating budget for that year. If the Executive Board votes to borrow funds from the Mandatory reserves, it must provide written notice to unit owners no later than 45 days after the vote. The notice must describe in detail: the amount borrowed, the purpose for the expenditures, schedule for reimbursing the amount borrowed and the reason why borrowing the funds from the Mandatory Reserve is in the best interest of the Association.

In the event that such special uses deplete the Mandatory Reserves to a balance below that required in the Mandatory Reserve Plan, the Executive Board must use its best efforts to increase the Mandatory Reserves to the required balance. If the Executive Board cannot restore the balance by the adoption of the next annual budget, the budget must include provisions for the restoration of the Mandatory Reserves.

Section 19.15 - Mandatory Reserves Accounts. Reserves collected pursuant to the Mandatory reserve Plan shall be segregated from other Association funds. Any required adjustment to the accounts shall be made at the beginning of each budget year.

The Mandatory Reserves shall be held in federally insured accounts providing sufficient liquidity for scheduled expenditures under the Mandatory Reserve Plan. Except as provided in Section 19.14, the minimum balance in such Accounts shall total 100% of the current budget year's reserves, plus 5% of the total operating budget for the current budget year. Any surplus from the operating budget at the end of a budget year shall be deposited into the Mandatory Reserves Accounts, unless the balance of Accounts exceeds the required minimum balance and unless the total amount of expenditures for capital improvements made before the adoption of this Amendment has been reimbursed to the Mandatory Reserves.

Section 19.16 - Adoption of and Adjustments to Mandatory Reserve Plan.

Immediately upon the adoption of this Amendment, the Mandatory Reserve Plan attached to this Amendment as Exhibit A shall become effective. Assessments to fulfill the provisions of the Mandatory Reserve Plan shall begin on a date selection by the Executive Board, but shall be no later than the beginning of the next budget year.

At least once every five years after the adoption of the Amendment, the Executive Board shall commission an Engineering Study, to be performed by a certified and qualified Engineering Firm with experience in evaluating common element reserves, and prepare updates and adjustments to the Mandatory Reserve Plan, as required. Any adjustments to the Mandatory reserve Plan must be approved by 2/3 of the members of the Executive Board and a majority of all unit owners. Any adjustments to the Mandatory Reserve Plan must be consistent with the concept and scope of the original Mandatory Reserve Plan attached to this Amendment as Exhibit A.

