

**COMMON INTEREST COMMUNITY  
RESALE DOCUMENT AND CERTIFICATE**

This certificate is issued pursuant to Section 47-270 of the Common Interest Ownership Act, Connecticut General Statutes.

Project Name: Rowayton Woods Condominium Association  
Address of Community: Rowayton Woods Drive, Norwalk, CT 06854  
Miscellaneous: Tennis Court, Pool, Pond

Unit Address: 206 Rowayton Woods Drive, Norwalk, CT 06854  
Parking Space omitted Storage Bin: omitted  
Garage Unit (if applicable): attached  
Unit Owner Name: TD Bank, N.A. – ATTN: [REDACTED]

The undersigned, being duly authorized by the Association, hereby certifies that as of the 3<sup>rd</sup> day of June, 2021 the following statements accurately, to the best of my knowledge and belief, reflect the state of the records of the Association.

1. According to the Declaration and By-Laws the Board of Directors **DOES NOT HAVE** the Right of First Refusal or restraint for the above-mentioned unit.
2. **STATEMENT OF PERIODIC AND UNPAID COMMON EXPENSE:**

Fiscal Year: September 1, 2020 - August 31, 2021

The common charge for this unit is **\$608.84** per month.

Separate Garage Fee (if applicable) **\$n/a**

Per the request form submitted, a garage unit  is included with the sale/  is NOT included with the sale.

Special Assessment for this unit is as follows: N/A

The amount of unpaid expenses currently due and payable as of this date is

Common charges: **\$0.00**  
Special Assessments: **\$0.00**  
Fines or late fees due: **\$30.00 (late fee)**  
Total amount due **\$30.00 as of 6/3/2021**

Common expenses are payable monthly, and will be due in installments on the **1st day** of the month in advance. There is a late charge of **\$30.00 + \$5.00 statement fee** if payment is not received by the Association's Managing Agent by the **10th day the month**.

Please note: if this Certificate is being completed prior to the 10th of the month, it may not include accounts which become delinquent in the month it is issued.

INVOICES WILL NOT BE SENT. Payments should be submitted to the address below. UNIT ADDRESS must be indicated on payment. Once confirmation of the sale is received (Attorney Sale Confirmation form) the buyer will be supplied with additional payment options, if applicable.

**Rowayton Woods Condominium Association, Inc**  
c/o Westford Real Estate Management  
P.O. Box 120026  
Stamford, CT 06912-0026  
[www.mywestfordlogin.com](http://www.mywestfordlogin.com)

*The balances shown on this statement may reflect recent payments on the account which have been made by check. The Association is not responsible if the check presented was written against insufficient funds and is returned unpaid for this or any other reason. The Prospective Purchaser is advised that all uncollected common charges, dues and taxes and any outstanding balances become the responsibility of the Buyer upon purchase of the Unit. The purchaser will also be responsible for any fines and/or dues which may have been posted to the account after the release of the resale certificate.*

3. Other fees which will be due on or before closing are as follows:

**PAID BY BUYER:**

- **Capital Contribution** fee equal to two (2) months common charges. **\$ SEE ITEM #2**

**PAID BY SELLER:**

- **None**

Applicable Capital Contribution and Move IN/OUT Fees are due at closing and will be assessed to the Unit upon confirmation of sale. Payments should be paid via separate check/money order payable to Rowayton Woods Condominium Association and sent to Westford Real Estate Management, 348 Hartford Turnpike, Suite 200, Vernon, CT 06066.

4. **CAPITAL EXPENDITURES:** Capital expenditures in excess of \$1,000.00, approved by the Board of Directors for the current fiscal and next succeeding fiscal year, are:

Fiscal Year: September 1, 2019 - August 31, 2020

- The current operating budget for the Association is attached.
- A copy of the *approved* budget for the next fiscal year (if applicable) is attached for review.  
N/A.

5. **STATEMENT OF RESERVES:** Current amount of reserves for capital expenditures: **\$408,813.09** as of **May 31, 2021** (within 60 days).

**CURRENT OPERATING BUDGET:** Fiscal Year: September 1, 2020 - August 31, 2021

6. **UNSATISFIED JUDGEMENTS/LITIGATION:** a statement of any unsatisfied judgments against the association and the existence of any pending suits or administrative proceedings in which the association is a party, including foreclosures but excluding other collection matters.

There are no unsatisfied judgments against the Association, or pending suits or administrative proceedings in which the Association is a party, except as indicated below.

Case: NONE

For current litigation notice, which is public record, please refer to the State of Connecticut Judicial Branch website at: <http://civilinquiry.jud.ct.gov/PartySearch.aspx>

**MORTGAGE FORECLOSURES:**

- None at this time reported to Westford Real Estate Management, LLC  
 See below

FST-CV-19-6040837-S: MTGLQ Investors, L.P. v. **Jennifer Willauer (22)** Et Al

7. **STATEMENT OF INSURANCE:** a statement of the insurance coverage provided for the benefit of unit owners, including any schedule of standard fixtures, improvements and betterments in the units covered by the association's insurance that the association prepared pursuant to subsection (b) of section 47-255;

***Bouvier Insurance  
29 North Main Street  
West Hartford, CT 06107  
860-232-4491  
Binsurance.com***

*In accordance with the Common Interest Ownership Act Section 47-270(a), the following is a statement of the insurance coverage provided for the benefit of unit owners. Additionally, there are some suggestions that you may wish to take into consideration when purchasing a unit.*

*The Association has obtained a Master Insurance Policy with Philadelphia Insurance. The effective date of the coverage is March 1, 2021 and expires on March 1, 2022. Additional information on insurance coverage and a Certificate of Insurance may be obtained through the Association's insurance agents.*

***Master Policy Coverage:***

- a. ***Property:*** *The total amount of insurance that could apply to your building or all buildings that the Association is responsible to insure, covering both the common elements and your unit, including the party walls, floors as well as any permanent fixtures and installations initially installed by the developer and their replacements and/or upgrades. There is a \$10,000 deductible and Guaranteed Replacement cost.*
- b. ***Liability:*** *The General Liability insurance covers injuries that are sustained on Common Property.*
- c. ***All Risk:*** *The Master Policy covers all normal risks of loss. Even though it is "all risk" coverage, some common exclusions\* are listed below.*
- *Flood/Earthquake loss*
  - *Value of household and personal property*
  - *Additional living expenses should the unit become uninhabitable during a loss*
  - *Personal Liability*
  - *Loss assessment coverage*
  - *Value of jewelry, furs, silverware, fine arts, etc.*

*\*If you have any questions regarding your insurance coverage, please feel free to contact the Association's insurance agency listed above.*

8. **STATEMENT OF ALIENATION:** a statement of any restrictions in the declaration affecting the amount that may be received by a unit owner on sale, condemnation, casualty loss to the unit or the common interest community or termination of the common interest community;

There are no restrictions in the declaration affecting the amount that may be received by a unit owner on sale, condemnation, casualty loss to the unit or the common interest community or termination of the common interest community unless indicated below.

NONE

Please refer to the documents in their entirety. Certain sections have been attached for easy reference. N/A

**Garage Unit:** Per the Amended/Restated Declaration XVIII after October 17, 2016 no owner of a Garage Unit may lease or sell a Garage Unit to any person who is not an owner of a Residential Unit. Any person who owns not more than one Residential Unit and also owns a Garage Unit, who conveys title to either, must: (a) convey both to the same purchaser, (b) convey the Garage Unit to the owner of any other Residential Unit within six (6) months or (c) convey the Garage Unit to the Association for fair market value within six (6) months after the conveyance

9. **COOPERATIVE/ACCOUNTANT'S STATEMENT:** This is not a cooperative.
10. **STATUTORY AGENT:** if the association is unincorporated, the name of the statutory agent for service of process filed with the Secretary of the State pursuant to section 47-244a;
- The Association is incorporated and the name of the statutory agent for service filed with the Secretary of State is **Westford Real Estate Management, LLC 348 Hartford Turnpike, Suite 200 Vernon, CT 06066**
11. **PENDING SALES OR ENCUMBRANCES:** a statement describing any pending sale or encumbrance of common elements. There is no pending sale or encumbrance of common elements.
12. **RESTRICTIONS ON USE AND ALIENATION:** a statement disclosing the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person; **Please refer to the documents in their entirety. Certain sections have been attached for easy reference, in particular:**

**Rental Restrictions**

- a. A unit cannot be leased during the first 12 months after the purchase date;
- b. A unit may be leased only once during any 12 month period;
- c. A unit can be leased for no more than 36 months in any 48 consecutive month period;
- d. Requests for subleases must be approved by the Association Board of Directors

**Garage Unit:** Per the Amended/Restated Declaration XVIII after October 17, 2016 no owner of a Garage Unit may lease or sell a Garage Unit to any person who is not an owner of a Residential Unit. Any person who owns not more than one Residential Unit and also owns a Garage Unit, who conveys title to either, must: (a) convey both to the same purchaser, (b) convey the Garage Unit to the owner of any other Residential Unit within six (6) months or (c) convey the Garage Unit to the Association for fair market value within six (6) months after the conveyance

13. **DELINQUENCY STATEMENT – 60 DAYS:** There were **3** Unit(s) whose Owners were at least sixty days' delinquent in paying their common charges on the following date **May 31, 2021** (within 60 days of this statement).

14. **STATEMENT OF FORECLOSURES** – 12 months:  
The Association has filed 1 foreclosure actions during the past twelve months. Of these, 0 were pending on the following date May 31, 2021 (within 60 days of this statement).
15. **STATEMENT OF INDEPENDENT REPORT BY CERTIFIED PUBLIC ACCOUNTING.**  
The most recent fiscal period within the past five years for which an independent certified public account reported on a financial statement is: 2016/2017. Such report on the financial statement was a  
 compilation,  review, or  audit.
16. **ESTABLISHED MAINTENANCE STANDARDS:** any established maintenance standards adopted by the association pursuant to subsection (e) of section 47-257.  
If any common expense allocated to a Unit is caused by violation of the written maintenance standards that may be contained in the Association’s documents accompanying this certificate the Association may, after Notice and Hearing, assess the portion of that common expense in excess of any insurance proceeds received by the Association exclusively against the Owner of that Unit, whether that portion results from the application of a deductible or otherwise.

Community Documents Attached: The attached documents accompanying this certificate are certified to include all amendments and be current as of this date.

1. Declaration with all subsequent amendments.
2. Bylaws of the Association with all subsequent amendments.
3. The current Rules and Regulations of the Association.
4. Current Operating Budget.
5. Other: N/A

Please be advised that if the Association documents have not been adopted or amended since 2010, they may be subject to conflicting or varying provisions of Connecticut Common Interest Ownership Act that became effective in 2010. REF: Connecticut Gen Statute Section. 47-200 et seq. Provisions of this act would replace provisions found in the association's governing documents. If there is conflict between the documents and CIOA, as it has been amended, CIOA supersedes. Conn Gen Statute Section. 47-200 et seq may be reviewed online at various sites; one of which is <https://www.cga.ct.gov/current/pub/titles.htm>.

*Compliance with all programs that are mandated by the Board of Directors (i.e. Census Program, Permit Program, Hot Water Heater Program, Chimney & Dryer Vent Cleaning) specific to the Association is the sole responsibility of each individual unit owner. Purchasers should confirm compliance with the Seller prior to closing. A Program Compliance Memo has been included in the Welcome Package section summarizing current programs*

Certified by:

Westford Real Estate Management, LLC  
348 Hartford Turnpike, Suite 200 Vernon, CT 06066

**Richard  
Wechter**

Digitally signed by  
Richard Wechter  
Date: 2021.06.08 08:49:22  
-04'00'

**Richard Wechter, CMCA**

**Senior Vice President**

**Westford Real Estate Management, LLC**

A duly authorized managing agent for

Rowayton Woods Condominium Association, Inc.

*Note: The balances shown on this statement may reflect recent payments on the account which have been made by check. The Association is not responsible if the check presented was written against insufficient funds and is returned unpaid for this or any other reason. The Prospective Purchaser is advised that all uncollected common charges, dues and taxes and any outstanding balances become the responsibility of the Buyer upon purchase of the Unit. The purchaser will also be responsible for any fines and/or dues which may have been posted to the account after the release of the resale certificate.*

**WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200 Vernon, CT 06066

Phone: 860-528-2885 Fax: 860-528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

Enclosed is the Resale Certificate for the above referenced unit. Included with this Resale are the following items:

**SECTION I**

Resale Certificate and attachments

Attorney Sale Confirmation form

**Section II**

Welcome Section

High Risk Program memo

Unit Owner Census form

**Section III**

HOA legal docs

For balance inquiries prior to closing, please contact the accounting department at Option

#2 or by email [ar@westfordmgt.com](mailto:ar@westfordmgt.com)

Please help the Association ensure that its records are as accurate as possible. **It is imperative that we receive the completed Attorney Sale Confirmation and Unit Owner Census Form within 48 hours of closing.** We would sincerely appreciate your assistance by passing these items on to the buyer and buyer's attorney/representative.

Capital Contribution fees are due at closing and will be assessed to the unit once confirmation of the sale is received.

Should you have any questions, you may contact me at (860) 528-2885 ext. 412 or by email at [maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com).

*MaryJo Withee*

Director of Homeowner Resources

Westford Real Estate Management, LLC

348 Hartford Turnpike, Suite 200

Vernon, CT 06066

(860) 528-2885 Ext. 412

(860) 528-2989 FAX

[maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com)

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348 Hartford Turnpike, Suite 200 Vernon, CT 06066

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**ATTORNEY'S SALE CONFIRMATION**

**THIS FORM MUST BE SUBMITTED WITHIN 48 HOURS OF CLOSING BY CLOSING ATTORNEY. OWNERSHIP RECORDS WILL NOT BE UPDATED UNTIL THIS FORM IS RECEIVED BY WESTFORD.**

To: Westford Real Estate Management, LLC [maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com) (or address above)

From: Attorney \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

We represented \_\_\_\_\_ at the closing of:

**Rowayton Woods Condominium Association, Inc.**

**Rowayton Drive, Norwalk, CT 06854**

**Residential Unit: \_\_\_\_\_**

**Garage Unit: \_\_\_\_\_**

A mortgage amount of \$\_\_\_\_\_ was recorded.

The mortgagee is \_\_\_\_\_.

The monthly fee to be collected is \$\_\_\_\_\_.

The full legal name of the owner(s) is (are) \_\_\_\_\_.

Address \_\_\_\_\_

Date of transfer of ownership \_\_\_\_\_

**Please complete this form and return by mail or fax or email within 48 hours of closing,**

**Thank you!**

**Attn: Mary Jo Withee**

**FAX; 860-528-2989**

**Email: [maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com)**

**IN HOUSE:**  Capital Contribution/Move In Fee: Resale CERT Item #3 \_\_\_\_\_

CSC or LASR check list

Offsite tracker (if applicable)  Census Received  garage LIST



ARTICLE III: DESCRIPTION OF LAND. The land hereby submitted to the condominium form of ownership under the Act is the land described in Exhibit A attached hereto and made a part thereof.

ARTICLE IV: NAME OF BUILDING. All buildings in the Condominium shall be known as "Rowayton Woods Condominium."

ARTICLE V: DESCRIPTION OF BUILDINGS. There shall be thirteen (13) buildings, one consisting of the house known as 245 Highland Avenue and twelve (12) other buildings each consisting of three (3) floors with no basements: Buildings No. 1, 2, and 7 shall have twelve (12) units; Buildings No. 3, 4, 6, 8 and 11 shall have eighteen (18) units; Building No. 10 shall have sixteen (16) units; Building No. 9 shall have nineteen (19) units; Building No. 12 shall have twenty-one (21) units; Building No. 5 shall have twenty-four (24) units. The principal materials to be used in constructing the buildings are more particularly set forth in Exhibit B, which exhibit is attached hereto and made a part thereof.

ARTICLE VI: IDENTIFICATION OF UNITS. The unit number, type of unit, a statement of its location, approximate area, number of rooms, and their percentage of interest (fractional share) of each Unit in the Common Areas are shown and/ or designated in Exhibits C, D and E attached hereto and made part thereof.

ARTICLE VII: DESCRIPTION OF COMMON AREAS. The Common Areas are all portions of the Condominium except the Residential Units and Garage Units as more particularly described in Article II Section 6.

ARTICLE VIII: DESCRIPTION OF LIMITED COMMON AREAS. Limited Common Areas are those defined in Article II Section 7 of this Declaration.

ARTICLE IX: PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPURTENANT TO EACH UNIT AND ITS OWNER.

The percentage of undivided interest in the Common Areas appurtenant to each unit and its owner is more particularly set forth in Exhibit C attached hereto. The total percentage of the undivided interest of all the units is 100 percent.

ARTICLE X: USE, PURPOSES AND RESTRICTION. The use of the Property and the purposes for which the Buildings and each of the Units are intended shall be in accordance with the following provisions:

Section 1. Each Residential Unit shall be occupied only by a single family, its servants and guests as a residence and for no other purpose. Not more than two adults per bedroom may permanently occupy any Residential Unit.

Section 2. Each Garage Unit is hereby restricted to use for parking a motor vehicle owned by the Unit Owner of the Garage Unit, and for miscellaneous storage purposes.

Section 3. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain his own unit and keep it in good order and repair.

Section 4. Nothing shall be done or kept in any Unit or the Common Areas which will increase the rate of insurance of the Buildings or the contents thereof beyond the rates applicable for Residential Units without prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Areas which will result in the cancellation of insurance on any of the Buildings or the contents thereof or which would be in violation of any law. No waste shall be permitted in the Common Areas.

Section 5. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of windows or placed on the outside of walls of any of the Buildings and no items, including but not limited to signs, awnings, canopies, shutters, radio or television antennae, or other devices shall be affixed to or placed upon the exterior walls or roofs of any part thereof without the prior written consent of the Board of Directors except as otherwise allowed by law. Nor shall any "For Sale", "For Rent", or "For Lease" signs be affixed to any unit or Building. Nor shall other window displays or advertising be maintained or permitted on any part of the Property or in any unit nor shall any unit be used or rented for transient, hotel or motel purposes. The Rules may impose restrictions on the ability and manner in which units may be leased and require that the Unit Owner provide specified information to the Board and tenant relating to all lease agreements.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the Common Areas, except that dogs, cats and other household pets not to exceed two per unit may be kept in the units subject to the Rules adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten days written notice from the Board of Directors.

Section 7. No noxious or offensive activities shall be carried on in any unit or in the Common Areas nor shall anything be done therein either willfully or negligently which may be or become an annoyance to the other Unit Owners or occupants.

Section 8. Nothing shall be done to any unit or on or in the Common Areas which will impair the structural integrity of the Buildings or which will structurally change the Buildings.

Section 9. No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.

Section 10. The use of the Common Areas and Recreation Facilities or other facilities, acquired by the Association by lease or otherwise, by all the Unit Owners and all other persons authorized to use the same shall be at all times subject to the By-Laws and such Rules as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

Section 11. Except as may be permitted by the Rules adopted by the Board of Directors, no industry, business, trade occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property. No use or practice shall be permitted on any part of the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 12. The Board of Directors shall have the power to make and amend such regulations as may be necessary to carry out the intent of these use restrictions.

Section 13. Each Unit Owner shall be entitled to share in any surplus over and above a reasonable reserve established by the Board of Directors in such manner determined by the Board of Directors and each Unit Owner shall be liable for Common Areas in the same percentage as the individual Unit Owner has in the undivided interest of the total Common Areas.

Section 14. The Association, acting by its Board of Directors, shall have the right to levy, after notice and opportunity to be heard, fines for violations of the Declaration, Bylaws, or Rules, *provided* that the charge for a single violation may not exceed Two Hundred Fifty Dollars (\$250.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Unit Owner involved, and the collection may be enforced by the Board of Directors 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 of injunctive relief as provided by law.

Section 15. The parking spaces, whether reserved or unreserved, shall not be used for any purpose other than to park motor vehicles in operating condition. No open bed pick-up trucks, vehicles licensed with repair, combination or commercial plates, campers, or trailers are permitted. No boats shall be parked overnight on the Condominium roadways, Common Areas, or in any parking space whether reserved or unreserved. No major repairs to any motor vehicle shall be permitted on the Condominium roadways, common areas, or in any parking space whether reserved or unreserved. No unregistered motor vehicle shall be permitted on any of the Condominium roadways, Common Areas, or in any parking space, whether reserved or unreserved. The Board of Directors may adopt additional rules to regulate the parking and use of motor vehicles on the Property.

As used in this Declaration, "motor vehicle", "truck", "commercial motor vehicle", "camper" and "trailer", shall have the same meaning as set forth in Section 14-1 of the Connecticut General Statutes.

Section 16. The By-laws may provide that a capital contribution and/or transfer fee shall be payable upon the conveyance of any unit.

ARTICLE XI: PERSON TO RECEIVE SERVICE. Westford Real Estate Management, LLC of 348 Hartford Turnpike, Suite 200, Vernon, Connecticut 06066 is designated as the proper party to receive notice of process in any action which may thereafter be brought against the Association. The Association may from time to time appoint such other person as the Board of Directors shall deem appropriate to serve as registered agent for service in accordance with applicable law.

ARTICLE XII: ENCROACHMENTS. If any portion of the Recreation Facilities and/or Common Areas now encroaches upon any unit or if any unit now encroaches upon any other unit or upon any portion of the Common Areas as a result of the construction of the Buildings, or if any encroachment shall occur hereafter as a result of the settling or shifting of the buildings, a valid easement of the encroachment and for the maintenance of the same shall exist so long as the Buildings shall exist. In the event any Building, unit, any adjoining unit, or any adjoining Recreation Facilities and/or Common Areas shall be partially or totally destroyed by fire or as a result of other casualty or as a result of a condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Areas due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Buildings shall stand.

ARTICLE XIII: PIPES, DUCTS, CABLES, WIRES, CONDUITS, CHIMNEYS, UTILITY EQUIPMENT, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.

Each unit shall have an easement in common with all other units to use and repair as necessary, through the Association, all pipes, wires, ducts, cables, conduits, chimneys, public utility lines and other elements located in any of the units or Common Areas. Each unit shall be subject to an easement in favor of other Unit Owners to use and repair as necessary, through the Association, the pipes, ducts, cables, wires, conduits, chimneys, public utilities lines and other elements serving such unit or other unit or Common Areas and located in each such unit. In addition, each unit shall be subject to, and shall have, such easements of support and shelter from and over such other units as may be necessary for the continuance and maintenance of the structural portions of the Common Areas. The Board of Directors shall have the right to reasonable access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace elements necessary for the preservation of the, and the elements common to it and other units or Common Areas contained therein or elsewhere in the Buildings and to maintain, repair or replace such other equipment or elements as may be the Association's responsibility under the By-Laws or by contract, including heating and air-conditioning fixtures located in certain units.

ARTICLE XIV: AUTHORITY OF UNIT OWNERS ASSOCIATION

Section 1. The Board of Directors (Unit Owners Association) shall have all the powers set forth in the Act, including but not limited to the powers to:

(1) Adopt and amend bylaws and rules;

this Article. In the event that the Board of Directors determines that such a taking so removes land, and Buildings containing units that they cannot be effectively restored or replaced substantially in compliance with the building plans, and unless seventy-five percent (75%) of the Unit Owners and holders of mortgages on at least seventy-five percent (75%) of the units vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the rules of the American Arbitration Association for reformation of these documents with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining units, and such other remedies as law will allow and equity require.

ARTICLE XVIII: NO SEVERANCE OF OWNERSHIP. Section 1. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer or such other disposition of such part of the appurtenant interests of all units, provided by the Act.

Section 2. After October 17, 2016, no owner of a Garage Unit shall execute any deed or other instrument leasing or conveying title to his Garage Unit to any person who is not the owner of a Residential Unit. Also after that same date, any person who owns not more than one Residential Unit and also owns a Garage Unit, who conveys title to either, must: (a) convey both to the same purchaser simultaneously, (b) convey the Garage Unit to the owner of any other Residential Unit within six months after the conveyance, or (c) convey the Garage Unit to the Association for fair market value within six months after the conveyance. Any lease or conveyance which violates the provisions of this section shall be void and ineffective, and the Association may, by Rule, impose such other consequences of such a violation as it may deem warranted.

ARTICLE XIX: COMMON CHARGES.

(a) The Board of Directors, at least annually, shall adopt a proposed budget for consideration by the Unit Owners. Not later than thirty days after the adoption of a proposed budget, the Board shall provide to all Unit Owners a summary of the budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a majority of all Unit Owners votes to reject the budget, the budget shall be rejected. If, at that meeting or in the vote by ballot, a majority of all Unit Owners does not vote to reject the budget, the budget shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until the Unit Owners approve a subsequent budget.

Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions has never been included herein.

ARTICLE XXVII: CONFLICTS. This Declaration seeks to comply with the requirements of the Act. If any conflict exists between this Declaration and the provisions of the Act, the provisions of the Act shall control.

ARTICLE XXVIII: DECLARATION, A REAL COVENANT. The covenants and restrictions of this Declaration are covenants real and shall run with and bind the land and shall inure to the benefit of and be enforceable by the Unit Owners acting through the Association, their respective legal representatives, heirs, successors and assigns. The Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens, and subject to the rights of amendment and termination herein set forth.

ARTICLE XXIX: VOTING. Any vote of the Unit Owners on any matter affecting the Declaration, shall be conducted by them as members of the Association and in accordance with provisions established in the Declaration and By-Laws.

ARTICLE XXX: LEASING RESTRICTIONS.

Section 1. No Residential Unit or Garage Unit may be leased, rented, or otherwise conferred for possession by a nonowner other than the owner's immediate family member in exchange for the payment of rent or other value (hereafter referred to as "leased" or "a lease"), except as provided in this Article.

Section 2. No person who acquired title to a Residential Unit or Garage Unit after April 1, 1986 may lease it during the first twelve months after acquiring title, or more than once during any twelve-month period, or more than thirty-six of any consecutive forty-eight month period.

Section 3. Subleases are prohibited unless either the owner acquired title to the Residential Unit or Garage Unit before April 1, 1986 or the owner and tenant jointly apply for and receive permission of the Board in advance.

Section 4. Only the entire Residential Unit or Garage Unit, as opposed to a single room or other portion of the Residential Unit or Garage Unit, may be leased. The owner may not reside in or occupy the Residential Unit or Garage Unit at any time during the lease period. This Section 4 shall take effect sixty days after its adoption with respect to any such tenancy in effect at the time of such adoption.

Section 5. Tenancies which are for unspecified durations, or which are month-to-month, or which are for any period less than one year are prohibited. The lease agreement must be in writing, specify an initial term of no less than one year before any extensions or renewals, and incorporate and append copies of this Declaration, the Bylaws, and the Rules. This Section 5 shall take effect sixty days after its adoption with respect to any such tenancy in effect at the time of such adoption or, if later, upon the expiration of such tenancy the term of which had been specified for a period of under one year.

Section 6. Garage Units may not be leased to any person who is not a resident of the Condominium.

Section 7. All of the following must be provided to the Board of Directors before the lease begins and within two days of any change: (1) copies of the lease and every modification, renewal, or extension; (2) the names, addresses, and phone numbers of all owners, tenants, and occupants; and (3) any additional documents or information related to the lease or parties set forth by Rule or requested by the Board of Directors at any time during the lease term. These submissions are for recordkeeping and contact purposes only, not for Board approval.

Section 8. The Board of Directors may, in its discretion, grant exceptions to one or more of the requirements of this Article due to proven hardship such as a Unit Owner's military duty, extended hospitalization, or other extreme circumstances. The Board will respond to such applications within thirty days, but its failure to do so shall not be deemed consent.

Section 9. Any purported conveyance, lease, or other transaction or provision contained in any agreement which contradicts the Declaration, Bylaws, or Rules or any federal, state, or local law is prohibited and shall be deemed void. No owner may advertise or propose a Residential Unit or Garage Unit for lease in any manner which, if so leased, would violate any provision of this Article. Unit owners and tenants may be fined up to \$250 for each violation of this Article, and each day of continuing violations shall be deemed a new violation.

Section 10. This Article shall not apply to the extent forbidden by the regulations or requirements of the United State Veterans Administration.

## AMENDED AND RESTATED BYLAWS OF ROWAYTON WOODS CONDOMINIUM

### SECTION 1 IDENTITY.

These laws are the By-laws of Rowayton Woods Condominium Association, Inc. All terms used herein shall have the same definitions as those set forth in the Declaration, of which they are a part.

(a) Applicability of By-laws. The provisions of these By-laws are applicable to the procedures for the conduct of the affairs of the Association.

(b) Personal Application. All present and future Unit Owners, mortgagees, lessees and occupants of the units and their employees, and any other person who may use the facilities of the Condominium in any manner are subject to these By-laws, the Declaration, and to the Rules established by the Board of Directors as hereinafter set forth. The acceptance of the deed or conveyance or the entering into a lease or the act of occupancy of a unit shall constitute an agreement that these By-laws, the Rules, and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

### SECTION 2 THE ASSOCIATION.

Each unit as defined in Article II, Sections 18 and 19 of the Declaration shall be entitled to one vote in the Association, each weighted on the basis of that unit's percentage of ownership in the undivided interest of the Common Areas as defined in Article IX of the Declaration.

(a) Office. The office of the Association shall be the office of the Manager, the Managing Agent or the address of the Secretary of the Association, whichever is so designated by the Board of Directors.

(b) Corporate Seal. The seal of Rowayton Woods Condominium Association, Inc., shall be in a circular seal press containing the name of the corporation, the year of incorporation and the words "Corporate Seal, Connecticut."

### SECTION 3 BOARD OF DIRECTORS.

(a) Number and Qualifications. The Board of Directors shall be composed of five (5) persons who shall be either Unit Owners or the resident spouse of a Unit Owner, and shall be elected from among the Unit Owners by the Unit Owners. In the event a unit is owned by more than one (1) person, qualification for membership on the Board of Directors shall require that the Unit Owner's proportional share of ownership must be equal to or greater than 50%.

(b) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and the Association and may do all such acts or things except as by law or by the Declaration or these By-laws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors may employ or enter into a contract or agreement with a Manager for the Condominium and the Association at a compensation or consideration and for a term of years established by the Board, to perform such duties and services as the Board shall authorize except as prohibited by the Act

(c) Election and Term of Office. At each Annual Meeting of the Unit Owners, two or three Directors, as the case may be, shall be elected for a two-year term by a majority of the votes cast by the

Rowayton Woods Condominium  
Association-9/1/20-8/31/21 Fiscal Year Budget

Board Approved-7-20-20-Unit Owner Ratified-  
3% Common Charge Increase

	2017-2018	2018-2019	2019-2020	2019-2020	2019-2020	2020-2021
	ACTUALS	ACTUALS	APPROVED BUDGET	ACTUALS 10 MONTHS	ANNUALIZED	PROPOSED BUDGET
<b>REVENUE</b>						
<b>INCOME</b>						
COMMON CHARGE INCOME	991,809	1,041,396	1,093,469	911,085	1,093,302	1,126,273
ASSESSMENT FEES	337,944	225,296	-	0	0	0
BAD DEBTS		-46,837		-370	-370	
<b>TOTAL INCOME</b>	<b>1,329,753</b>	<b>1,219,855</b>	<b>1,093,469</b>	<b>910,715</b>	<b>1,092,932</b>	<b>1,126,273</b>
<b>MISCELLANEOUS INCOME</b>						
RETURNED CHECK FEES	120	60	-	40	40	0
LATE FEES	4,680	4,290	4,000	1,890	2,268	2,500
FINES INCOME	2,500	1,250	2,000	0	0	500
STORAGE BIN INCOME	2,880	3,005	2,880	2,760	2,760	2,880
KEY INCOME	400	200	-	100	100	0
CAPITAL CONTRIBUTIONS	16,019	15,648	10,000	14,111	16,933	14,000
INTEREST INCOME	2,082	1,564	1,500	482	578	500
MISC/OTHER INCOME	5,781	400	-	-9,105	-9,105	0
INSURANCE INCOME		230,831				
UNREALIZED INCOME		5,881				
<b>TOTAL MISCELLANEOUS INCOME</b>	<b>34,462</b>	<b>263,129</b>	<b>20,380</b>	<b>10,278</b>	<b>13,574</b>	<b>20,380</b>
<b>TOTAL REVENUES</b>	<b>1,364,215</b>	<b>1,482,984</b>	<b>1,113,849</b>	<b>920,993</b>	<b>1,106,506</b>	<b>1,146,653</b>
<b>EXPENSES</b>						
<b>ADMINISTRATIVE EXPENSES</b>						
ONSITE PERSONNEL	82,204	82,734	87,000	62,886	75,463	87,000
PROPERTY MANAGEMENT FEES	69,440	69,741	70,000	57,041	68,449	70,000
ACCOUNTING FEES	7,575	5,700	5,800	5,800	5,800	5,900
BANK CHARGES		107		0	0	0
LEGAL FEES	1,231	1,411	1,500	4,809	4,809	2,500
SURPLUS FUNDS *			-			
MISCELLANEOUS ADMINISTRATIVE FEES	9,728	11,710	9,914	6,903	8,284	8,500
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>170,178</b>	<b>171,403</b>	<b>174,214</b>	<b>137,439</b>	<b>162,805</b>	<b>173,900</b>
<b>RESERVE TRANSFER</b>						
TRANSFER FROM OPERATING TO RESERVE	232,500	216,000	169,500	141,250	169,500	192,000
<b>TOTAL RESERVE TRANSFER</b>	<b>232,500</b>	<b>216,000</b>	<b>169,500</b>	<b>141,250</b>	<b>169,500</b>	<b>192,000</b>
<b>MAINTENANCE AND REPAIR EXPENSES</b>						
MAINTENANCE/REPAIR-INTERIOR UNITS	66,905	12,118	50,000	27,506	33,007	41,200
MAINTENANCE/REPAIR-EXTERIOR AREAS	22,653	65,709	60,000	45,889	55,067	55,000
UNIT 206		1,550	1,000	2,843	3,412	0
FIRE RESULTING EXPENSES	0	0	-	0	0	0
SUPPLIES	3,843	4,671	5,000	4,233	5,080	5,000
<b>TOTAL MAINTENANCE/REPAIRS EXPENSES</b>	<b>93,401</b>	<b>84,048</b>	<b>116,000</b>	<b>80,471</b>	<b>96,566</b>	<b>101,200</b>
<b>MORTGAGE AND LOAN EXPENSES</b>						
INTEREST AND PRINCIPAL ON LOAN	376,157	249,184	-	0	0	0
<b>TOTAL MORTGAGE AND LOAN EXPENSES</b>	<b>376,157</b>	<b>249,184</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INSURANCE AND TAXES</b>						
INSURANCE PREMIUMS	163,541	161,709	206,641	143,411	172,093	198,000
TAXES AND LICENSE	353	407	360	925	925	475
INSURANCE CLAIM EXPENSE		231,877				
<b>TOTAL INSURANCE AND TAXES</b>	<b>163,894</b>	<b>393,993</b>	<b>207,001</b>	<b>144,336</b>	<b>173,018</b>	<b>198,475</b>
<b>UTILITY EXPENSES</b>						
ELECTRIC	26,931	29,399	30,000	33,172	39,806	40,000
TELEPHONE	741	734	800	618	742	800
WATER	52,027	58,653	57,000	49,406	59,287	62,000
GAS	5,310	4,496	5,000	3,229	3,875	5,000
<b>TOTAL UTILITY EXPENSES</b>	<b>85,009</b>	<b>93,282</b>	<b>92,800</b>	<b>86,425</b>	<b>103,710</b>	<b>107,800</b>
<b>CONTRACT EXPENSES</b>						
ENVIRO-CLEAN	1,250	1,276	1,314	1,276	1,383	1,408
REFUSE REMOVAL	37,586	38,415	40,000	34,544	41,453	44,000
EXTERMINATION	12,638	14,309	14,000	12,837	15,404	16,000
COMMON HALLWAY CLEANING	16,428	24,873	19,000	14,935	20,017	21,000
LANDSCAPING-SNOW REMOVAL	142,221	162,083	186,370	155,308	186,370	186,370
SNOW REMOVAL ADDITIONS	9,364	3,297	5,000	0	0	5,000
LANDSCAPING IMPROVEMENTS	7,125	13,890	15,000	19,913	19,913	20,000
TREE CARE-PRUNING AND REMOVAL	19,195	32,146	20,000	4,254	12,758	20,000
TREE CARE-FERTILIZATION	7,959	13,263	14,000	13,303	17,239	18,000
POND MAINTENANCE	12,499	13,359	13,000	9,900	11,700	13,000
POOL CONTRACT AND OPERATION	18,225	17,168	16,000	4,874	4,874	16,000
KITCHEN DRAIN CLEANING PROGRAM	4,557	4,567	5,000	4,806	4,806	5,000
CATCH BASIN AND POND BOX CLEANING	0	0	5,650	2,286	2,686	7,500
<b>TOTAL CONTRACT EXPENSES</b>	<b>289,047</b>	<b>338,646</b>	<b>354,334</b>	<b>278,236</b>	<b>338,603</b>	<b>373,278</b>
<b>TOTAL ADMINISTRATIVE, RESERVE, M &amp; R, MTG, INSURANCE, UTILITY &amp; CONTRACT EXPENSES</b>	<b>1,410,186</b>	<b>1,546,556</b>	<b>1,113,849</b>	<b>868,157</b>	<b>1,044,202</b>	<b>1,146,653</b>
<b>SURPLUS (DEFICIT)</b>		<b>-63,572</b>	<b>-</b>			<b>0</b>
<b>RESERVE EXPENDITURES</b>						
DECKS AND FRONT ENTRANCEWAYS	1,500	15,440	15,000	82,890	82,890	45,000
MASONRY	17,808	0	10,000	0	0	10,000
ROOFS	48,785	0	40,000	0	0	0
ROADWAYS-PAVING-CATCH BASINS	77,824	2,445	14,000	12,946	12,946	10,000
COMMON HALLWAY DOORS	7,120	0	8,000	7,120	7,120	3,500
GARAGE BUILDING STORAGE UNIT DOORS	6,000	3,000	3,000	1,500	1,500	4,500
GARAGE BUILDING STAIRCASES	22,406	12,502	4,000	3,823	3,823	0
COMMON HALLWAY PROJECT						10,000
DRAINAGE-LANDSCAPE CAPITAL PROJECT		0	7,000	0	0	7,000
TENNIS COURT	8,420	0	-	0	0	0
IRRIGATION	0	30,324	8,678	10,259	10,259	0
LIGHTING IMPROVEMENTS	0	14,984	10,000	5,175	5,175	0
FIREPLACE-CHIMNEY REMEDIATION PROJECT	173,211	71,404	-	4,357	4,357	0
GARAGES-SALE/PURCHASE			-	30,000	5,869	0
CAPITAL IMPROVEMENT PROJECT						60,000
<b>TOTAL RESERVE EXPENDITURES</b>	<b>363,074</b>	<b>150,099</b>	<b>\$ 119,678</b>	<b>158,070</b>	<b>133,939</b>	<b>150,000</b>

\* After the end of the 2020-2021 fiscal year, if the Association has any surplus funds, as defined in the CIOA law effective July 1, 2010, the amount of surplus funds, once it is determined, will be transferred into the Association's reserve accounts.

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC**  
**2020-2021 PROPOSED OPERATING/RESERVE BUDGET ASSUMPTIONS**

**Page 1 of 3**

**INCOME:**

Common Charges:	Income from common charges. Estimate of \$1,126,273 which is a 3% increase for 2020/2021.
Late Fees:	Fees incurred by unit owners for payments received after the 10th of the month. Estimate of \$2,500 which is based upon a six-year average.
Fines Income:	Fines incurred by unit owners for rules violations. Estimate of \$500 which is based upon a six-year average.
Storage Bin Income:	Income from rental of 24 storage bins above garages @\$120/year. Estimate of \$2,880.
Capital Contributions:	Move-In fees of two months of common charges for new owners. Estimate of \$14,000 which is based upon a six-year average.
Interest Income:	Interest earned on interest bearing checking and savings accounts. Estimate of \$500 which is based upon a six-year average.
Misc./Other Income:	Income from insurance payments and other uncommon sources. No dollar amount assigned for this budget.

**EXPENSES:**

**A. ADMINISTRATIVE**

Onsite Personnel:	Cost of Westford on-site personnel (Superintendent). Estimate of \$87,000.
Property Management Fees:	Contractual fees plus estimated additional services paid to Westford for property management services. Estimate of \$70,000.
Accounting Fees:	Fee paid to accounting firm for annual review of finances. Estimate of \$5,900 for annual audit and tax return preparation.
Legal Fees:	Fees paid to outside legal counsel for advice and/or representation. Estimate of \$2,500.
Surplus Funds:	Any surplus funds at the end of the 2018-2019 Fiscal Year.
Miscellaneous Administrative Fees:	Various administrative expenses (reimbursement to Westford for supplies-copies, checks, e-mail blasts) and meeting room fees. Estimate of \$8,500.

**B. RESERVE TRANSFER**

Transfer from Operating to Reserve:	Monthly transfer of \$16,000 (annual amount of \$192,000) from Operating to Reserve Accounts to cover reserve expenses and to add to the reserve accounts.
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**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC**  
**2020-2021 PROPOSED OPERATING/RESERVE BUDGET ASSUMPTIONS**

Page 2 of 3

**C. MAINTENANCE EXPENSES**

Maintenance/Repair-Interior Units: Maintenance and repair of unit interiors. Estimate of \$41,200.

Maintenance/Repair-Exterior Areas: Maintenance and repair of exterior areas. Estimate of \$55,000.

Supplies: General supplies related to day-to-day maintenance. Estimate of \$5,000.

**D. INSURANCE AND TAXES**

Insurance Premiums: Amount for Association master policy insurance. Current contractual amount and expected increase in premium for last half of fiscal year. Estimated at \$198,000.

Taxes and License: Amount for property tax for Association Garage. Estimated at \$475.

**E. UTILITY EXPENSES**

Electric: Common electric services (hallways, pool house, outside lights) from Eversource. Estimate of \$40,000.

Telephone: Pool phone. Estimate of \$800.

Water: Common water supply. Estimate of \$62,000.

Gas: Common gas service for pool house. Estimate of \$5,000.

**F. CONTRACT EXPENSES**

Enviro-Clean: Contractual amount with Enviro-Clean. Estimate of \$1,408 per agreement.

Refuse Removal: Contractual amount with City Carting for trash and recycling services and semi-annual special dumpster at garden. Estimate of \$44,000.

Extermination: Contractual amounts with Ocon for termite remediation, Weston Arborist for tick control, Aavon Pest Control for various insects, and Animal Wildlife Solutions for various animals. Estimate of \$16,000.

Common Hallway Cleaning: Contractual amounts with The Cleaning Connection for common hallway cleaning and common hallway carpet steam cleaning. Estimate of \$21,000.

Landscaping-Snow Removal: Contractual amount for Gregory Landscape monthly services. Estimate of \$186,370.

Snow Removal Additions: Additional expenses related to snow removal (front loader machine, snow removal, salt and sand use above contracted amount). Estimate of \$5,000.

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC**  
**2020-2021 PROPOSED OPERATING/RESERVE BUDGET ASSUMPTIONS**

**Page 3 of 3**

**G. CONTRACT EXPENSES (CONT'D)**

Landscape Improvements: Materials and labor for special landscaping projects, supplemental plantings and other items not covered under the Gregory contract. Estimate of \$20,000.

Tree Care-Pruning and Removal Contractual services from Weston Arborists and Gregory Landscape. Estimate of \$20,000.

Tree Care-Fertilization: Contracted services from Weston Arborists. Estimate of \$18,000.

Pond Maintenance: Contracted services from Geese Relief for geese control. Estimate of \$13,000.

Pool Contract and Operation: Contracted services from Rick Pinto Pools for weekly maintenance during the pool season and opening and closing services. Also includes services from Ralph Russo Plumbing. Estimate of \$16,000.

Kitchen Drain Cleaning Program: Contracted services from All American Sewer and Drain for annual cleaning of kitchen drains of selected units. Estimate of \$5,000.

Catch Basin and Pond Box Cleaning: Contracted services from S&S Industries for annual cleaning of catch basins and pond box. Estimate of \$7,500.

**H. RESERVE EXPENSES**

Decks and Front Entrancesways: Contracted services from D'Acunto Construction. Estimate of \$45,000.

Masonry: Contracted services from Pedro's Masonry. Estimate of \$10,000.

Roadway-Paving-Catch Basins: Estimate of \$10,000.

Common Hallway Doors: Estimate of \$3,500.

Garage Building Storage Unit Doors: Contracted services for three storage unit door replacements. Estimate of \$4,500.

Common Hallway Project: Carpet Replacement and Painting. Estimate of \$10,000.

Drainage-Landscape Capital Project: Estimate of \$7,000.

Capital Improvement Project: Consultant retention. Estimate of \$60,000.

**WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200 Vernon, CT 06066

Phone: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

**STATEMENT OF CHARGES FOR RESALE CERTIFICATE**

This statement is given to fulfill the requirements of Subsection 47-270(b) (Amended) of the Connecticut Common Interest Ownership Act.

The Resale Certificate for Rowayton Woods Condominium Association, Inc has been issued and paid for.

1. Flat Fee	\$125.00
2. Plus, either:	
▪ A copying fee of 5. cents per copy- 182 pages	\$ 9.10
▪ Or \$10.00 for an electronic copy (if available)	\$10.00

Total Charges

Hard Copy \$134.10

PDF \$135.00

PAID in full prior to its release

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, Inc.**

C/O WESTFORD REAL ESTATE MANAGEMENT, LLC

348 Hartford Turnpike, Suite 200 Vernon, CT 06066

Tel: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

Congratulations on the purchase of your new home and welcome to the community.

We wanted to notify you that monthly common charges are due on the first of each month. Please refer to the Resale Certificate issued Items #2 and #3 for common charge and fees applicable for this unit.

Unit address must be identified on payment

PLEASE SEND INITIAL PAYMENTS TO

Rowayton Woods Condominium  
c/o Westford Real Estate Management, LLC  
PO Box 120026  
Stamford, CT 06912- 0026

Invoices will not be sent. Once confirmation of the Sale is received from your attorney, a letter will be sent with electronic payment options available for your homeowner's association. Inquiries related to common charge/special assessment payments & balances should be directed to the accounting department at Option #2 or by email [ar@westfordmgt.com](mailto:ar@westfordmgt.com)

Also enclosed is a Unit Owner Census Form that asks for certain information about your unit's occupants, their vehicles, contacts, etc. The Census Form needs to be completed and returned to us to ensure the Association maintains accurate records and a current database. Please forward the completed Census Form to Westford Real Estate Management, LLC within 48 hours of closing, but NOT before transfer of title. (fax, email or regular mail)

Keys: the association does not maintain keys (unit, mailbox etc.); such items should be transferred from the seller.

Items: Parking permits will be issued when the Census form is received by Westford and confirmation that the Capital Contribution has been paid. In addition, pool keys may be purchased through Westford. A written request must be submitted and forwarded to Westford with \$100.00 per key written out to Rowayton Woods Condominium Association.

Capital Contribution Fee (REF Resale Certificate Item #3) fee equal to two (2) months common charges. Due at closing.

**The Association documents should have been provided to you on/or before closing as part of the Resale Package.** Please read the Rules & Regulations section in its entirety. Although you are a new owner, you will be treated the same as all other residents with regards to the Rules and the consequences for violations. Compliance of any and all programs that are mandated by the Board of Directors (i.e. Census Program, Permit Program, Hot Water Heater Program, Chimney & Dryer Vent Cleaning) is the sole responsibility of each individual unit owner.

Again, welcome! If you have any questions, please contact me at (860) 528-2885 ext. 412 or by email at [maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com).

Sincerely,

*Mary Jo Withee*

Director Real Estate Legal Services

## **The HOA requires various programs including (but not limited to);**

**Census Program:** New Owners should submit within 48 hours of closing and then, due yearly or anytime there are changes.

**Units may not be rented for the first year of ownership.** Other rental policies apply. Refer to governing documents for the policy in its entirety.

### **Electronic Document Delivery Program**

Voluntary program to receive mailings and correspondence from Westford via e-mail. If one wishes to participate, the attached consent form must be completed

### **Parking Permit program (if applicable) - REFER TO RULES**

### **Pet Policy – 2 PER UNIT**

**High Risk Programs mandated by the association:** Chimney Cleaning, Dryer Vent, water heater replacement as examples. Please refer to the governing documents, Rules and Regulations and Maintenance Standards (if applicable) for unit owner responsibilities.

**Rowayton Woods has several mandated programs included in the Rules and Regulations.**

Questions related to current compliance of programs should be directed to the seller of the unit.

Once the unit closes and confirmation of the sale is received, new owners may contact

[Westford@westfordmgt.com](mailto:Westford@westfordmgt.com)

**Payment Options: INVOICES WILL NOT BE SENT.** Once the Attorney Confirmation of Sale (ASC) form and NEW Owners Census form is received, Westford will send additional common charge/special assessment payment options including online/electronic payments (if applicable). In the meantime, please be sure to make timely payments as indicated in the resale certificate issued for your unit.

**A Westford contact sheet** is available on the web portal. Instructions for access will be offered once the following items have been received by Westford

- Attorney Sale Confirmation form
- New Owner Census form

**The web portal may also contain the following items as specific to your association:**

- Board meeting agendas and Calendar
- Governing documents (Declaration, Bylaws, Rules)
- Westford Contact sheet
- Work Order Request items

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.**

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**NEW OWNER**

**Unit Owner Census**

**YEAR:**

<b>UNIT ADDRESS:</b>	
<b>Do you own a garage? If so, please indicate #</b>	<b>GARAGE UNIT:</b>

**Landline/Cell please circle one**

	Full Name	Telephone #1 Landline/Cell	Telephone #2 Landline/Cell	Email
Owner 1				
Owner 2				
Owner 3				

<b>Mailing address (if different than unit address)</b>	
Alternative Mailing Address (2 <sup>nd</sup> owner)	

**Please list residents** other than owners listed above (If the unit is leased, list tenants on page 2)

Adult? Circle one	Full Name
YES/NO	
YES/NO	
YES/NO	
YES/NO	

**Pet Information:**

Type (dog/cat)	Name	Breed	Size	Color	License#

**Vehicle Information**

Year	Make	Model	Color	State	Plate#	Permit#	Parking Space/Gar #

**Other UNIT SPECIFIC: (if applicable)**

	#1	#2	#3
Storage Bins			
Pool Passes			
Other HOA Specific			

**ALL FIELDS: ADDITIONAL INFORMATION MAY BE SUBMITTED ON SEPARATE SHEET**

**In Case of Emergency Contact:**

Full Name	Telephone #1	Telephone #2	Email	Relationship

*Westford will use its best efforts to reach your emergency contact when possible, but cannot guarantee it will do so in all circumstances*

**IF YOUR UNIT IS RENTED, PLEASE ALSO COMPLETE THE OTHER SIDE IN ITS ENTIRETY.**

# ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.

C/O WESTFORD REAL ESTATE MANAGEMENT, LLC

348 Hartford Turnpike, Suite 200 Vernon, CT 06066

Tel: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

**CURRENT YEAR: \_\_\_\_\_ LESSEE INFORMATION**

This information must be updated annually, as requested by the Board of Directors and/or anytime there are changes. If rented, both Unit Owner & Lessee information is required.

<b>UNIT ADDRESS:</b>			
<b>Does lease include a garage? If so, please indicate #</b>		<b>GARAGE UNIT:</b>	

**LEASE TERM: A copy of the lease must be submitted to Westford. Rental Policy Applies**

<b>Initial Start Date</b>		<b>Expiration Date</b>	
---------------------------	--	------------------------	--

Lease extensions must be submitted to Westford as they occur.

**Lessee Information:**

	Full Name	Telephone #1 Landline/cell phone	Telephone #2 Landline/cell phone	Email
Tenant 1				
Tenant 2				
Tenant 3				

**Please list residents other than lessees listed above**

Adult? Circle one	Full Name
YES/NO	
YES/NO	
YES/NO	
YES/NO	

**Pet Information:**

Type (dog/cat)	Name	Breed	Size	Color	License#

**Vehicle Information**

Year	Make	Model	Color	State	Plate#	Permit#	Parking Space/Gar #

**ALL FIELDS: ADDITIONAL INFORMATION MAY BE SUBMITTED ON SEPARATE SHEET**

**Other UNIT SPECIFIC: (if applicable)**

	#1	#2	#3
Storage Bins			
Pool Passes			
Other HOA Specific			

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**ATTORNEY'S SALE CONFIRMATION**

**THIS FORM MUST BE SUBMITTED WITHIN 48 HOURS OF CLOSING BY CLOSING ATTORNEY. OWNERSHIP RECORDS WILL NOT BE UPDATED UNTIL THIS FORM IS RECEIVED BY WESTFORD.**

To: Westford Real Estate Management, LLC [maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com) (or address above)

From: Attorney \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

We represented \_\_\_\_\_ at the closing of:

**Rowayton Woods Condominium Association, Inc.**

**Rowayton Drive, Norwalk, CT 06854**

**Residential Unit: \_\_\_\_\_**

**Garage Unit: \_\_\_\_\_**

A mortgage amount of \$ \_\_\_\_\_ was recorded.

The mortgagee is \_\_\_\_\_.

The monthly fee to be collected is \$ \_\_\_\_\_.

The full legal name of the owner(s) is (are) \_\_\_\_\_.

Address \_\_\_\_\_

Date of transfer of ownership \_\_\_\_\_

**Please complete this form and return by mail or fax or email within 48 hours of closing,**

**Thank you!**

**Attn: Mary Jo Withee**

**FAX; 860-528-2989**

**Email: [maryjo@westfordmgt.com](mailto:maryjo@westfordmgt.com)**

**IN HOUSE:**  Capital Contribution/Move In Fee: Resale CERT Item #3 \_\_\_\_\_

CSC or LASR check list

Offsite tracker (if applicable)  Census Received  garage LIST



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**CONSENT TO ELECTRONIC DELIVERY**

I/We, as owner(s) of the Unit identified below, hereby consent to accept delivery of written material which may be sent on behalf of the Association through electronic means (e-mail). This consent pertains to all material which the Association determines from time to time that it wishes to be delivered electronically by the management company, Westford Real Estate Management, LLC, and *may* include:

- Notices of Board and Owner meetings
- Proxies and Ballots
- Budgets and other material to be voted upon
- Violation letters
- Notice & Hearing and Results of Hearing Letter
- Late payment notices
- Census forms
- Newsletters
- General notices
- Other correspondence

I/We agree to provide a single, valid e-mail address with this Consent, and agree further to update that address if it changes by completing a new Consent and forwarding it to Westford’s offices. Our e-mail address will not be visible to other owners who receive electronic delivery of the same documents. See Privacy Statement below.

I/We may opt out of electronic delivery at any time by providing written notice by regular mail or electronically to Westford at [WESTFORD@westfordmgt.com](mailto:WESTFORD@westfordmgt.com). Such change will become effective five (5) days after receipt by Westford.

Westford reserves the right to suspend or discontinue electronic delivery at any time, for any reason. By entering into this Consent, I/We agree to waive all claims and defenses based upon non-delivery and non-receipt of material.

Please complete this Consent, sign and date as indicated, and return this form to Westford at the address above.

I/We authorize Westford to send material in accordance with the foregoing statements via the email address set forth below. I/We no longer require paper copies of such material.

\_\_\_\_\_, 201\_\_\_\_  
Name

\_\_\_\_\_, 201\_\_\_\_  
Name  
(Both owners must sign if more than one.)

Unit Number or Address \_\_\_\_\_

**Print** E-mail address (only one address permitted) \_\_\_\_\_

Re-enter E-mail address (**please print**) \_\_\_\_\_

PRIVACY STATEMENT. Your email address will be used only for the purpose of providing information related to the Association. The information will not be shared with outside parties without your permission except 1) to comply in responding to subpoenas, court orders or other legal proceedings, and 2) to improve the quality of our service by sharing the information with our security partners who will agree to be similarly bound.

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.**  
**C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200 Vernon, CT 06066

Tel: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

Re: **Pool / Tennis Key and Storage Bin Access Key Request**

**POOL/TENNIS:** A key is required for entry into the pool area and tennis courts. The key provides access via two gates located at the north and south entrance to the pool area. The same key also opens the two tennis court gates. A copy of the key should have been provided to you by the previous owner. The fee for a Replacement Key is \$100.00. Should you require a replacement key, please submit payment **by check or money order** to Rowayton Woods Association c/o Westford Real Estate Management, LLC (New Owners: Currently the Board has approved one key at no charge to new owners if one was not provided by the Seller – your written request must indicate that you are a new owner)

**STORAGE ROOM:** There is also a key needed to open the door above the garages to access the storage bins. This key should have been provided to you by the previous owner. Should you require a replacement key, please submit payment **by check or money order** to Rowayton Woods Association c/o Westford Real Estate Management, LLC Attention: Customer Service Center to the address above.

Please provide the following and forward with payment.

Unit Owner Name(s) \_\_\_\_\_

Unit Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Key(s) Requested Pool/Tennis \$100.00  Storage Room Key \$5

Mailing Address (if different than Unit Address): \_\_\_\_\_

\_\_\_\_\_

**UNIT DOOR & “BIN” KEYS:** Each new owner should have been provided keys to their unit by the previous owner. The Association and Management Company do not distribute/maintain keys for you. Should you require services, please contact a locksmith

The management company must have a current year Census form on file to issue items.

Please forward the Census form with your request and payment

**NEW OWNERS:** No request for items (parking permits, keys, etc) will be processed until the capital contribution, due at closing, has been confirmed as paid. If you have questions, please contact the accounting department. **NOTE:** Garage Unit Owners-Garage Unit owners who do not otherwise own residential units at ROW are not to receive storage bin keys or amenity keys.

Once your request has been received, with necessary forms and payment, please allow 3 – 5 business days for processing. If you have any questions please contact Westford Real Estate Management, LLC via email [westford@westfordmgt.com](mailto:westford@westfordmgt.com) or Customer Service Center Ext. 650 [csc@westfordmgt.com](mailto:csc@westfordmgt.com)

Account Status confirmed: n/a Payment Received \_\_\_\_\_ # \_\_\_\_\_ Key Mailed Out \_\_\_\_\_

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**Rental Policy and Owner & Tenant Statement of Adherence**

Reference: Page 22-23, Rowayton Woods Rules and Regulations Booklet

**Non-Owner Occupancy of Units**

Other than grandfathered units (a unit purchased before April 1986), ALL UNIT OWNERS may lease their units in compliance with the following provisions:

1. A unit cannot be leased for twelve months after its purchase date.
2. A unit may be leased only once in any twelve-month period.
3. A unit can be leased for no more than 36 of any consecutive 48 months period.
4. Request for subleases must be approved by the Association Board of Directors.

Information for all units not occupied by the owner, including grandfathered units, to be submitted to the Managing Agent at the following address:

Westford Real Estate Management, LLC  
 348 Hartford Turnpike, Suite 200  
 Vernon, CT 06066  
 Attn: Mary Jo Withee

1. Name of LESSEE and day and evening phone numbers.
2. Names of any other occupants of unit.
3. Length of lease and unit number.
4. Owner and Tenant Statement of Adherence signed by the owner and the tenant below..
5. Copy of current lease
6. Completed Census Form

An owner may request exemption from the above provisions. The Board must reply to the owner in writing within thirty (30) days of receiving the petition. Garages are exempt from the above provisions.

I hereby agree to the above terms and conditions set forth above in conjunction with the rental of unit #\_\_\_\_\_.

I, the owner of said unit have owned my unit for more than 12 months. Initial: \_\_\_\_\_

I have not rented my unit for more than 36 months of any 48 month period. Initial: \_\_\_\_\_

I have not rented my unit more than once in the last 12 month period. Initial: \_\_\_\_\_

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
Date

I acknowledge that I have received a copy of the Declaration of Unit Ownership, By-laws, and Rules and Regulations Booklet of the condominium and specifically that I understand the guidelines and restrictions stated therein.

Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_

**LEASE EXTENSION NOTIFICATION**  
**(If applicable)**

NOTE: This form is only to be used to notify the Association of the extension of a lease that has previously been filed with the Association.

I am notifying the Rowayton Woods Condominium Association, Inc. that I have extended the initial \_\_\_\_\_ month lease I hold for my unit. I certify that the unit has been and will be continuously occupied by the same tenant/occupants as listed in the initial lease on file with the Association. The following information conforms to the original terms of that lease:

\_\_\_\_\_  
Name of Lessee 1

\_\_\_\_\_  
Name of Lessee 2

\_\_\_\_\_  
Original Lease Inception Date

\_\_\_\_\_  
Original Lease Expiration Date

\_\_\_\_\_  
Lease Extension Inception Date

\_\_\_\_\_  
Lease Extension Expiration Date

\_\_\_\_\_  
Name of Unit Owner (print)

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Date

INSTR # 2016014368  
VOL 8448 PG 232  
RECORDED 12/05/2016 12:05:42 PM  
RICHARD A. MCQUAID  
TOWN CLERK NORWALK CT

Return to:  
Adam J. Cohen, Esq.  
Pullman & Comley, LLC  
850 Main Street  
Bridgeport, CT 06604

**NOTICE OF DECLARATION AND BYLAW AMENDMENTS**

**WHEREAS**, Rowayton Woods Condominium Association, Inc., is the association of unit owners of and for Rowayton Woods Condominium; and

**WHEREAS**, the said Condominium was originally established by a Declaration and Bylaws recorded in Volume 962 at Page 72 of the Norwalk Land Records, which have been amended a number of times thereafter; and

**WHEREAS**, pursuant to Article XXI of the said Declaration and Section 20 of the said Bylaws, Unit Owners holding at least 66-2/3% and majority, respectively, of the votes in the Association cast those votes in person or by proxy at a meeting of the Association duly called for such purpose in favor of amending the same following notice to them and to their mortgagees appearing on the records of the Association, if any; and

**WHEREAS**, the Association's Board of Governors has also adopted rules which relate to the leasing of units in the community;

**NOW, THEREFORE**, the Declaration and Bylaws are hereby restated and amended in accordance with the attached, and all exhibits, schedules, maps, and plans appended to the most recently-amended version of the said Declaration are incorporated herein by reference as though fully reproduced and recorded herewith.

**IN WITNESS WHEREOF**, the Association has hereunto caused these Amended and Restated Declaration and Bylaws, and Rules related to leasing of units, to be executed this 9 day of November, 2016.

Signed, Sealed and Delivered  
in the presence of:

ROWAYTON WOODS CONDOMINIUM  
ASSOCIATION, INC.

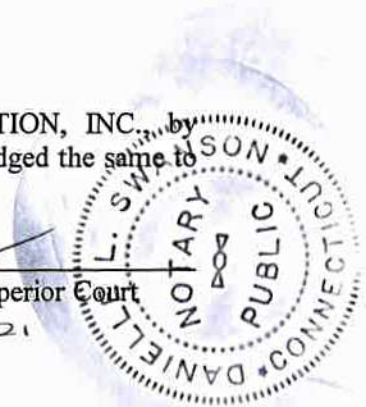
Richard Wechter  
witness Richard Wechter.  
Nancy Liskiewicz  
witness Nancy Liskiewicz

By: Justin Parks  
Justin Parks, President

STATE OF CONNECTICUT    )  
  ) ss:  
COUNTY OF FAIRFIELD    )

Personally appeared, ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC., by Justin Parks, its President, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

Danielle Swann  
Notary Public / Commissioner of the Superior Court  
Expiration 8/3/21



**AMENDED AND RESTATED DECLARATION OF ROWAYTON WOODS CONDOMINIUM**

ARTICLE I: SUBMISSION OF PROPERTY. The property including the improvements thereon more particularly described on Exhibit A are submitted to the terms and conditions of the Unit Ownership Act, formerly Chapter 825 of the Connecticut General Statutes, as superseded in part by the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as it may be from time to time amended (hereinafter collectively called "the Act") for the specific purpose of creating and establishing Rowayton Woods Condominium, under a plan of ownership being also referred to as "Condominium Ownership". Reference is made to Exhibits A, B, C and Exhibit D appended hereto, filed in the office of the City Clerk of the City of Norwalk.

ARTICLE II: DEFINITIONS. As used in the Declaration and accompanying By-Laws, exhibits and schedules, the following terms shall have the meanings ascribed to them:

Section 1. Appurtenant Interest: The undivided interest in the Common Areas appurtenant to a Unit.

Section 2. Association: Rowayton Woods Condominium Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut. The Association is not operated for profit. It is the Association of Unit Owners acting as a group under the By-Laws and this Declaration in accordance with the Act.

Section 3. Board of Directors: The Board of Directors of Rowayton Woods Condominium Association, Inc., as it may be from time to time constituted pursuant to the By-Laws or law.

Section 4. Building: A building or buildings containing one or more units and comprising a part of the Property, and designated as Rowayton Woods.

Section 5. By-Laws: The By-Laws of the Association.

Section 6. Common Areas: The common areas consist of the entire Property including all parts of the buildings and improvements thereon other than the Units as defined in Sections 18 and 19.

Section 7. Limited Common Areas: Limited Common Areas means terraces, balconies, decks, patios, fireplace dampers and flues, dryer vents, front entranceway steps and landings, and common hallways, all of which are reserved for use by the Unit or Units to which they are appurtenant to the exclusion of other Units, and all other limited common elements identified in Section 47-221(2) and – (4) of the Connecticut General Statutes.

Section 8. Common Expenses: Common Expenses means and includes, without otherwise limiting the definition:

a. Expenses of administration, maintenance, repair or replacement of the Common Areas and portions of Units maintained by the Association pursuant to the By-Laws.

b. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.

c. Expenses incurred by the Association as a result of any lease or other acquisition exclusively or in common with others for the common use and benefit of all or any of the Unit Owners.

d. Expenses agreed upon as common expenses by the Association and lawfully assessed against the Unit Owners in accordance with the By-Laws.

e. Any proper charge against the Condominium as a whole.

Section 9. Common Charge: The charges assessed against each Unit Owner for the periodic share of Common Expenses allocated to the unit, which is in proportion to the Unit's share of the Common Areas as outlined in Exhibit C attached, and all other assessments, fines, late charges, fees, expenses, and other amounts due to the Association under the Declaration, By-Laws, Rules, or the Act.

Section 10. Condominium: The residential development named Rowayton Woods Condominium, located on the Property, wherein individual units are owned by individual Unit Owners in fee simple absolute, with each Unit Owner being entitled to the exclusive ownership and possession of his

unit together with an undivided interest in the Common Areas, as hereinafter provided, and membership in the Association pursuant to the Act.

Section 11. Declaration: This instrument, as it from time to time may be amended.

Section 12. Eligible Mortgagee: The holder of a mortgage or other security interest on a unit who has notified the Association in writing of its name and address, and that it holds such interest in a unit.

Section 13. Majority or Majority of Unit Owners: The owners of more than fifty (50) percent in the aggregate in interest of the undivided ownership of the Common Areas as specified in Exhibit C. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership and for all voting purposes as herein or in the By-Laws, provided for each Unit Owner shall have a vote equal to such percentage.

Section 14. Manager: A person, firm or corporation employed or engaged as an independent contractor to perform management services for the Condominium. The term also includes management agent.

Section 15. Person: Any entity legally capable of holding interest in land under the laws of the State of Connecticut.

Section 16. Property: That piece or parcel of land situated in the City of Norwalk, County of Fairfield and State of Connecticut lying on Highland Avenue and more particularly described in Exhibit A attached hereto, the buildings, all improvements and property of Rowayton Woods Condominium.

Section 17. Rules: Rules for the use and appearance of the Common Areas and Units of Rowayton Woods Condominium and the conduct of persons, made and promulgated by the Board of Directors pursuant to the Act.

Section 18. Unit, Residential: A part of the Property including one or more rooms or enclosed spaces located on one or more floors or parts thereof in a building intended for any type of independent use, and with a direct exit to public street or highway or to a Common Area leading to such street or highway. It shall comprise one of two hundred six (206) separate and numbered units as shown and/ or designated on Exhibits A, B, C, D and E attached hereto, excluding, however, all spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the ceilings and fireplace dampers, and further excluding all spaces and improvements lying within the undecorated and/or unfinished inner surfaces of side and walls of fireplaces and chimneys and partition walls between separate Units, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other Units or Common Areas. Doors and windows of a Unit abutting a Common Area or limited common area shall be deemed to be a part of the Unit. Also included in the unit is heating and cooling equipment exterior to a unit but connected with other heating and cooling equipment located within a unit.

Section 19. Unit, Garage: One of sixty-nine (69) separate units as shown and/ or designated on Exhibits A, B, C, D and E attached hereto, located in attached outside garages, designed for the parking of motor vehicles and related miscellaneous storage. Such units shall comprise the area enclosed by the interior faces of the wall studs, the upper surface of the concrete floor, and lower faces of the ceiling, the exterior surface of the garage door and the line dividing equally one such garage unit from the other garage unit. The electrical doorlifters for each garage door and storage locker is affixed to the wall of each unit opposite said garage door, and are deemed part of said unit. The area above the ceiling in garage buildings shall be common area and shall be comprised of storage bins, which the Board of Directors in its discretion shall assign to the Residential Units for storage purposes, provided that at least one bin shall be assigned to each Residential Unit.

Section 20. Recreation Facilities: The recreation facilities on the Property shall consist of a swimming pool, surrounding deck area and pool house, and tennis court as shown on Exhibit E attached.

Section 21. Unit Owner: "Unit Owner" means the person or persons owning a unit in fee simple absolute together with an undivided interest in the Common Areas, in fee simple or fee simple determinable, in the percentage specified and established in this Declaration.

ARTICLE III: DESCRIPTION OF LAND. The land hereby submitted to the condominium form of ownership under the Act is the land described in Exhibit A attached hereto and made a part thereof.

ARTICLE IV: NAME OF BUILDING. All buildings in the Condominium shall be known as "Rowayton Woods Condominium."

ARTICLE V: DESCRIPTION OF BUILDINGS. There shall be thirteen (13) buildings, one consisting of the house known as 245 Highland Avenue and twelve (12) other buildings each consisting of three (3) floors with no basements: Buildings No. 1, 2, and 7 shall have twelve (12) units; Buildings No. 3, 4, 6, 8 and 11 shall have eighteen (18) units; Building No. 10 shall have sixteen (16) units; Building No. 9 shall have nineteen (19) units; Building No. 12 shall have twenty-one (21) units; Building No. 5 shall have twenty-four (24) units. The principal materials to be used in constructing the buildings are more particularly set forth in Exhibit B, which exhibit is attached hereto and made a part thereof.

ARTICLE VI: IDENTIFICATION OF UNITS. The unit number, type of unit, a statement of its location, approximate area, number of rooms, and their percentage of interest (fractional share) of each Unit in the Common Areas are shown and/ or designated in Exhibits C, D and E attached hereto and made part thereof.

ARTICLE VII: DESCRIPTION OF COMMON AREAS. The Common Areas are all portions of the Condominium except the Residential Units and Garage Units as more particularly described in Article II Section 6.

ARTICLE VIII: DESCRIPTION OF LIMITED COMMON AREAS. Limited Common Areas are those defined in Article II Section 7 of this Declaration.

ARTICLE IX: PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPURTENANT TO EACH UNIT AND ITS OWNER.

The percentage of undivided interest in the Common Areas appurtenant to each unit and its owner is more particularly set forth in Exhibit C attached hereto. The total percentage of the undivided interest of all the units is 100 percent.

ARTICLE X: USE, PURPOSES AND RESTRICTION. The use of the Property and the purposes for which the Buildings and each of the Units are intended shall be in accordance with the following provisions:

Section 1. Each Residential Unit shall be occupied only by a single family, its servants and guests as a residence and for no other purpose. Not more than two adults per bedroom may permanently occupy any Residential Unit.

Section 2. Each Garage Unit is hereby restricted to use for parking a motor vehicle owned by the Unit Owner of the Garage Unit, and for miscellaneous storage purposes.

Section 3. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain his own unit and keep it in good order and repair.

Section 4. Nothing shall be done or kept in any Unit or the Common Areas which will increase the rate of insurance of the Buildings or the contents thereof beyond the rates applicable for Residential Units without prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Areas which will result in the cancellation of insurance on any of the Buildings or the contents thereof or which would be in violation of any law. No waste shall be permitted in the Common Areas.



Section 5. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of any of the Buildings and no items, including but not limited to signs, awnings, canopies, shutters, radio or television antennae, or other devices shall be affixed to or placed upon the exterior walls or roofs of any part thereof without the prior written consent of the Board of Directors except as otherwise allowed by law. Nor shall any "For Sale", "For Rent", or "For Lease" signs be affixed to any unit or Building. Nor shall other window displays or advertising be maintained or permitted on any part of the Property or in any unit nor shall any unit be used or rented for transient, hotel or motel purposes. The Rules may impose restrictions on the ability and manner in which units may be leased and require that the Unit Owner provide specified information to the Board and tenant relating to all lease agreements.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the Common Areas, except that dogs, cats and other household pets not to exceed two per unit may be kept in the units subject to the Rules adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten days written notice from the Board of Directors.

Section 7. No noxious or offensive activities shall be carried on in any unit or in the Common Areas nor shall anything be done therein either willfully or negligently which may be or become an annoyance to the other Unit Owners or occupants.

Section 8. Nothing shall be done to any unit or on or in the Common Areas which will impair the structural integrity of the Buildings or which will structurally change the Buildings.

Section 9. No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.

Section 10. The use of the Common Areas and Recreation Facilities or other facilities, acquired by the Association by lease or otherwise, by all the Unit Owners and all other persons authorized to use the same shall be at all times subject to the By-Laws and such Rules as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

Section 11. Except as may be permitted by the Rules adopted by the Board of Directors, no industry, business, trade occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property. No use or practice shall be permitted on any part of the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 12. The Board of Directors shall have the power to make and amend such regulations as may be necessary to carry out the intent of these use restrictions.

Section 13. Each Unit Owner shall be entitled to share in any surplus over and above a reasonable reserve established by the Board of Directors in such manner determined by the Board of Directors and each Unit Owner shall be liable for Common Areas in the same percentage as the individual Unit Owner has in the undivided interest of the total Common Areas.

Section 14. The Association, acting by its Board of Directors, shall have the right to levy, after notice and opportunity to be heard, fines for violations of the Declaration, Bylaws, or Rules, *provided* that the charge for a single violation may not exceed Two Hundred Fifty Dollars (\$250.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Unit Owner involved, and the collection may be enforced by the Board of Directors 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 of injunctive relief as provided by law.

Section 15. The parking spaces, whether reserved or unreserved, shall not be used for any purpose other than to park motor vehicles in operating condition. No open bed pick-up trucks, vehicles licensed with repair, combination or commercial plates, campers, or trailers are permitted. No boats shall be parked overnight on the Condominium roadways, Common Areas, or in any parking space whether reserved or unreserved. No major repairs to any motor vehicle shall be permitted on the Condominium roadways, common areas, or in any parking space whether reserved or unreserved. No unregistered motor vehicle shall be permitted on any of the Condominium roadways, Common Areas, or in any parking space, whether reserved or unreserved. The Board of Directors may adopt additional rules to regulate the parking and use of motor vehicles on the Property.

As used in this Declaration, "motor vehicle", "truck", "commercial motor vehicle", "camper" and "trailer", shall have the same meaning as set forth in Section 14-1 of the Connecticut General Statutes.

Section 16. The By-laws may provide that a capital contribution and/or transfer fee shall be payable upon the conveyance of any unit.

ARTICLE XI: PERSON TO RECEIVE SERVICE. Westford Real Estate Management, LLC of 348 Hartford Turnpike, Suite 200, Vernon, Connecticut 06066 is designated as the proper party to receive notice of process in any action which may thereafter be brought against the Association. The Association may from time to time appoint such other person as the Board of Directors shall deem appropriate to serve as registered agent for service in accordance with applicable law.

ARTICLE XII: ENCROACHMENTS. If any portion of the Recreation Facilities and/or Common Areas now encroaches upon any unit or if any unit now encroaches upon any other unit or upon any portion of the Common Areas as a result of the construction of the Buildings, or if any encroachment shall occur hereafter as a result of the settling or shifting of the buildings, a valid easement of the encroachment and for the maintenance of the same shall exist so long as the Buildings shall exist. In the event any Building, unit, any adjoining unit, or any adjoining Recreation Facilities and/or Common Areas shall be partially or totally destroyed by fire or as a result of other casualty or as a result of a condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Areas due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Buildings shall stand.

ARTICLE XIII: PIPES, DUCTS, CABLES, WIRES, CONDUITS, CHIMNEYS, UTILITY EQUIPMENT, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.

Each unit shall have an easement in common with all other units to use and repair as necessary, through the Association, all pipes, wires, ducts, cables, conduits, chimneys, public utility lines and other elements located in any of the units or Common Areas. Each unit shall be subject to an easement in favor of other Unit Owners to use and repair as necessary, through the Association, the pipes, ducts, cables, wires, conduits, chimneys, public utilities lines and other elements serving such unit or other unit or Common Areas and located in each such unit. In addition, each unit shall be subject to, and shall have, such easements of support and shelter from and over such other units as may be necessary for the continuance and maintenance of the structural portions of the Common Areas. The Board of Directors shall have the right to reasonable access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace elements necessary for the preservation of the, and the elements common to it and other units or Common Areas contained therein or elsewhere in the Buildings and to maintain, repair or replace such other equipment or elements as may be the Association's responsibility under the By-Laws or by contract, including heating and air-conditioning fixtures located in certain units.

ARTICLE XIV: AUTHORITY OF UNIT OWNERS ASSOCIATION

Section 1. The Board of Directors (Unit Owners Association) shall have all the powers set forth in the Act, including but not limited to the powers to:

(1) Adopt and amend bylaws and rules;

- (2) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (3) Hire and discharge managing agents and other employees, agents and independent contractors;
- (4) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Property;
- (5) Make contracts and incur liabilities;
- (6) Regulate the use, maintenance, repair, replacement and modification of Common Areas;
- (7) Cause additional improvements to be made as a part of the Common Areas;
- (8) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, in accordance with the Act;
- (9) Grant easements, leases, licenses and concessions through or over the Common Areas;
- (10) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Areas, other than the Limited Common Areas described in Article II Section 7, and for services provided to Unit Owners;
- (11) Impose charges or interest or both for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules of the Association;
- (12) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by the Act or statements of unpaid assessments;
- (13) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- (14) Assign its future income, including the right to receive Common Expense assessments, only by affirmative vote of a majority of Unit Owners present in person or by proxy at a meeting duly called for that purpose in accordance with the By-Laws of the Association and at which a quorum is present in person or by proxy;
- (15) Exercise any other powers conferred by the Declaration, Bylaws, Rules, or the Act;
- (16) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (17) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (18) Require, by Rule, that disputes between the Board of Directors and Unit Owners or between two or more Unit Owners regarding the Property or the Condominium's affairs must be submitted to nonbinding alternative dispute resolution in the manner described in the Rule as a prerequisite to commencement of a judicial proceeding.

Section 2. a. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

- (1) Exercise directly against the tenant the powers described in Article XIV Section 1(11);
- (2) After giving notice to the tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and
- (3) Enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the Connecticut General Statutes.

b. The rights granted under Article XIV Section 2(a) may only be exercised if the tenant or Unit Owner fails to cure the violation within ten days after the Association notifies the tenant and Unit Owner of that violation.

c. Unless a lease otherwise provides, this section does not:

- (1) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (2) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, Bylaws, Rules, or the Act.

ARTICLE XV: POWER OF ATTORNEY TO BOARD OF DIRECTORS. Each Unit Owner shall and does by acceptance of his deed, grant to the persons who shall, from time to time constitute the Board of Directors, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose Unit Owner desires to surrender, sell or lease the same, or which may be the subject to foreclosure or other judicial sale in the name of the Board of Directors or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage or otherwise deal with any such units so acquired or to sublease any units so leased by the Board of Directors.

ARTICLE XVI: UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES. All present and future Unit Owners, tenants, mortgagees and occupants of units where applicable, shall be subject to and shall comply with the provisions of this Declaration and the By-Laws attached hereto and as they may be amended from time to time, as well as to any Rules which may be adopted by the Board of Directors. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of a unit shall constitute that the provisions of this Declaration and By-Laws and Rules which may be adopted by the Board of Directors and as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, occupant or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons 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.

ARTICLE XVII: CONDEMNATION.

Section 1. Partial Taking without Direct Effect on Units: If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no unit, nor Limited Common Areas appurtenant thereto is taken, all compensation and damages for and account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected units, shall be payable to the Trustee as trustee for all Unit Owners and mortgagees according to the loss or damages of their respective interest in such Common Areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit Owners to represent their own interests. Such proceeds shall be paid to the Trustee and shall be used promptly to the extent necessary for restoring and replacing improvements so taken on the remaining property in as substantial compliance to the original plan and elevation of the improvements as possible, to restore the general value of the Condominium. In the event there is an award in excess of the amount necessary to so substantially restore the Common Areas, it shall be distributed by the Trustee to the Unit Owners in proportion to their share of ownership in the Common Areas. Nothing herein is to prevent Unit Owners whose units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected units, or personal improvements therein, exclusive of damages relating to Common Areas. In the event that the condemnation award does not allocate consequential damages to specific units, but includes an award for reduction in value of the units without such allocation, the award shall be divided between the affected Unit Owners and the Common Areas damaged, as the interests may appear, by arbitration in accordance with the rules of the American Arbitration Association.

Section 2. Partial or Total Taking Directly Affecting Units: If part of all the Condominium shall be taken or condemned by any authority having the power of eminent domain; such that any unit or part thereof (including limited common areas assigned to any unit) is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to Common Areas as in Section 1 of this Article, and the proceeds shall be payable as outlined herein. The Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective units. The award so made shall be distributed through the trustee first to restore the units and improvements on the remaining Common Areas in the same manner as provided for restoration under Section 7 of the By-Laws, to the extent possible, attempting to rebuild buildings containing new units of same number, size and basic plan as the units taken with any excess award distributed as in Section 1 of

this Article. In the event that the Board of Directors determines that such a taking so removes land, and Buildings containing units that they cannot be effectively restored or replaced substantially in compliance with the building plans, and unless seventy-five percent (75%) of the Unit Owners and holders of mortgagees on at least seventy-five percent (75%) of the units vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the rules of the American Arbitration Association for reformation of these documents with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining units, and such other remedies as law will allow and equity require.

ARTICLE XVIII: NO SEVERANCE OF OWNERSHIP. Section 1. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer or such other disposition of such part of the appurtenant interests of all units, provided by the Act.

Section 2. After October 17, 2016, no owner of a Garage Unit shall execute any deed or other instrument leasing or conveying title to his Garage Unit to any person who is not the owner of a Residential Unit. Also after that same date, any person who owns not more than one Residential Unit and also owns a Garage Unit, who conveys title to either, must: (a) convey both to the same purchaser simultaneously, (b) convey the Garage Unit to the owner of any other Residential Unit within six months after the conveyance, or (c) convey the Garage Unit to the Association for fair market value within six months after the conveyance. Any lease or conveyance which violates the provisions of this section shall be void and ineffective, and the Association may, by Rule, impose such other consequences of such a violation as it may deem warranted.

ARTICLE XIX: COMMON CHARGES.

(a) The Board of Directors, at least annually, shall adopt a proposed budget for consideration by the Unit Owners. Not later than thirty days after the adoption of a proposed budget, the Board shall provide to all Unit Owners a summary of the budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a majority of all Unit Owners votes to reject the budget, the budget shall be rejected. If, at that meeting or in the vote by ballot, a majority of all Unit Owners does not vote to reject the budget, the budget shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until the Unit Owners approve a subsequent budget.

(b) Except as otherwise provided in this Declaration, all Common Expenses shall be assessed against all Units in accordance with their percentage of undivided interest in the Common Areas.

(c) Common Expenses attributable to fewer than all Units shall be allocated as follows:

1. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Area shall be assessed against the unit or units to which that Limited Common Area is assigned, equally or in any other proportion the Board of Directors may direct.

2. Any insurance premium increase attributable to a particular Unit or Units by virtue of the occupancy of or construction in the unit or the activities of its owners or occupants shall be assessed against that Unit or Units.

3. Fees, charges, fines, and interest imposed by and costs, expenses, and attorney's fees incurred by the Association, with or without litigation, against a Unit Owner or occupant are enforceable against the unit as a Common Expense.

4. Any charges assessed against a Unit in connection with additions, alterations, or improvements for which permission of the Board of Directors was or should have been applied for under the Declaration, Bylaws, Rules, or the Act, shall be assessed against that Unit after notice and opportunity to be heard.

5. If any Common Expense is caused by the willful misconduct, failure to comply with a written maintenance standard or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after notice and opportunity to be heard, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner's unit.

(d) Unless otherwise provided in the Board of Directors resolution adopting a budget or special assessment, any surplus funds remaining from a budget at the end of a fiscal year, or from a special assessment after the completion of the undertaking or undertakings for which the assessment was adopted, shall be added to the general reserves of the Association.

(e) The Board of Directors, and not the owner or owners of any affected Units, shall have sole discretion and authority to select, contract with, direct, and pay all contractors and vendors for all repairs, replacements, and restoration of the Property for which funds of the Association or the proceeds of any Association insurance policy are to be used, devoted, or claimed.

ARTICLE XX: INSURANCE. The Association shall maintain, to the extent reasonably available and subject to reasonable deductibles: (a) property insurance on the Common Areas insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than eighty per cent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies; (b) commercial general liability insurance, including medical payments insurance, in an amount determined by the Board but not less than \$500,000 per person and \$1,000,000 per occurrence, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Areas; (c) fidelity insurance; and (d) any other or additional insurance which the Board of Directors deems appropriate.

ARTICLE XXI: AMENDMENT OF DECLARATION.

Section 1. This Declaration shall be amended only by a vote of at least two-thirds (2/3) of the Unit Owners cast in person or by proxy at a meeting of the Association duly called for such purpose in accordance with the provisions of the By-Laws, and notwithstanding any provisions to the contrary in the By-Laws, following written notice to all Unit Owners and their Eligible Mortgagees; provided further, however, that if such amendment directly or indirectly changes the boundaries of any unit, the undivided interest in the Common Areas appertaining thereto, the liability for Common Expenses or rights to common profits appertaining thereto, such amendment shall require the affirmative vote of seventy-five

(75%) per cent of the Unit Owners and shall in addition, require the consent of the Eligible Mortgagees of at least seventy-five (75%) per cent of all units subject to mortgage.

Section 2. No such amendment shall be effective until recorded in the office of the Town Clerk, for the City of Norwalk.

Section 3. After five amendments to the original Declaration or a subsequent Declaration or the By-Laws of the Association, the Board of Directors of the Association shall prepare a revised Declaration with revised By-Laws attached thereto, incorporating all modifications and amendments to that date, and such instruments shall forthwith be recorded in the office of the Town Clerk of the City of Norwalk, Connecticut. The provisions of this Section shall not be a condition precedent to an effective amendment of Declaration or other related documents.

Section 4. Where any provision of the Declaration, Bylaws, or the Act requires the consent of an Eligible Mortgagee, that consent shall be deemed granted if a written refusal to consent is not received by the Association within forty-five days after the Association delivers notice of the proposed amendment or action to the Eligible Mortgagee by certified mail, return receipt requested to the address such Eligible Mortgagee has provided.

ARTICLE XXII: TERMINATION.

Section 1. The Unit Owners may remove the Property from the provisions of the Act and of this Declaration by an instrument to that effect, containing the signatures of at least ninety (90) percent of the Unit Owners, duly witnessed and acknowledged, provided the legal holders of all liens and mortgages affecting any of the units consent thereto in the same form and provided that such consent of owners, mortgagees and lien holders be recorded on the Norwalk Land Records.

Section 2. Upon removal of this Property from the provisions of the Act and this Declaration, the Unit Owners shall be deemed to own the property as tenants in common, with undivided interests in the percentage of undivided interest previously owned by each owner in the Common Areas.

Section 3. If there is substantially total destruction of the Property by fire or other casualty, 75% or more of all Unit Owners may by vote cast at an annual or special meeting of the Unit Owners, elect not to proceed with repair or restoration and thus remove the Property from the Provisions of the Act. Any such vote shall be indicated by an instrument to that effect duly recorded and containing the signatures of 75% or more of the Unit Owners, witnessed and acknowledged. In such event, all liens affecting any of the units shall, by virtue of the Act, be deemed transferred to the entire Property in accordance with priorities then existing with an undivided interest in the Property equal to that percentage of the Common Areas previously appurtenant to each Unit.

Section 4. A removal under this Article shall not bar subsequent resubmission of the Property to the provisions of the Act.

ARTICLE XXIII: CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE XXIV: GENDER. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE XXV: WAIVER. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

ARTICLE XXVI: INVALIDITY. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of remainder of this

Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions has never been included herein.

ARTICLE XXVII: CONFLICTS. This Declaration seeks to comply with the requirements of the Act. If any conflict exists between this Declaration and the provisions of the Act, the provisions of the Act shall control.

ARTICLE XXVIII: DECLARATION, A REAL COVENANT. The covenants and restrictions of this Declaration are covenants real and shall run with and bind the land and shall inure to the benefit of and be enforceable by the Unit Owners acting through the Association, their respective legal representatives, heirs, successors and assigns. The Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens, and subject to the rights of amendment and termination herein set forth.

ARTICLE XXIX: VOTING. Any vote of the Unit Owners on any matter affecting the Declaration, shall be conducted by them as members of the Association and in accordance with provisions established in the Declaration and By-Laws.

ARTICLE XXX: LEASING RESTRICTIONS.

Section 1. No Residential Unit or Garage Unit may be leased, rented, or otherwise conferred for possession by a nonowner other than the owner's immediate family member in exchange for the payment of rent or other value (hereafter referred to as "leased" or "a lease"), except as provided in this Article.

Section 2. No person who acquired title to a Residential Unit or Garage Unit after April 1, 1986 may lease it during the first twelve months after acquiring title, or more than once during any twelve-month period, or more than thirty-six of any consecutive forty-eight month period.

Section 3. Subleases are prohibited unless either the owner acquired title to the Residential Unit or Garage Unit before April 1, 1986 or the owner and tenant jointly apply for and receive permission of the Board in advance.

Section 4. Only the entire Residential Unit or Garage Unit, as opposed to a single room or other portion of the Residential Unit or Garage Unit, may be leased. The owner may not reside in or occupy the Residential Unit or Garage Unit at any time during the lease period. This Section 4 shall take effect sixty days after its adoption with respect to any such tenancy in effect at the time of such adoption.

Section 5. Tenancies which are for unspecified durations, or which are month-to-month, or which are for any period less than one year are prohibited. The lease agreement must be in writing, specify an initial term of no less than one year before any extensions or renewals, and incorporate and append copies of this Declaration, the Bylaws, and the Rules. This Section 5 shall take effect sixty days after its adoption with respect to any such tenancy in effect at the time of such adoption or, if later, upon the expiration of such tenancy the term of which had been specified for a period of under one year.

Section 6. Garage Units may not be leased to any person who is not a resident of the Condominium.

Section 7. All of the following must be provided to the Board of Directors before the lease begins and within two days of any change: (1) copies of the lease and every modification, renewal, or extension; (2) the names, addresses, and phone numbers of all owners, tenants, and occupants; and (3) any additional documents or information related to the lease or parties set forth by Rule or requested by the Board of Directors at any time during the lease term. These submissions are for recordkeeping and contact purposes only, not for Board approval.

Section 8. The Board of Directors may, in its discretion, grant exceptions to one or more of the requirements of this Article due to proven hardship such as a Unit Owner's military duty, extended hospitalization, or other extreme circumstances. The Board will respond to such applications within thirty days, but its failure to do so shall not be deemed consent.



Section 9. Any purported conveyance, lease, or other transaction or provision contained in any agreement which contradicts the Declaration, Bylaws, or Rules or any federal, state, or local law is prohibited and shall be deemed void. No owner may advertise or propose a Residential Unit or Garage Unit for lease in any manner which, if so leased, would violate any provision of this Article. Unit owners and tenants may be fined up to \$250 for each violation of this Article, and each day of continuing violations shall be deemed a new violation.

Section 10. This Article shall not apply to the extent forbidden by the regulations or requirements of the United State Veterans Administration.

## AMENDED AND RESTATED BYLAWS OF ROWAYTON WOODS CONDOMINIUM

### SECTION 1 IDENTITY.

These laws are the By-laws of Rowayton Woods Condominium Association, Inc. All terms used herein shall have the same definitions as those set forth in the Declaration, of which they are a part.

(a) Applicability of By-laws. The provisions of these By-laws are applicable to the procedures for the conduct of the affairs of the Association.

(b) Personal Application. All present and future Unit Owners, mortgagees, lessees and occupants of the units and their employees, and any other person who may use the facilities of the Condominium in any manner are subject to these By-laws, the Declaration, and to the Rules established by the Board of Directors as hereinafter set forth. The acceptance of the deed or conveyance or the entering into a lease or the act of occupancy of a unit shall constitute an agreement that these By-laws, the Rules, and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

### SECTION 2 THE ASSOCIATION.

Each unit as defined in Article II, Sections 18 and 19 of the Declaration shall be entitled to one vote in the Association, each weighted on the basis of that unit's percentage of ownership in the undivided interest of the Common Areas as defined in Article IX of the Declaration.

(a) Office. The office of the Association shall be the office of the Manager, the Managing Agent or the address of the Secretary of the Association, whichever is so designated by the Board of Directors.

(b) Corporate Seal. The seal of Rowayton Woods Condominium Association, Inc., shall be in a circular seal press containing the name of the corporation, the year of incorporation and the words "Corporate Seal, Connecticut."

### SECTION 3 BOARD OF DIRECTORS.

(a) Number and Qualifications. The Board of Directors shall be composed of five (5) persons who shall be either Unit Owners or the resident spouse of a Unit Owner, and shall be elected from among the Unit Owners by the Unit Owners. In the event a unit is owned by more than one (1) person, qualification for membership on the Board of Directors shall require that the Unit Owner's proportional share of ownership must be equal to or greater than 50%.

(b) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and the Association and may do all such acts or things except as by law or by the Declaration or these By-laws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors may employ or enter into a contract or agreement with a Manager for the Condominium and the Association at a compensation or consideration and for a term of years established by the Board, to perform such duties and services as the Board shall authorize except as prohibited by the Act

(c) Election and Term of Office. At each Annual Meeting of the Unit Owners, two or three Directors, as the case may be, shall be elected for a two-year term by a majority of the votes cast by the

owners present, in person or by proxy, at the meeting, and the term of at least one-third (1/3) of such Board of Directors shall expire annually. No person shall serve more than three (3) consecutive terms as a Director. The members of the Board of Directors shall hold office until their respective successors have been elected by the Unit Owners. In any vote for a new Board of Directors, each Unit Owner shall have one vote (each vote being weighted based on percentage of ownership of the common areas as defined in Article IX of the Declaration) for each position filled for each unit owned. At each Annual Meeting, the Board of Directors shall be elected by ballot or voice vote of the Unit Owners in accordance with these By-laws.

(d) Removal of Members of the Board of Directors. At any duly held regular or special meeting of the Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners present and voting in person or by proxy, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

(e) Vacancies. Vacancies on the Board of Directors caused by any reason other than removal by the Unit Owners shall be promptly filled by a vote of the majority of the remaining Directors at a special meeting of the Board held for that purpose, even though the members present at such meeting may constitute less than a quorum. Each such person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term they are filling and until their successor shall be elected or, if earlier, until the next regularly scheduled election of Board members.

(f) Compensation. No member of the Board of Directors shall receive compensation for acting as a Director.

(g) Meetings of the Board of Directors. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one meeting shall be held each quarter. Notice of regular and special meetings of the Board of Directors shall be given to each member of the Board and each Unit Owner by mail, electronically, or by hand-delivery at least five days prior to the day of the meeting, except that notice of a meeting called to adopt, amend or repeal a rule shall be given at least ten days prior and shall include the text of the proposed rule or amendment or the text of the rule proposed to be repealed. If notice of the meeting is included in a schedule given to the Unit Owners, the Secretary shall make available an agenda for such meeting to each Director and to the Unit Owners not later than 48 hours prior to the meeting. Special meetings of the Board of Directors may be called by the President by notice which shall state the purpose of the meeting. Special meetings of the Board of Directors shall also be called by the President or the Secretary on the written request of at least two (2) members of the Board of Directors.

(h) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business that may have been transacted at the original meeting may be transacted without further notice.

(i) Election of Officers. At each annual organization meeting of the Board of Directors, the Board shall elect a President, Vice President, Secretary and Treasurer. The offices of President and Secretary shall not be held by same person. The Secretary and Treasurer need not be Board members. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Unit Owners and the Board of Directors, and shall hold the general powers and duties which are incident to the office of a president of a stock corporation, including but not limited to the power to appoint such committees from among the Unit Owners from time to time as he deems appropriate to assist in the conduct of the affairs of the Association. The Vice President shall take the place of the President and perform those duties whenever the President shall be absent or unable to act. The Secretary shall keep the

minutes of all meetings of the Unit Owners and the Board of Directors and shall have charge of such books and records as the Board of Directors may direct and in general, perform all of the duties incident to the office of a secretary of a stock corporation. The Treasurer shall have the responsibility to oversee the Association funds and securities, review at least quarterly the financial records and books of account belonging to the Association and kept by the Manager, and in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Connecticut. All agreements, contracts, leases, deeds, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Association or by such person or persons as may be designated by the Board of Directors. No officer shall receive compensation for acting as such an officer. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose. Any officer whose removal has been proposed shall be given an opportunity to be heard at that meeting.

(j) Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake in judgment, negligence or otherwise, and shall only be liable for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium and Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-laws. The members of the Board of Directors shall have no personal liability at any time with respect to any contract made by them on behalf of the Condominium or Association. Each agreement made by the Board of Directors or the managing agent on behalf of the Condominium or Association shall provide that the members of the Board of Directors or the Managing Agent or the Manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. A Unit Owner is not liable, solely by reason of being a Unit Owner, for injury or damage arising out of the condition or use of the Common Elements or any contract of the Association. An action alleging a wrong done by the Association, including an action arising out of the condition or use of the Common Elements or breach of any contract by the Association, may be maintained against the Association and not against any Unit Owner.

(k) The Board of Directors shall establish a fiscal year.

(l) Action Without a Meeting. Instead of meeting, the Board of Directors may act by two-thirds consent as documented in a writing authenticated by its members, noting the consent or non-consent of each member. The Secretary promptly shall give notice to all Unit Owners of any action taken by two-thirds consent.

#### **SECTION 4 MEETINGS OF UNIT OWNERS.**

(a) Annual Meeting. The Annual Meeting of the Unit Owners shall be held on such date and at such time and place suitable and convenient to the Unit Owners as may be designated by the Board of Directors.

(b) Action Without a Meeting. At the discretion of the Board of Directors, the Unit Owners may vote by electronic or paper ballot without a meeting in the manner provided in the Act on any matter for which the Declaration or these Bylaws allow for vote by the Unit Owners at a live meeting.

(c) Special Meeting. It shall be the duty of the President to call a special meeting of the Unit Owners, if so directed by a resolution of the Board of Directors or upon petition signed and presented to the Secretary by not less than twenty percent (20 %) in the aggregate of all Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(d) Notice of Meetings. The Board shall send a notice for the Annual Meeting or special meeting of the Unit Owners at least ten (10) days but not more than sixty (60) days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be sent by mail, electronically, or by hand-delivery to each Unit Owner of record at the building in which the unit

is situated or at such other address as such Unit Owner shall have designated by notice in writing to the Association. The sending of notice of meeting in the manner herein shall be considered service of notice.

(e) Quorum. Except as otherwise provided herein, the presence in person or proxy of Unit Owners having twenty percent (20%) of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners. If at any meeting of the Unit Owners there is not a quorum present, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the date the original meeting was held.

(f) Conduct of the Meeting. The order of business at the Annual Meeting of Unit Owners or at any special meeting as far as practical shall be:

1. Calling of the roll and certifying the proxies.
2. Proof of notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Election of Inspector(s) of Election.
5. Election of Directors if necessary.
6. Receiving reports of officers.
7. Receiving reports of committees.
8. Old business.
9. New business.
10. Adjournment.

Meetings need not follow Robert's Rules of Order, but shall instead be conducted according to such reasonable rules for order, procedure, and opportunity for Unit Owners to comment as the President may determine consistent with the Declaration, By-laws, and Rules.

(g) Majority of Votes. A vote of the majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage is required by the Declaration, these By-laws, or by law.

(h) Votes in the Event of Multiple Ownership of a Unit. If only one of several owners of a unit is present at a meeting of the Association, that owner is entitled to cast the vote allocated to that unit. If more than one of the owners are present, the vote allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the vote allocated to the unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

(i) Proxies. A unit's vote may be cast pursuant to a directed or undirected proxy duly executed by any owner of that unit, however: (1) A proxy is void unless it is signed, dated, and validly completed on a form approved in advance by the Board of Directors. (2) A proxy is void if it identifies a person who is not a unit owner as the proxyholder. (3) No vote may be cast to elect a director pursuant to an undirected proxy. (4) A person may not cast votes representing more than fifteen per cent (15%) of the votes in the Association pursuant to undirected proxies.

(j) Association-Owned Units. The vote allocated to a unit owned by the Association shall be cast in any vote of the Unit Owners in the same proportion as the votes cast on the matter by Unit Owners other than the Association.

## **SECTION 5 MAINTENANCE, REPAIR AND ALTERATIONS OF PROPERTY.**

(a) Except as provided in Section 5(b) below or as otherwise provided in the Declaration, Bylaws, Rules, or the Act, the Board of Directors shall maintain, repair and replace all of the Common Areas and the cost of such maintenance and repair shall be a Common Expense of the Association.

(b) The responsibility of the Unit Owner shall be to maintain, repair and replace at their expense all portions of their unit and Limited Common Areas except the portions to be maintained, repaired and replaced by the Association. The Unit Owner shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the unit is

located or any Limited Common Area. The Unit Owner is responsible to promptly report to the Board of Directors any defect or need for repairs, the responsibility for which is that of the Association.

## **SECTION 6 INSURANCE.**

(a) The Association shall maintain, to the extent reasonably available and subject to reasonable deductibles: (1) property insurance on the Common Elements insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than eighty per cent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies; (2) commercial general liability insurance, including medical payments insurance, in an amount determined by the Board but not less than \$500,000 per person and \$1,000,000 per occurrence, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements; (3) fidelity insurance; and (4) any other or additional insurance which the Board of Directors deems appropriate.

(b) Insurance Trustee. All insurance obtained by the Board of Directors shall be payable to the Board of Directors as trustee for each of the Unit Owners and/or their mortgagees as their respective interests may appear. Notwithstanding the foregoing, however the Board of Directors may at any time by a majority vote of the Board of Directors or upon request of any Eligible Mortgagee holding mortgages on over twenty percent (20 %) of the units, cause all insurance policies purchased by them covering property losses to be paid to an insurance trustee. The insurance trustee shall not be liable for the payment of premiums, for failure to renew the policies, for the sufficiency of policies or for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of Unit Owners and their mortgagees. In the event of any damage, the Board of Directors shall cause the damage to the Units and/or the Common Areas to be repaired promptly, unless it shall be determined that the damages are not to be repaired under the provisions set forth herein. The insurance trustee or the Board of Directors as the case may be, shall pay for said repairs out of the proceeds of said policies. If the proceeds are insufficient to pay for said repairs, any deficiency shall be a Common Expense. If the damage should be to the units and the units are not to be repaired, then the proceeds of the policies shall be held for the Unit Owners of the damaged units and their mortgagees to be distributed among them as their respective interests appear, *provided, however*, that it is determined pursuant to Article XXII of the Declaration that the damage to the unit or units is not to be repaired, then such insurance proceeds shall be distributed jointly to all Unit Owners and their mortgagees as their respective interests appear and in the same proportions as each Unit Owner's common interest bears to the common interests of all Unit Owners.

(c) Distribution of Insurance Policies Proceeds. The proceeds of insurance policies received by the Board of Directors or the insurance trustee shall be distributed as follows:

1. All expenses of the insurance trustee shall be paid first.
2. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended for the purpose of said repairs as hereinabove provided. If there are any proceeds remaining after defraying costs of the insurance trustee and costs of the repairs said proceeds shall be distributed to the Unit Owners and their Eligible Mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. If it is determined, other than pursuant to Article XXII of the Declaration, that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. If it is determined pursuant to Article XXII of the Declaration that the damage is not to be reconstructed or repaired, the proceeds shall be distributed jointly to all Unit Owners and their mortgagees as their

respective interests appear and in the same proportions as each Unit Owner's common interest bears the total common interest of all Unit Owners.

4. In making distributions to the Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution and as to whether or not the building is to be reconstructed or repaired.

(d) Insurance by Unit Owners. Nothing contained herein shall be construed so as to prejudice the rights of the Unit Owners and the owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carrier issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

#### **SECTION 7 WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.**

(a) If Common Areas are damaged, they shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) If the damaged property is one of the buildings and if the units to which fifty percent (50%) or more of the Common Areas are appurtenant are found by the Board of Directors to be tenable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined under the Declaration that the Condominium shall be terminated.

(c) If the damaged property is one of the buildings and if the units to which more than fifty percent (50%) of the Common Areas are appurtenant are found by the Board of Directors to not be tenable, the damaged property will be reconstructed or repaired, unless within sixty (60) days after the casualty the owners of at least two-thirds (2/3) of the units in the entire Condominium agree in writing not to make such repairs or reconstruction. No mortgagee shall have any right to participate in the determination as to whether or not the damaged property shall be reconstructed or repaired except as otherwise provided in the Declaration or the Act. If there is not enough money available to pay for the reconstruction or repair out of the insurance proceeds, any deficiency shall be a Common Expense.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the buildings as originally built, or if not according to the original plans and specifications, said reconstruction and repair shall be subject to approval of the Association, two-thirds (2/3) of all the Unit Owners and of the Eligible Mortgagees.

(e) Nothing contained in this Section is to be construed in a manner which will violate any of the provisions of the Act; and if there are any inconsistencies, the Act shall control.

#### **SECTION 8 Deleted.**

#### **SECTION 9 COLLECTION OF COMMON EXPENSES.**

(a) Payment of Common Charges. All Unit Owners shall pay upon the first of each month, directly to the Manager or as the Board shall otherwise determine, for the account of the Association, the Common Charges as defined in the Declaration.

(b) Collection of Common Charges. The Board of Directors shall take prompt action to collect Common Charges due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date of payment thereof.

(c) Default in Payment of Common Charges. In the event of any default by any Unit Owner in the payment of the Common Charges determined to be due, each Unit Owner shall be obligated to pay any late fee determined by the Board of Directors and/or interest at the legal rate on such Common Charges from the due date thereof, together with all expenses including reasonable attorney's fees incurred in collecting said unpaid Common Charges. The Board of Directors and/or the Manager shall have the right and duty to recover such Common Charges together with any late fee, interest thereon and any other charges reflected in the account of the Unit Owner on the books of the Association in an action

to recover the same brought against the Unit Owner by foreclosure of a lien on any unit under powers granted by the Act.

(d) Foreclosure of Lien for Unpaid Common Charges. The Association has a statutory lien on a unit for any Common Charges or other assessment levied against that unit or fines imposed against its owner, occupants, and guests as well as all late charges, fees, interest, attorney's fees, and expenses related thereto to the fullest extent provided in the Act. A suit to recover unpaid Common Charges shall be maintainable without foreclosure or waiver of the lien rights on the same.

(e) Transfer of Assessment Upon Conveyance of Unit. Notwithstanding anything contained herein to the contrary, any assessment of Common Charges against a Unit Owner made in accordance with these By-laws shall, upon the first day of the month following the date of the effective conveyance by said Unit Owner of the title to the unit, and to the extent that such assessment is then outstanding and all previously due payments on account thereof have been paid, be deemed an assessment of Common Charges against the person acquiring such title, the said Unit Owner being thereafter and to that extent discharged of any and all liability for such assessment.

(f) Statement of Common Charges. Upon receiving a written request from any Unit Owner, the Board of Directors shall promptly provide a written statement of all unpaid Common Charges due from such Unit Owner. In the event that a Unit Owner has contracted for the sale of their unit, the Board or Manager shall provide a resale certificate as required by the Act.

**SECTION 10 Deleted.**

**SECTION 11 ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE BOARD OF DIRECTORS.**

Whenever in the judgment of the Board of Directors an expenditure relating to alterations and improvements is necessary and said expenditure is not in the approved budget and is in excess of fifteen percent (15%) of the then annual budget of the Association, said expenditure for alterations or improvements shall not be made unless it has been approved by a majority of the Unit Owners present and voting in person or by proxy at a meeting duly called and held and at which meeting a quorum is present or in a vote by ballot in accordance with the Act. When said approval has been obtained, all Unit Owners shall be assessed and the cost thereof shall be a Common Expense. Nothing contained in this Section 11 shall be deemed to be a restriction of the authority of the Board of Directors to provide for reasonable maintenance and repairs to the Common Areas.

**SECTION 12 ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY UNIT OWNERS.**

No Unit Owner shall make any structural addition, alteration or improvement in or to a unit without prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval within thirty (30) days after such request, but failure to do so within the stipulated time shall constitute a denial by the Board of Directors to the proposed addition, alteration or improvement without prejudice to resubmission. The Board has exclusive discretion to grant, grant with conditions, or deny the request.

**SECTION 13 RIGHT OF ACCESS.**

Each Unit Owner shall grant a right of access to their Unit to the Manager and/or the Managing Agent and/or any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating in their unit and threatening another unit or Common Area or limited common area or for the purpose of performing necessary installations, alterations or repairs to the mechanical or electrical services or Common Areas located therein, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the Unit Owner. In the case of any emergency, such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

#### **SECTION 14 UTILITIES.**

(a) Electricity and Gas. Electricity and gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter for each unit, other than a garage unit, and each Unit Owner shall be required to pay the bills for electricity and gas consumed or used in their unit and the Limited Common Areas serving their unit. The electricity and gas serving the Common Areas, the garage units (except as otherwise determined by the Board of Directors) and the Recreation Facilities designated as such by the Declaration shall be metered and the Association shall pay all bills for electricity and gas consumed therein as a Common Expense.

(b) Water. Water shall be supplied to the Property, including all units, by the public utility company serving the area. Unless otherwise determined by the Board of Directors, the Association shall pay all bills for water consumed on the Property as a Common Expense.

#### **SECTION 15 TRANSFER OF UNITS.**

Any Unit Owner shall be free to sell, lease or devise their unit or garage without approval of the Association or Board of Directors except as provided in the Declaration, Bylaws, and Rules or under applicable law, provided however that the purchaser of any unit from a Unit Owner shall be required to make an initial contribution of capital to the Association equal to two (2) months of the charges assessed for the periodic share of Common Expenses allocated to the unit.

#### **SECTION 16 MORTGAGES.**

(a) Notice to Board of Directors. A Unit Owner who mortgages a unit shall notify the Board of Directors of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units."

(b) Notice of Unpaid Common Charges. The Board of Directors, whenever requested in writing by a mortgagee of a unit, shall promptly report any then unpaid Common Expenses due from or other default by the Unit Owner of the mortgaged unit.

(c) Notice of Default. The Board of Directors, when giving notice to a Unit Owner of default in paying Common Expenses or any other default, shall send a copy of such notice to each Eligible Mortgagee.

(d) Examination of Books. To the extent required by law, each Unit Owner and mortgagee of a unit shall be permitted to examine the books of account of the Association including all supporting documentation by appointment at reasonable times on business days.

(e) Collection and Disbursement of Mortgage Charges. The Board of Directors may require that payment of all mortgage charges by Unit Owners be made to the Manager to be held in trust to be disbursed promptly by such Manager only to the respective mortgagee. This may only be done with the consent of the mortgagee, however.

(f) Limitation of Mortgage. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease their unit unless they shall have paid in full to the Board of Directors or its agent, all unpaid Common Expenses theretofore assessed by the Board of Directors against the unit and until they shall have satisfied all unpaid liens against such unit except permitted mortgages.

#### **SECTION 17 NOTICE OF LIEN OR SUIT.**

Each Unit Owner shall give notice to the Board of Directors of any lien upon their unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien. Failure to comply with this paragraph will not affect the validity of any judicial sale. Notice shall also be given to the Association of every suit or other proceedings which may affect the title to a unit within five (5) days after the Unit Owner received knowledge of same.

#### **SECTION 18 RECORDS.**

(a) Records and Audits. The Association shall keep the following records:

(1) Detailed records of receipts and expenditures affecting the operation and administration of the Association, including accounts of each unit, Common Area maintenance costs, and



reserve balances, as well as other appropriate accounting records including, but not limited to, records relating to reserve accounts, if any;

(2) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the Unit Owners or Board of Directors without a meeting, and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;

(3) The names of Unit Owners in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order showing the proportionate vote each unit is entitled to cast;

(4) The Association's original or restated organizational documents, if required by law other than the Act, these By-laws and all amendments to them, and all rules currently in effect;

(5) All financial statements and tax returns of the Association for the past three years;

(6) A list of the names and addresses of its current Directors and officers;

(7) The Association's most recent annual report delivered to the Secretary of the State, if any;

(8) Financial and other records sufficiently detailed to enable the Association to comply with Section 47-270 of the Act;

(9) Copies of current contracts to which the Association is a party;

(10) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and

(11) Ballots, proxies and other records related to voting by Unit Owners for one year after the election, action or vote to which they relate.

(b) Architectural and Engineering Records. The Association shall maintain a complete set of the architectural and engineering plans and specifications of Rowayton Woods Condominium as filed with and approved by the Building Inspector of the City of Norwalk, together with copies of amendments thereto, as so filed.

(c) Annual Report. An annual report of the receipts and expenditures of the Association, certified by an independent certified public accountant, shall be made available by the Board of Directors to all Unit Owners and to all Eligible Mortgagees as soon as practicable after the end of the fiscal year.

#### **SECTION 19 MISCELLANEOUS.**

(a) Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors in care of the President of the Association and/or the Manager. To the extent required by law, all notices to any Unit Owner shall be sent by mail to the building in which the unit is situated or to such other electronic or mailing address as may have been designated by the Unit Owner from time to time in writing to the Board of Directors. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses as designated by them from time to time in writing to the Board of Directors. All notices shall be deemed to have been given when sent except notices of change of address which shall be deemed to have been given when received.

(b) Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-laws.

(c) Captions. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of these By-laws or the intent of any provision thereof.

(d) Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

#### **SECTION 20 MODIFICATION OR AMENDMENT OF THE BY-LAWS.**

(a) These By-laws shall be amended only by vote of a majority of the Unit Owners cast in person or by proxy at a meeting of the Unit Owners Association duly called for such purpose or by ballot in accordance with the applicable provisions of these By-laws, and notwithstanding any provisions to the

contrary in the By-laws, following written notice to all Unit Owners and the Eligible Mortgagees. If, however, such amendment directly or indirectly changes the boundaries of any unit, the undivided interest in the Common Areas appertaining thereto, the liability for Common Expenses or rights to common profits appertaining thereto, such amendment shall require the affirmative vote of seventy-five percent (75%) of the Unit Owners and shall, in addition, require the consent of the Eligible Mortgagees of at least seventy-five percent (75 %) of all units subject to mortgage.

(b) No amendment to these By-laws shall be of legal effect until set forth in an amendment to the Declaration and such amendment is recorded in the office of the Town Clerk for the City of Norwalk.

(c) No amendment made to these By-laws shall be contrary to the Act and any amendment shall be further subject to the provisions of the Act.

#### **SECTION 21 PERIODIC REVIEW OF THE BY-LAWS.**

At least every six (6) years, a By-laws Committee shall be appointed to review and give written report to determine if modification or amendment is deemed necessary for the purposes of updating, improving or complying with State statutes.

#### **LEASING RULES -- Rental of Units**

UNIT OWNERS may lease their units or garages in compliance with the following provisions:

- Article XXX of the Declaration imposes restrictions on leases, which every owner who wishes to rent out a unit or garage must carefully read and follow.
- If you rent your unit to others, it is essential that a copy of this Guide be given to your tenant (additional copies are available through Westford). As owner of record, you are responsible for the actions of your tenants.
- Garages can be rented only to residents of Rowayton Woods.

Except for owners who purchased their units before April 1, 1986:

- A unit or garage cannot be leased during the first twelve (12) months after the purchase date.
- A unit or garage may be leased only once in any twelve-month period.
- A unit or garage can be leased for no more than 36 of any consecutive 48 months period.
- Request for subleases must be approved by the Association Board of Directors.

For all leases, the following information must be submitted to Westford:

- Copies of the lease and every modification, renewal, or extension.
- Name and residence address of OWNER and day and evening phone numbers.
- Name of LESSEE and day and evening phone numbers
- Names of any other occupants of unit or garage
- Length of lease and unit number
- Owner's statement signed by the owner and the lessee that the lessee has received a copy of the Declaration of Unit Ownership, By-Laws and Rules of the Association and specifically that the lessee understands the guidelines and restrictions stated therein. This information is to be supplied by the owner and sent to Westford.

An owner may request exemption from the above provisions.

EXHIBIT A

TO

DECLARATION OF UNIT OWNERSHIP

ROWAYTON WOODS CONDOMINIUM, AMENDED

BY

THE LUSK CORPORATION (CONN.)

SHOWING DESCRIPTION OF PROPERTY

All that certain piece or parcel of land, together with the buildings thereon, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows: BEGINNING at a point along the westerly side of Highland Avenue said point being at the division line between land of Penn Central Company and the herein described parcel of land, where said division line intersects said westerly side of Highland Avenue; thence going in a general westerly direction on a curve to the right the radius of which is 2,744.93 feet for a distance of 1,113.477 feet along land of the Penn Central Company; thence north  $11^{\circ} 04' 50''$  west for a distance of 287.35 feet being in part along land of the Penn Central Company and being in part along land now or formerly of John W. and Helen M. Wise and being in part along land now or formerly of Robert J., Jr. and Suzanne Walsh; thence north  $11^{\circ} 56' 20''$  west for a distance of 93.34 feet and north  $52^{\circ} 10' 30''$  west for a distance of 75.12 feet along said land now or formerly of Robert J., Jr. and Suzanne Walsh; thence north  $11^{\circ} 43' 30''$  east for a distance of 39.82 feet being in part along said land now or formerly of Robert J., Jr. and Suzanne Walsh and being in part along a parcel reserved for future road; thence north  $22^{\circ} 36' 10''$  east for a distance of 43.63 feet being in part along the aforementioned parcel reserved for future road and being in part along land now or formerly of Anthony J. and Josephine Perrone; thence north  $36^{\circ} 31' 10''$  east for a distance of 104.40 feet along said land now or formerly of Anthony J. and Josephine Perrone; thence north  $62^{\circ} 22' 00''$  east for a distance of 59.63 feet being in part along land of Anthony J. and Josephine Perrone and being in part along land now or formerly of William and Helen G. Hevesy; thence north  $57^{\circ} 06' 40''$  east for a distance of 53.66 feet being in part along land now or formerly of William and Helen G. Hevesy and being in part along land now or formerly of Samuel J. and Ida Chiaia; thence north  $34^{\circ} 32' 00''$  east for a distance of 90.19 feet being in part along land now or formerly of Samuel J. and Ida Chiaia and being in part along land now or

formerly of William D., Jr. and Edith Kovacs; thence north  $42^{\circ} 08' 40''$  east for a distance of 89.74 feet being in part along land now or formerly of William D., Jr. and Edith Kovacs and being in part along land now or formerly of Hohn M. and Barbara Janet Roop to land now or formerly of Richard A. and Marjorie C. Van Haastern; thence south  $80^{\circ} 12' 15''$  east for a distance of 253.00 feet being in part along land now or formerly of Richard A. and Marjorie C. Van Haastern and being in part along land now or formerly of Daniel P. and Marta O'Rourke and being in part along land now or formerly of Henry and Sandra M. Samson; thence north  $10^{\circ} 06' 10''$  east for a distance of 100.65 feet along said land now or formerly of Henry and Sandra M. Samson to the southerly side of Watson Court; thence in a general northerly direction on a curve to the left the radius of which is 60.00 feet for a distance of 146.25 feet along the easterly end of Watson Court; thence north  $10^{\circ} 06' 10''$  east for a distance of 118.96 feet along land of Ischia Realty Company, Inc. to land now or formerly of Everett P. and Theresa V. Juan; thence south  $80^{\circ} 05' 15''$  east for a distance of 269.44 feet being in part along said land now or formerly of Everett P. and Theresa V. Juan and being in part along land now or formerly of Anthony F. Conte and being in part along land of Harry K. Carswell; thence south  $65^{\circ} 56' 00''$  east for a distance of 66.13 feet being in part along land now or formerly of Harry K. Carswell and being in part along land now or formerly of Robert F. and Patricia M. Davenport; thence south  $63^{\circ} 40' 10''$  east for a distance of 119.93 feet being in part along land now or formerly of Robert F. and Patricia M. Davenport and being in part along land now or formerly of Victor G. and Barbara S. Licrari; thence south  $41^{\circ} 36' 30''$  east for a distance of 69.35 feet being in part along land now or formerly of Royden W. and Dorothy K. McCurdy and being in part along land now or formerly of Robert L. and Elva S. Lownds; thence south  $40^{\circ} 30' 00''$  east for a distance of 33.44 feet along said land now or formerly of Robert L. and Elva S. Lownds; thence south  $34^{\circ} 44' 30''$  east for a distance of 35.35 feet along land of Robert L. and Elva S. Lownds; thence south  $44^{\circ} 42' 10''$  east for a distance of 93.30 feet being in part along land now or formerly of Robert L. and Elva S. Lownds and being in part along land now or formerly of Christopher and Agnes Keane; thence south  $44^{\circ} 01' 00''$  east for a distance of 55.08 feet along land now or formerly of Christopher and Agnes Keane; thence south  $44^{\circ} 52' 30''$  east for a distance of 7121 feet being in part along land now or formerly of Christopher and Agnes Keane and being in part along land now or formerly of John and Lucy A. Ciscato; thence along land now or formerly of John and Genevieve Giannicchi south  $45^{\circ} 12' 00''$  east for a distance of 30.84 feet, south  $39^{\circ} 17' 20''$  east for a distance of 67.74 feet, south  $44^{\circ} 36' 00''$  east for a distance of 20.61 feet and south  $49^{\circ} 03' 00''$  east for a distance of 22.27 feet to the westerly side of Highland Avenue; thence along said westerly side of Highland Avenue south

Said premises are to be conveyed subject to and/or together with the following:

1. Limitations of use as imposed by governmental authority.
2. Rights of others in and to any brooks, streams, springs or other water-courses traversing or bordering the premises.
3. Notes appearing on Map #4039 on file in the Norwalk Land Records.
4. The effect, if any, of an easement to The Southern New England Telephone Company, dated March 18, 1952 as set forth in Volume 368, at Page 391 of the Norwalk Land Records.
5. A drainage easement from The Lusk Corporation (Conn.) to the City of Norwalk dated November 22, 1974, recorded November 25, 1974 in the Norwalk Land Records in Volume 928, at Page 88.
6. A water main easement from The Lusk Corporation (Conn.) to The Second District Water Company dated January 8, 1975, which easement was recorded on January 29, 1975 in the Norwalk Land Records in Volume 932 at Page 339.
7. Unrecorded agreement between The Lusk Corporation (Conn.) and Connecticut Department of Transportation concerning an easement of pipe under the tracks of the Penn Central Railroad.
8. Unrecorded agreement between The Lusk Corporation (Conn.) and Connecticut Light and Power Company concerning rights of The Lusk Corporation (Conn.) to maintain sewer and drainage easements across property of Connecticut Light and Power Company.
9. The effect, if any, of an agreement regarding the installations of water pipes, etc. between The Lusk Corporation (Conn.) and The Second Taxing District, which agreement is dated March 24, 1975 and is recorded on March 31, 1975 in the Norwalk Land Records in Volume 938 at Page 100.
10. An easement to maintain a fire hydrant from The Lusk Corporation (Conn.) to The Second District Water Company dated January 24, 1975 and recorded on April 1, 1975 in the Norwalk Land Records in Volume 938 at Page 164.
11. An agreement between The Lusk Corporation (Conn.) and John M. Wise, et ux, and Robert J. Walsh, Jr., et ux, dated June 21, 1975 and recorded on June 23, 1975 in the Norwalk Land Records in Volume 949 at Page 162.

12. Setback, building lines and any notes shown on Map numbers 7945 and 7946, on file in the Norwalk Land Records.
13. Agreements and consents between The Lusk Corporation (Conn.) and Dudley D. Hoyt and Ethel Hoyt as contained in an unrecorded instrument, dated December 27, 1974, as amended November 12, 1976.
14. Possible slight encroachment of a 15' drainage easement over the southwesterly corner of the premises.
15. Setback, building lines and any notes shown on Map number 8177 and 8178
16. A thirty (30) foot set-back as shown on Map #6672 on file in the Norwalk Land Records.
17. Easement from The Lusk Corporation (Conn.) to The Connecticut Light and Power Company, recorded June 21, 1976 at 10:30 a.m. in Volume 1002, at Page 343.
18. Easement from The Lusk Corporation (Conn.) to The Connecticut Light and Power Company, recorded June 21, 1976 at 10:31 a.m. in Volume 1002 at Page 347.
19. The effect, if any, of a Declaration of Condominium, dated September 9, 1975 and recorded September 15, 1975 in the Norwalk Land Records in Volume 962, at Page 72, and as amended by instrument dated September 18, 1975 and recorded in Volume 963 at Page 159 of the Norwalk Land Records on September 22, 1975.
20. The Declarant, its successors and assigns, reserves the right to grant further utility easements to the Connecticut Light and Power Company, The Southern New England Telephone Company and to the Second Taxing District (Second District Water Company).
21. Easements to the City of Norwalk concerning sewer lines and sewer lift station recorded in the Norwalk Land Records in Volume 1033 at Page 313 and at Page 315.
22. An unrecorded agreement between The Lusk Corporation (Conn.) and the City of Norwalk concerning said sewer lines and said sewer lift station dated October 29, 1976.
23. A reservation of a permanent easement in a deed from Dudley D. Hoyt and Ethel Hoyt to The Lusk Corporation (Conn.) which deed is dated November 12, 1976 and is on file in the Norwalk Town Clerk's office.

EXHIBIT B

TO

DECLARATION OF UNIT OWNERSHIP

BY

THE LUSK CORPORATION (CONN.)

SHOWING DESCRIPTION OF BUILDINGS

NUMBERED 1, 2, 3, 5, 6, and 7

## SECTION 1.

The buildings which will be constructed on the land described in Exhibit A of the Declaration consist of six separate three-story buildings containing 96 apartments, and approximately seven garage buildings containing approximately 44 garages, a recreation area containing a swimming pool and pool house. Each ground floor apartment will have a terrace and each second floor and third floor apartment will have a balcony, as limited common area. There will be a one-bedroom unit, three types of two-bedroom units, and two types of three-bedroom units. The one-bedroom units, as described in Exhibit C as "F Type", include a kitchen, dining area, living room, one bath and one bedroom. The two-bedroom units, as described in Exhibit C as "E Type", include a kitchen, dining area, living room, one bath and two bedrooms. The two-bedroom units, as described in Exhibit C as "C Type", include a kitchen, dining room, living room with fireplace, where shown in the floor plans, two baths and two bedrooms. The two-bedroom units, as described in Exhibit C as "B Type", include a kitchen, dining room, living room with

fireplace, where shown in the floor plans, two baths and two bedrooms. The three-bedroom units, described in Exhibit C as "D Type", include a kitchen, dining area, living room, two baths, and three bedrooms. The three-bedroom units, described in Exhibit C as "A Type", include a kitchen, dining room, living room with fireplace, where shown in the floor plans, two baths, and three bedrooms. Some third floor apartments will have canted ceilings. The buildings will be of frame construction with exterior siding of rough sawn cedar. The buildings will be constructed on concrete footings and stem wall with concrete slabs and, where necessary, some portions of the buildings or the entire building will be constructed on pilings and reinforced grade beams and steel or wood floor joists and wood decking. Window and patio doors will be aluminum, sliding type, insulated glass. Party walls will be 8" masonry, except as shown on the plans.

The second and third floor floor-system will be 2" X 10" joists with 1/2" carpet board and 3/4" tongue and groove plywood on top and a resilient ceiling system below. Full thick insulation will be installed between the joists. Third floor ceilings in flat areas will be rafters with 1/2" plywood on top, covered with a built-up roof. Six inch (6") insulation will be installed between the rafter and 1/2" sheet-rock ceilings will be installed below. Third floor ceilings in canted areas will be 2" X 10" joists with 1/2" plywood on top covered with asphalt shingles weighing 380 lbs. per 100 Sq. Ft.

Bathroom floors and walls (where tiled) will be of ceramic tile, and vanity tops will be of imported Italian



marble. All other rooms (except kitchens) will have 54 ounce (approximately) padding with deep pile nylon or shag carpet. All second and third floor kitchens will have nylon carpeting with foam backing and all first floor kitchens will either have nylon carpet with foam backing or vinyl tile.

All units will contain individual central gas heating and air-conditioning systems and remote condensing unit.

All kitchens will be equipped with slide in ranges, garbage disposals, dishwashers and refrigerator-freezer combinations. Stacked individual washer/dryer combinations are optional in most units, and side-by-side washer/dryers are optional in the A and B units.

Garage units will be constructed on asphalt or concrete slabs using frame construction, substantially in accordance with the plans. Each garage door will have individual in-car radio controller.

All units will be constructed substantially in accordance with the model apartments, (as set forth in Article XVIII of the Declaration). The obligation of the Declarant to construct the buildings substantially in accordance with the model apartment, (as set forth in Article XVIII of the Declaration), shall run to the Unit Owner, only, and shall be enforceable by such Unit Owner.

December 28, 1976

SHOWING DESCRIPTION OF BUILDINGS  
NUMBERED 4, 8, 9, 10, 11 and 12

Section 2.

The buildings which, along with those described in Section 1, will be constructed on the land described in Exhibit A of the Declaration shall contain one hundred ten (110) apartments and approximately eight garage buildings containing approximately 38 garages, a tennis court and a paddle tennis court. Each ground floor apartment will have a patio and each second floor and third floor apartment, will have a deck, as limited common area. Each tri-level townhouse will have an optional patio on the first floor and a deck on the second floor. There will be a one bedroom unit, two types of two bedroom units, two types of three bedroom units, one type two bedroom tri-level townhouse and one type three bedroom tri-level townhouse. The one bedroom units, as described in Exhibit C as "e Type", include a kitchen, dining alcove, living room, one bath and one bedroom. The two bedroom units, as described in Exhibit C as "b Type", include a kitchen, dining room, living room with fireplace, where shown in the floor plans, two baths and two bedrooms. The two bedroom units, as described in Exhibit C as "d Type", include a kitchen, dining area, living room, one bath and two bedrooms. The three bedroom units, as described in Exhibit C as "c Type", include a kitchen, dining area, living/family room with fireplace, where shown in the plans, two baths and three bedrooms. The three bedroom units, as described in Exhibit C as "a Type", include a kitchen, dining room, living room with fireplace, where shown in the plans, two baths and three bedrooms. The tri-level three bedroom townhouse unit, as described

in Exhibit C as "f Type", include kitchen, dining area, living room with fireplace, where shown in the plans, family room, two and one half baths, three bedrooms and unfinished playroom and work room or bedroom. The tri-level two bedroom townhouse unit, as described in Exhibit C as "g Type", include kitchen, dining area, living room with fireplace, where shown in the plans, family room, one and one half baths, two bedrooms, and unfinished playroom and bedroom. Some third floor apartments will have canted ceilings. The buildings will be of frame construction with exterior siding of rough sawn cedar. The building will be constructed on concrete footings and stem wall with concrete slabs. Window and patio doors will be aluminium, sliding type, insulated glass. Party walls will be 8" masonry, except as shown on the plans.

The second and third floor floor-system will be 2" x 10" joists with 1/2" plywood and 3/4" pyro rock on top and a resilient ceiling system below. Full thick insulation will be installed between the joists. Third floor ceilings in flat areas will be rafters with 1/2" plywood on top, covered with a built-up roof. Six inch (6") insulation will be installed between the rafter and 1/2" sheet-rock ceilings will be installed below. Third floor ceilings in canted areas will be 2" x 10" rafters with 1/2" plywood on top covered with asphalt shingles weighing 380 lbs. per 100 sq. ft.

Bathroom floors and walls (where tiled) will be of ceramic tile, and vanity tops will be of imported Italian marble. All other rooms (except kitchens) will have 3/8" foam (approximately) padding with deep pile nylon or shag carpet. All second and third floor kitchens will have nylon carpeting with foam backing and all first

floor kitchens will either have nylon carpet with foam backing or vinyl tile.

All units will contain individual central gas heating and air-conditioning systems and remote condensing unit.

All kitchens will be equipped with slide in ranges, garbage disposals, dishwashers and refrigerator-freezer combinations. Individual washer/dryer combinations are optional, either stacked or side-by-side models depending upon unit type or location.

Garage units will be constructed on asphalt or concrete slabs using frame construction, substantially in accordance with the plans. Each garage door will have individual in-car radio controller.

All units will be constructed substantially in accordance with the model apartments, (as set forth in Article XVIII of the Declaration). The obligation of the Declarant to construct the buildings substantially in accordance with the model apartment, (as set forth in Article XVIII of the Declaration), shall run to the Unit Owner, only, and shall be enforceable by such Unit Owner.

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	NUMBER OF ROOMS	APPROXIMATE AREA (Sq. Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
<b>BLDG. 1</b>					
1	Deluxe 3 BR/Upper	6/2	1,520	0.6186	3 Rowayton Woods Drive ✓
2	Deluxe 3 BR/Entrance	6/2	1,520	0.5986	2 Rowayton Woods Drive ✓
3	Deluxe 3 BR/Garden	6/2	1,520	0.5886	1 Rowayton Woods Drive ✓
4	Deluxe 2 BR/Upper	5/2	1,110	0.5087	6 Rowayton Woods Drive ✓
5	Deluxe 2 BR/Entrance	5/2	1,110	0.4988	5 Rowayton Woods Drive ✓
6	Deluxe 2 BR/Garden	5/2	1,110	0.4888	4 Rowayton Woods Drive ✓
7	1 Bedroom/Upper	3½/1	750	0.3588	9 Rowayton Woods Drive ✓
8	1 Bedroom/Entrance	3½/1	750	0.3488	9 Rowayton Woods Drive ✓
9	1 Bedroom/Garden	3½/1	750	0.3388	7 Rowayton Woods Drive ✓
10	3 Bedroom/Upper	5½/2	1,060	0.4988	12 Rowayton Woods Drive ✓
11	3 Bedroom/Entrance	5½/2	1,060	0.4888	11 Rowayton Woods Drive ✓
12	3 Bedroom/Garden	5½/2	1,060	0.4788	10 Rowayton Woods Drive ✓

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	NUMBER OF ROOMS	APPROXIMATE AREA (Sq.Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
<u>BLDG. 2</u>					
13	Deluxe 3 BR/Upper	(A)	1,520	0.6186	15 Rowayton Woods Drive ✓
14	Deluxe 3 BR/Entrance	(A)	1,520	0.5986	14 Rowayton Woods Drive ✓
15	Deluxe 3 BR/Garden	(A)	1,520	0.5886	13 Rowayton Woods Drive ✓
16	Deluxe 2 BR/Upper	(B)	1,360	0.5787	18 Rowayton Woods Drive ✓
17	Deluxe 2 BR/Entrance	(B)	1,360	0.5687	17 Rowayton Woods Drive ✓
18	Deluxe 2 BR/Garden	(B)	1,360	0.5587	16 Rowayton Woods Drive ✓
19	2 Bedroom/Upper	(E)	910	0.4288	21 Rowayton Woods Drive ✓
20	2 Bedroom/Entrance	(E)	910	0.4188	20 Rowayton Woods Drive ✓
21	2 Bedroom/Garden	(E)	910	0.4088	19 Rowayton Woods Drive ✓
22	3 Bedroom/Upper	(D)	1,060	0.4988	24 Rowayton Woods Drive ✓
23	3 Bedroom/Entrance	(D)	1,060	0.4888	23 Rowayton Woods Drive ✓
24	3 Bedroom/Garden	(D)	1,060	0.4788	22 Rowayton Woods Drive ✓

**AMENDMENT TO  
EXHIBIT C, August 25, 1978**

**TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)**

**SHOWING UNIT DESIGNATION**

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST</u>	<u>STREET ADDRESS</u>
<b>BLDG. 3</b>					
25	Deluxe 3 BR/Upper	6/2	1,520	0.6186	27 Rowayton Hoods Drive ✓
26	Deluxe 3 BR/Entrance	6/2	1,520	0.5986	26 Rowayton Hoods Drive ✓
27	Deluxe 3 BR/Garden	6/2	1,520	0.5886	25 Rowayton Hoods Drive ✓
28	Deluxe 2 BR/Upper	5/2	1,110	0.5087	30 Rowayton Hoods Drive ✓
29	Deluxe 2 BR/Entrance	5/2	1,110	0.4988	29 Rowayton Hoods Drive ✓
30	Deluxe 2 BR/Garden	5/2	1,110	0.4888	28 Rowayton Hoods Drive ✓
31	2 Bedroom/Upper	4½/1	910	0.4288	33 Rowayton Hoods Drive ✓
32	2 Bedroom/Entrance	4½/1	910	0.4188	32 Rowayton Hoods Drive ✓
33	2 Bedroom/Garden	4½/1	910	0.4088	31 Rowayton Hoods Drive ✓
34	2 Bedroom/Upper	4½/1	910	0.4288	36 Rowayton Hoods Drive ✓
35	2 Bedroom/Entrance	4½/1	910	0.4188	35 Rowayton Hoods Drive ✓
36	2 Bedroom/Garden	4½/1	910	0.4088	34 Rowayton Hoods Drive ✓
37	1 Bedroom/Upper	3½/1	750	0.3588	39 Rowayton Hoods Drive ✓
38	1 Bedroom/Entrance	3½/1	750	0.3488	38 Rowayton Hoods Drive ✓
39	1 Bedroom/Garden	3½/1	750	0.3388	37 Rowayton Hoods Drive ✓
40	1 Bedroom/Upper	3½/1	750	0.3588	42 Rowayton Hoods Drive ✓
41	1 Bedroom/Entrance	3½/1	750	0.3488	41 Rowayton Hoods Drive ✓
42	1 Bedroom/Garden	3½/1	750	0.3388	40 Rowayton Hoods Drive ✓

AMENDMENT TO  
EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	NUMBER OF ROOMS	APPROXIMATE AREA (Sq. Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
BLDG. 4					
43	3 Bedroom/Entrance	5 1/2	1,324	0.4888	97 Rowayton Woods Drive ✓
44	3 Bedroom/Garden	5 1/2	1,360	0.4728	98 Rowayton Woods Drive ✓
45	3 Bedroom/Upper	5 1/2	1,420	0.5577	99 Rowayton Woods Drive ✓
46	Tri-Level/3 Bedroom	6/2 1/2	2,390	0.6141	100 Rowayton Woods Drive ✓
47	1 Bedroom/Entrance	3 1/2	865	0.3628	101 Rowayton Woods Drive ✓
48	1 Bedroom/Garden	3 1/2	901	0.3378	102 Rowayton Woods Drive ✓
49	1 Bedroom/Upper	3 1/2	974	0.4038	103 Rowayton Woods Drive ✓
50	2 Bedroom/Upper	4 1/2	1,258	0.4667	104 Rowayton Woods Drive ✓
51	2 Bedroom/Garden	4 1/2	1,211	0.4018	105 Rowayton Woods Drive ✓
52	2 Bedroom/Entrance	4 1/2	1,153	0.4258	106 Rowayton Woods Drive ✓
53	Tri-Level/2 Bedroom	5/2 1/2	1,951	0.5052	107 Rowayton Woods Drive ✓
54	Tri-Level/2 Bedroom	5/2 1/2	1,951	0.5052	108 Rowayton Woods Drive ✓
55	Deluxe 2 BR/Entrance	5/2	1,406	0.4898	109 Rowayton Woods Drive ✓
56	Deluxe 2 BR/Garden	5/2	1,472	0.4738	110 Rowayton Woods Drive ✓
57	Deluxe 2 BR/Upper	5/2	1,524	0.5437	111 Rowayton Woods Drive ✓
58	Deluxe 3 BR/Upper	6/2	1,837	0.6277	112 Rowayton Woods Drive ✓
59	Deluxe 3 BR/Garden	6/2	1,816	0.5377	113 Rowayton Woods Drive ✓
60	Deluxe 3 BR/Entrance	6/2	1,733	0.5541	114 Rowayton Woods Drive ✓



AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	UNIT DESIGNATION	NUMBER OF ROOMS	APPROXIMATE AREA (Sq. Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
67	3 Bedroom/Upper	(D)*	5 1/2	1,060	0.4988	45 Rowayton Woods Drive ✓
68	3 Bedroom/Entrance	(D)*	5 1/2	1,060	0.4888	44 Rowayton Woods Drive ✓
69	3 Bedroom/Garden	(D)	5 1/2	1,060	0.4788	43 Rowayton Woods Drive ✓
70	1 Bedroom/Upper	(F)	3 1/2	750	0.3588	48 Rowayton Woods Drive ✓
71	1 Bedroom/Entrance	(F)	3 1/2	750	0.3488	47 Rowayton Woods Drive ✓
72	1 Bedroom/Garden	(F)	3 1/2	750	0.3388	46 Rowayton Woods Drive ✓
73	Deluxe 2 BR/Upper	(B)	5/2	1,360	0.5787	51 Rowayton Woods Drive ✓
74	Deluxe 2 BR/Entrance	(B)	5/2	1,360	0.5687	50 Rowayton Woods Drive ✓
75	Deluxe 2 BR/Garden	(B)	5/2	1,360	0.5587	49 Rowayton Woods Drive ✓
76	Deluxe 2 BR/Upper	(C)	5/2	1,110	0.5087	54 Rowayton Woods Drive ✓
77	Deluxe 2 BR/Entrance	(C)	5/2	1,110	0.4988	53 Rowayton Woods Drive ✓
78	Deluxe 2 BR/Garden	(C)	5/2	1,110	0.4888	52 Rowayton Woods Drive ✓
79	2 Bedroom/Upper	(E)	4 1/2	910	0.4288	57 Rowayton Woods Drive ✓
80	2 Bedroom/Entrance	(E)	4 1/2	910	0.4188	56 Rowayton Woods Drive ✓
81	2 Bedroom/Garden	(E)	4 1/2	910	0.4088	55 Rowayton Woods Drive ✓
82	2 Bedroom/Upper	(E)*	4 1/2	910	0.4288	60 Rowayton Woods Drive ✓
83	2 Bedroom/Entrance	(E)*	4 1/2	910	0.4188	59 Rowayton Woods Drive ✓
84	2 Bedroom/Garden	(E)*	4 1/2	910	0.4088	58 Rowayton Woods Drive ✓
85	1 Bedroom/Upper	(F)*	3 1/2	750	0.3588	63 Rowayton Woods Drive ✓
86	1 Bedroom/Entrance	(F)*	3 1/2	750	0.3488	62 Rowayton Woods Drive ✓
87	1 Bedroom/Garden	(F)*	3 1/2	750	0.3388	61 Rowayton Woods Drive ✓
88	3 Bedroom/Upper	(D)	5 1/2	1,060	0.4988	66 Rowayton Woods Drive ✓
89	3 Bedroom/Entrance	(D)	5 1/2	1,060	0.4888	65 Rowayton Woods Drive ✓
90	3 Bedroom/Garden	(D)	5 1/2	1,060	0.4788	64 Rowayton Woods Drive ✓

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

INIT NUMBER	UNIT TYPE	UNIT CLASSIFICATION	NUMBER OF ROOMS	APPROXIMATE AREA (Sq.Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
<u>LDG. 6</u>						
108	3 Bedroom/Garden	(D)	5 1/2	1,060	0.4708	67 Rowayton Woods Drive ✓
107	3 Bedroom/Entrance	(D)	5 1/2	1,060	0.4888	68 Rowayton Woods Drive ✓
106	3 Bedroom/Upper	(D)	5 1/2	1,060	0.4988	69 Rowayton Woods Drive ✓
105	1 Bedroom/Garden	(F)*	3 1/2	750	0.3388	70 Rowayton Woods Drive ✓
104	1 Bedroom/Entrance	(F)*	3 1/2	750	0.3480	71 Rowayton Woods Drive ✓
103	1 Bedroom/Upper	(F)*	3 1/2	750	0.3588	72 Rowayton Woods Drive ✓
102	Deluxe 2 BR/Garden	(C)	5/2	1,110	0.4888	73 Rowayton Woods Drive ✓
101	Deluxe 2 BR/Entrance	(C)	5/2	1,110	0.4988	74 Rowayton Woods Drive ✓
100	Deluxe 2 BR/Upper	(C)	5/2	1,110	0.5087	75 Rowayton Woods Drive ✓
99	Deluxe 2 BR/Garden	(C)*	5/2	1,110	0.4888	76 Rowayton Woods Drive ✓
98	Deluxe 2 BR/Entrance	(C)*	5/2	1,110	0.4988	77 Rowayton Woods Drive ✓
97	Deluxe 2 BR/Upper	(C)*	5/2	1,110	0.5087	78 Rowayton Woods Drive ✓
96	1 Bedroom/Garden	(F)	3 1/2	750	0.3388	79 Rowayton Woods Drive ✓
95	1 Bedroom/Entrance	(F)	3 1/2	750	0.3488	80 Rowayton Woods Drive ✓
94	1 Bedroom/Upper	(F)	3 1/2	750	0.3588	81 Rowayton Woods Drive ✓
93	Deluxe 3 BR/Garden	(A)*	6/2	1,520	0.5886	82 Rowayton Woods Drive ✓
92	Deluxe 3 BR/Entrance	(A)*	6/2	1,520	0.5986	83 Rowayton Woods Drive ✓
91	Deluxe 3 BR/Upper	(A)*	6/2	1,520	0.6186	84 Rowayton Woods Drive ✓

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE		NUMBER OF ROOMS	APPROXIMATE AREA (Sq. Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
<u>BLDG. 7</u>						
109	3 Bedroom/Upper	(D)*	5 1/2/2	1,060	0.4988	96 Rowayton Woods Drive
110	3 Bedroom/Entrance	(D)*	5 1/2/2	1,060	0.4888	95 Rowayton Woods Drive
111	3 Bedroom/Garden	(D)*	5 1/2/2	1,060	0.4788	94 Rowayton Woods Drive
112	2 Bedroom/Upper	(E)	4 1/2/1	910	0.4288	93 Rowayton Woods Drive
113	2 Bedroom/Entrance	(E)	4 1/2/1	910	0.4188	92 Rowayton Woods Drive
114	2 Bedroom/Garden	(E)	4 1/2/1	910	0.4088	91 Rowayton Woods Drive
115	1 Bedroom/Upper	(F)	3 1/2/1	750	0.3588	90 Rowayton Woods Drive
116	1 Bedroom/Entrance	(F)	3 1/2/1	750	0.3488	89 Rowayton Woods Drive
117	1 Bedroom/Garden	(F)	3 1/2/1	750	0.3388	88 Rowayton Woods Drive
118	3 Bedroom/Upper	(D)	5 1/2/2	1,060	0.4988	87 Rowayton Woods Drive
119	3 Bedroom/Entrance	(D)	5 1/2/2	1,060	0.4888	86 Rowayton Woods Drive
120	3 Bedroom/Garden	(D)	5 1/2/2	1,060	0.4788	85 Rowayton Woods Drive

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	NUMBER OF ROOMS	APPROXIMATE AREA (Sq.Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
61	Deluxe 3 BR/Entrance	6/2	1,733	0.5541	115 Rowayton Woods Drive ✓
62	Deluxe 3 BR/Garden	6/2	1,816	0.5377	116 Rowayton Woods Drive ✓
63	Deluxe 3 BR/Upper	6/2	1,837	0.6277	117 Rowayton Woods Drive ✓
64	Deluxe 2 BR/Upper	5/2	1,524	0.5437	118 Rowayton Woods Drive ✓
65	Deluxe 2 BR/Garden	5/2	1,472	0.4738	119 Rowayton Woods Drive ✓
66	Deluxe 2 BR/Entrance	5/2	1,406	0.4898	120 Rowayton Woods Drive ✓
121	Tri-Level/3 Bedroom	6/2½	2,390	0.6141	121 Rowayton Woods Drive ✓
122	Tri-Level/3 Bedroom	6/2½	2,390	0.6141	122 Rowayton Woods Drive ✓
123	Tri-Level/2 Bedroom	5/2½	1,951	0.5052	123 Rowayton Woods Drive ✓
124	2 Bedroom/Entrance	4½/1	1,153	0.4258	124 Rowayton Woods Drive ✓
125	2 Bedroom/Garden	4½/1	1,211	0.4018	125 Rowayton Woods Drive ✓
126	2 Bedroom/Upper	4½/1	1,258	0.4667	126 Rowayton Woods Drive ✓
127	1 Bedroom/Upper	3½/1	974	0.4038	127 Rowayton Woods Drive ✓
128	1 Bedroom/Garden	3½/1	901	0.3378	128 Rowayton Woods Drive ✓
129	1 Bedroom/Entrance	3½/1	865	0.3628	129 Rowayton Woods Drive ✓
130	3 Bedroom/Upper	5½/2	1,420	0.5577	130 Rowayton Woods Drive ✓
131	3 Bedroom/Garden	5½/2	1,360	0.4728	131 Rowayton Woods Drive ✓
132	3 Bedroom/Entrance	5½/2	1,324	0.4888	132 Rowayton Woods Drive ✓

DG. 8

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	NUMBER OF ROOMS	APPROXIMATE AREA (Sq. Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
BLDG. 9					
133	3 Bedroom/Entrance	5 1/2	1,324	0.4888	133 Rowayton Hoods Drive ✓
134	3 Bedroom/Garden	5 1/2	1,360	0.4728	134 Rowayton Hoods Drive ✓
135	3 Bedroom/Upper	5 1/2	1,420	0.5577	135 Rowayton Hoods Drive ✓
136	Deluxe 2 BR/Entrance	5/2	1,406	0.4898	136 Rowayton Hoods Drive ✓
137	Deluxe 2 BR/Garden	5/2	1,472	0.4738	137 Rowayton Hoods Drive ✓
138	Deluxe 2 BR/Upper	5/2	1,524	0.5437	138 Rowayton Hoods Drive ✓
139	Tri-Level/3 Bedroom	6/2 1/2	2,390	0.6141	139 Rowayton Hoods Drive ✓
140	2 Bedroom/Entrance	4 1/2	1,153	0.4258	140 Rowayton Hoods Drive ✓
141	2 Bedroom/Garden	4 1/2	1,211	0.4018	141 Rowayton Hoods Drive ✓
142	2 Bedroom/Upper	4 1/2	1,258	0.4667	142 Rowayton Hoods Drive ✓
143	2 Bedroom/Upper	4 1/2	1,258	0.4667	143 Rowayton Hoods Drive ✓
144	2 Bedroom/Garden	4 1/2	1,211	0.4018	144 Rowayton Hoods Drive ✓
145	2 Bedroom/Entrance	4 1/2	1,153	0.4258	145 Rowayton Hoods Drive ✓
146	1 Bedroom/Entrance	3 1/2	865	0.3628	146 Rowayton Hoods Drive ✓
147	1 Bedroom/Garden	3 1/2	901	0.3378	147 Rowayton Hoods Drive ✓
148	1 Bedroom/Upper	3 1/2	974	0.4038	148 Rowayton Hoods Drive ✓
149	3 Bedroom/Upper	5 1/2	1,420	0.5577	149 Rowayton Hoods Drive ✓
150	3 Bedroom/Garden	5 1/2	1,360	0.4728	150 Rowayton Hoods Drive ✓
151	3 Bedroom/Entrance	5 1/2	1,324	0.4888	151 Rowayton Hoods Drive ✓

AMENDMENT TO

EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	UNIT DESIGNATION	NUMBER OF ROOMS	APPROXIMATE AREA (Sq. Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
152	Deluxe 3 BR/Entrance	(a) *	6/2	1,733	0.5541	152 Rowayton Hoods Drive ✓
153	Deluxe 3 BR/Garden	(a) *	6/2	1,816	0.5377	153 Rowayton Hoods Drive ✓
154	Deluxe 3 BR/Upper	(a) *	6/2	1,837	0.6277	154 Rowayton Hoods Drive ✓
155	Deluxe 2 BR/Upper	(b) *	5/2	1,524	0.5437	155 Rowayton Hoods Drive ✓
156	Deluxe 2 BR/Garden	(b) *	5/2	1,472	0.4738	156 Rowayton Hoods Drive ✓
157	Deluxe 2 BR/Entrance	(b) *	5/2	1,406	0.4898	157 Rowayton Hoods Drive ✓
158	Tri-Level 1/2 Bedroom	(g) *	5/2 1/2	1,951	0.5052	158 Rowayton Hoods Drive ✓
159	Tri-Level 1/2 Bedroom	(g) *	5/2 1/2	1,951	0.5052	159 Rowayton Hoods Drive ✓
160	2 Bedroom/Entrance	(d)	4 1/2/1	1,153	0.4258	160 Rowayton Hoods Drive ✓
161	2 Bedroom/Garden	(d)	4 1/2/1	1,211	0.4018	161 Rowayton Hoods Drive ✓
162	2 Bedroom/Upper	(d)	4 1/2/1	1,258	0.4667	162 Rowayton Hoods Drive ✓
163	Deluxe 2 BR/Upper	(b) *	5/2	1,524	0.5437	163 Rowayton Hoods Drive ✓
164	Deluxe 2 BR/Garden	(b) *	5/2	1,472	0.4738	164 Rowayton Hoods Drive ✓
165	Deluxe 2 BR/Entrance	(b) *	5/2	1,406	0.4898	165 Rowayton Hoods Drive ✓
166	3 Bedroom/Upper	(c) *	5 1/2/2	1,420	0.5577	166 Rowayton Hoods Drive ✓
167	3 Bedroom/Garden	(c) *	5 1/2/2	1,360	0.4728	167 Rowayton Hoods Drive ✓
168	3 Bedroom/Entrance	(c) *	5 1/2/2	1,324	0.4888	168 Rowayton Hoods Drive ✓

LDG. 10

AMENDMENT TO  
EXHIBIT C, August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
 BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	UNIT DESIGNATION	NUMBER OF ROOMS	APPROXIMATE AREA (Sq.Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
<u>BLDG. 11</u>						
169	Deluxe 3 BR/Entrance	(a)*	6/2	1,733	0.5541	169 Rowayton Woods Drive ✓
170	Deluxe 3 BR/Garden	(a)*	6/2	1,816	0.5377	170 Rowayton Woods Drive ✓
171	Deluxe 3 BR/Upper	(a)*	6/2	1,837	0.6277	171 Rowayton Woods Drive ✓
172	Deluxe 2 BR/Entrance	(bs)	5/2	1,517	0.4898	172 Rowayton Woods Drive ✓
173	Deluxe 2 BR/Garden	(bs)	5/2	1,517	0.4738	173 Rowayton Woods Drive ✓
174	Deluxe 2 BR/Upper	(bs)	5/2	1,612	0.5437	174 Rowayton Woods Drive ✓
175	Deluxe 2 BR/Upper	(bs)*	5/2	1,612	0.5437	175 Rowayton Woods Drive ✓
176	Deluxe 2 BR/Garden	(bs)*	5/2	1,517	0.4738	176 Rowayton Woods Drive ✓
177	Deluxe 2 BR/Entrance	(bs)*	5/2	1,517	0.4690	177 Rowayton Woods Drive ✓
178	Tri-Level 1/2 Bedroom	(g)	5/2 1/4	1,951	0.5052	178 Rowayton Woods Drive ✓
179	2 Bedroom/Entrance	(d)	4 1/2/1	1,153	0.4258	179 Rowayton Woods Drive ✓
180	2 Bedroom/Garden	(d)	4 1/2/1	1,211	0.4018	180 Rowayton Woods Drive ✓
181	2 Bedroom/Upper	(d)	4 1/2/1	1,258	0.4667	181 Rowayton Woods Drive ✓
182	Deluxe 3 BR/Upper	(a)	6/2	1,837	0.6277	182 Rowayton Woods Drive ✓
183	Deluxe 3 BR/Garden	(a)	6/2	1,816	0.5377	183 Rowayton Woods Drive ✓
184	Deluxe 3 BR/Entrance	(a)	6/2	1,733	0.5541	184 Rowayton Woods Drive ✓

*Handwritten mark*

AMENDMENT TO EXHIBIT C August 25, 1978

TO DECLARATION OF UNIT OWNERSHIP  
BY THE LUSK CORPORATION (CONN.)

SHOWING UNIT DESIGNATION

UNIT NUMBER	UNIT TYPE	UNIT DESIGNATION	NUMBER OF ROOMS	APPROXIMATE AREA (Sq.Ft.)	PERCENTAGE OF UNDIVIDED INTEREST	STREET ADDRESS
<u>BLDG 12</u>						
185	Deluxe 3 BR/Entrance	(a)*	6/2	1,733	0.5541	185 Rowayton Woods Drive ✓
186	Deluxe 3 BR/Garden	(a)*	6/2	1,816	0.5377	186 Rowayton Woods Drive ✓
187	Deluxe 3 BR/Upper	(a)*	6/2	1,837	0.6277	187 Rowayton Woods Drive ✓
188	Deluxe 2 BR/Upper	(bs)*	5/2	1,612	0.5437	188 Rowayton Woods Drive ✓
189	Deluxe 2 BR/Garden	(bs)*	5/2	1,517	0.4738	189 Rowayton Woods Drive ✓
190	Deluxe 2 BR/Entrance	(bs)*	5/2	1,517	> 0.4898	190 Rowayton Woods Drive ✓
191	2 Bedroom/Entrance	(d)	4½/1	1,153	0.4258	191 Rowayton Woods Drive ✓
192	2 Bedroom/Garden	(d)	4½/1	1,211	0.4018	192 Rowayton Woods Drive ✓
193	2 Bedroom/Upper	(d)	4½/1	1,258	0.4667	193 Rowayton Woods Drive ✓
194	2 Bedroom/Upper	(d)*	4½/1	1,258	0.4667	194 Rowayton Woods Drive ✓
195	2 Bedroom/Garden	(d)*	4½/1	1,211	0.4018	195 Rowayton Woods Drive ✓
196	2 Bedroom/Entrance	(d)*	4½/1	1,153	0.4258	196 Rowayton Woods Drive ✓
197	3 Bedroom/Upper	(c)*	5½/2	1,420	0.5577	197 Rowayton Woods Drive ✓
198	3 Bedroom/Garden	(c)*	5½/2	1,360	0.4728	198 Rowayton Woods Drive ✓
199	3 Bedroom/Entrance	(c)*	5½/1	1,324	0.4888	199 Rowayton Woods Drive ✓
200	Deluxe 2 BR/Entrance	(bs)	5/2	1,517	0.4898	200 Rowayton Woods Drive ✓
201	Deluxe 2 BR/Garden	(bs)	5/2	1,517	0.4738	201 Rowayton Woods Drive ✓
202	Deluxe 2 BR/Upper	(bs)	5/2	1,612	0.5437	202 Rowayton Woods Drive ✓
203	Deluxe 3 BR/Upper	(a)	6/2	1,837	0.6277	203 Rowayton Woods Drive ✓
204	Deluxe 3 BR/Garden	(a)	6/2	1,816	0.5377	204 Rowayton Woods Drive ✓
205	Deluxe 3 BR/Entrance	(s)	6/2	1,733	0.5541	205 Rowayton Woods Drive ✓
H-1	Residential House ++		8/2½		0.6487	245 Highland Avenue ✓

69 GARAGES AT 220 SQUARE FEET with a % of interest of 0.0172 each 1.1868  
100.0000%

\* Floor plan of Units reversed.

++ and attached two (2) car garage. The walkway between said residential house and said two (2) car garage shall constitute a limited common area.

(\* #6)



**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.  
C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200, Vernon, CT 06066

Tel: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

To: Unit Owners and Tenants of Rowayton Woods Condominium Association, Inc.  
From: Rowayton Woods Board of Directors  
Date: May 25, 2021  
Re: Notice of Adoption of Covid-19 Pool Rules and Covid-19 Pool Recommendations  
with Announcement of 2021 Pool Opening

---

Please be advised, that the Rowayton Woods Condominium Association, Inc., Board of Directors adopted the attached/enclosed Covid-19 Pool Rules and Covid-19 Pool Recommendations at its Virtual Board Meeting, conducted via Zoom on Monday, May 17, 2021.

The Board wishes to alert all RWCA unit owners and tenants that all users of the RWCA pool should be respectful of all other users of the pool. Some users will be wearing masks and some users will not be wearing masks. Please treat all users of the pool with respect.

Finally, we are pleased to announce that the RWCA will be open for use tomorrow, Wednesday, May 26, 2021. As previously announced, the pool is expected to be closed starting on Tuesday, September 7, 2021 for renovation.

Please maintain these documents with the rest of your Governing Documents for Rowayton Woods.

Thank you and have a safe and enjoyable summer season.

## RWCA Covid-19 Pool Rules & Covid-19 Pool Recommendations

The RWCA Board has approved the following rules and recommendations to allow RWCA residents the opportunity to use the community pool and pool area during the Summer of 2021. Use of the RWCA pool and pool area always has been, and will continue to be, at the risk of each individual resident. Consenting adults are responsible for all children using the RWCA pool and pool area. Previous rules, as outlined in the RWCA Rules and Regulations document, remain in effect, with the exception of the following two rules approved by the Board at the May 17, 2021 Board meeting.

### RWCA Covid-19 Pool Rules

The following Covid-19 Pool Rules have been adopted by the RWCA Board on May 17, 2021:

1. Use of the RWCA pool and pool area are restricted to RWCA residents only. **NO guests** are allowed in the pool or pool area until further notice. This will help to limit occupancy in the pool and pool area.
2. No smoking or vaping in the pool or pool area. This rule will limit purposeful, forceful exhalation of respiratory droplets in the pool area.

### RWCA Covid-19 Pool Recommendations

The following Covid-19 Pool Recommendations have been adopted by RWCA Board on May 17, 2021 to encourage respectful use of the RWCA pool and pool area as the state continues to open in the COVID-19 era.

1. Follow all rules and regulations published by the Centers for Disease Control and Prevention. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>
2. Receive an approved COVID-19 vaccination as you and your family members become eligible. COVID-19 Vaccine Portal: <https://portal.ct.gov/Vaccine-Portal>
3. Maintain 6 feet of social distancing from members outside of your immediate household, both inside the pool and on the pool deck.
4. Wear a face mask on the pool deck, covering both your nose and mouth, when you are not able to maintain 6 feet of social distancing from members outside of your immediate household.
5. Limit your personal use of the pool and pool area to 2 hours during busy times. This will allow everyone to enjoy the pool and pool area at a lower capacity.
6. Do not leave any personal items in the pool or pool area. Carry-in/carry-out for all personal items.
7. Bring sanitizing wipes with you to clean all pool furniture that you use.
8. Limit use of the bathrooms to 1 person at a time (or a child and accompanying adult from the same household). Lock the bathroom door to indicate it is in use.
9. Refrain from using the pool facilities if you or anyone in your immediate household has tested positive for COVID-19 or has come in contact with someone who has tested positive for COVID-19, for at least 14 days.

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.**  
**C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

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Tel: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

To: Unit Owners and Tenants of Rowayton Woods Condominium Association, Inc.  
From: Rowayton Woods Board of Directors  
Date: March 30, 2018  
Re: Notice of Adoption of Board Resolution Regarding Towing Policy

---

Please be advised, that the Rowayton Woods Condominium Association, Inc., Board of Directors adopted the attached Board Resolution regarding Towing at its Board meeting held on Monday, March 19, 2018 at the United Church of Rowayton, 210 Rowayton Avenue, Norwalk, CT at the conclusion of the 2018 Annual Meeting which was held at 7:00 p.m.

Please maintain these documents with the rest of your Governing Documents for Rowayton Woods.

Thank you

*Resolution Adopted by the Executive Board at the March 19, 2018 Board Meeting*

**Resolution Adopted by Executive Board with respect to the  
Proposed Amendment of the Rowayton Woods Condominium Association, Inc. Rules and  
Regulations to Establish a Towing Policy**

WHEREAS, the Executive Board deems it advisable and in the best interests of the Association to propose that the Rules and Regulations of Rowayton Woods Condominium Association, Inc. be amended to establish a Towing Policy for Rowayton Woods Condominium Association, Inc.; and

WHEREAS, the adoption of such rule is subject to Section 47-261b of The Connecticut Common Interest Ownership Act (CIOA);

NOW, THEREFORE, BE IT:

RESOLVED, that, subject to Section 47-261b of The Connecticut Common Interest Ownership Act (CIOA), the Executive Board of Rowayton Woods Condominium Association, Inc. hereby approves the following amendment to the Rules and Regulations of Rowayton Woods Condominium Association, Inc.:

**TOWING**

The following violations are towable violations:

- Parking in front of hydrants;
- Parking in any area marked “NO PARKING” or “FIRE LANE”, or in front of walkways, mailboxes, trash bins, or in front of garages (even by the garage owner) or in any area that is not marked as “Visitor” or “Reserved”.
- Parking a vehicle that is inoperable;
- Parking of any open bed pick-up trucks, boats, trailers, campers or other recreational vehicles or any vehicles with commercial plates on the condominium roadways, common areas, or in any parking space, whether reserved or visitor (other than any commercial vehicle engaged in work at Rowayton Woods for the Association or any unit owner during the day or at night in case of an emergency); and
- Parking of any vehicle without current State registration and license plates.

To enforce these violations, the Board of Directors will retain a towing company (to be determined) to perform such towing on behalf of Rowayton Woods Condominium Association, Inc.

**Only** designated Board members, the Property Manager, the Property Superintendent, or the Landscaper/Snow Removal Contractor will be able to call the selected towing company to have a car towed. Residents who notice an illegally parked car will either contact a board member during **reasonable** hours or e-mail Westford at [rwechter@westfordmgt.com](mailto:rwechter@westfordmgt.com) or [jonc@westfordmgt.com](mailto:jonc@westfordmgt.com) to report the illegally parked vehicle.

Please be advised that should your vehicle be towed, the vehicle owner is responsible for payment for the release of the vehicle. The Association will not assume your towing costs for illegally parking. Should you believe your vehicle has been towed, you may contact the Company to be selected (the name and contact information to be supplied prior to the effective date of this proposed rule).

This policy shall be effective as of the 23rd day of April, 2018.

Esther Murillo

Secretary

Board of Directors

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.  
C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200, Vernon, CT 06066

Tel: (860) 528-2885 Fax: (860) 528-2989

[www.westfordmgt.com](http://www.westfordmgt.com)

To: Unit Owners of Rowayton Woods Condominium Association, Inc.  
From: Rowayton Woods Board of Directors  
Date: February 25, 2021  
Re: Notice and Comment-Proposed Rowayton Woods Condominium, Inc. Revised Rules and Regulations

---

The Rowayton Woods Condominium Association, Inc., Board of Directors will consider adopting the accompanying **Proposed Rowayton Woods Condominium Association, Inc. (RWCA) Revised Rules and Regulations** at its Virtual Zoom Board meeting scheduled for Monday, March 15, 2021 at the conclusion of the 2021 Annual Meeting which commences at 7:00 p.m.

Please note that the first draft of this document was sent out to all unit owners back in May 2019 and many of your helpful observations and comments were included in a second draft of this document sent out in January 2020. Subsequently, the Board has been working to improve the flow, structure and ease of reading, and now presents a third draft of this document for comment by unit owners. The Board appreciates your comments, corrections/additions and thoughtful consideration all of which will be reviewed by the Board at the March 15, 2021 Board meeting.

The adoption of this document does not require any changes to the Amended and Restated Declaration and Bylaws adopted in late 2016 and has been reviewed by RWCA's legal counsel and endorsed by the RWCA Board of Directors by unanimous e-mail consent.

For your reference, because this document applies to owners, and by extension their families, outside contractors working on property and/or renters that reside on property, it is vital that you read, understand and abide by these guidelines.

As we noted in January 2020, you will see the following changes in this draft of the RWCA Rules and Regulations from the current RWCA Rules & Regulations adopted in 2014:

- More specificity in the complex's aesthetics' guidelines and rules
- More details about landscaping and snow removal procedures/requirements
- Additional information on required modification requests & revised/clarified flooring specs
- More specific details on use of Limited Areas and Common Areas
- Clarifications on parking/towing/garages rules
- Revised trash & recycling rules due to new City laws
- New fireplace/chimney/flue safety rules based on RWCA's engineer's recommendations
- Clarity on responsibility for deck integrity, surfaces & painting requirements
- Updated rules for pool & tennis court use
- Clarified community noise rules and specific work/contractor hours/noise-making
- Landlord/renter affidavit of reading/abiding to new Rules/Regs Guidelines

-over-

We are also providing the key changes/updates/clarifications from the second draft of this document sent out in January 2020 to the third draft of this document

- 1. Page 4-A/C Units:** Key change is to clarify all new A/C units on the roof-mounted compressor need to have a sound/vibration dampening pads and all new and old units must be placed/removed via a crane for safety reason and to ensure no damage is made to the roof's waterproof membranes in installation/removal process.
- 2. Pages 13-15-Unit Modifications:** Clarification/greater specificity of the Modification Request requirements.
- 3. Pages 16-17-Fireplace/Chimney Flue:** Clarification on documents needed for chimney inspection/cleaning compliance.
- 4. Pages 17-18-Pets:** Added a clarification phrase in the last paragraph that "a duly held Notice and Hearing" would be held before a problem pet would need to be removed.
- 5. Page 18-Pool:** Added the following paragraph "Users of the pool and pool area will abide by any rules subsequently adopted by the RWCA Board in connection with any City/State health conditions/crises/pandemics."
- 6. Page 21-Pond:** Added the following sentence "*No one, other than authorized individuals, is permitted to work on or touch this grate.*"
- 7. Pages 26-27-RWCA Community Garden Rules:** This new section clarifies Community Garden procedures and usage.

Accordingly, the Board invites unit owners to provide comments in writing on the Proposed 2021 RWCA's Revised Rules and Regulations. Unit owners may do so up to 5:00 p.m. on March 15, 2021 Board meeting by mailing, e-mailing, or faxing their statement to:

Westford Real Estate Management, LLC  
348 Hartford Turnpike, Suite 200  
Vernon, CT 06066  
Attn: Richard Wechter  
Fax: 860-528-2989  
[rwechter@westfordmgt.com](mailto:rwechter@westfordmgt.com)

Unit owners will also have an opportunity to offer comments at the March 15, 2021 Board meeting. However, you are encouraged to send in your comments prior to the March 15, 2021 Board meeting in the manners set forth above.

According to applicable Connecticut law, the Board is affording the RWCA owners an opportunity to comment on the Proposed RWCA's Revised Rules and Regulations. The Board will take your comments into consideration before voting on this matter at the March 15, 2021 Board meeting.

Thank you

RWCA Board of Directors

## ~ Welcome to Rowayton Woods ~

We are a condominium community with 206 privately-owned units on 23 beautifully landscaped acres located in Norwalk, Connecticut on the outskirts of the quaint New England coastal village of Rowayton. Residents enjoy amenities such as a tennis court, community garden, hiking path, a picturesque four-acre pond, and a swimming pool with bathhouse facilities.

Rowayton Woods is conveniently accessible to I-95 (exits 12, 13 and 14), yet shielded from its noise and congestion. For rail commuters, the Rowayton Metro-North station is just a bike ride or brisk walk away. Parents of school children living in Rowayton Woods appreciate being within a half-mile of K-12 public schools.

**Community Living:** As a neighbor and condominium dweller, it is important that we remain thoughtful about our friends and neighbors and ask that resident owners, renters and guests be mindful and respectful of everyone's needs and concerns. Our rights to "peace and quiet" and privacy are important to all.

The overall appearance of our surroundings is a collective responsibility. Everyone on the property needs to be respectful of property upkeep and maintenance. Resident owners are encouraged to become involved with the community, attend Rowayton Woods Condominium Association (RWCA) meetings, social gatherings and volunteer to serve on a committee or as a building representative.

**The speed limit is 15 MPH.** All residents, guests, and authorized contractors *must drive slowly* within our complex, at all times, for everyone's safety, especially watching out for children and residents walking their pets on a leash.

All federal, state, and local laws and regulations must be obeyed at all times and must not violate any statute or ordinance. Nothing may be done or kept anywhere in the community which would result in the cancellation of or increase in the rate of any insurance maintained by RWCA.

*~ For quick reference, please make a note of the following contact phone #'s ~*

- **FIRE/POLICE/MEDICAL EMERGENCIES: DIAL 911**
- **PROPERTY MANAGEMENT COMPANY: Westford Real Estate Management, 860-528-2885**, then follow phone prompts for appropriate department extension. The on-site Property Superintendent can be found around the property during the week between 7 AM and 2 PM, or at his office, Garage #1, (which is the first garage building about 25 yards down the hill, on your left after you enter the North Entrance,) or via e-mail: [jcrisp@westfordmgt.com](mailto:jcrisp@westfordmgt.com)

**In case of urgent situations related to the Rowayton Woods' property before 7:00 AM, or after 2:00 PM on weekdays, or during the weekend/holidays:** Follow the phone prompts when calling Westford at the number above.

***Please review this booklet to familiarize yourself with our community. This booklet must be provided by unit owners who rent their units to their respective tenants upon their move-in to Rowayton Woods.***

**RWCA's Rules, Guidelines & General Information**  
(Date to be noted when adopted; TOC to be revised once Board approves doc.)

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RWCA is comprised of residential units, garage units, common areas, and limited common areas. **No business of any type** can be conducted or maintained in the RWCA complex including in residential units and garages, **except** simple home offices. These are permitted, as long as they conform to applicable legal restrictions, do not increase car and/or pedestrian traffic, do not disturb other residents, and are not advertised on any sign onsite or from within the unit.

It is especially important that new residents, particularly renters, know and follow **RWCA's "Rules, Guidelines & General Info"** as outlined in this document. It has been established and is periodically updated for the common good, and applies to everyone on property – owners, renters, contractors, and visitors alike. It includes maintenance programs such as timely water heater replacement, chimney cleaning, dryer vent cleaning, the condo safety inspection program, and any other similar programs adopted by the Board. In addition to the RWCA's By-laws and Declarations, this document constitutes the rules and maintenance standards of RWCA.

**Management Company:** RWCA contracts with a property management company, Westford Real Estate Management LLC, (**Westford Mgt.**) to administer the business of RWCA. Under the direction of the Board of Directors, Westford Mgt. collects monthly charges, assessments and fines from unit owners, pays bills, and supervises maintenance and repairs of our buildings and grounds.

**Communication with the Board of Directors and Westford Mgt:** Any matter you feel should be brought to the attention of the Board of Directors is welcomed. Generally, the Board meets on the third (3<sup>rd</sup>) Monday of each month. Letters and/or email on a matter to be considered by the Board should be given to Westford Mgt. No *unsigned* letters/emails or voicemails will be considered.

**Enforcement of Rules:** RWCA may, in the Board's sole and exclusive discretion, interpret and enforce the RWCA's Declaration, Bylaws and these "**Rules & Guidelines**" and the Board reserves the right to grant, grant with conditions, or deny any request submitted by a unit owner to protect the interests of the community by imposing fees and fines, including through possible litigation in RWCA's name, and as it otherwise deems appropriate, and as allowed by State of Connecticut law.

This document supplants previous "Rules, Regulations & General Information" documents, but it does not replace RWCA's Declarations and Bylaws. (In the event of a discrepancy, the Declaration and Bylaws take precedence.)

Unit owners may submit a written complaint, with photos if possible, via mail or email to the Board **through** Westford Mgt., alleging a violation of the Declaration, Bylaws, or these rules, regulations and guidelines. Voicemail and verbal comments/complaints/issues must be followed-up with a written version sent to Westford Mgt. The Board may issue a warning, require that any violations cease, conduct a hearing, levy fines, or take other appropriate legal action. You need to sign your name and unit # to any written communication to Westford Mgt. and the Board.

After notice, and upon the opportunity to be heard, the Board may impose a monetary fine of up to \$250 for each violation of any provision of the Declaration, Bylaws, or these Rules, whether or not a prior warning has been issued. Ongoing violations may incur additional fines on a daily basis until resolved. **Unit owners are strictly responsible for any violation committed by their children, and all persons occupying their rented unit(s), rented garage(s), providing services, visiting their unit(s), or whom they allow into the community for any reason.**

All common expenses, special assessments, fines, legal fees, and other debts owed to the Association constitute a foreclosable lien against the delinquent unit. A check returned by the bank for insufficient funds and any other dishonored payment will incur a \$20 fee.

## I. RESPONSIBILITIES OF INDIVIDUAL UNIT OWNERS

**A. Common Charges:** Are to be paid by unit and garage owners to RWCA and provide funds to operate and maintain RWCA and are due on the first day of each month. A grace period is provided until the tenth (10<sup>th</sup>) of each month. Payments not received by this deadline will result in a \$25 late fee and a \$5 statement fee. If there is a discrepancy in your common charges, please contact Westford Mgt. A warning notification will be sent after the 10-day grace period. Any account that has not fully paid for two consecutive monthly payments will be automatically turned over to RWCA's collection attorney. The unit owner must make arrangements with this attorney to bring their owner's account up to date.

***Once a referral to RWCA's collection attorney has been made, Westford Mgt., on behalf of RWCA, will accept no partial payments. It is in the best interest of owners to keep current, especially as the owner is responsible for all charges and fees charged by the collection attorney.***

**B. A/C Units:** All outside A/C units on the ground must be on a concrete or specially-made composite base. A/C units on the roof must be on a raised platform and rubber padding to prevent vibration and noise or water incursion into the roofing material. If you have to replace an A/C unit on a roof, the contractor *must* remove the old unit, using a crane, or else you will be fined and charged the cost to remove the old unit.

**C. Aesthetics:** As an owner, you are responsible for decorating, repairing and maintaining all property contained within your unit, even if you rent your unit. Your outside responsibility is for all outside doors, windows, screens and the air-conditioning (including the a/c base associated with your unit), as well as the garage door(s) for garage unit(s) you own.

1. Replacement of exterior doors, windows, screens and garage doors must comply with RWCA's style standards, and must be pre-approved by the Board, as noted in the Appendices.
2. Air conditioners and fans are not permitted in windows without prior Board permission.
3. Garage doors must be kept closed whenever a garage is not in use.
4. No signs or nameplates may be displayed.
5. No draping pool towels, garments on the exteriors of decks/railings.
6. Curtains, drapes, shades and/or interior shutters should be kept to a neutral ecru, cream, white and/or beige color when seen from the outside.
7. Screens, screen doors, and windows should be maintained in good visual condition with no obvious visual damage including framing, glass and screen material.
8. Awnings, canopies, patio enclosures, deck umbrellas, and similar fixtures are allowed only with the advance approval of Board, to the extent otherwise noted in Rules and Regulations.
9. Deck awnings may only be installed on 3<sup>rd</sup> floor decks.
10. Exterior window awnings are not permitted.
11. If you wish to have a deck/patio awning installed or repaired, please consult with Westford Mgt. for the approved makes and colors.
12. Awnings must be replaced or removed if torn or are badly sun-faded.
13. Although the awning and its installation are at the owner's expense, Board-approval must be granted *before* installation of awnings, screens or any type of shades, even if it is to replicate the original awning color.

Nothing may be hung, attached, or displayed on unit exteriors or be visible from any other unit or roadway without the advance permission of the Board. Display exceptions are strictly limited to the American and Connecticut flags, and holiday-themed ornamentation (such as wreaths or pumpkins) during holiday seasons. Outdoor holiday décor must be removed within 15 days of the end of the holiday.

## II. COMMON AREAS:

*It is important to distinguish between Common Areas and Limited Common Areas.*

**A. Common Areas:** This refers to all property owned jointly by the individual unit owners in an undivided interest, including the building exteriors, grounds, mailbox shelters, dumpster enclosures, walkways, roadways, parking areas, pond, and recreational facilities. In most cases, the repair and maintenance of all common areas is the responsibility of RWCA. Consequently, the Board of Directors and Westford Mgt. handle these matters. If something requires attention please notify the RWCA property superintendent in writing or via email.

**B. Limited Common Areas:** A common area is declared as limited for the exclusive use of a specific unit(s). This includes, but is not limited to, terraces, balconies, decks, patios, fireplace dampers and flues, dryer vents, front entranceway steps and landings, and common hallways. Your purchase at RWCA includes your unit and garage(s) (if applicable), along with an undivided interest in all common and limited common areas. Common hallways are not to be used for storage of any household items or furniture, including toys, bikes, recycling bins, shoes or baby carriages.

- The Board must approve lawn ornaments, permanent furniture, fences, lattice, light fixtures or other outdoor enhancements in Limited Common Areas.
- No additions or alterations may be made to any limited common area without prior Board approval.

In summary, any planned action by a unit owner, or renter that affects the external appearance of the condominium must have prior approval of the Board of Directors. If action is taken by a resident, without approval, any restoration may then be immediately required and will be at the owner's expense.

## III. PARKING

Each unit is assigned ONE PARKING SPACE. Assigned spaces are numbered and marked "RESERVED". Other spaces available for parking are marked "VISITOR" for temporary parking of up to 72 continuous hours by visitors and/or residents. Since these spaces are extremely limited in number in some areas, and in fairness to all residents and visitors, you must use your assigned space, and not occupy the same Visitor's spot for more than 72 consecutive hours.

It is the resident's responsibility to see that their renters and/or guests do not park in spaces reserved for other RWCA residents. If you need to leave a car more than 72 consecutive hours in a designated VISITOR parking spot, please contact the Property Supervisor for a temporary waiver.

1. Parking is permitted only in spaces marked "RESERVED" or "VISITOR". Parking is not permitted in any area marked "NO PARKING" or "FIRE LANE", or in front of walkways, mailboxes, dumpsters, or in front of garages (even by the garage owner) or in any area that is not marked as "Visitor" or "Reserved", not even for "*just a few minutes...*"
2. Cars not in regular use may NOT be "stored", nor used for storage in any parking space, whether in a "Reserved" or a "Visitor" spot.
3. All vehicles on RWCA property must be in operating condition with current registration and license plates.
4. No major repairs to any motor vehicle shall be permitted anywhere on the property.
5. No boats, trailers, campers or other recreational vehicles or any vehicles with commercial plates shall be parked on the condominium roadways, common areas, or in any parking space, overnight without prior permission from the Property Superintendent.
6. Open-bed pick-up trucks may park in "Visitor" spots while servicing RWCA units during the day. All pick-up trucks parked overnight must have a proper closed top over the open bed.

7. Motorcycles, motorbikes and scooters must be parked in a regular parking space, or in a garage, and not close to a building due to the hazard of fuels in/around dwellings. Motorcycles must be parked in front of the unit owner's "Reserved" car spot (where space permits) to minimize motorcycles taking up entire car parking spaces. Motorcycles, motorbikes and scooters may not be parked more than 24 consecutive hours in a Visitor spot.
8. Vehicles in violation of any of these regulations should be emailed to Westford Mgt. with photos attached.

#### **IV. TOWING**

At the discretion of the Board of Directors, RWCA may cause all abandoned, nuisance, unregistered, and improperly-parked vehicles and any other vehicle which violates these rules to be stickered and/or towed *at the owner's expense*, with no liability to the Association for any damage, theft or other loss related to its towing or storage.

*The following violations are towable violations:*

1. Parking in front of fire hydrants at any time;
2. Parking in any area marked "NO PARKING" or "FIRE LANE", or in front of walkways, mailboxes, trash bins, or in front of garages (even by the garage owner) or in any area that is not marked as "Visitor" or "Reserved";
3. Parking in someone else's "Reserved" spot without their prior permission;
4. Parking a vehicle that is inoperable;
5. Parking of any vehicle without current state registration and license plates; and
6. Parking of any open bed pick-up trucks, boats, trailers, campers or other recreational vehicles or any vehicles with commercial plates on the condominium roadways, common areas or in any parking space, whether reserved or visitor (other than any commercial vehicle engaged in work at RWCA, on behalf of RWCA, or any unit owner during the day or at night in case of an emergency); and,
7. Vehicles that are preventing the Snow Removal Contractor from clearing snow from the roadway, parking spaces, fire hydrants and fire lanes.

Only designated Board members, the Property Management, the Property Superintendent, or the Landscaper/Snow Removal Contractor will be able to call the towing company to have a car towed.

Residents who notice an illegally parked car should contact the Property Supervisor during the workweek *and* email to Westford Mgt, to report the specific location/description of make/model/color of the illegally parked vehicle. If on the weekend, or after the workday hours, please email Westford Mgt. *(A photo with the license plate should be included with the complaint.)*

Please be advised that should your vehicle be towed, the vehicle owner is responsible for payment for the release of the vehicle. RWCA will not assume your towing costs for illegally parked vehicles. Should you believe your vehicle has been towed, you may contact the towing company. Contact details for the current towing company are on signs posted at the north and south entries to RWCA.

#### **V. SNOW AND ICE REMOVAL**

While the RWCA Board contracts for removal of snow and ice from the roadways within the complex and walkways to unit entrances, residents should be mindful of snow and ice accumulations.

1. Residents are responsible for moving their cars on the property to help facilitate the removal of snow from the blacktop areas within RWCA after a snowfall. This is especially helpful when done within a few hours of the end of a predicted snowfall.
2. RWCA is not responsible for snowplow damage to any vehicle.

3. It is the owners' (and/or their renters') responsibility to clear snow from around, and on top of vehicles parked on RWCA property, as *the contractor is not authorized to perform that task*. Upon residents moving their vehicles out of parking spaces, the contractor can then clear those parking spaces.
4. To ensure the structural integrity of the decks and outer walls of the units, owners **must** keep decks and balconies cleared of snow in the winter since any accumulation can result in water intrusion into your unit, or that of your neighbor below, and will result in the premature deterioration of the unit's structural integrity/decking/water-shedding membrane.
5. If the resident is going to be away, or is not physically capable of removing snow and ice from their deck, they are still responsible for having someone come and remove the snow and ice, and move their vehicles for them in a timely fashion. It is strongly recommended that you leave a key to your unit and your vehicle(s) with a trusted neighbor in case of emergency.
6. Chemical snow melting agents are never to be used to help clear deck structures of snow and ice, as these chemicals damage the waterproof membranes separating decks.
7. All RWCA-supplied shovels should be immediately returned to their original location(s) in the entryway so other residents can use the shovel for their deck and to clear out snow around their vehicles that the plows could not get to because of the neighboring vehicles.

***Please immediately call and email Westford Mgt. if a problem arises regarding snow and ice, especially if "ice-damming" on a roof/gutter is causing water leakage into a unit(s).***

## **VI. GARBAGE**

Trash and garbage are not to be left anywhere on the grounds. Dumpsters are provided in convenient locations throughout the complex for the disposal of daily and normal household trash. All garbage is to be bagged and placed ***inside*** the dumpster bins, and the dumpster lids to be left in the closed position at all times. *(If a dumpster is full, please use another dumpster in a nearby enclosure.)*

***Nothing is to be left on the floor space within the dumpster enclosures.***

As a convenience to Rowayton Woods residents, a big dumpster for larger household items will be located near the community garden 3 or 4 times throughout the year. Dates for these dumpsters will be communicated in advance. No items may be left in any Common or Limited Common Area. Large items should be taken to and disposed of at the Norwalk Transfer Station if the extra large dumpster is not on the grounds; permits can be obtained online or at the Norwalk Town Hall.

## **VII. RECYCLING**

Each dumpster enclosure area has a white metal and/or blue plastic "toter" recycling cans *that is for recycling only*, not trash or full pet waste bags.

In recognition of the City of Norwalk's Recycling Regulations (**effective April, 2019**), all RWCA recycling must abide by Norwalk's recycling rules. Descriptive signs have been placed in each dumpster enclosure. Your cooperation is not only appreciated, but it is the law. <https://www.norwalkct.org/497/Recycling>

1. **Plastic bags, of any kind, are NOT permitted in recycling dumpsters or blue toters**, not even to hold actual recyclable materials. Please use paper bags, or dump the contents from your plastic bag holding recyclables, *then dispose of the plastic bag in the regular garbage dumpster*.
2. Smaller blue recycling toters, where available, are to be specifically used for smaller recycling items.
3. **Pizza boxes should not be recycled** because of the food residue on the cardboard. Place all pizza boxes in the regular garbage dumpsters.
4. All other cardboard boxes *must be broken down* and then placed in the large recycling dumpster in a way that takes up the least amount of space and no cardboard is to be left outside of any dumpster.

5. If the recycling dumpster is already full, please use another nearby enclosure's recycling dumpster. Please utilize the larger recycling dumpsters for large recyclable item.
6. Anything beyond normal bagged household garbage does not belong in the dumpsters/dumpster areas. This includes, but is not limited to, furniture, household accessories, wall hangings, lighting appliances, and shelving units. Residents, *and their contractors*, must make individual arrangements to remove these kinds of items from the RWCA premises.
7. Please *do not* recycle Styrofoam packing or Styrofoam peanuts as these go in the green/black garbage dumpsters, *not* the recycling containers.

## VIII. STORAGE BINS

Pre-assigned storage bins are located in the top of all garages (except the garage opposite Bldg. 4). Since there are more storage bins than units, "extra" storage bins are available for annual rental. Due to limited additional storage bins, and in fairness to all RWCA owners, each unit can rent no more than one additional storage bin. If a unit owner sells their respective unit, any additional storage bins previously provided to the selling unit owner reverts back to the Association as unassigned storage bins.

1. No flammable materials can be stored in these bins, (paint, propane tanks, fuel, motor oil, etc.).
2. Nothing of significant value should be stored in your storage area as it is intended only for bulky storage, boxes, luggage, etc.
3. The outer door to the storage bin areas must be kept locked.
4. Nothing may be left in the storage hallways.
5. Items left outside of locked storage bins will be removed and discarded.
6. Items found in another unit owners' storage bin will be removed and discarded.
7. These spaces are not insulated; items stored there will be subject to extreme heat/cold.
8. Tires should not be kept in your storage area as they will quickly degrade and become unsafe to use from the extreme heat.
9. Only use your own storage bin.
10. You may not swap your assigned storage bin without the written approval of the Board.
11. Owners are required to clear out their storage bin when they move out of their unit.
12. Items left after a unit has been sold can and will be discarded.
13. Any request to rent another storage bin should be submitted to Westford Mgt.
14. Tenants *are not* entitled to use storage bins without the permission of the unit owner.

**Please note:** New owners are not permitted to dispose of leftover items from the prior owner/tenant in RWCA regular garbage and recycling dumpsters. Leftover items must be disposed of at the Norwalk Transfer Station; permits can be obtained online or at the Norwalk City Hall. Should the "bulky item" seasonal dumpster be located down by the Community Garden/end of Bldg. 9, new owners can use this bulky waste dumpster for disposing of the former owner's remaining storage items.

## IX. MAILBOXES

It is best to pick up your mail on the day of delivery. If this is not possible, it is recommended that you make arrangements with a neighbor to do so or go online and stop your mail delivery while you are away.

## X. GARAGES:

In an effort to relieve on-site parking congestion and to facilitate snow plowing, garages are to be primarily used for the storage of cars, motorcycles and bicycles. Bulky items like boxes and furniture, or storage for online e-business sales (i.e. eBay/Etsy-like businesses) should only be stored in your unit's storage bin above the garage structures or offsite in any of the nearby commercial storage units.

## **Garage Information:**

1. For the security of all garages (and the storage bin area located above the garages), garage doors are to remain closed when not entering/exiting/actively engaged in using the garage.
2. Only on-site owners and/or their on-site tenants may use RWCA garages.
3. Garages may not be sold to anyone that is not already an owner of a residential unit at RWCA.
4. Garages may not be leased to any person who is not a resident of RWCA.
5. Any change in ownership of a garage falls under the same notification process to Westford Mgt. and new owner/tenant's contact information must be registered with Westford Mgt.
6. All garage doors must be properly maintained and painted, and must match the design and color of existing doors of the garages of that garage building.
7. Tires should not be stored in garages because garages lack seasonal temperature controls.
8. No flammable materials should ever be stored in garages.
9. Vehicles (including plug-in hybrids and all electric vehicles) requiring electricity from onboard batteries for propulsion are *strictly* prohibited from using or obtaining electricity from any electrical outlets in all RWCA garages.

## **XI. SAFETY**

**Residents and their guests are responsible for their own well-being and should immediately notify the Norwalk Police of any criminal, unsafe or suspicious behavior seen on property. RWCA does not employ security guards.**

1. Common areas, sidewalks, roadways, and amenities are available solely at the user's own risk, and all residents and their guests must take reasonable precautions to protect themselves and their property. Parents are strictly responsible for the safety and behavior of their children at all times on the RWCA "campus", including the pool, tennis court and pond areas.
2. Generators are prohibited throughout the community.
3. No electrical device creating electrical overloading of standard circuits may be used.
4. Open fires, tiki-torches, indoor wood stoves, indoor space heaters (fueled by anything other than electricity), fireworks, and explosive materials are prohibited throughout the community. Smoking materials, space heaters, BBQ grills, and other fire hazards may not be left unattended or allowed to damage any structure.
5. Charcoal grills, wood pellet-fueled grills, fire pits, outdoor propane/electric heaters and bonfires are prohibited. Gas grills with tanks no larger than 20 pounds (empty) are permitted, but may be used only at the owner's risk on ground-level patios. Gas grills with tanks no larger than 1 pound are permitted on 2nd and 3rd floor decks. Electric grills are permitted on all levels. Grills should be kept away from siding and deck railing to prevent damage/melting of siding/railing.
6. Only properly seasoned wood, kindling or products manufactured for fireplace burning (such as "DuraFlame" or "FatStick") may be used in RWCA fireplaces. Unit owners must monitor fireplaces at all times when in use and should never leave a fire unattended for even a few minutes.
7. Each unit must contain at least one *working* fire extinguisher and a smoke detector on each floor of living space that meets all applicable Norwalk codes; annual inspections of units may be conducted to ensure compliance. Carbon monoxide (CO) alarms are also required on the level where your furnace resides, as CO is both invisible and odorless.
8. Residents and guests must be mindful of the **15 MPH speed limit** throughout the property.
9. No playing, including ball playing, skateboarding, scooters, hopscotch, etc. shall be permitted in the driveways/parking areas.
10. Firearms, BB/pellet guns, paintball guns, bows and arrows, slingshots, and other weapons and/or similar devices may not be brandished or discharged anywhere in the community at any time.
11. No feeding of wild/feral animals is permitted.
12. The use of bird feeders is prohibited on the RWCA property to prevent attracting unwanted vermin like mice, rats, chipmunks, raccoons, etc.

13. All common hallway front doors shall remain closed at all times, except when used to enter and exit common hallways, to bring in groceries or other items of property, and during move-ins/move-outs of units by residents.
14. All residents must take all appropriate steps to secure their property against intruders, the elements and vacancy-related hazards. Outdoor furniture, umbrellas and other objects must be secured against wind at all times.
15. Every unit owner is strictly responsible for safeguarding all structures from major damage that can be caused by fire or escaping water. This includes regular, proscribed professional fireplace/chimney flue inspections; monitoring, maintaining, repairing and replacing all pipes, faucets, drains, hoses, sinks, toilets, bathtubs, showers, dishwashers, washing machines, and similar fixtures within a unit so as to prevent leakage, flooding, freezing, mold, and similar damage. *Water catchment pan for all new water heaters and washing machines are required.*
16. The unit owner is responsible for any damage caused by appliance or equipment failure within their unit and their A/C units outside of the unit, whether on a roof or on an approved pad on the ground.

*Any person who sees, hears, or has reason to suspect that fire, a hazardous condition or an accident that has affected any person or portion of the community must immediately call the appropriate authorities, and then call and email Westford Mgt.*

## **XII. MAINTENANCE**

RWCA takes pride in the civility and aesthetics that make our community such a pleasant place to live. To that end, all unit owners, occupants, tenants, guests, and other persons on the property of Rowayton Woods for any reason are bound by our Maintenance Standards as included in our Declaration, Bylaws, and the current “Rules and Guidelines” at all times (this includes contractors and service vendors). If RWCA must assume or enforce an owner’s maintenance obligations or incurs other loss due to the owner’s failure to comply with our Maintenance Standards, the expense will be charged back to owners as permitted by law.

RWCA does not provide any repair service for an individual unit’s needs including, but not limited to mechanical systems and appliances. This type of problem should be handled by the resident’s own repair people who must be licensed and insured contractors. All repairs to your private property will be at your own expense. RWCA’s on-site Property Superintendent and/or maintenance employees are utilized for the sole purpose of RWCA repairs. *Requests for repairs should be submitted in writing to Westford Mgt.*

### **A. Property Maintenance Requests**

1. The Board and Westford Mgt., ***not*** the owner of any affected unit, retain sole authority to select all contractors and materials for which payment comes from the Association’s funds or insurance proceeds. These vendors cannot be used for personal business without being separately retained and compensated.
2. Any questions or concerns about the performance of any RWCA vendor must be directed, in writing, ideally with photos, to Westford Mgt., ***not*** directly to the RWCA-hired vendors.
3. Unit owners are strictly responsible for the cost of any damage and violations caused by work, installations, or repairs they perform themselves or have undertaken by others.
4. With reasonable notice except in emergencies, residents must allow the Board and its representatives access to any portion of the units, Common Areas and Limited Common Areas for maintenance, alterations, installations, inspections, meter readings, or repairs, and as otherwise permitted by the Declaration, Bylaws, rules, guidelines, or state law.



## **B. Specific Unit Owners' Responsibilities**

Repairs, replacement and maintenance of all of the following, among other things, are the responsibility of the unit owner at their own expense including inside walls and ceiling painting, doors, carpets, flooring, windows, screens, and sliding glass doors; exterior front and rear door, garage/deck/patio doors; dedicated outdoor lighting; furnaces, air conditioning equipment, compressors, and hot water heaters servicing a unit; fireplaces; appliances and interior piping, plumbing, and electrical systems; and satellite dishes and all telephone, cable, and satellite dish services including installation and removal.

*Your basic guideline is this-RWCA units needing repair/installation services must be performed by licensed and insured contractors. You must have your contractor confirm the City of Norwalk's permitting requirements for all work to be performed.*

1. All filters, vents, ducts, flues, exhaust fans, hoses, fireplaces and similar mechanisms must be cleaned *at least as frequently* as the manufacturer recommends and in compliance with all related RWCA safety programs.
2. Owners must keep Limited Common Areas, including front steps, decks, balconies and patios, clean, well-maintained, uncluttered, and free of children's toys, bikes, pool toys, obstructions, garments, rugs, household items, garbage, and debris. (Storage under steps, on decks and balconies is prohibited.)
3. Decks and patios, *especially at ground level*, must not be used for the storage of toys, tools, bikes, pool toys, garbage cans, recycling bins, cardboard boxes, etc. Indoor furniture should remain indoors. All planters on the top of deck railings must be securely fastened.
4. Mold and paint remediation of the interiors (horizontal and vertical) portion of the deck is the responsibility of the unit owner. (See Appendix for permitted paint colors.)
5. Owners may not permit stagnant water, garbage, rotten wood, or similar pest-related conditions to accumulate or remain anywhere in or near their units.
6. Littering, dumping junk, abandoning furniture, and accumulations of leaves, brush, trash, and other unsightly or odorous objects are prohibited throughout the community at all times. Residents violating this standard are responsible for removal of the prohibited item(s).

For obvious environmental reasons, motor oil, paint, chemicals and hazardous materials ***must not be disposed of in any storm drain, sewer or the dumpsters, and must be disposed of*** outside of RWCA and in compliance with all applicable laws. Additionally, contractors working in RWCA units are also prohibited from disposing of the prohibited materials (listed above) or any construction refuse resulting from a project on RWCA property.

Nothing shall be left in the Common or Limited Common Areas that interferes with the intended use of such areas or which causes an unsightly appearance or safety hazard. This includes, but is not limited to, toys, bicycles or tricycles, baby carriages, chairs, shoes and boots, recycling bins, gardening tools and equipment, building materials, improperly stored firewood, or debris.

No flammable materials (paint, painting supplies, motor oil, etc.) are allowed to be stored in storage bins or garages.

Each unit owner shall keep their unit and any limited common areas to which they have sole or shared access, as well as any furniture placed therein, in a good state of preservation and cleanliness.

## **C. Appliances/Utilities/Electrical/Plumbing**

1. **Water Heaters:** Unit owners must have their unit's water heater professionally replaced every ten (10) years from date of manufacture, {fifteen (15) years for a tankless water heater}, and provide proof of this to Westford Mgt. in accordance with the Association's Water Heater Program.

Unit owners must provide Westford Mgt. with the make, model date of manufacture, and serial number of the replacement water heater. Tankless water heaters are not recommended for RWCA. Water and Gas Shut-off devices, (WAGS), and pans are mandatory for all water heaters. The unit owner is responsible for all damage caused by any equipment failure. For further information on these requirements, please contact Westford Mgt.

2. **Washing Machine Hoses:** These must be steel braided and/or FloodChek brand. To reduce pressure on the water hose leading to your clothes washer, the water shut-off valve must be closed when the washer is not in use, especially when you will be away from your unit for a number of days.
3. **Dryer:** Lint filters, exhaust pipes and associated ducts must be cleaned every **two years** in accordance with the Association's Dryer Vent Program; annual cleaning is recommended with more extensive dryer use. A copy of the invoice/receipt/certificate, with date of cleaning, must be sent to Westford Mgt.
4. **Refrigerator Ice Makers/Water Supply Lines:** All newer refrigerators in use in residential units at RWCA *must have* metal or metal-braided supply lines for refrigerator-supplied icemaker/water. All older refrigerators in use at RWCA are required to have their plastic supply lines changed-out to metal or metal-braided supply lines for their icemaker/water.
5. **A/C:** The compressor is located outside at ground level or on the roof. It requires free circulation of air on all sides and should not be covered in winter weather. Exhaust air from A/C units should be directed away from other units and patios. Old compressors must be removed from the property. Compressors on roofs need to be removed by crane and have soundproofing and vibration reduction mats placed underneath new compressors to minimize transmission of noise/vibrations into the building.
6. **Furnace:** Each unit is equipped with a forced hot air, gas-fired system. The filter must be cleaned or replaced regularly for optimum system efficiency. Replacement filters may be purchased at any hardware store. Check the frame on your present filter for proper size, taking care to install the filter in the correct direction. Do not operate the system without a filter. During cold weather, even if you are away, unit owners and their tenants must not let the temperature go lower than 60 degrees. This will help prevent pipe freeze-ups during extreme cold snaps. Flammable items, such as cleaning supplies, should not be stored near your furnace or water heater.
7. **Utilities/Electrical:** Residents must familiarize themselves with the central electrical panel in their unit. Correct identification of each breaker switch will allow you to easily cut power to a specific area in the event of a short. Should one breaker shut off frequently, it is most likely due to a small appliance overload. If the condition continues after reducing the load, consult a licensed electrician.
8. **Plumbing:** All unit owners must locate, identify and tag the main water supply shut-off for their unit. This is located on the line coming into your unit by the water heater. Proper identification may be tested by running any cold water tap and shutting down the main valve. Water flow should stop within a few seconds. There is also a hot water shut-off valve located at the hot water tank. This too, may be identified in the same manner by running any hot water tap and shutting the valve at the tank. Unit owners are responsible to identify the manufacturer's life expectancy of the water heater.
  - **Never** flush diapers, menstrual products, paper towels, wipes of any kind, or condoms down your toilet, as they can clog, not just your drain pipes, but also the pipes leading out from your unit and building.
  - **Never** put grease, coffee grounds, paint thinner, wax, fibrous foods like onionskins, asparagus or celery, pesticides, oils, cut flowers or plant materials down your sink drains or disposal.

*It is highly recommended to carefully and periodically pour a large pot of boiling water down your kitchen sink drain as this will help clear any grease deposits. This is especially helpful during winter.*

9. **Leaks:** In the event of a leak, you must be able to stop the flow until professional repair can be made. Westford Mgt. should be notified immediately of any leaks by phone *and* email.
10. **Water Pipes:** Prolonged external sub-freezing temperatures, as well as strong winds and fluctuations in humidity levels at any temperature below 32 degrees can cause indoor frozen water pipes to freeze. If you are going to be *away for 3 days or more*, residents are please asked to take the following precautions to prevent frozen water pipes:
  - Open the cabinet doors under the kitchen sink to provide warmth to the pipes inside the exterior walls
  - Turn off (clockwise) the main water valve in your unit
  - Leave the kitchen faucet slightly open...should water not stop flowing, contact Westford before you leave
  - Leave your thermostat **no lower** than 60 degrees (a mandatory safety measure)

**Please note:** Should a pipe freeze in your unit, the owner is responsible for the cost of repair and remediation for all related damages. Please **immediately** call and email Westford Mgt.

If you are leaving for more than 30 days, all pipes, appliances, water heater and bathroom fixtures need to be drained and a solution of anti-freeze added to all sink traps and toilets.

11. **Common Entries:** Doors should never be left propped open in the winter for more than a couple of minutes when moving large items in/out of a unit.
12. **Outdoor Spigots:** If you occupy a lower unit that has a valve(s) to an outdoor water spigot(s), you are responsible to turn the valve on in the Spring/off in the winter. The water valve that controls this flow is located either near your water heater or under your kitchen sink. In most cases, one valve controls two spigots, one in front and one in back of your unit.

Turn off the water valve inside and open the outdoor spigot until water doesn't flow out. Then drain outdoor water hoses to prevent rupture caused by freezing water.

Failure to comply will result in a fine after Notice and Hearing, and the unit owner may be charged the cost to repair any freeze-related damage to the outdoor spigots and hoses.

### **XIII. UNIT MODIFICATIONS**

*No unit owner may make any addition, major alteration or significant improvement in, or to a unit, without the prior consent of the Board.*

**A. Modification Request Form:** To secure such consent, a Modification Request Form should be obtained from Westford Mgt. or via RWCA e-portal maintained by Westford Mgt. A completed Modification Form that names each and every contractor must be submitted to Westford Mgt. along with a Certificate of Insurance ("COI") naming Rowayton Woods Condominium Association, Inc. and Westford Real Estate Management, LLC as additional insureds under the liability insurance policy of each contractor that is requested to perform work in connection with the submitted modification, with Westford Mgt. named therein as the Certificate Holder; a copy of the current CT Business License for each such contractor; and photographs of the requested modification (windows, doors, etc.).

Any unit in arrears on common charges, fines, or assessment will not be granted modification approval. Unit owners cannot perform any such work themselves unless they are CT licensed and insured contractors and have complied with all of the above requirements. Unit owners cannot substitute any such contractor without notice to and approval by the Board.

- Nothing is to be done which will affect the structural integrity of any unit or building. This includes, but is not limited to, cutting holes through walls, roofs, or supporting framework or the removal/alteration of any interior wall without prior Board approval.
- Unit owners shall not paint, stain or otherwise change the style, color or appearance of any *exterior* portion of any building without prior approval including, but not limited to windows, doors, garage doors and other exterior features. In addition, before replacing any window, previously approved awning, front door, storm door or garage door, owners must check with Westford Mgt. to ensure replacements comply with existing style and color specifications.

**B. Resident-Retained Contractors:** All outside contractors must be licensed and insured. It is the responsibility of the unit owner to ensure that contractors abide by RWCA’s rules. This includes, but is not limited to, parking in “Visitor” spots, carting away all debris and proper use of interior and roadway drains. Contractors are NOT permitted to use RWCA dumpsters for disposal of *any* contracting debris, old carpeting, drywall and other waste/debris generated by their work.

Should the scope of a remodeling project involve excessive debris, arrangements can be made through Westford Mgt. for the temporary placement of a covered dumpster and be supplied and removed by the contractor in a timely fashion. Location of the temporary dumpster will be determined by the Property Superintendent.

**Please Note: Plumbing, remodeling, electrical, and/or flooring work must be done by licensed, insured contractors and requires pre-approval by the RWCA Board of Directors, and in most cases requires a permit from the City of Norwalk.**

**C. Examples of Requests Requiring Prior Board Approval:**

1. Additions, alterations or improvements in or to a unit;
2. Installation of hardwood floors, new carpeting and padding;
3. Any changes to kitchens, bathrooms, windows, sliders, exterior doors, interior walls, or garage doors;
4. Planting of any tree, shrubs or other plantings;
5. Any outdoor enhancements such as lattice, lawn ornaments, furniture, fence, light fixtures;
6. Awnings or outdoor screening;
7. Anything affecting a Common or Limited Common Area;
8. Any function or party in a Common Area, including the pool;
9. Any addition or alteration to a Limited Common Area; and,
10. For installation of a satellite dish or other antenna outside your unit, please see the RWCA Standards for Antenna and Satellite Dish Installation set forth later in these “*Rules and Guidelines*”.

***Please see the guidelines that follow for the RWCA’s standards for installing, replacing or renovating hardwood, laminate, vinyl floors and/or carpeting/padding. Marble or stone flooring may not be installed in RWCA units except in ground floor units and individual townhouses.***

**D. Examples Not Requiring Prior Board Approval:**

1. Painting of interior walls of your unit: This is considered private property, so you should contact a licensed and insured painter if you are not going to paint them yourself. This work is at your own expense.
2. A leaking indoor faucet/pipe/drain or a running toilet: Turn off the control valve for that faucet/pipe, ***then contact a licensed and insured*** plumber of your choice. Owners are responsible for the repair of that faucet/pipe/drain or toilet, all related pipes and drains that are located within the unit, and any damage caused in the unit, *and any other damaged areas below the water leak*. Please call and e-mail Westford Mgt. immediately to report any leak.

3. New electrical outlet(s) or supplemental ceiling lighting or fan requires use of a *licensed and insured* electrical contractor/electrician. (While minor electrical work, as described here, does not need Board approval, you will likely need a City of Norwalk electrical work permit that your vendor can file for you.) No wiring or cables should run through the area behind your chimney box/flue area.

*If you have questions about what requires prior Board approval, please contact Westford Mgt. for clarification.*

#### **XIV. FLOORING, CARPETING & PADDING**

All hardwood flooring installations and/or replacement of existing flooring/carpeting must meet/use RWCA's specified soundproofing material and refurbishment guidelines set forth as follows:

The rooms of *all* second and third floor units (excluding "townhouses") **are required** to cover at least 80% of each room's flooring with carpet or area rugs underlain with premium sound-deadening padding to further reduce sound.

- Samples of padding and sound deadening must accompany the Modification Request for review by Property Superintendent for compliance.
- Bathrooms, kitchens and entry halls are excluded and do not count towards the overall calculation of 80%.
- When installing any new carpeting or wood floors on second or third floor levels, unit owners must first screw the sub-floor to the joists throughout the room to prevent squeaking floors to units below.

***No installation of carpeting or flooring may be made without prior consent from the Board.***

***RWCA's Property Superintendent will ensure compliance and must be allowed to check installation of any flooring, carpeting and padding before completion. If flooring/carpeting is completed before RWCA's Property Superintendent's inspection and certification, unit owners will bear the cost of reopening flooring/carpeting so as to confirm compliance with RWCA's flooring remediation requirements.***

##### **1. Flooring, Carpeting, Rugs & Padding Requirements:**

All new carpeting/padding and hardwood floor installations/repairs now require additional owner remediation to affix additional screws, ring-shanked nails and subfloor adhesive to re-secure loose subflooring.

- All new carpeting and area rugs must have premium felt padding to improve sound-deadening qualities.
- New hardwood, premium sound-deadening two-layer wood laminates and/or sound-deadening premium vinyl two-layer tile flooring projects now **require** the bottom layer of plywood/drywall subflooring be re-glued and re-screwed with screws and/or proper length ring-shanked nails.

##### **2. For New Hardwood Flooring Projects:**

- The old sub-flooring must be replaced with new sub-flooring that is ¾-inch engineered, fire-resistant, **and must be glued down and then screwed** through to the floor joists.
- A new layer of wood "underlayment" must be installed between the newly engineered subfloor and the new hardwood flooring. Depending on the flooring manufacturer, the new hardwood floor must then be screwed and/or glued to the new wood underlayment.

### **3. For Premium 2-Layer Vinyl and 2-Layer Laminate Floor Replacement Projects:**

The new flooring cannot be installed before the subflooring is remediated with screws *and* a new layer of fire-resistant, engineered subflooring that is screwed *and* glued in place.

## **XV. SOUND/NOISE CONTROL**

Good sense, consideration and thoughtfulness for your neighbors will allow everyone full and quiet enjoyment of their unit. Units were built with various types of soundproofing materials. In spite of this, sound still transmits between units.

1. No parties, music or other excessive noise may be audible from inside or outside another unit between 10 PM and 8 AM. (11 PM on Friday and Saturday night).
2. Contractors and owners performing work in or for a unit are only permitted to work between the hours of 8 AM and 6 PM on weekdays, and 9 AM and 5 PM on Saturdays. Noise-making construction work (power saws, hammering, tile/floor removal) is not permitted on Sundays or national holidays.
3. To cut down on undue reverberation, stereo speakers must not be mounted directly on walls with an adjacent/adjoining unit's wall, or set on the floor of second and third floor units of single level units, or set in the ceilings of first and second story single floor units.
4. Televisions/speakers must **not** be installed on walls adjacent/adjoining to neighboring unit.
5. Wind chimes creating excessive noise must not be hung outside your unit.

## **XVI. FIREPLACE/CHIMNEY FLUES**

Unit owners who have fireplaces must have their chimneys and flue systems professionally inspected for soot accumulation and proper closure at least once every two years. (If you regularly use your fireplace, you should have it cleaned yearly.) Owners must provide proof of this to Westford Mgt. in accordance with the RWCA's Fireplace/Flue/Chimney Cleaning Program. A copy of the invoice/receipt/certificate, with date of cleaning, must be sent to Westford Mgt.

The RWCA fireplaces are not designed to be a heat source for units. The unit owner is responsible for all damage caused by any equipment failure. RWCA owners and resident tenants should not use excessive logs in the fireplaces at one time; excessive fires (i.e. "raging fires") endanger the safety of the entire building.

Per RWCA's safety engineer, it is imperative that residents keep the areas around the front and sides of their fireplaces clear of any obstructions, especially the channel in the front bottom of their fireplace as many of the fireplaces have air vents that need to remain clear of all ash and debris so as to cool the chimney box and ductwork for the flue. This channel is easy to clean with a vacuum attachment *the day after you* have had a fire in your fireplace and *coals* in the ash are no longer hot.

Several manufacturers of pre-fab fireplaces have issued warnings against the use of glass doors. Unless you are replacing your entire fireplace/chimney box and flue work, glass doors are not permitted on existing fireplaces and must be removed at the owner's expense.

Any modifications to the areas in and around the fireplace must follow current Norwalk fire codes. This includes minimum height for new mantels above fireplace opening, depth of non-flammable material in front of fireplace opening, and appropriate clearance for the passage of air to the areas behind the fireplace to keep the ambient chimney box temperature within safety standards.

**PLEASE NOTE:** *Cable/satellite dish TV cables and electrical wiring **should not** be run behind the area behind your fireplace. Should this be potentially necessary, you must receive prior consent from the Board of Directors and get visual approval by the Property Superintendent to ensure wires and cables are properly spaced away from the chimney flues and firebox structures.*

Since our buildings are of wood construction, firewood must be stored in such a way that the wood does not come within 4 inches of the ground, building, decking, supports or stairs, etc. Firewood should be stacked neatly and stored in metal containers or stacked on a plank of wood that is lifted 4 inches off the ground by cinder blocks or bricks.

A tarp should be securely placed on top of the wood and the tarp should not come within 4 inches of the ground, building, decking, supports or stairs etc. Firewood **MUST** be limited to no more than a 1/2 cord at any time per unit and should be turned over frequently. FIFO (first in, first out) is the most effective deterrent to termite infestation as it reduces the chance of termites to develop a food source for any colony that remains nearby underground.

## **XVII. LANDSCAPING**

The Landscaping Committee is established by the Board to generally keep an eye on the maintenance of the grounds, as well as make recommendations to the Board on various plantings, pruning issues and make recommendations on landscaping expenditures. This Committee is generally comprised of a minimum of three (3) residents and is authorized to review possible landscaping requests from resident owners, review and provide opinions on “donations” and suggesting locations for plantings.

Should you wish to plant in any area on campus, you must receive approval of the Landscaping Committee, and you will be responsible for the continued maintenance and watering of that area. If neglected, it will be removed.

1. Permission from the Board of Directors is necessary prior to planting trees, shrubs or any annuals/perennials *after* consultation with the Landscaping Committee by contacting the chair of the Landscape Committee via Westford Mgt.
2. All ornamental perennial and/or decorative seasonal plantings must be coordinated through the Landscape Committee.
3. Planting of vegetables is prohibited except in pots confined within the designated limited common areas and on your decks/porches.
4. Any planters on top of, or hanging from porch/deck railings, must be firmly affixed.
5. Pre-authorized plantings must be watered and maintained at the unit owner’s expense.
6. Unauthorized plantings will be removed at the unit owner’s expense.
7. Owners are responsible for the cost of making repairs to damage that is caused by the owner, their contractor, and/or their tenant’s negligence, misuse or neglect.
8. Unit owners and residents may not plant, cut, move, damage, or remove any tree, shrub, grass, flowerbed, garden, or other flora on the RWCA property, other than what you have received permission to install.

If you wish to join the Landscape Committee or have questions or suggestions, please contact the Landscaping Chair via Westford Mgt.

***Owners and residents may neither direct, nor interfere with RWCA’s landscapers, snow removers, masons, or other outdoor contractors while they are performing their duties on-property or concerning any of those services.***

## **XVIII: PETS**

A maximum of two animals, per unit, may be kept as pets so long as they are cats, dogs or other household pets of reasonable size and gentle disposition. No aggressive, undomesticated or venomous animals may be brought or kept in the community at any time and no animals may be kept, bred or maintained for commercial purposes.

Residents are responsible for their pets at all times and may not allow them to run free outdoors. This includes monitoring the pet's own well-being, and protecting all people, property and other animals from their pet.

1. Whenever outdoors, pets must either be carried in a secured pet carrier or tethered to a leash no more than six (6) feet long.
2. No pet may be left unattended outside at any time.
3. No pet may be tied or bound to any structure, object, or tree.
4. Residents may not allow their pet to make noise disruptive to other residents at any time and must compensate any person hurt or bitten by their pet and for any property damage caused by their pet.
5. All pets must have rabies shots and other required vaccinations as per local regulations. Pets must be licensed in accordance with the laws of the City of Norwalk.
6. Residents must not permit their pets to urinate or defecate in any common areas unless it is a designated pet walking area and must immediately clean up all droppings throughout the community.
7. Designated dog walk areas are on the north and south perimeters of the property.
8. Any landscaping or limited common area that must be repaired or replaced due to pet excrement or other pet damage will be charged to the associated unit.
9. Convenient animal waste clean-up disposal bag stations are provided and are located along the dog walk areas.
10. Trash dumpster disposal is required once the bag has been sealed.
11. Unsealed pet waste bags may not be placed in/near any garbage receptacle, and do not put used pet waste bags in recycling containers or leave used bags outside dumpster.

Any pet which the Board determines violates these rules, or is causing or creating a nuisance, or unreasonable disturbance/noise, after a duly held Notice and Hearing, must be permanently removed from the property upon 10 days written notice to the unit owner of the subject pet by the Board of Directors.

## **XIX. RECREATIONAL FACILITIES**

All recreational facilities and related amenities are available solely at the user's own risk, and all residents and their guests must take reasonable precautions to protect themselves and their property. Parents are strictly responsible for their safety and behavior of their children at all times.

Any group functions, parties or gatherings on common grounds, including the pool area, need to be approved by the Board *prior* to the function.

**A. POOL:** Users of the RWCA pool are asked to be respectful and mindful of the fact that many RWCA units face the pool area. Excessive yelling, loud noise or loud music is forbidden. A pleasant and relaxing atmosphere is intended for all.

- **Swimming and general pool use is at the users' own risk**
- **No lifeguard will be on duty**
- **RWCA is not responsible for any injuries or loss**

*Users of the pool and pool area will abide by any rules subsequently adopted by the RWCA Board in connection with any health conditions/crises/pandemics.*

*If you own a rental unit, please be sure that these rules are passed on to your renters and they too abide by the outlined rules.*

*All pool incidents must be reported immediately to Westford Mgt.*

*A phone for emergencies is located on the bathhouse. This phone can only be used to call 911.*



**Pool hours are: 6:00 AM to 10:00 PM.** For the sake of residents living around the pool, “Quiet Hours” are in effect before 9 AM and after 9 PM; no music, loud voices, or pool “games”. Each unit is provided with a key to the pool, which provides access via the two gates.

The same key is required for entry into the pool and tennis court. If a resident loses their key, they will be charged \$100 for replacement from Westford Mgt. The keys cannot be duplicated other than by Westford Mgt. as they are unique to RWCA.

1. An adult member of the regular household of a RWCA resident ***must*** accompany guests at all times; there is a limit of four (4) guests per unit. Unit owners are responsible for the behavior of their guests and/or their renter’s behavior and their renter’s guests for any damage caused.
2. Guests staying in your unit while you are away (pet/plant sitters, friends) are ***not*** permitted to use the pool.
3. Gates at both ends of the pool area must be kept closed and locked at all times, unless there is a RWCA social function being held.
4. Children under 14-years of age ***must always be accompanied by an adult, or a babysitter that is at least 15-years-old while in the pool area.***
5. The responsible adult/sitter must watch children *at all times* and not be engaged in distracted conversation, or on a cellphone/laptop or listening to music with earphones.
6. Residents are asked to monitor both the behavior and noise level of their children while in the pool/pool area.
7. For sanitary reasons, children in diapers must wear specially-designed swim diapers.
8. Disposable diapers are not permitted in the pool, as they can disintegrate and negatively impact the pool’s filtration system.
9. In the event that there is a “leakage incident”, it could result in the RWCA pool being closed for several days for health reasons. For all pool users’ sake, it is imperative to abide by this rule.
10. Violators will be charged all clean-up costs and will be subject to a fine from the Board.
11. No food is permitted inside the pool area except during a RWCA-organized social functions. (There is a small picnic table provided outside the north pool entrance where children can eat.)
12. Beverages are allowed, but must be in ***non-breakable*** containers. *No glass is allowed in the pool or around the pool deck.*
13. No running is permitted on the pool deck.
14. No diving or jumping is permitted, at any time, including, but not limited to, “jack knife” or “cannonball”-type “dives” throughout the pool.
15. All people using the pool should use either the steps or the ladders to enter the pool.
16. Swimmers are required to shower prior to entering the pool.
17. Persons who have skin infections or those who are wearing bandages are not permitted in pool.
18. Any persons known or suspected of having a communicable disease shall not use the pool.
19. Bathing suits must be worn in the pool. Cutoffs and/or street clothing are not permitted.
20. Baby carriages and strollers are the only wheeled vehicles permitted in the pool area. (For the safety of the child, wheel locks should be used on the stroller when not being pushed around the pool deck.)
21. No dogs or other animals are allowed within the pool gates.

Chairs and tables/umbrellas are available on a first come/first served basis. If you leave the pool area, you may not continue to “reserve” a chair/table by leaving personal items. If you are using a table with an umbrella, please lower the umbrella when you leave, unless someone is taking over your chair/umbrella. If you bring an inflatable toy to the pool, please take it home when you leave.

In consideration of others who might want to enjoy their peace and tranquility at the pool, no radio playing is permitted without using earphones. Residents should be considerate when using their cell phones in the pool area. Talking on a cell phone with the speaker on in the pool area is forbidden.

Smoking is permitted, but it is restricted to only the smoking area, away from other residents. This area, delineated by a painted semi-circle, is in the northwest corner of the pool deck.

Private pool parties are subject to prior approval by the Board and execution of all necessary documents. *All RWCA pool rules and regulations will remain in effect for private functions. The hosting RWCA adult resident must be present at such functions and would be held responsible for any rule violations.* Party hosts are responsible for cleaning up after their party and returning pool furniture to its proper place. Unit owners remain ultimately responsible for the actions of their renters if there are any violations of the specific pool rules and the general RWCA rules.

On advice from our insurance agent, swimming lessons from outside vendors or non-residents of RWCA are prohibited.

**B. TENNIS COURT:** The RWCA tennis court is private property and for use only by RWCA residents or tenants and their guests. Entry to the tennis court is with your pool key. Guests staying in your unit while you are away (pet/plant sitters, friends, etc.) are **not** allowed to use the tennis court.

The tennis court is available for only one hour, at one time, between 9 AM and 8 PM. After completing your period of play, you may sign-up for another period of court time, if available, on the posted sign-up sheet attached to the fence. Reservations should be made at least one hour in advance of the requested block of time. Reservations for play Monday through Friday can be made 48 hours in advance. Reservations for weekends and holidays can be made 24 hours in advance.

1. At least two tennis players must be present to claim the court, except for a reservation to use the backboard; this player must be a resident of RWCA. If players do not arrive at the scheduled time, a 5-minute grace period is permitted, after which the court becomes open to waiting RWCA players.
2. A resident *must* accompany guests.
3. Proper tennis shoes must be worn. No dark-soled tennis shoes on the courts (they leave black marks). Tennis shoes must be free of “Hard-Tru” clay from prior play on other “soft” surfaces.
4. No food is allowed on the court.
5. Beverages should only be in plastic or aluminum containers.
6. Please take everything you brought with you when you are finished.
7. Tennis lessons from outside vendors must have Board pre-approval.

**Only tennis is allowed on the tennis court. This is important as the surface is more delicate than it appears. No baby carriages, skateboards, bikes, scooters, dogs, ball playing, etc. are permitted.**

*Enforcement of these rules enables us to maintain our tennis court, pool and deck area for the exclusive enjoyment of all RWCA residents and their guests.*

## **XX: RWCA COMMUNITY GARDEN**

Plots in the RWCA Community Garden are for the sole use of RWCA residents. RWCA residents are invited to apply for a garden plot at the beginning of each spring. Garden plots will be assigned on a first come/first served basis.

Returning gardeners, who are in good standing from the previous garden year, will be assigned garden plots first. Garden plots will be assigned to new gardeners thereafter until all garden plots have been assigned. Remaining applicants will be placed on a waiting list for the season.

The RWCA community garden is self-funded. All community gardeners pay a fee, separate from RWCA common charges, to maintain a RWCA garden plot. The fee for each garden is dependent on the garden size and will be announced with the garden application each year. Common charges do not contribute to financing the garden plots or supplies.

The full RWCA Garden Rules are included in the Appendices. Failure to comply with the rules may impact a gardener's opportunity to maintain a plot in the ensuing year. Should actions by gardeners have a negative impact on Common RWCA grounds (i.e. outside of our garden fence), the issue then becomes an Association matter and will be addressed with the Board of Directors.

If a gardener has a question or would like to address the garden committee at any time, please email the Chairperson of the RWCA Garden. (Please contact the RWCA Property Superintendent for the current Chair's email.)

## **XXI. POND**

The RWCA pond is private property. It enhances the overall aesthetics of our community.

***Ice-skating, swimming, wading and boating are prohibited.*** If you observe anyone ice skating, swimming, wading or boating, please call the Norwalk Police.

- Feeding of fish, birds or other wildlife gathered in or around the pond is prohibited.
- The grate at the drainage box located at the south end of the pond ensures water flow; this is to remain in place at all times. No one, other than authorized individuals, is permitted to work on or touch this grate.

All residents and their guests must take reasonable precautions to protect themselves, their children, their pets, and their property from falling/blowing into the pond.

## **XXII. CABLE/SATELLITE TV**

Cable TV is available by contacting the local Cablevision dealer. Advance notice to the Board of Directors is required before you install an antenna or satellite dish. The standards for antenna and satellite dish installation are as follows with respect to all antenna and satellite dish installations subsequent to December 20, 2010.

Any antenna or satellite dish installation identified as in place as of December 20, 2010 must conform to all of the following standards except the standards set forth in the fourth and fifth bullet points below until such time that either the respective unit is sold or service to that unit from such installation is discontinued, at which time, the standards set forth in the fourth and fifth bullet points below then apply.

1. Unit owners must follow all federal guidelines pertaining to antenna/dish installation.
2. The size of the dish may not exceed 1 meter (39.37”).
3. The antenna/dish may be installed only on deck flooring or patios.
4. The antenna/dish may not be installed on roof surfaces, siding or deck railings.
5. All other nonfunctioning wire(s) should be removed from the structure. Any wiring associated or related to such installation cannot be randomly placed on the exterior surfaces. Wiring must be concealed by the building details and the wiring needs to be securely fastened.
6. The unit owner is solely responsible for all costs associated with the installation and/or maintenance and/or repair and/or removal of the antenna/dish.
7. Unit owners must notify Westford Mgt. of their intent to install an antenna/dish. A modification request setting forth the details of the proposed installation along with an insurance certificate from the proposed licensed installation contractor (naming both “Rowayton Woods Condominium Association, Inc.” and the “Westford Real Estate Management, LLC” as additional insureds and certificate holders) must be supplied to Westford Mgt.
8. Please provide the date and time of the proposed installation along with the proposed location of the antenna/dish. The date of the actual installation must be coordinated with Westford Mgt.

9. The unit owner is responsible for any and all cost for the repair of damages caused to the property of the Association and/or to your unit and/or to any other unit owner by the installation, maintenance, or use of any such antenna/dish.
10. The unit owner is responsible, if required, at their sole cost and expense for the removal of the antenna/dish at the time the location upon which any such antenna/dish is installed is painted and/or repaired and/or replaced and/or remediated.

### **XXIII. Tag Sales**

Tag sales are not permitted.

### **XXIV. Rental of Units**

#### **A. Unit Owners may lease their units in compliance with the following provisions:**

1. For your own protection as the owner of record, *you are responsible for the actions of your tenants.*
2. You need to incorporate in your lease, a signed affidavit, by you and your tenant(s), that your tenant(s) has/have read, and will abide by, the RWCA guidelines, rules and requirements.
3. Unit owners can and will be fined if the actions of their tenants are found to be in violation of these rules, requirements and guidelines designed for optimal community living standards.
4. You are not permitted to rent or extend a rental if your unit(s) is/are in arrears for common charges, fines, or assessments.
5. If you rent your unit, you are required to give the renter a copy of this Guide. Prospective tenants must read through it carefully, and agree in writing, to the rules and guidelines *before* you lease them your unit. (Additional copies are available through Westford Mgt.).
6. A unit *cannot* be leased during the first 12 months after the purchase date.
7. A unit can be leased for no more than 36 of any consecutive 48 months period.
8. A unit may be leased only once in any twelve-month period; and for no less than 12 months, however a one-year lease can be extended for any number of months up to an additional 24 months, so long as it does not exceed the “36 of 48” month rule.
9. Leases may not be extended beyond the first 12 months or the “36 of 48-month rule” if the Board has ruled negatively based on complaints about renters in a specific unit.
10. Requests for subleases must be approved by RWCA’s Board of Directors.
11. No unit(s) or garage(s) may be leased through any of the Airbnb or VRBO-type short-term rental programs.

#### **B: Rental Information *MUST* be submitted to Westford Mgt.:**

1. A copy of the lease;
2. Name of LESSEE, their cell number(s), day and evening phone numbers (if different from cell number), and email address(es);
3. Names of *all* occupants residing in unit;
4. Number, type, and size of pets with a copy of current Norwalk pet license and vaccinations;
5. Car(s) make/model/license plate number(s);
6. Updated rental unit census form;
7. Length of lease and unit number; and,
8. Owner’s statement, signed by the owner and the lessee, that the lessee has read and received a copy of the RWCA Bylaws and “Rules, Regulations & Guidelines” and specifically that the lessee understands and agrees to the guidelines and restrictions stated therein.

This information is to be supplied by the owner and sent to Westford Mgt. *immediately upon execution of the lease.* The foregoing applies only to unit owners who purchased their unit(s) after March 31, 1986. Owners who bought prior to that date, having questions regarding leasing, should contact Westford Mgt.

## XXV. COLLECTION AND FORECLOSURE

### Collection/Foreclosure Rules:

1. Common expenses and assessment fees that are in effect are due on the 1st day of each month.
2. If payment in full is not received on or before the 10th of the month, a late charge of \$25, along with a \$5 administrative statement fee will be assessed.
3. Payments will be applied to the oldest balance first, including any fines, late charges and other charges that have been assessed to the account. If there is a balance equal to, or greater than, two months common expenses, the account will be referred to an attorney for collection, including foreclosure, if necessary.
4. Modification requests will not be granted until a unit in arrears settles their outstanding debt.
5. All costs of collection, including attorney's fees, will be the responsibility of the delinquent unit owner. The attorney will be instructed to commence collection efforts that may result in the institution of a lawsuit claiming the foreclosure of the association's common expenses including, but not limited to, common charges, special assessments, late fees, fines, and any other charge allowable under State law.
6. If an account has been referred to an attorney for collection/foreclosure, any payments received directly from the unit owner, or mortgagee, will be forwarded to the attorney who is handling the collection/foreclosure action.

## XXVI. OPERATION OF THE CONDOMINIUM ASSOCIATION

**A. Board of Directors:** CT law requires that a condominium form an association comprised of all Unit Owners. Our Association is called the Rowayton Woods Condominium Association, Inc. (RWCA). The Association must elect a Board of Directors consisting of five (5) unit owners elected in staggered two-year terms. The Board meets regularly to conduct condominium business and distributes minutes of the meetings to unit owners.

The Bylaws require that an Annual Meeting for all unit owners be held for the purpose of electing Directors and conducting other business as required. All owners will be notified of these Annual Meetings and are urged to attend.

From time to time, the Board may establish advisory committees (i.e. Landscaping, Finance, etc.) to provide input from the community and to assist with special projects as required. Anyone interested in serving on an advisory committee should contact Westford Mgt. or a member of the Board of Directors.

**B. Building Representatives:** Residents who volunteer to be contacts for others in their building are known as "Building Reps". In addition to Westford Mgt., Building Reps can be a point of contact in any non-emergency situation. As needed, they conduct meetings on community issues independent of the Board. If a Building Representative cannot provide answers to your questions, they will direct you to the appropriate person. They also report overlooked maintenance items and communicate your concerns to Westford Mgt. and the RWCA Board. To find out the name of your building representative, please contact Westford Mgt.

**C. Insurance:** Through your common charges, RWCA pays for RWCA's Master Insurance Policy. This policy covers us for public liability and for loss and/or damage to common areas, to the grounds and recreation facilities and to all buildings. Units are covered, including the common walls and floors, as well as any permanent fixtures and installations initially installed by the developer and their replacements and/or upgrades.

As of the issuance date of this Rules & Guidelines booklet, the deductible for this RWCA Master Insurance Policy is \$10,000. A unit owner (or the owners' homeowner's insurance policy) may be responsible for the first \$10,000 worth of damage that the owner causes to their own property, anyone else's or the Common Areas. Please contact Westford Mgt. for updated deductible amounts.

The Master Policy covers all normal risk of loss; however, even though it is "all risk" coverage, some common coverage *exclusions* are listed below:

**D. Flood/Earthquake Loss:**

- Value of household and personal property (clothing, furniture, rugs, carpeting, etc.)
- Additional living expenses should the unit become uninhabitable during a loss

**E. Personal Liability:**

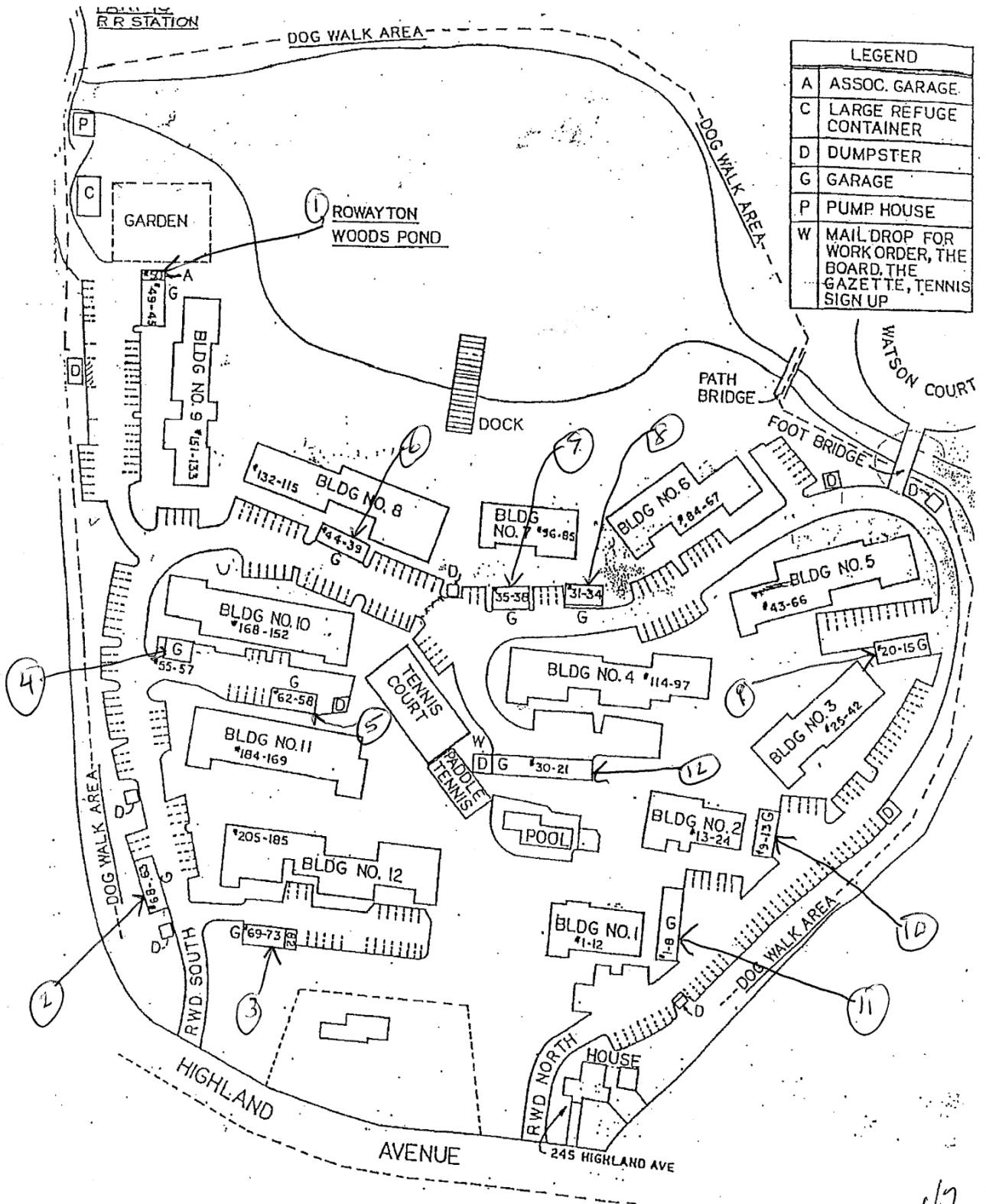
- Loss assessment coverage
- Value of jewelry, furs, silverware, fine art, etc.

***It is highly recommended that owners purchase homeowner's insurance for their liability not covered by the RWCA's Master Insurance Policy.***

**G. A list of current Board members, and other important information is available upon request from Westford Real Estate Management: 860-528-2885, or is located at the top of the monthly Board of Directors Meeting Minutes. Follow phone tree prompts for the appropriate department.**

**Still to be added:**

- **LIST WESTFORD DEPARTMENTS/EXTENSIONS (not including names as they change)**
- **Need revised map...**
- **Need Flooring/Subflooring Drawings/Details provided by Pavia**
- **Standards for paint colors, windows and doors**



New map & legend being produced.

For the Rules and Regs Appendices:

## APPENDICES

### 1. RWCA Community Garden Rules:

#### Garden Assignment Procedures

Only current RWCA owners and tenants who reside in Rowayton Woods will be assigned a garden plot. (Unit owners who rent their unit give up use of all RWCA amenities, including use of the garden.) Current resident unit owners will be given priority for garden space over current tenants. Residents who applied for a garden in previous years but were denied an assigned plot will be given priority for garden space over new applicants.

1. The Chair of the Garden Committee is permitted to maintain a double plot, but that is the only guaranteed double plot assignment.
2. A database will be established during the garden application process- to identify applicants, date of application submission, confirmation of garden payment, and requests for space. A current RWCA Board member will work with the Garden Committee Chairperson to check that all applicants are current residents and are in good standing.
3. The assignment of garden plots will occur as follows:
  - a. Garden plots will continue to be assigned to returning gardeners who were in good standing (i.e. took “reasonable” care of their garden) during the previous year.
  - b. New garden plots will be assigned to applicants who were denied in previous years first, followed by new applicants, until all plots are assigned. The remaining applicants will be put on a waiting list.
  - c. If supply exceeds demand at the garden application deadline, double plots will be allowed by residents other than the Garden Committee Chairperson (given to returning gardeners first).
  - d. If demand exceeds supply, current double plots used by residents other than the Garden Committee Chairperson will be redistributed to allow more gardeners space.
  - e. If demand exceeds supply, the current “community” garden plot will be redistributed to resident gardeners.
4. A waitlist will be maintained when demand for garden plots exceeds supply. RWCA residents on the waitlist will be assigned a garden plot in the order that they were placed on the waiting list, if and as garden plots become available due to current gardeners either giving up the garden or failing to maintain the garden as directed in the RWCA Garden Rules.



**2. SAMPLE: RWCA Garden Rules Letter of Understanding (Subject to Revisions & Updates)**

1. I understand that gardening requires a time commitment; if I am unable to devote that level of effort, I will consider sharing my plot, or notify the garden committee that I cannot properly maintain my garden so that the space can be re-assigned.
2. I will have cleaned and planted my garden by May 30<sup>th</sup> and maintain it up until October 1<sup>st</sup>; plots that are not planted by May 30<sup>th</sup> will be re-assigned unless written notification has been received and acknowledged by the Garden Committee.
3. If my plot becomes unkempt or neglected, I will be given a 10-day notice to clean it up. If it is not cleaned up, I understand my plot will be forfeited and re-assigned.
4. I will not plant invasive plants in my plot. (These include, but are not limited to: Morning Glories, Mint and Yarrow. If I currently have ANY invasive plants growing in my plot, I will remove them immediately. Gardeners who fail to remove invasive plants as requested may be subject to a fine and/or forfeiture of their plot.)
5. I will only use organic fertilizers, weed inhibitors and pest control products in my garden.
6. I will not dump/leave soil or soil-encrusted weeds or throw dirt in the garden pathways.
7. I will contribute at least five (5) hours of volunteer time during the season to help with the upkeep of the common areas in the garden. I will communicate with the Garden Committee so they know when I am available to fulfill my commitment and discuss which open projects I can assist with. Gardeners who are unwilling to assist with the upkeep of common areas may be subject to a fine.
8. I will maintain my plot within the confines of my space; I will not encroach on common areas.
9. I will regularly weed my garden and the immediate common space/walkways and ensure that weeds from my plot do not invade my neighbors' plot(s) or common areas.
10. I will bag all weeds, dead or unwanted plants, debris/trash etc. and dispose of it in the oversized dumpster provided by the garden, or the *nearest* dumpster to my unit. Gardeners who leave trash in public spaces, or do not properly dispose of waste, may be subject to fines. Repeated violations may also result in forfeiture of plots.
11. I will not allow my plants to impinge on my neighbors' plot(s).
12. I will secure the gate while in the garden and ensure that it is securely latched upon departure.
13. I will turn off the water at its source and rewind/retract the hoses upon completion of watering.
14. I will not detach the watering wands from the hoses.
15. I will clean, sanitize, and return borrowed tools to the storage shed/storage area when finished with them.
16. Any pets brought into the garden must be leashed at all times and confined only in my plot.
17. I will not use wood chips or synthetic mulch in my plot. If I choose to use a weed barrier, I will stake it securely during the gardening season and remove it during the off-season.
18. I will accompany and supervise my (grand)children at all times when we are in the garden and not allow them to cause damage or play in other people's gardens or community areas without permission.
19. I will clear my plot of all plant material at the end of the gardening season and make every effort to participate in garden community clean-up days or volunteer in another capacity.
20. If I choose to plant beans, zucchini, squash, and cucumbers, I will be diligent about removing and disposing of Mexican Bean Beetles (and the clusters of eggs should they appear). If I am not diligent, I will remove the infested plants from my plot immediately upon request by the Garden Committee.

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

Signed & Dated: \_\_\_\_\_

RWCA Unit #: \_\_\_\_\_

# ROWAYTON WOODS CONDOMINIUM ASSOCIATION

## Rules & General Information<sub>(as adopted February 19, 2014)</sub>

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## Welcome to Rowayton Woods

A condominium community with 206 privately owned units on 23 beautifully landscaped acres located in Norwalk, on the outskirts of the quaint New England coastal village of Rowayton. New homeowners and renters will enjoy amenities such as a swimming pool and bathhouse facilities, a tennis court, a community garden, hiking path, and a serenely picturesque four-acre pond. You will find your new home

conveniently accessible to Exits 12 and 14 on the New England Thruway (I-95), yet shielded from the noise and congestion. For rail commuters, the Metro-North Rowayton station is just a brisk walk away. Parents of school children will appreciate that they live within a half-mile of all grades, K-12.

### Community Living

As a neighbor and condominium dweller, it is important that you are respectful of other residents' needs and concerns. Rowayton Woods community members should always be mindful of their neighbor's rights to privacy and peace and quiet, and the maintenance and appearance of our surroundings. Please drive slowly within our complex at all times. Residents are encouraged to become involved with the Community, attend Association meetings and volunteer to serve on a committee or as a building representative.

All federal, state and local laws and regulations must be obeyed at all times. Nothing may be done or kept anywhere in the community which would result in the cancellation of, or increase in, the rate of any insurance maintained by the Association or violate any statute or ordinance.

Behavior, noises, odors, or other activities that disturb, inconvenience or prevent residents or other persons from enjoying the solitude of their units are prohibited. No music, parties, or other excessive noise may be audible inside another unit between 10:00 PM (11:00 PM on Friday and Saturday nights) and 7:00 AM. Contractors performing work in or for a unit are only permitted to work between the hours of 8:00 AM and 6:00 PM on weekdays and 9:00 AM and 6:00 PM on Saturdays. They are not permitted to work on Sundays or holidays.

**THERE IS A 15 MPH SPEED LIMIT WITHIN THE ROWAYTON WOODS COMMUNITY PROPERTY.**

It is especially important that new residents know and follow the Rowayton Woods Condominium Association's Rules that have been established for the common good and that apply to everyone - owners, renters and visitors alike. All of the Rules of the Association, the maintenance provisions of its Declaration and By-laws, as well as the Association's Hot Water Heater Program, Chimney Cleaning Program, Dryer Vent Cleaning Program, Safety Inspection Program and any other similar Program adopted by the Board constitute the "Maintenance Standards" of the Association. Although the Rules apply to all community members without exception, it is the ultimate responsibility of unit owners to ensure that their tenants and visitors comply. To report a violation of our Rules, please write or e-mail Westford.

The Association may, in the Board's sole and exclusive discretion, enforce the Association's Declaration, By-laws and these Rules, and protect the interests of the community by imposing fees and fines, through litigation in the Association's name, and as it otherwise deems appropriate and as allowed by law.

The Board has sole and exclusive discretion to interpret the Declaration, By-laws and Rules and to grant, grant with conditions, or deny any request for permission submitted by a unit owner.

**THIS BOOKLET SUPPLANTS BUT DOES NOT SUPERCEDE THE DECLARATION AND BY-LAWS. IN THE EVENT OF A DISCREPANCY, THE DECLARATION AND BY-LAWS TAKE PRECEDENCE.**

Please review this Booklet to familiarize yourself with our community.



**Operation of the Condominium Association**

## Board of Directors

Connecticut law requires that a condominium form an association comprised of all Unit owners. Our Association is called the Rowayton Woods Condominium Association, Inc. The Association must elect a Board of Directors consisting of five unit owners elected in staggered two-year terms. The Board meets regularly to conduct condominium business, and distributes minutes of the meetings to unit owners.

The By-Laws require that an Annual Meeting for all unit owners be held for the purpose of electing Directors and conducting other business as required. All owners will be notified of these Annual Meetings and are urged to attend.

From time to time, the Board may establish advisory committees (i.e. Landscaping, Finance, etc.) to provide input from the community and to assist with special projects as required. Anyone interested in serving on an advisory committee should contact Westford or a member of the Board of Directors.

## Building Representatives

Residents who volunteer to be contacts for others in their building are known as “Building Representatives”. In addition to Westford, Building Representatives can be a point of contact in any non-emergency situation. As needed, they conduct meetings on community issues independent of the Board. If a Building Representative cannot provide answers to your questions, they will direct you to the appropriate person. They also report overlooked maintenance items and communicate your concerns to the Board.

## Common Charges / Special Assessments

Common charges and assessments, which are paid by unit owners and provide funds to

operate and maintain Rowayton Woods, are due on the 1<sup>st</sup> day of each month. A grace period is provided until the 10th of each month, but payments not received by this deadline will result in a \$30 late fee. If there is a discrepancy in your common charges, please contact Westford. Any account that has not fully paid 2 monthly payments will be automatically turned over to the Association's collection attorney. The unit owner must make arrangements with this attorney to bring the owner's account up to date. Once a referral to the Association's collection attorney has been made, no partial payments will be accepted by Westford. It is in the best interest of owners to keep current, as the owner is responsible for all charges and fees of the collection attorney.

### Management Company

Rowayton Woods Condominium Association, Inc. contracts with a property management company, Westford Real Estate Management LLC, to administer the business of the Association. Under the direction of the Board of Directors, Westford collects monthly charges from unit owners, pays bills, and supervises maintenance and repairs of our buildings and grounds. For inquiries, contact Westford at the phone number listed on the last page of this Booklet.

An employee of Westford is on-site to assist Westford in its activities at Rowayton Woods. His office is located near the end of building 9 in the last garage just before the community garden.



### **Units and Your Responsibility as a Unit Owner**

Rowayton Woods is comprised of residential units, garage units, common areas and limited common areas. No business of any type is permitted to be conducted or maintained on the Rowayton Woods complex including in residential units or garages, except that simple home offices are permitted as long as they conform to applicable

legal restrictions, do not increase car or pedestrian traffic or disturb other residents, and are not advertised in any sign outside or from within the unit.

All unit owners are members of the Rowayton Woods Condominium Association, Inc. and must share the concern and responsibility with all other owners to assure the continued success of Rowayton Woods.

Unit owners must promptly notify Westford when the unit is sold, rented or vacated.

It is important to distinguish between individual units, Common Areas and Limited Common Areas:

### Individual Units

As an owner, you are responsible for decorating, repairing and maintaining all property contained within your unit . Your outside responsibility is for all outside doors, windows, screens and the air-conditioning compressor and base associated with your unit as well as the garage doors for a garage unit. All outside air-conditioning units on the ground must be on a concrete base; air conditioning units on the roof must be on a platform. All electrical and plumbing work must be done by licensed and insured contractors.

No unit owner may make any addition, alteration or improvement in or to a unit without the prior consent of the Board. To secure such consent, a Modification Request Form should be obtained from Westford (for a more complete list of items that need prior Board approval, see page 12).

- Nothing is to be done which will affect the structural integrity of any unit or building. This includes, but is not limited to, putting holes through walls, roofs, or supporting framework or removal or alteration of any interior wall. Unit owners shall not paint, stain or otherwise change the style, color or



appearance of any exterior portion of any building including but not limited to, windows, doors, garage doors and other exterior features. In addition, before replacing any window, front door, storm door or garage door, owners must check with Westford to ensure replacements comply with existing style and color specifications.

- No signs or nameplates may be displayed, nor window treatment used, which are not in keeping with good taste when viewed from the outside. (Exceptions are strictly limited to the American and Connecticut flags and ornamentation such as wreaths during holiday seasons.)
- Nothing shall be done or kept in any unit or in common areas which could constitute a hazardous condition, or which might require an increased rate of insurance.

### Common Areas

This is all property owned jointly by the individual unit owners in an undivided interest, including the buildings, grounds, mailbox shelters, dumpster enclosures, walkways, roadways, parking areas, pond and recreational facilities. The repair and maintenance of all common areas is the responsibility of the Association in most cases. Consequently, these matters are handled by the Board of Directors and Westford.

- The Board contracts for lawn care, landscaping and maintenance. While the Association contracts for removal of snow from the roadways within the complex and walkways to unit entrances, residents should be mindful of snow accumulations and plowing in common areas and must secure their vehicles and property accordingly. The Association is not responsible for snowplow damage to any vehicle. It is the owner's responsibility to clear snow from around and on top of their vehicle as the vendor is not authorized to perform that task.

- Maintenance of common areas is the responsibility of the Association, and any needs should be reported by calling or e-mailing the Maintenance Department of Westford. Emergencies should be reported immediately to Westford.
- Permission from the Board of Directors or their designee, the Landscaping Committee, is necessary prior to planting trees or shrubs. All plantings should be coordinated with the Committee. Planting of vegetables is prohibited except in pots confined within the limited common area. Unit owners and residents may not plant, cut, move, damage, or remove any tree, shrub, grass, flowerbed, garden, or other flora, or direct or interfere with the Association's landscapers, without the permission of the Board or Committee. Unauthorized plantings will be removed at the unit owner's expense, while authorized plantings must be maintained at the unit owner's expense.
- You may arrange for a plot in our community garden by contacting the chair of the Gardening Committee.

### Limited Common Areas

This is a common area that has been declared as limited for the exclusive use of a specific unit or units. This includes exterior doors and windows in common hallways, front entranceway steps and landings, utility closets, dedicated utilities and fixtures, terraces, decks and patios. If you are an owner, your purchase includes your unit and garage(s) (if applicable), along with an undivided interest in all common areas and limited common areas.

- Decks and patios must not be used for the storage of toys, tools, garbage cans, recycling bins, cardboard boxes, etc. Indoor furniture should remain indoors.
- Owners must keep decks, balconies and patios cleared of snow in the winter since an accumulation can result in water intrusion into your unit or that of

your neighbor and may result in premature deterioration of the decking. Owners are responsible for making repairs to damage that is caused or permitted by the owner's negligence, misuse or neglect.

- Common hallways are not to be used for storage of any household items, including toys, recycling bins, shoes or baby carriages.
- All outdoor enhancements, including lattice, light fixtures, lawn ornaments, permanent furniture, fences, etc. must be approved by the Board.
- If you wish to have an awning installed, please consult with Westford for the approved make and color. Although the awning and its installation are at the owner's expense, Board approval must be granted before installation of awnings on decks. Window awnings are not permitted.
- No additions or alterations may be made to any limited common area without Board approval.

In summary, any planned action by a unit owner or renter that affects the external appearance of the condominium must have prior approval of the Board of Directors (see page 12 for a more complete list of actions that need the prior approval of the Board). If action is taken without approval, any restoration that may then be required will be at the owner's expense.

#### Examples:

- You want to have the interior walls of your unit painted: This is considered private property so you would contact any painter you wish. This work would be at your own expense.
- Your indoor faucet is leaking or your toilet is running: Turn off the control valve for that pipe and contact the plumber of your choice. You are responsible for the repair of that faucet or toilet, all related pipes that are located within your unit and any damage caused in your unit or other areas by the water leak.
- The lawn or another item on the grounds is in need of attention: Call or e-mail

Westford.

- You have doubts about an Association rule: Call or e-mail Westford.



## Insurance

The Association's Master Insurance Policy is paid for by the Association through your common charges. This policy covers us for public liability and for loss and damage to common areas, to the grounds and recreation facilities and to all buildings. Units are covered, including the party walls, floors as well as any permanent fixtures and installations initially installed by the developer and their replacements and/or upgrades.

The deductible for this RWCA Master Insurance Policy is currently \$5,000. A unit owner (or the owners' homeowner's insurance policy) may be responsible for the first \$5,000 worth of damage which he causes to his own property, anyone else's, or the common areas.

The Master Policy covers all normal risk of loss. However, even though it is "all risk" coverage, some common coverage exclusions are listed below:

### Flood/Earthquake Loss:

- Value of household and personal property (clothing, furniture, rugs, carpeting, etc.);
- Additional living expenses should the unit become uninhabitable during a loss;

### Personal Liability:

- Loss assessment coverage;
- Value of jewelry, furs, silverware, fine art, etc.

It is highly recommended that owners purchase homeowner's insurance for their liability not covered by the Association's Master Insurance Policy.



## **Prior Board Approval**

The following are items requiring Board approval:

1. Any addition, alteration or improvement in or to a unit
2. Installation of hardwood floors
3. Any changes to windows, doors, garage doors or interior walls
4. Planting of any tree, shrubs or other plantings
5. Any outdoor enhancements, lattice, lawn ornament, permanent furniture, fence, light fixture, etc.
6. Awnings
7. Anything affecting a common area
8. Any function or party in a common area, including the pool
9. Any addition or alteration to a limited common area

In addition, advance notice to the Board of Directors is required before you install a satellite dish. For more information on the installation of a satellite dish or other antenna outside your unit, please ask Westford for a copy of the Association's Standards for Antenna and Satellite Dish installation.



## **Maintenance of Units and our Property**

All unit owners, occupants, tenants, guests, and other persons on the property of Rowayton Woods for any reason are bound by our Maintenance Standards as included in our Declaration, By-laws, and Rules at all times.

The Association takes pride in the civility and aesthetics, which make our community such a pleasant place to live. To that end, the Association expects all residents and their guests to follow our Maintenance Standards and show respect for each other at

all times.

Maintenance and repair obligations are allocated between the Association and unit owners according to the Declaration, Bylaws and our Rules. If the Association must assume or enforce an owner's maintenance obligations or incurs other loss due to the owner's failure to comply with our Maintenance Standards, the expense will be charged to that owner as permitted by law.

### **Safety**

1. Common areas, sidewalks, roadways, and amenities are available solely at the user's own risk, and all residents and their guests must take reasonable precautions to protect themselves and their property. Parents are strictly responsible for their children's safety and behavior at all times.
2. The Association does not employ security guards. Residents and their guests are responsible for their own well-being and should immediately notify the proper authorities of any criminal, unsafe, or suspicious behavior.
3. Open fires, tiki-torches, space heaters fueled by anything other than electricity, fireworks, indoor wood stoves, and explosive materials are prohibited throughout the community. Smoking materials, space heaters, barbeque grills, and other fire hazards may not be left unattended or allowed to damage any structure. No electrical device creating electrical overloading of standard circuits may be used. Each Unit must contain at least one working fire extinguisher and smoke detector on each floor of living space at all times which meets all applicable codes; annual inspections of units may be conducted to ensure compliance.
4. Charcoal grills, fire pits, and bonfires are prohibited. Gas grills with tanks no larger than 20 pounds are permitted, but may be used only at the owner's risk on ground-level patios. Gas grills with tanks no larger than 2 pounds are permitted on 2nd and 3rd floor decks. Electric grills are permitted on all levels.
5. Driveway: Residents and guests must be mindful of the 15 miles per hour speed limit throughout the property. No playing, including ball playing and skateboarding, shall be permitted in the driveway/parking areas.

6. Firearms, BB guns, pellet guns, paintball guns, bows and arrows, slingshots, and other weapons and similar devices may not be brandished or discharged anywhere in the community at any time.
7. Generators are prohibited throughout the community.
8. All residents must take all appropriate steps to secure their property against intruders, the elements, and vacancy-related hazards. Outdoor furniture, umbrellas, and other objects must be secured against wind at all times.
9. Every unit owner is strictly responsible for safeguarding all structures from the major damage that can be caused by escaping water. This includes monitoring, maintaining, repairing and replacing all pipes, faucets, drains, hoses, sinks, toilets, bathtubs, showers, dishwashers, clothes washing machines and similar fixtures within a unit so as to prevent leakage, flooding, freezing, mold, and similar damage. The unit owner is responsible for any damage caused by equipment failure.
10. Any person who sees, hears, or has reason to suspect that fire, water, mold, pests, or a hazardous condition or accident has affected any person or portion of the community must immediately notify the appropriate authorities, the Board of Directors and Westford.

### **Maintenance**

1. Maintenance, repairs, and replacement of all of the following, among other things, are the responsibility of the unit owner at his own expense: all unit interiors including inside wall and ceiling painting, doors, carpets, flooring, windows, screens, and sliding glass doors; exterior front, rear, deck and garage doors; dedicated outdoor lighting; furnaces, air conditioning equipment, compressors, and hot water heaters servicing a unit; appliances and interior piping, plumbing, and electrical systems; and satellite dishes and all telephone, cable, and satellite services including installation and removal. All filters, vents, ducts, flues, exhaust fans, hoses, and similar mechanisms must be cleaned at least as frequently as the manufacturer recommends and in compliance with any related Association programs.

2. Owners must keep Limited Common Areas, including front steps, decks, balconies and patios, clean, well-maintained, uncluttered, and free of children's toys, obstructions, garments, rugs, household items, garbage and debris. Storage under steps, decks and balconies is prohibited. Owners may not permit stagnant water, garbage, rotten wood, or similar pest-related conditions to accumulate or remain anywhere in or near their units. Bird and animal feeders are prohibited. Littering, dumping junk, abandoning furniture, and accumulations of leaves, brush, trash, and any other unsightly or odorous objects are prohibited throughout the community at all times. Residents violating this standard are responsible for removal of the prohibited item. Motor oil, paint, chemicals and hazardous materials must be disposed of outside of the community in compliance with all applicable laws, and not in any storm drain, sewer or dumpster.
3. Nothing shall be left in the common or limited common areas that interferes with the intended use of such areas or which causes an unsightly appearance or safety hazard. This includes, but is not limited to toys, bicycles or tricycles, baby carriages, chairs, shoes and boots, recycling bins, gardening tools and equipment, building materials, improperly stored firewood or debris. No flammable materials (paint, painting supplies, motor oil, etc.) are allowed to be stored in storage bins.
4. Each unit owner shall keep his unit and any limited common areas to which he has sole or shared access as well as any furniture placed therein in a good state of preservation and cleanliness.
5. Decks and patios must be kept neat and uncluttered. Articles of clothing, towels, sheets, etc. must not be draped, dried or aired on/over decks or patios. All planters on the top of deck railings should be securely fastened. Decks and patios must not be used for the storage of tools, garbage cans, recycling bins, cardboard boxes, etc. Indoor furniture should remain indoors. Decks must be kept cleared of snow in the winter since an accumulation can result in water intrusion into your unit or that of your neighbor and may result in premature deterioration of the wood decking.
6. Unit owners must have their unit's hot water heater professionally replaced at least every ten years (fifteen years for a tank-less water heater), and provide



proof of this to the Board in accordance with the Association's Hot Water Heater Program. WAGS (water and gas shut off devices) and pans are mandatory for all hot water heaters. The unit owner is responsible for all damage caused by any equipment failure.

7. Washing machine hoses must be steel braided or FloodChek brand. Dryer vents, lint filters, exhaust pipes, and ducts, must be cleaned regularly in accordance with the Association's Dryer Vent Program.
8. Unit owners who have fireplaces must have their chimneys and flue systems inspected (and, if required, cleaned) at least once every two years, and provide proof of this to the Board in accordance with the Association's Chimney Cleaning Program. The unit owner is responsible for all damage caused by any equipment failure. Our fireplaces are not intended for use with more than 1 or 2 logs, nor, for heating an entire unit; excessive (i.e. raging) fires endanger the safety of the entire building. Several manufacturers of pre-fab fireplaces have issued warnings against the use of glass doors. If you are considering such an installation, consult with the sales person or manufacturer as to its safe use in your fireplace.
9. Whenever a unit is unoccupied for more than 5 days, all doors and windows must be locked, all washing machine hoses and water spigots must be turned off, except for the unit's heating system, all sources of combustion must be extinguished or powered off, and either the master water valve must be turned off or a responsible person must check the inside of the unit on a frequent basis. The interior temperature of a unit must never be allowed to fall below 55 degrees Fahrenheit at any time; the unit owner is responsible for all damage caused by frozen and burst pipes.
10. Maintenance requests must be submitted to Westford in writing. Unit alterations are prohibited without advance Board approval by submitting a modification request form to confirm that common elements will not be affected and that additional requirements do not apply.
11. The Association contracts with vendors to perform services for the community. Interference with the performance of their duties, including any denial of access or attempt to direct their work, is prohibited. The Board and Westford, and not

the owner of any affected unit, retain sole authority to select all contractors and materials for which payment comes from the Association's funds or insurance proceeds. These vendors cannot be used for personal business without being separately retained and compensated. Any questions or concerns about their performance must be directed to the Board or Westford and not to the vendors directly.

12. Only licensed and insured professionals may be retained for work, installations, or repairs to any unit. Unit owners are strictly responsible for the cost of and any damage and violations caused by work, installations, or repairs they perform themselves or have undertaken by others.
13. With reasonable notice except in emergencies, residents must allow the Board and its representatives access to any portion of the units, common areas, and limited common areas for maintenance, alterations, installations, inspections, meter readings, or repairs, and as otherwise permitted by the Declaration, Bylaws, Rules or state law.
14. Any violation of any law or any provision of the Declaration, Bylaws, Rules, state law, and Association Safety Programs which causes financial harm to the community, or common expense, may be assessed against the responsible unit owner, occupant, tenant, and/or guest.

### **Mechanical Systems**

The Association does not provide any repair service for an individual unit's needs. This type of problem should be handled by the resident's own repair people who should be licensed and insured contractors. All repairs to your private property will be at your own expense. Rowayton Woods' on-site maintenance employee is utilized for the sole purpose of Association repairs. Requests for Association repairs should be in writing to Westford.

1. **Air-Conditioning:** The compressor is located outside at ground level or on the roof. It requires free circulation of air on all sides and should not be covered in

winter weather. Exhaust air from air conditioning units should be directed away from other units and patios.

2. Appliances: To reduce pressure on the water hose leading to your clothes washer the water shut-off valve must be closed when the washer is not in use.
3. Electrical: Residents must familiarize themselves with the central panel in their unit. Correct identification of each breaker switch will allow you to easily cut power to a specific area in the event of a short. Should one breaker shut off frequently, it is most likely due to small appliance overload. If the condition continues after reducing the load, consult a licensed electrician.
4. Furnace: Each unit is equipped with a forced hot air, gas-fired system. The filter must be cleaned or replaced regularly for optimum system efficiency. Replacement filters may be purchased at any hardware store. Check the frame on your present filter for proper size, taking care to install the filter in the correct direction. Do not operate the system without a filter. During cold weather, even if you are away, leave your furnace on and set the temperature no lower than 55 degrees. This will help prevent pipe freeze-ups during extreme cold snaps. Flammable items, such as cleaning supplies, should not be stored near your furnace or water heater.
5. Plumbing: All unit owners must locate, identify and tag the main water supply shut-off for their unit. This is located on the line coming into your unit by the hot water heater. Proper identification may be tested by running any cold water tap and shutting down the main valve. Water flow should stop within a few seconds. There is also a hot water shut-off valve located at the hot water tank. This, too, may be identified in the same manner by running any hot water tap and shutting the valve at the tank. It is the responsibility of unit owners to identify the manufacturer's life expectancy of the unit hot water heater. The Unit owner is required to replace the hot water heater with a new water heater, a WAGS unit and pan in accordance with the Association's Hot Water Heater Program. For further information on these requirements, contact Westford. In the event of a leak, you will be able to stop the flow until professional repair can be made. Never put grease, coffee grounds, paint

thinner, wax, fibrous foods like onion skins, asparagus or celery, pesticides, outside or inside oils, cut flowers or plant materials down your sink drains or disposal. Never put diapers, sanitary napkins, paper towels, condoms or tampons in your toilet.

6. **Outdoor Spigots:** If you occupy a lower unit that has a valve to an outdoor water spigot, you are responsible to turn the valve on in the spring and off in the winter. The water valve that controls this flow is located either near your water heater or under your kitchen sink. In most cases, one valve controls two spigots, one in front and one in back of your unit. You will be asked to turn on the spigots in the spring; and in the late fall, turn off and drain both outdoor water pipes to prevent pipes from freezing.
7. **Water Pipes:** Frozen water pipes are caused by sub-freezing temperatures as well as strong winds and fluctuations in humidity levels at any temperature 32 degrees or less.

If you are going to be away for 5 days or more, to prevent frozen water pipes, residents must take the following precautions:

1. Open the cabinet doors under the kitchen sink to provide warmth to the pipes inside the exterior walls.
2. Allow a trickle (neither a drip nor a heavy flow) of water to continuously flow from the kitchen faucet. This should help prevent the freezing of pipes, which cross through unheated exterior spaces.
3. Turn off (clockwise) the main valve in your unit.
4. Leave the kitchen faucet open as in Step 2. Of course, once Step 3 takes place, water will stop flowing.
5. Keep your thermostat no lower than 55 degrees.
6. If you are leaving for an extended period of time, all pipes, appliances, water heater and bathroom fixtures must be drained and a solution of anti-freeze added to all traps and commodes. If this step is taken, your thermostat can then be set at a lower temperature (but not lower than 55 degrees) to conserve energy.

It is strongly recommended that you leave a key to your unit and your car with a neighbor in case of emergency, and to inform Westford of their contact information.



## **Aesthetics**

Awnings, canopies, patio enclosures, and similar fixtures are prohibited without the advance approval of the Board. Air conditioners and fans are not permitted in windows. Garage doors must be kept closed whenever a garage is not in use.

Outdoor structures, lattice, light fixtures, lawn ornaments, permanent furniture, fences, walls and other outdoor enhancements and installations are prohibited without the advance permission of the Board.

Nothing may be hung, attached, or displayed on unit exteriors or visible from any other unit or roadway without the advance permission of the Board.



## **Communication with Board of Directors and Westford**

Any matter that you feel should be brought to the attention of the Board of Directors is welcomed. Generally, the Board meets on the third Monday of each month. Letters and email on a matter to be considered by the Board should be given to Westford. No unsigned letters will be considered.

Westford provides a 24-hour, 7-day per week, telephone line for emergencies (see the last page of this Booklet). To contact Westford, call the number listed on the last page of this Booklet.



## **Firewood**

Since our buildings are of wood construction, firewood **MUST** be stored in such a way that the wood does not come within 4 inches of the ground, building, decking, supports or stairs etc. Firewood should be stacked neatly and stored in metal or iron containers or may be stacked on a plank of wood that is lifted 4 inches off the ground by cinder blocks or bricks. Tarp should be securely placed on top of the wood and the tarp should not come within 4 inches of the ground, building, decking, supports or stairs etc. Firewood **MUST** be limited to no more than a 1/2 cord at any time per unit.

Firewood should be turned over frequently. FIFO—first in, first out is the most effective deterrent to termite infestation. Use the oldest logs first so that termites do not have a chance to develop a food source for the colony which remains underground.



## **Functions on Common Grounds**

Any functions, such as parties, on common grounds need to be approved by the Board prior to the function.



## **Landscaping**

A Landscaping Committee is established by the Board to monitor our contracted landscaping firm and generally keep an eye on the maintenance of the grounds as well as make recommendations to the Board on various style issues for the community.

This Committee is generally comprised of a minimum of three residents and is

authorized to approve possible landscaping “donations” and the location for such plantings.

Should you wish to plant in any area, you must receive approval of the Landscaping Committee, and you will be responsible for the continued maintenance of that area. If neglected, your efforts will be removed.

No animal or bird feeders are permitted on the premises, as they attract unwanted vermin (i.e. rats, squirrels, etc.).



### **Gardening**

A vegetable/flower garden area is provided at the end of building 9. A plot may be rented each year and vegetables or flowers grown. Should you wish to rent your own “small farm”, please contact the Garden Chairperson.



### **Mailboxes**

It is best to pick up your mail on the day of delivery. If this is not possible, it is recommended that you make arrangements with a neighbor to do so or stop your mail delivery while you are away.

The post office discourages use of mailboxes for anything other than stamped mail. Notes or messages left for neighbors may be removed. It is wise, therefore, to tuck these notes at the actual unit door and not in the mailbox.



### **Parking**

Each unit is assigned ONE PARKING SPACE. Assigned spaces are numbered and marked “RESERVED”. Other spaces available for parking are marked “VISITOR” for temporary parking by visitors and/or residents. Since these spaces are extremely limited in number in some areas, it is requested that you use your assigned space in consideration of the general parking needs of all. It is the resident’s responsibility to see that their guests do not park in spaces reserved for other Rowayton Woods residents.

- Parking is permitted only in spaces marked “RESERVED” or “VISITOR”.
- Parking is not permitted in any area marked “NO PARKING” or “FIRE LANE”, or in front of walkways, mailboxes, trash bins, or in front of garages (even by the garage owner) or in any area that is not marked as “Visitor” or “Reserved”.
- No driving or parking is permitted on any grassed area. Any damage incurred to the landscape by such acts will be billed to the unit owner responsible.
- No open bed pick-up trucks, boats, trailers, campers or other recreational vehicles or any vehicles with commercial plates shall be parked on the condominium roadways, common areas, or in any parking space, whether reserved or visitor.
- Motorcycles and motorbikes must be parked in a designated parking space or in a garage, due to the hazard of fuels in and around dwellings.
- Cars not in regular use may NOT be “stored” in any parking space, whether reserved or visitor. All vehicles on our private property must be in operating condition with current registration and license plates.
- Parking stickers are required for residents. Contact Westford to request a sticker for your car(s).
- No major repairs to any motor vehicle shall be permitted anywhere on the property.
- Vehicles deemed to be in violation of any of these regulations should be reported to the Board.
- In the discretion of the Board of Directors, the Association may cause all abandoned, nuisance, unregistered, and improperly-parked vehicles and any other vehicle which violates these rules to be ticketed or towed at the owner’s expense,



with no liability to the Association for any damage, theft, or other loss related to its towing or storage.



## Pets

A maximum of two (2) animals per unit may be kept as pets so long as they are cats, dogs, or other household pets of reasonable size and gentle disposition. No aggressive, undomesticated or venomous animals may be brought or kept in the community at any time and no animals may be kept, bred or maintained for commercial purposes. Residents are responsible for their pets at all times. This includes monitoring the pet's own well being in addition to protecting all people, property and other animals from them. Residents may not allow their pet to make noise disruptive to other residents at any time of day or night. Residents must compensate any person hurt or bitten by their pet and for any property damage caused by their pet.

All pets must have rabies shots and other required vaccinations as per local regulations. Pets must be licensed in accordance with the laws of the City of Norwalk. **Whenever outdoors, pets must either be carried in a secured pet carrier or tethered to a leash no more than six (6) feet long. No pet may be left unattended outside at any time.** No pet may be tied or bound to any structure, object, or tree at any time. Residents must not permit their pets to urinate or defecate in any common areas unless it is a designated pet walking area and must immediately clean up all droppings throughout the community. Unsealed pet waste may not be placed in or near any garbage receptacle. Any landscaping which must be repaired or replaced due to pet excrement or other damage will be charged to the animal's owner or keeper.

The designated dog walk areas are on the north and south perimeters of the property. Animal, clean up stations are provided for your convenience and are located along the

dog walk areas. Dumpster disposal is encouraged.

Any pet which the Board determines violates these rules, or is causing or creating a nuisance or unreasonable disturbance/noise, must be permanently removed from the property upon ten days written notice to the pet owner or keeper by the Board of Directors.



### **On-Site Pond**

The pond enhances the overall aesthetics of our community. Ice skating, swimming, fishing, wading and boating are prohibited.

The Rowayton Woods pond is private property. If you observe someone fishing, please contact the police.

The grate at the drainage box located at the north end of the pond ensures water flow; this is to remain in place at all times.

Feeding of birds or other wildlife gathered on the pond is prohibited.

All residents and their guests must take reasonable precautions to protect themselves, their children, their pets, and their property from falling into the pond.



### **Recreational Facilities**

All recreational facilities and related amenities are available solely at the user's own risk, and all residents and their guests must take reasonable precautions to protect themselves and their property. Parents are strictly responsible for their children's safety and behavior at all times.

## Tennis Courts

- Tennis is the ONLY game that can be played on the tennis court. Rules are posted near the tennis court. Sign-up sheets can be found at the tennis court. The key to the tennis court is the same one used for the pool (see below).
- The court is reserved on an hourly basis.
- No RWCA unit owner may sign up for more than ONE HOUR OF COURT TIME AT A TIME; after completing your period of play, you may sign up for another period of court time, if available, on the posted sign-up sheet in the kiosk at the NW corner of the court.
- Reservations should be made at least one hour in advance of the requested block of time.
- Reservations for play Monday through Friday can be made 48 hours in advance. Reservations for weekends and holidays can be made 24 hours in advance.
- AT LEAST TWO TENNIS PLAYERS must be present to claim a court except for a reservation to use the backboard; this player must be a resident of RWCA.
- If players do not arrive at the scheduled time, a ten-minute grace period is permitted, after which the court becomes open to waiting RWCA players.
- Proper tennis shoes are required. No dark-soled tennis shoes are allowed on the courts.
- No food is allowed on the tennis courts; beverages in plastic or aluminum containers are permitted. No vehicles (strollers, etc.) of any kind or animals, please.
- Please clean up all balls, tennis ball cans/lids when you are finished.

## Swimming Pool

- Swimming pool rules will be provided to each resident prior to the May pool opening.
- Each unit is provided with a key to the pool, which provides access via two gates located at the north and south entrance to the pool area. The key is required for entry into the pool area. If a resident loses their key, they will be charged \$100

for replacement.

- Pool hours are from 6:00 a.m. to 10:00 p.m.
- A phone for emergencies is located on the bathhouse; this phone can only be used to call 911. All accidents and injuries must be reported to Westford.
- Upon entry to the pool, residents are required to sign in with their name, unit number and the number of guests, if any.
- In consideration of others who might want to enjoy their peace and tranquility at the pool, no radio playing is permitted. Residents should be considerate when using their cell phones in the pool area.
- Gates at both ends of the pool area must be closed and locked at all times.
- Guests must be accompanied by a member of the regular household of a Rowayton Woods resident; there is a limit of four guests per unit. Residents will be held responsible for their guests' behavior and for any damage caused.
- Children under 14 years of age must be accompanied by an adult or babysitter, at least 15 years of age.
- No running is permitted on the pool deck.
- No diving is permitted in the shallow end of the pool.
- For sanitary reasons, children in diapers must wear diapers intended for swimming, such as Huggies Little Swimmers or Pampers' Splashers. Disposable diapers are not permitted as they can disintegrate and negatively impact the pool's filtration system. In the event there is a "leakage incident", it could result in the pool being closed for several days for health and safety reasons. It is imperative to abide by this mandate. Any incident must be reported to Westford.
- Baby carriages and strollers are the only wheeled vehicles permitted in the pool area.
- Swimmers are requested to shower prior to entering the pool. Persons who have skin infections or are wearing bandages are not permitted in the pool. Bathing suits must be worn in the pool; cut-offs and street clothing are not permitted.
- No dogs or other animals are allowed on the pool deck.
- No food is permitted. Beverages are allowed, but must be in non-breakable containers, and only on the pool deck. There is a picnic table to the east of the

north pool entrance where small children can eat.

- Chairs are available on a first-come first-serve basis. Holding chairs for persons not yet at the pool is not permitted; if you leave the pool area you may not reserve a chair or table by leaving personal items.
- If you are using an umbrella, please lower the umbrella when you leave.
- Out of consideration to residents, smoking is restricted to a designated area away from other residents; while smoking, residents must remain fully in this area. This area, delineated by a painted semi-circle, is located on the northwest corner of the pool deck.
- Private pool parties are subject to prior approval by the Board and contingent upon signing insurance waivers releasing RWCA of any responsibility. This is deemed a privilege granted by the Board; all pool rules and regulations remain in effect.
- Swimming lessons in the pool are reserved strictly to the children of residents of Rowayton Woods and require prior approval of the Board.
- During certain hours a pool monitor may be present to check in both residents and guests. This person is not a lifeguard or babysitter. When present, the pool monitor has the authority to ask residents or guests to leave the pool area if they are not in compliance with the pool rules.

Strict enforcement of these rules enables us to maintain our pool and deck area for the exclusive enjoyment of all Rowayton Woods residents and their guests.



### **Smoke Detectors**

In accordance with the National Fire Prevention Association codes and to alert the occupants in the event of a fire, smoke detectors should be installed on each level of every living unit and kept operational at all times. When activated, it should initiate an alarm that is audible in the sleeping rooms of that unit.



## Sound Control

Each unit has been provided with soundproofing materials more efficient than in conventional single-family construction. In spite of this, sound does transmit from one unit to another.

Each room (except for bathrooms, kitchens and entry halls) of all second and third floor units are required to cover at least 80% of the room's flooring with carpet or area rugs to further reduce sound. Hardwood flooring installations must use soundproofing material.

To cut down on undue reverberation, stereo speakers must NOT be mounted directly on walls or set on the floor of second and third floor units. Televisions must not be installed on walls adjacent to neighboring unit. Wind chimes creating excessive noise must not be hung outside your unit.

No music, parties, or other excessive noise emanating from a unit may be audible inside another unit between 10:00 PM(11:00 PM on Friday and Saturday nights) and 7:00 AM. Contractors performing work in or for a unit are only permitted to work between the hours of 8:00 AM and 6:00 PM on weekdays and 9:00 AM to 6:00 PM on Saturdays. They are not permitted to work on Sundays or holidays.

Good sense, consideration and thoughtfulness for your neighbors (particularly those beneath you) will allow everyone full, quiet enjoyment of their unit.



## Resident Retained Contractors

All outside contractors must be licensed and bonded. It is the responsibility of the unit owner to ensure that Contractors abide by Association rules. This includes, but is

not limited to, parking in visitor spots, carting away of debris and proper use of drains.



## **Storage Bins**

Pre-assigned storage bins are located in the top of all garages except the garage opposite building 4. The outer door to the storage bin areas must be kept locked. Keep in mind that these spaces are not insulated and any items stored there will be subject to extreme heat and cold. No flammable materials (paint, painting supplies, motor oil, etc.) should be stored in these bins.

Please use only your own storage bin. Since there are more storage bins than units, “extra” storage bins are available for annual rental. Any request to rent another storage bin should be submitted to Westford.

Tenants are not entitled to use storage bins without the permission of the unit owner.



## **Cable/Satellite Television**

Cable television is available by contacting the local Cablevision dealer.

Advance notice to the Board of Directors is required before you install a satellite dish. For more information on the installation of a satellite dish or other antenna outside your unit, please ask Westford for a copy of the Association’s Standards for Antenna and Satellite Dish installation.



## **Tag Sales**

Tag sales by residents are not permitted.



## Rental of Units

UNIT OWNERS may lease their units in compliance with the following provisions:

- If you rent your unit to others, it is essential that a copy of this Guide be given to your tenant (additional copies are available through Westford). As owner of record, you are responsible for the actions of your tenants.
- A unit cannot be leased during the first twelve (12) months after the purchase date.
- A unit may be leased only once in any twelve-month period.
- A unit can be leased for no more than 36 of any consecutive 48 months period.
- Request for subleases must be approved by the Association Board of Directors.

The following information must be submitted to Westford:

- A copy of the lease
- Name of LESSEE and day and evening phone numbers
- Names of any other occupants of unit
- Length of lease and unit number
- Owner's statement signed by the owner and the lessee that the lessee has received a copy of the Declaration of Unit Ownership, By-Laws and Rules of the Association and specifically that the lessee understands the guidelines and restrictions stated therein. This information is to be supplied by the owner and sent to Westford.

An owner may request exemption from the above provisions. Garages are exempt from the above provisions.

The foregoing applies only to unit owners who purchased their unit(s) after March 31, 1986. Owners who bought prior to that date, who have questions regarding leasing,



should contact Westford.



## **Garbage/Recycling**

Trash and garbage are not to be left anywhere on the grounds. Dumpsters are provided in convenient locations throughout the complex. All refuse is to be bagged and placed inside the dumpster bins and the dumpster lids left in the closed position at all times.

If a dumpster cannot be closed, this is an open invitation to vermin. Nothing is to be left on the floor space within the dumpster enclosure.

Large items should be taken to and disposed of at the Norwalk Transfer Station; permits can be obtained online or at the Norwalk Town Hall. As a convenience to Rowayton Woods residents, a large dumpster is located near the community garden several times throughout the year for a limited time. Times for these dumpsters will be communicated in advance. Items may not be left in any common or limited common area or outside of the dumpster.

Each dumpster enclosure area has a white dumpster that is for recycling, not trash. Your recycling material may be placed in this white dumpster 24/7 and these dumpsters are emptied by City Carting Recycling each Tuesday morning. All plastics, glass (other than window glass and lightbulbs), metal (including aerosol cans, aluminum cans and foil) and paper and paper products (including milk, cereal and juice cartons and newspaper) should be recycled. For additional information on the recycling program please contact Westford.



## **Enforcement**

The Association may, in the Board's sole and exclusive discretion, enforce these Rules and protect the interests of the community by imposing fees and fines, through litigation in the Association's name, and as it otherwise deems appropriate and as allowed by law.

Any person may submit a written complaint to the Board alleging a violation of the Declaration, Bylaws, or these Rules. The Board may issue a warning, demand that any violations cease, conduct a hearing, or take other appropriate action. After notice and an opportunity to be heard, the Board may impose a monetary fine of up to \$250.00 for each violation of any provision of the Declaration, Bylaws, or these Rules, whether or not a prior warning has been issued. Ongoing violations may incur an additional fine on a daily basis until resolved. Unit owners are strictly responsible for any violation committed by their children and all persons renting, occupying, servicing, or visiting their unit or who they allow into the community for any reason.

All common expenses, special assessments, fines, and other debts owed to the Association constitute a foreclosable lien against the delinquent unit. A check returned by the bank for insufficient funds and any other dishonored payment will incur a \$20.00 fee.

Except as otherwise established in a written policy of the Association's Treasurer or Manager, all payments received or recovered will be applied against delinquent accounts in the following order: attorney's fees and collection expenses not entitled to statutory priority; late fees on and then principal of each unsecured debt in chronological order; late fees on and then principal of each secured fine or other debt not entitled to statutory priority in chronological order; attorney's fees and collection expenses entitled to statutory priority; late fees on and then principal of each unpaid priority special assessment in chronological order; and interest on and then principal of each priority common expense assessment in chronological order. This means payment of a current common charge may be deemed late because some or all of it has instead been applied to other delinquencies in the order outlined above.

The Board has sole and exclusive discretion to interpret the Declaration, Bylaws, and Rules, and to grant, grant with conditions, or deny any request for permission submitted by a unit owner.



### **Railroad Station**

The Metro North Rowayton Railroad Station is accessible within 15 minutes at a brisk pace. Proceed over the Watson Court Bridge onto Watson Court. Walk to the end making a left onto Possum Lane. Stay on Possum Lane to the stop sign at Vanderbilt

Avenue. Diagonally to the left of the stop sign, take the black top steps and path as far as it goes. Make a right on Arnold and proceed to Rowayton Avenue. Make a left and this leads you to the Railroad Station grounds.

Walking along the tracks or the adjacent path is dangerous and considered trespassing. Metro North police patrol this walkway occasionally!



### **Directions to Rowayton Woods**

From the South: Take I95 North to Exit 12, Rowayton/Tokeneke Road (Route 136). At base of ramp, turn right onto Route 136/Tokeneke Road. Go straight on Route 136 through 1 traffic light. Continue until you see White Bridge Deli on left and a small bridge directly ahead. Go over small bridge, then make a quick left onto Jacob Street. Proceed to the stop sign. Go straight through and up a steep hill (this is Hunt Street). Proceed to the next stop sign on top of the hill. Make a left at the stop sign onto Highland Avenue. Follow Highland Avenue approximately 1 mile past Roton School on left and over railroad bridge. Make immediate left at Rowayton Woods South entrance or second left at Rowayton Woods North entrance.

From the North: Take I95 South to Exit 14. At the end of the ramp, turn left onto the Post Road. Proceed to the first light and turn left onto Scribner Avenue. Follow to stop sign. Turn right onto Flax Hill Road. Take third left (at the triangle) onto Highland Avenue. Stay on Highland to Rowayton Woods North entrance on right (0.9 mile).

A map of Rowayton Woods is provided at the end of this Booklet. A list of current Board members, and other important information is available from Westford.

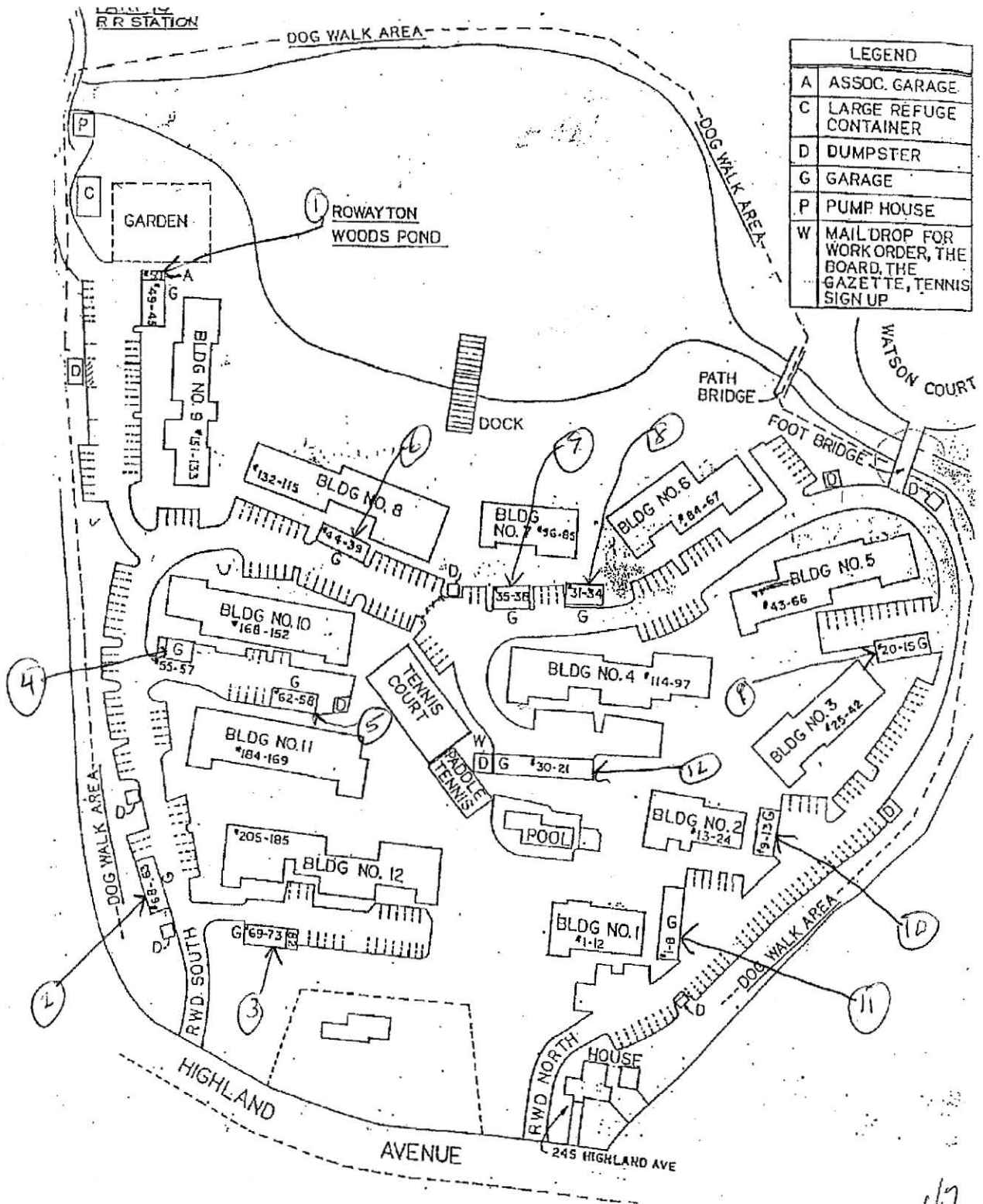
For quick reference, please make a note of the following phone numbers:

FIRE/POLICE/MEDICAL EMERGENCIES    DIAL 911

MANAGEMENT COMPANY: Westford Real Estate Management LLC

The telephone contact information for Westford Real Estate Management, LLC is 860-528-2885. In emergency situations before 9:00 AM and after 5:00 PM follow the prompts when you call.

The Westford on-site personnel office is in the last garage in the building past building 9.



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**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.  
C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200, Vernon, CT 06066  
Tel: 860-528-2885 Fax: 860-528-2989  
[www.westfordmgt.com](http://www.westfordmgt.com)

**Rental Policy and Owner & Tenant Statement of Adherence**

Reference: Page 22-23, Rowayton Woods Rules and Regulations Booklet

**Non-Owner Occupancy of Units**

Other than grandfathered units (a unit purchased before April 1986), ALL UNIT OWNERS may lease their units in compliance with the following provisions:

1. A unit cannot be leased for twelve months after its purchase date.
2. A unit may be leased only once in any twelve-month period.
3. A unit can be leased for no more than 36 of any consecutive 48 months period.
4. Request for subleases must be approved by the Association Board of Directors.

Information for all units not occupied by the owner, including grandfathered units, to be submitted to the Managing Agent at the following address:

Westford Real Estate Management, LLC  
348 Hartford Turnpike, Suite 200  
Vernon, CT 06066  
Attn: Mary Jo Withee

1. Name of LESSEE and day and evening phone numbers.
2. Names of any other occupants of unit.
3. Length of lease and unit number.
4. Owner and Tenant Statement of Adherence signed by the owner and the tenant below..
5. Copy of current lease
6. Completed Census Form

An owner may request exemption from the above provisions. The Board must reply to the owner in writing within thirty (30) days of receiving the petition. Garages are exempt from the above provisions.

I hereby agree to the above terms and conditions set forth above in conjunction with the rental of unit #\_\_\_\_\_.

I, the owner of said unit have owned my unit for more than 12 months. Initial: \_\_\_\_\_  
I have not rented my unit for more than 36 months of any 48 month period. Initial: \_\_\_\_\_  
I have not rented my unit more than once in the last 12 month period. Initial: \_\_\_\_\_

\_\_\_\_\_  
Owner(s) Date

I acknowledge that I have received a copy of the Declaration of Unit Ownership, By-laws, and Rules and Regulations Booklet of the condominium and specifically that I understand the guidelines and restrictions stated therein.

Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_

**LEASE EXTENSION NOTIFICATION**  
**(If applicable)**

NOTE: This form is only to be used to notify the Association of the extension of a lease that has previously been filed with the Association.

I am notifying the Rowayton Woods Condominium Association, Inc. that I have extended the initial \_\_\_\_\_ month lease I hold for my unit. I certify that the unit has been and will be continuously occupied by the same tenant/occupants as listed in the initial lease on file with the Association. The following information conforms to the original terms of that lease:

\_\_\_\_\_  
Name of Lessee 1

\_\_\_\_\_  
Name of Lessee 2

\_\_\_\_\_  
Original Lease Inception Date

\_\_\_\_\_  
Original Lease Expiration Date

\_\_\_\_\_  
Lease Extension Inception Date

\_\_\_\_\_  
Lease Extension Expiration Date

\_\_\_\_\_  
Name of Unit Owner (print)

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Date



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**C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

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[www.westfordmgt.com](http://www.westfordmgt.com)

To: Unit Owners of Rowayton Woods Condominium Association, Inc.

From: Rowayton Woods Board of Directors

Date: May 10, 2016

Re: Notice of Adoption of Board Resolution Regarding-Refrigerator Ice Makers-  
Water Supply Lines

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Please be advised, that the Rowayton Woods Condominium Association, Inc., Board of Directors adopted the attached Board Resolution on Refrigerator Ice Makers-Water Supply Lines at its Board meeting held on Monday, April 18, 2016 at the Rowayton Community Center, 33 Highland Avenue, Rowayton, Connecticut 06853 at 7:00 p.m.

Please maintain these documents with the rest of your Governing Documents for Rowayton Woods.

Thank you

*Resolution Adopted by the Executive Board at the April 18, 2016 Board Meeting*

**Resolution Adopted by Executive Board with respect to the  
Amendment of the Rowayton Woods Condominium Association, Inc. Rules and  
Regulations Regarding Refrigerator Ice Makers/Water Supply Lines**

WHEREAS, the Executive Board deems it advisable and in the best interests of the Association to propose that the Rules and Regulations of Rowayton Woods Condominium Association, Inc. be amended to regulate refrigerator ice makers/water supply lines in residential units at Rowayton Woods Condominium Association, Inc.; and

WHEREAS, the adoption of such rule has been subject to the Notice and Comment provisions of Connecticut law (the “Notice and Comment Provisions”);

NOW, THEREFORE, BE IT:

RESOLVED, that, subject to the Notice and Comment Provisions of Connecticut law, the Executive Board of Rowayton Woods Condominium Association, Inc. hereby approves the following amendment to the Rules and Regulations of Rowayton Woods Condominium Association, Inc.:

**Refrigerator Ice Makers/Water Supply Lines**

All new refrigerators purchased for use in residential units at Rowayton Woods Condominium Association, Inc. subsequent to the effective date of this rule will have metal or metal braided supply lines for refrigerator icemakers/water. All refrigerators in use at Rowayton Woods Condominium Association, Inc. as of the effective date of this rule will be required to have their plastic supply lines changed out to metal or metal braided supply lines for icemakers/water no later than September 30, 2018.

This policy shall be effective as of the 16<sup>th</sup> day of May, 2016.

Penne Brooks Weicker

Secretary

Board of Directors

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.  
C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

348 Hartford Turnpike, Suite 200, Vernon, CT 06066

Tel: (860) 528-2885 Fax: (860) 528-2989

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To: Unit Owners of Rowayton Woods Condominium Association, Inc.  
From: Rowayton Woods Board of Directors  
Date: August 23, 2016  
Re: Notice of Adoption of Rowayton Woods Collection/Foreclosure Rule

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Please be advised, that the Rowayton Woods Condominium Association, Inc., Board of Directors adopted the attached Rowayton Woods Collection/Foreclosure Rule at its Board meeting held on Monday, August 15, 2016 at the Rowayton Community Center, 33 Highland Avenue, Rowayton, Connecticut 06853 at 7:00 p.m.

Please maintain these documents with the rest of your Governing Documents for Rowayton Woods.

Thank you

**ROWAYTON WOODS CONDOMINIUM ASSOCIATION, INC.**  
**C/O WESTFORD REAL ESTATE MANAGEMENT, LLC**

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To: Unit Owners and Tenants of Rowayton Woods Condominium Association, Inc.

From: Rowayton Woods Board of Directors

Date: October 10, 2017

Re: Notice of Adoption of Board Resolution Regarding Closure of Common Hallway  
Front Doors

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Please be advised, that the Rowayton Woods Condominium Association, Inc., Board of Directors adopted the attached Board Resolution regarding the Closure of Common Hallway Front Doors at its Board meeting held on Monday, September 18, 2017 at the United Church of Rowayton, 210 Rowayton Avenue, Norwalk, CT at 7:00 p.m.

Please maintain these documents with the rest of your Governing Documents for Rowayton Woods.

Thank you

*Resolution Adopted by the Executive Board at the September 18, 2017 Board Meeting*

**Resolution Adopted by Executive Board with respect to the  
Amendment of the Rowayton Woods Condominium Association, Inc. Rules and  
Regulations Regarding Closure of Common Hallway Front Doors**

WHEREAS, the Executive Board deems it advisable and in the best interests of the Association to propose that the Rules and Regulations of Rowayton Woods Condominium Association, Inc. be amended to regulate the closure of common hallway front doors at Rowayton Woods Condominium Association, Inc.; and

WHEREAS, the adoption of such rule has been subject to the Notice and Comment provisions of Connecticut law (the “Notice and Comment Provisions”);

NOW, THEREFORE, BE IT:

RESOLVED, that, subject to the Notice and Comment Provisions of Connecticut law, the Executive Board of Rowayton Woods Condominium Association, Inc. hereby approves the following amendment to the Rules and Regulations of Rowayton Woods Condominium Association, Inc.:

**Closure of Common Hallway Front Doors**

All common hallway front doors shall remain closed all times except when used to enter and exit common hallways, to bring in groceries or other items of property, and during move-ins/move-outs of units by residents.

This policy shall be effective as of the 16th day of October, 2017

Penne Brooks Weicker

Secretary

Board of Directors

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To: Unit Owners and Tenants of Rowayton Woods Condominium Association, Inc.

From: Rowayton Woods Board of Directors

Date: March 30, 2018

Re: Notice of Adoption of Board Resolution Regarding Suspension of Fireplace-Chimney Use

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Please be advised, that the Rowayton Woods Condominium Association, Inc., Board of Directors adopted the attached Board Resolution regarding Suspension of Chimney-Fireplace Use at its Board meeting held on Monday, March 19, 2018 at the United Church of Rowayton, 210 Rowayton Avenue, Norwalk, CT at the conclusion of the 2018 Annual Meeting which was held at 7:00 p.m.

Please maintain these documents with the rest of your Governing Documents for Rowayton Woods.

Thank you

*Resolution Adopted by the Executive Board at the March 19, 2018 Board Meeting*

**Resolution Adopted by Executive Board with respect to the  
Proposed Amendment of the Rowayton Woods Condominium Association, Inc. Rules and  
Regulations to Suspend Fireplace-Chimney Use**

WHEREAS, the Executive Board deems it advisable and in the best interests of the Association to propose that the Rules and Regulations of Rowayton Woods Condominium Association, Inc. be amended to establish the suspension of use of fireplaces-chimneys at Rowayton Woods Condominium Association, Inc.; and

WHEREAS, the adoption of such rule is subject to Section 47-261b of The Connecticut Common Interest Ownership Act (CIOA);

NOW, THEREFORE, BE IT:

RESOLVED, that, subject to Section 47-261b of The Connecticut Common Interest Ownership Act (CIOA), the Executive Board of Rowayton Woods Condominium Association, Inc. hereby approves the following amendment to the Rules and Regulations of Rowayton Woods Condominium Association, Inc.:

**SUSPENSION OF FIREPLACE-CHIMNEY USE**

Until otherwise advised by the Rowayton Woods Condominium Association, Inc. Board of Directors, use of fireplaces-chimneys at Rowayton Woods is hereby suspended.

Any unit that violates this suspension is subject to fines up to \$500.00 after Notice and Hearing.

This policy shall be effective as of the 2nd day of April, 2018.

Esther Murillo

Secretary

Board of Directors