

# WALDEN WOODS

## RULES

### Preface

Wherever any conflict may exist between the Declaration and the By-laws, the Declaration controls. Wherever any conflict may exist between the Declaration or the By-laws and these Rules, the Declaration and the By-laws shall control. In the case of a conflict between rules, the newest rule shall control.

Except as specifically limited herein, the following Rules apply to all Units, Lot Units, Common Elements and Limited Common Elements of the Common Interest Community.

**Enforcement:** All Rules are to be enforced only by the Conservancy Board. No unit owner or resident is authorized to enforce any Rule. Conservancy Board Directors, Officers or Council Directors shall enforce the Rules only through due process of governance as a duty of the Conservancy Board and shall act only through the Property Management Company. The role of the Conservancy Board of Directors is to govern, not police. The Town of Windsor Police Department should be called for violations of subsection 1.1 Compliance with Law and subsection 5.4 Annoyance or Nuisance. In addition, the Property Management Company should be advised of the Rule violation.

Proposed Rules, additions, deletions or changes to existing Rules may be brought forward by a Unit Owner, a group of Unit Owners, a Committee of the Conservancy (including but not limited to the Standards Committee), a Council, the Property Manager or the Conservancy Board of Directors.

Proposed Rules, additions, deletions, or changes to existing Rules are to be sent to the Standards Committee. If the Proposed Rule, addition, amendment, etc. is approved by the Standards Committee, the Proposed Rule, addition, etc. is brought up by motion and vote of the Conservancy Board. If the Proposed Rule is rejected by the Standards Committee, the Unit Owner, Committee, etc. proposing the Rule, addition, etc. shall have the Right of Appeal to the Conservancy Board.

Proposed Rules, additions, deletions and changes to existing rules are subject to Notice and Comment. In the case of Rules proposed, changed, etc. that are meant to apply to less than all the Councils, the Conservancy Board may decide to give Notice and Comment to all the Councils or just the Councils to which the Rule will apply.

Rules do not require approval (by a specified majority) of residents as do changes to Declaration. After Notice and Comment, proposed Rules, additions, deletions, or changes to existing Rules are enacted by vote of the Conservancy Board. The Rule may be posted at [www.waldenwoodsct.com](http://www.waldenwoodsct.com) until the Rules Document is reprinted or updated electronically. The Property Management Company shall advise Unit Owners of the adopted Rule. The Property Management Company may use the legal notices email system **and/or** US mail to advise Unit Owners of the adopted Rule. Simple changes in cross

reference numbers, clerical error corrections, or changes in naming conventions (such as Elite Property Management, Butler Company Landscaping , CWD, etc.) are allowed without Notice and Comment. Such changes will be recorded as revisions.

The Property Management Company shall keep the Rule on file for incorporation into the next printing or complete electronic update of the Rules Document. The Property Management Company shall include these newly adopted Rules in Resale Packages as well as the last printed Rules Document.

Questions regarding the Rules should be directed to the Property Management Company.

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**Section 1: General Administration of the Community**

**Subsection 1.1 – Compliance with Law.** No immoral, improper, offensive or unlawful activities may be carried on within Walden Woods. Unit Owners will comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut. Unit Owners will comply with and conform to all ordinances, rules and regulations of the Town of Windsor. Unit Owners will save the Conservancy, its Councils and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation of or noncompliance with the foregoing.

**Subsection 1.2 – Employees of Management.** No Unit Owner will send any employee of the Property Management Company out of the Property on any private business of the Unit Owner, nor will any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Conservancy.

**Subsection 1.3 – Indemnification for Actions.** Unit Owners will hold the Conservancy and other occupants harmless for their actions and the actions of their occupants, family members, tenants, guests, pets, servants, employees, agents, invitees, and licensees.

**Subsection 1.4 – Increase in Rating.** Nothing will be done or kept by any unit owner which will increase the rate of insurance for the Conservancy or for any Council which insures any of the buildings, or contents thereof, without the prior consent of the Conservancy Board. No Unit Owner will permit anything to be done or kept in Walden Woods which will result in the cancellation of the Conservancy or any Council insurance coverage on any of the buildings, contents thereof, or which would be in violation of any law.

**Subsection 1.5 – Rules of Insurance Carriers.** Unit Owners and occupants will comply with the Rules and Regulations of the New England Fire Rating Association and with the rules, regulations,

restrictions and any stipulations contained in any casualty and/or any liability insurance policy covering the property or the Common Interest Community.

**Subsection 1.6 – Reports of Damage.** Unit Owners and occupants must report damage by fire, accident or any other means within or affecting Walden Woods to the Manager. Persons injured by or responsible for any damage, fire or accident must promptly report the incident to the Manager.

**Subsection 1.7 – Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

**Subsection 1.8 – Complaint.** Any formal complaint regarding the property manager or property management company for the Community shall be made in writing to the Conservancy Board. Any formal complaint regarding all other issues shall be made in writing to the Property Manager. The Conservancy Board will not hear such complaints until the Unit Owner has made reasonable and documented attempts to resolve the issue in question with the Property Manager or the Property Management Company.

**Subsection 1.9 – Issues of Maintenance.** Requests for repair or maintenance, etc. are to be made in writing, email or phone call to the Property Manager. If phone call, request should be followed up in writing or email).

**Subsection 1.10 – Enforcement of Rules.** All Rules are to be enforced only by the Conservancy Board. No unit owner or resident is authorized to enforce any Rule. Conservancy Board Directors, Officers or Council Directors shall enforce the Rules only through due process of governance as a duty of the Conservancy Board and shall act only through the Property Management Company. The Conservancy Board of Directors shall have the right and responsibility to impose fines in amounts as it determines appropriate for violations of the Rules. See section 27 Schedule of Fines.

**Subsection 1.11 No Solicitation.** No solicitation is permitted at any unit or location on any of the private roads in Walden Woods. No distribution of leaflets, advertisements, flyers or any other public or private materials is permitted at any unit or location on any of the private roads in Walden Woods unless authorized by vote of the Conservancy Board.

## **Section 2: Common Fee Collection Policy**

*See also Exhibit C: Collection Policy*

**Subsection 2.1 – Due Date.** The annual common fee assessment as determined by vote of the Association and as allowed for in the Declaration and Bylaws shall be due and payable in 12 equal installments due on the first day of each month. Special assessments are due and payable on the first

day of each month unless a different date or schedule of dates is approved in the assessment resolution and communicated to the Unit Owners.

**Subsection 2.2 – Waiver of Late Fee.** The Conservancy Board may grant a waiver of an imposed late fee upon petition in writing by a Unit Owner that adequately explains the cause of the lateness. Waiver shall be at the discretion of the Conservancy Board and based on hardship, mistake or miscommunication. Waiver of late fee by the Conservancy Board is based on circumstances of each individual situation and does not in any way set precedent.

**Subsection 2.3 – Return Check Charges.** In addition to any and all charges imposed under the Declaration and Bylaws and the Rules of the Association, reimbursement of all fees charged to the Association shall be assessed against the Unit Owner in the event any check or other instrument attributable to or payable for the benefit of such Unit Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds.

**Subsection 2.4 – Disputing the Account Status.** If a delinquent Unit Owner feels that the delinquent status of the account is in error, this must be communicated in writing to the Property Manager. Such Communication should include an explanation and proof of timely payment. The Property Manager will make an effort to reconcile the disagreement with the account records. Referrals to Counsel for collections shall be delayed until this reconciliation process has been completed, and the Property Manager should provide negotiation information.

**Subsection 2.5 – Referring Delinquent Accounts to Attorneys** The Association may, refer delinquent accounts to an attorney for collection. (see Exhibit D: Collection Policy)

**Subsection 2.6 – Hardship Arrangements.** The Conservancy Board may grant a waiver of certain provisions herein upon petition in writing by an owner showing a personal hardship, which petition should be presented to the Property manager. The key to consideration of a hardship request is the prompt communication of the circumstances creating the need, before the account becomes substantially delinquent. Such relief in the form of a repayment schedule granted by the Conservancy Board to a Unit Owner shall be appropriately documented in the Unit Owner files. The Board may not forgive common fees or special assessment fees.

### **Section 3: Unit Use Restrictions**

**Subsection 3.1. – Occupancy Restrictions.** Residential Units are limited to occupancy by single families and garages are limited to the storage of vehicles and accessory storage, both as defined in the Declaration Section 1.42 and Section 10.1 (a) and (b).

**Subsection 3.1.1 – Alterations.** Any alteration to any unit that increases the number of bedrooms or occupant sleeping areas from the unit’s original design or plan on file must be approved

through the AAI process and shall be subject to the Town of Windsor Zoning and Building Code regulations. The requirement of an AAI does not apply to Woodmoor or Ridge units.

**Subsection 3.1.2 – Access.** Any alteration as described in 3.1.a above must be accessed from the primary entrances to the original unit as designed. Primary entrances shall include and be limited to the front entrance and entrance via the garage. Rear doors or sliding doors may not be used as a primary entrance to this altered living or sleeping space, nor may a walk or path across the common elements or limited common elements be used a primary entrance. This subsection 3.1.b does not apply to Woodmoor units. This subsection 3.1.b does apply to Ridge units.

**Subsection 3.2 – Occupancy Information** The Conservancy reserves the right to send a Unit Owner Registration Form to the entire Community, to selected Councils, or to individual Unit Owners. The form may require information deemed suitable by the Conservancy Board for the purpose of supporting the Rules of the Community. Examples of such information may include, but not be limited to, names of occupants, auto license plate numbers, information concerning pets, etc.

**Subsection 3.3 – No Commercial Use.** Section 10.2 (b) of the Declaration and this rule provide that no industry, business, trade or commercial activities will be conducted, maintained or permitted in any part of Walden Woods except home professional pursuits that do not require employees, nor visits from the public, nor nonresidential storage, nor unreasonable levels of mail or deliveries.

**Subsection 3.4 – Commercial Rental of Units.** Neither Units nor portions of Units may be used or rented for transient, boarding, rooming, hotel or motel purposes. AirBnB's, VRBO's, Home Away's and similar housing arrangements are strictly prohibited. (see Declaration 10.2(e))

**Subsection 3.5 – Rentals as a Residence.** All rentals of units for use a single family residence are restricted as provided in Section 10.6 of the Declaration. All rentals require a bona fide, legal and binding lease. All rentals require advance notice to the Conservancy. Conservancy shall only review for compliance with limits on the number of rental properties per council and shall deny applications that exceed the Declaration limits. Unit owners are required to file copies of written leases with the Property Management Company. The Conservancy Board may impose a fee of \$50.00 per day for failure to comply. Leases must contain provisions substantially as follows:

**(a) Lessee Acceptance Regulations and Penalties.** The Lessor transfers the Lessor's rights to utilize the Walden Woods recreational facilities to the Lessee provided that the Lessee shall observe all regulations (including requirements of the Declaration, Bylaws and Rules of Walden Woods) established by the Conservancy and accepts responsibility for any penalties caused by Lessee's failure to comply with those regulations. The Conservancy may collect all Lessor's and Lessee's liabilities to the Conservancy for any and all penalties assessed during the term of any lease from the Lessor or the Lessee or both.

**(b) Communication.** The Property Management Company shall communicate information pertaining to the Community or the Unit to the Unit Owner. This includes pool lock codes, and recreation court lock codes. Those codes will be communicated no later than May 15<sup>th</sup>.



**(c) Obligations.** The Lessor/Unit Owner is obligated to inform Lessee of all notices provided to the Lessor by the Conservancy and the Property Management Company.

**(d) Common Charge Setoff to Rent.** During the term of this lease and upon notification to the Lessee by the Manager, the Lessee shall pay any common charges due the Conservancy directly to the Conservancy. If this lease requires the Lessor to pay the common charges, Lessee may deduct such common charges made by Lessee to the Conservancy from any rental payments otherwise due to Lessor under this lease.

**(e) Lessor Statement.** Lessor shall provide the Management Company with a signed statement that Lessor has provided Lessee with a copy of the Declaration, the By-Laws, and Rules Document or that Lessor has provided Lessee with website address of Declaration, By-Laws, and Rules. Lessor is obligated to explain to Lessor that Lessee and Lessor are obligated to comply with provisions of all three documents.

**Subsection 3.6 – Additional Use Restrictions Applicable to Village, Ridge, Duplex, Townhome Units.** No land ownership is included in any of these Units. Village and Ridge Units consist of the area enclosed by the outside surfaces of the buildings as more fully defined in subsection 4.3 (b) of the Declaration. The land area appropriated to a Ridge Unit by survey is a Limited Common Element assigned to that Unit. The land area inside the fence adjoined to a Village unit is a Limited Common Element assigned to that Unit. The fence itself is a Village Common Element. Duplex and Townhome Units consist of the area enclosed by the inside surfaces of the buildings as more fully defined in Subsection 4.3 (a) of the Declaration.

#### **Section 4: Unit Appearance**

**Subsection 4.1. – Exterior Decorations and Fixtures.** Section 10.1.2 (a) of the Declaration and this rule provide that no awnings, canopies, shutters, planters, radio antennae, or television antennae may be affixed to the exterior surfaces of any Unit without the prior consent of the Standards Committee. Exception to the previous statement allows for planters and/or pots to be placed on decks and front stoops as long as they are not mounted to the exterior surface with any mounting that would create holes in the exterior structure or damage the exterior structure in any way. Freestanding plants and/or pots must be removed at the end of the growing season. Except as specifically authorized by law, Unit Owners will not cause or permit anything to be hung or displayed on the outside surfaces of a Unit or surfaces visible from outside a Unit without Standards Committee approval except: (a) interior furnishings and window decorations visible from outside the unit, (b) one United States and/or one State of Connecticut flag per Unit in good repair and of no more than 15 square feet in area, and (c) such

other decorative items as may be approved by the Standards Committee. Certain Woodmoor exceptions apply. See Rules specific to Woodmoor Council.

**Subsection 4.2 - Holiday Decorations.** Holiday decorations are allowed for limited periods (no longer than thirty (30) days before and fifteen (15) days after any holiday) and subject to such limitations as may be established from time to time by the Standards Committee.

**Subsection 4.3 - Religious Items.** Refer to Bylaws, Article 14.

**Subsection 4.4. – Appearance of Porches, Front Stoops, Yards, Driveways.** Porches and front stoops shall be uncluttered. Other than minimal, well-maintained decorative planters containing live plants, or decorative statuary (not of human figures), proportional outdoor furniture and firewood that is neatly stacked in a hoop or rack such that it does not obstruct any door or window, Unit Owners may not display, place, or store articles of clothing, recreational equipment, toys or vehicles of any kind, hammocks or any other decorative items on porches or front stoops. Items such as bicycles, tools, toys, etc. shall not be left in yards or driveways overnight. Woodmoor exception: these items may be kept in those portions of the yard not visible from the street.

**Subsection 4.5. - Basketball Hoops.**

Except for Woodmore and Ridge Councils, free-standing basketball hoops are allowed only in unit owner driveways. Hoops may not be mounted to an exterior surface of the unit or be placed in the lawn area. Active season for basketball hoops is April 1 – October 31. At all other times, basketball hoops must be removed. Usage and resulting noise is restricted according to town ordinance.

**Subsection 4.6 – Exterior Colors.** Owners will not paint, stain, side, or otherwise change the exterior appearance of any building or exterior fixtures without the prior written consent of the Standards Committee. Such consent shall be obtained through the AAI process. Certain Woodmoor exceptions apply. See Rules specific to Woodmoor Council.

**Subsection 4.7 – Cleanliness.** Each Unit Owner will keep the Owner's Unit in a good state of preservation and cleanliness.

**Subsection 4.8 – Satellite Dishes.** No satellite dish may be installed or erected anywhere on a Unit or Limited Common Element unless it is one meter (39.37 inches) or less in diameter measured across the widest part of the dish. Satellite dishes may not be placed or installed on the Common Elements, including, but not limited to roofs or sides of any Unit without the prior approval of the Standards Committee. The AAI process is to be used to obtain approval. Approval will require that satellite dishes be installed on Units or in Limited Common Elements in the first of the following

locations that allows reception of a signal of acceptable quality without unreasonably increasing the cost of installation or unreasonably delaying the installation.

- (a) In a location where the dish has limited visibility from other Units or Limited Common Elements or the roads within Walden Woods
- (b) To the rear of the Unit
- (c) Within the Limited Common Element, if any, appurtenant to the Unit
- (d) In a Limited Common Element located in the front of the Unit but behind the building line as shown on the Survey
- (e) Any other location on the Unit or its Limited Common Element.

Unit Owners shall comply with such height, color and screening requirements for satellite dishes as are specified by the Standards Committee in a uniform manner to maintain the appearance of the Walden Woods community provided such requirements do not impose an unreasonable cost upon the Unit Owner. Unit Owners must comply with all Federal Communications Commission requirements. Certain Woodmoor exceptions apply. See Rules specific to Woodmoor Council.

**Subsection 4.9 – Solar Panels.** Solar panels are prohibited in Duplex and Townhome Councils as roofs are Common Elements. Solar panels are prohibited on Village Units and Ridge Units. An AAI is required for the installation of solar panels on Woodmoor units, and they must not be visible from the street. Solar panels mounted on ground structures or surfaces other than roofs are prohibited.

**Subsection 4.10 – Trash.** No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread or encouragement of fire or vermin. No accumulation of rubbish, debris or unsightly materials will be permitted outside any building.

**Subsection 4.11 – Trash Containers.** Storage of trash or garbage and recycle containers on the outside of a Duplex, Townhome, and Village unit is not permitted. This subsection does not apply to Ridge or Woodmoor units. See Rules specific to those Councils.

**Subsection 4.12 – Trash Container Pick Up.** Trash and recycle containers will not be left at the curb before 3:00 PM the night before scheduled pickup and must be removed before 8:00 PM the day of

the pick-up. Unit owners and residents must comply with the regulations of the Town of Windsor and the instructions of the trash contractor.

**Subsection 4.13 – Other Trash.** Unit Owners and occupants must arrange for collection of bulky waste and must secure bulky waste so that it is not blown or spread from its pickup location. Bulky waste will not be left in pickup areas more than 12 hours before scheduled pickup.

**Subsection 4.14 - Dumpsters, Moving/Storage Containers.** Commercial dumpsters and Moving/Storage Containers (example: PODS, U-Pack etc.) are allowed:

- Only after AAI submission and approval
- AAI must indicate expected removal date that is within 14 days of placement on the property
- Extensions may be requested through the Property Manager
- Must be placed in the driveway of the unit and must not be placed on any other common or limited common element without prior approval.

The unit owner is responsible for repairing any damage caused by the placement of the dumpsters or moving/storage containers.

#### **Subsection 4.15 - Temporary Structures**

(a) Temporary structures include: bounce houses or similar items, water slides, wading pools, canopy awnings, tents, cabanas, sheds, lean-tos, and other structures not having a permanent foundation.

(b) Temporary structures are prohibited on all Common Elements.

(c) Temporary structures are permitted on Limited Common Elements assigned to a unit in the Village or Ridge, provided an AAI has been approved prior to the installation of the structure and provided that the structure is not in place for more than three calendar days.

(d) Temporary structures are permitted on Woodmoor lots, but an AAI approval is required for durations more than three calendar days.

(e) Temporary structures are not permitted on Duplex or Townhome decks.

(f) A single AAI may be submitted for recurring instances of temporary structures – indicating frequency of recurrence, extending over no more than a four-month period, and still limited to three consecutive days per occurrence.

g) If AAI approval is not obtained, a fine of \$200.00 will be levied for each day the temporary structure is present. (see Section 27 Schedule of Fines)

## **Section 5: Use of Common Elements**

**Subsection 5.1 – Obstructions.** There will be no obstruction of the Common Elements, nor will anything be stored outside of the Units in any Common Element without the prior consent of the Conservancy Board, except as herein expressly permitted.

**Subsection 5.2 – Prior Consent.** Should prior consent of the Conservancy Board be obtained as required in subsection 5.1 above, storage of material in Common Elements or other areas designated by the Conservancy Board will be at the risk of the Person storing the materials.

**Subsection 5.3 – Proper Use.** Common Elements will be used only for the purposes for which they are designed. No Person will commit waste on the Common Elements or interfere with its proper use by others. No Person will commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements. Improper behavior includes, but is not limited to, any activity which unduly interferes with or limits the enjoyment of the Common Elements by all others. Recreational activities on the green in front of the Meeting House are prohibited except as approved in advance by the Conservancy Board.

**Subsection 5.4 – Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit or in the Common Elements including the Limited Common Elements, nor will anything be done therein either willfully or negligently which may be or become an annoyance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by the Owner, the Owner's family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument or operate or suffer to be operated an audio or video device at such high volume or in such other manner that it causes unreasonable disturbances to other Unit Owners or occupants. If such annoyance or nuisance is occurring, residents should contact the Windsor Police. A complaint should also be filed with the Property Management Company. Decibel levels may not exceed Town of Windsor ordinances.

## **Section 6: Use of Limited Common Elements**

**Subsection 6.1 – Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit or in the Common Elements including the Limited Common Elements, nor will anything be done therein either willfully or negligently which may be or become an annoyance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by the Owner, the Owner's family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument or operate or suffer to be operated an audio or video device at such high volume or in such other manner that it causes unreasonable disturbances to

other Unit Owners or occupants. If such annoyance or nuisance is occurring, residents should contact the Windsor Police. A complaint should also be filed with the Property Management Company.

## **Section 7: AAI: Additions, Alterations and Improvements**

**Subsection 7.1 – Additions, Alterations and Improvements.** No Unit and no Limited Common Element allocated in whole or in part to a Unit shall have additions, alterations (including demolition) or improvements made that change the exterior appearance or structural integrity without the prior approval of the Standards Committee. Such approval shall be obtained through the AAI process. Certain Woodmoor exceptions apply. See Rules specific to Woodmoor Council. Refer to section 27 for fines that may be imposed if AAI process not followed.

**Subsection 7.2 – Form.** The AAI form is available at [www.waldenwoodsct.com](http://www.waldenwoodsct.com). Submission requirements are described on the form. The form shall be submitted to the Property Management Company, together with all required documentation. Form will be reviewed for completeness when received, and returned to submitter if any missing information is noted at this time.

**Subsection 7.3 – Review Process.** Completed AAI is forwarded to the Standards Committee for review. This review will result in one of the following determinations: Approval, Request for Additional Information, or Denial. AAI is returned to Property Manager with determination status, and Unit Owner is informed. If additional information has been requested, when said information is received, the Standards Committee will initiate another review phase.

**Subsection 7.4 – Closure Process for Approved AAIs.** The Unit Owner is to inform the Property Manager when the work approved under the AAI is completed. The AAI process is not complete until the Unit Owner obtains the letter of compliance and AAI Closing Letter from the Property Management Company. It is the Unit Owner's responsibility to obtain this documentation.

**Subsection 7.5 – Obligation to Convey.** In the event that a unit is sold or transferred to a new owner, it is the sole responsibility of the seller to convey any responsibilities or obligations that were assigned to the owner as a result of an alteration, addition or improvement. This is particularly important for landscaping. Neither the Conservancy nor a Council will maintain landscaping that was added or altered by a Unit Owner, unless expressly allowed and approved as per Section 27 Landscaping. If a seller fails to convey an obligation to a buyer, it shall be a matter between those parties. No obligation or responsibility of any kind is adjoined to the Conservancy or a Council in the event the seller fails to convey the responsibility to the buyer. The standards of care and appearance specified by the Documents of Walden Woods will apply and will be the obligation of the present Unit Owner.

**Subsection 7.6 – Individual Submission and Approval.** Each AAI is considered on its own merit. Approval of an AAI or the start or completion of an addition, alteration, or improvement by

one unit owner does not negate the requirement for another unit owner to submit an AAI application for same or similar modification.

**Subsection 7.6.1 – Individual Submission Required.** A Unit Owner who fails to submit an AAI because the alteration, addition or improvement (or one similar) has been performed at or on another unit is in violation of the Rule.

**Subsection 7.7 – Appeals Procedure.** Any Unit Owner whose AAI is denied by the Standards Committee shall first appeal such denial to the Standards Committee by scheduling a meeting at its next scheduled meeting. If the AAI denial is upheld by the Standards Committee, then appeal may be to the Conservancy Board in accordance with Section 24 of the Declaration.

**Section 8: Pet Restrictions**

**Subsection 8.1 – Pets.** Unit Owners and residents will comply with the requirements of Subsection 10.1.2 (c) of the Declaration and with all the requirements of these Rules.

**Subsection 8.2 – Pet Restrictions Applicable to All Unit Owners and Residents.** No Unit Owner or resident shall keep, breed or maintain pets for any commercial purpose. No pets are allowed in the fenced Pool area (section 13.10). No pets are allowed on the Recreation courts (section 14.5).

**Subsection 8.3 – Liability.** The Owner of any Unit in which a pet resides will compensate any person hurt or bitten by that pet, will be responsible for the repair of any damage to property and will hold the Conservancy harmless from any expense or claim resulting from any action whatsoever of the pet or the pets of any guests or visitors of the Unit Owner or any resident in the Unit.

**Subsection 8.4 – Disturbance.** Any pet causing or creating an unreasonable disturbance, nuisance, noise or risk to others will be permanently removed from the Property upon three (3) calendar days written Notice and Hearing from the Conservancy Board. An order of removal by Municipal Authority or Animal Control shall result in immediate permanent removal.

**Subsection 8.5 – Dogs and Cats.** In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash. Said leash shall be no longer than 8 feet and held by a person capable of controlling the dog. This includes the hiking trails and the ball field. Cats are not to be allowed to roam outdoors. The pet owner will be liable for any damage caused to a common element by said pet (Subsection 27.2(g))

**Subsection 8.6 – Dogs and Cats. (Waste).** No dog will be curbed (allowed to urinate or defecate) in any Common Element, except in the street or in the area between the street and the sidewalk. This rule is meant to apply to those walking their dogs. Dog owners may curb their dog in the common element immediately adjacent to their unit. In both cases above waste must be picked up immediately and disposed of properly in the dog owner’s trash container. All such areas

described above shall not be within 25 feet of any bus stops or within 15 feet of any cluster, communal, or single mailboxes.

When walking a dog anywhere in Walden Woods, the person in charge of the dog must use and have in his or her possession a pooper scooper, plastic bag or other clean-up aids. Pet droppings on all Common Elements including, but not limited to roadways, paved areas, sidewalks, hiking trails and areas in close proximity to any pond must be removed immediately by the pet owner or person in charge of the pet. For identified owners and their dogs, failure to remove waste will be subject to fines as specified in Section 26.2(f). Cat litter boxes are not to be kept on decks or outside any unit. Any pet owner must promptly restore or repair any damage caused by his or her pet to a Common Element or Limited Common Element. Animals may not be housed outside the residential buildings in Walden Woods. Animals may not be tied or tethered outside the residential buildings in Walden Woods.

**Subsection 8.7 – Additional Pet Restrictions Applicable to Village, Ridge, Duplex and Townhome Units and to Residents of These Units.** Raising, breeding or keeping animals, birds or reptiles of any kind is prohibited except for (a) no more than two dogs of gentle disposition per Unit, or (b) no more than two cats per Unit, or (c) no more than one dog of gentle disposition together with one cat per Unit, or (d) usual domestic birds in cages and fish in tanks, or (e) other household pets which may be approved and licensed by the Conservancy Board or the Manager as to compatibility with the Community.

**Subsection 8.8 – Pet Identification.** The Conservancy Board may from time to time direct the Property Management Company to mail or email a Pet Registration Form to all Unit Owners or a specific group of Unit Owners or an individual Unit Owner. Owners shall be required to return the form properly and entirely completed as the form directs. The Conservancy Board may impose fines as it deems appropriate for failure to return the Form.

**Subsection 8.9 – Ordinances, Regulations, and Laws.** All pet owners or Unit Owners are required to comply with all local, state and federal laws which pertain to animals.

## **Section 9: Tag Sales**

**Subsection 9.1 – Tag Sales.** There shall be no tag sales, yard sales, garage sales, or other open displays of items for sale in Walden Woods which are open to the public and/or advertised either by public display or in written communications outside the premises of Walden Woods except as specifically permitted in accordance with subsections 9.2 and 9.3. The prohibition of such sales



does not restrict a resident from advertising specific items for sale by personal appointment within the Unit.

**Subsection 9.2 – Community-wide Tag Sales.** The Conservancy reserves the right to sponsor not more than one annual tag sale in which all Unit Owners and Walden Woods residents would be allowed to participate.

**Subsection 9.3 – Individual Tag Sales by Vote of the Conservancy Board.** The Conservancy Board may allow individual tag sales for Unit Owners who have sold their units and are planning to move out of Walden Woods or for the estates of deceased Unit Owners provided the Unit Owner or the legal representative of the estate of a deceased Unit Owner has petitioned the Conservancy Board in advance for permission and the petitioner complies with the following rules:

- (a) The tag sale must be limited to one day. Rain dates are allowed.
- (b) The tag sale must be conducted on the Unit Owner’s driveway or inside the Unit Owner’s garage. No lawn sales are allowed.
- (c) No tag sale related signs may be posted on common property within Walden Woods other than on the following sites. Note, these signage restrictions apply only to signs posted within Walden Woods. The homeowner may post tag sale related signs anywhere the law allows outside the Walden Woods community.
  - (i) One sign on Walden Meadow Road – the exact location of which may be determined by the Unit Owner to best satisfy the need for strategically-placed traffic directions.
  - (ii) No more than three additional signs posted wherever the Unit Owner determines additional traffic directions are needed.
- (d) No signs may be attached to permanent fixtures with the use of nails, tacks or staples.
- (e) Signs may be placed at the end of streets, but shall not be placed in islands. Signs shall not be attached to lamp posts, traffic or street signs.
- (f) All tag sales must be completed by 4:00 p.m. and any remaining items removed from the driveway (if used) before sunset of the same day.
- (g) All signage on property within Walden Woods must be removed within two hours after the sale is concluded.

## **Section 10: Motor Vehicles, Parking, Use of Roadways**

Parking on any part of the Property is forbidden except in parking areas or roadways in accordance with applicable Rules.

**Subsection 10.1 – Compliance with Law.** All Persons will comply with Connecticut state laws, Department of Motor Vehicle regulations and Town of Windsor ordinances while on the public roads, private roads, parking areas and driveways of the Community.

**Subsection 10.2 – Vehicle Identification.** The Conservancy Board may from time to time direct the Property Management Company to mail or email a Vehicle Registration or Identification Form to some or all Unit Owners. Owners shall be required to return the form properly and entirely completed as the form directs. The Conservancy Board may impose fines as it deems appropriate for failure to return the Form.

**Subsection 10.3 – Roads – Private and Public.** Where Rules refer to Public or Private roads, such roads are categorized as below:

**10.3(a) Public Roads:**

- Hawthorne Lane
- Lochview Drive
- Mercer Lane
- Pierce Boulevard
- Thoreau Circle
- Walden Meadow Road

**10.3(b) Private Roads:**

- Aster Place
- Dunbar Drive
- Haskins Road
- Heather Way
- Ivy Lane
- Jacobi Drive
- Knollwood North
- Knollwood South
- Last Leaf Circle
- Marble Faun Lane
- Morning Glory Court
- On the Green
- Pickett Lane
- Pond Bridge Road
- Primrose lane
- Rhodora Terrace
- Sagewood Lane
- Scarlet Lane

**Subsection 10.4 – Limitations on Use.** All motor vehicles shall be garaged for overnight parking except that overnight parking is permitted in the driveway area in front of a garage. Vehicles must fit

entirely within the driveway and not block the sidewalk. Parking areas will be used for no other purpose than to park motor vehicles with no more than four wheels, except for active loading and unloading.

Motor vehicles displaying panel commercial advertising or other commercial material or lettering (*not including bumper sticker or window decals such as those that support schools, clubs, colleges, causes, etc.*), motor vehicles with more than four wheels or ladder racks, motor vehicles unable to fit entirely into a single lined parking space, trailers, RVs, campers and boats may not be parked on Common Elements, general parking areas, drives and in areas which are visible from any roadway.

Construction equipment used in the actual repair, construction or maintenance of Walden Woods Common Elements or Limited Common Elements will not be subject to these restrictions provided all construction equipment shall comply with such restrictions as may be established from time to time by the Conservancy Board.

**Subsection 10.5 – Garage Parking and Storage.** Garages are restricted to use as parking spaces for motor vehicles used by the occupants of the Unit and for the storage of personal goods and household items. (*See Declaration subsection 10.8*)

However:

- (a) No vehicle may be kept in a garage if it has a capacity in excess of one ton, or possesses more than four wheels,
- (b) Vehicles must fit entirely within the garage with the garage doors closed.
- (c) Owners or occupants of Units who keep two or more automobiles (cars) in the Common Interest Community must park one of the vehicles in the garage which is part of the Unit.
- (d) Units may not have more cars than will fit in their garages and driveways.

**Subsection 10.6 – Speed Limit.** The speed limit on the public roads is per the Town of Windsor. The speed limit on the private roads is 15 miles per hour.

**Subsection 10.7 – Snowmobiles, Off Road and Unregistered or Immobile Vehicles.** Snowmobiles, off road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where registered and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property.

Except for other motor assisted bicycles and wheel chairs as permitted by State law, all highway vehicles used or parked on the Property will be registered and properly equipped and in operating condition for safe travel on the public highways of the State. No vehicle maintenance or repair may be performed within the Community except within the unit's garage. In no event may fluids be changed (*ex: oil, brake,*

etc.) No vehicles, other than maintenance vehicles, may travel on the Property except on designated roadways and parking areas.

**Subsection 10.8 – No Parking Areas.** Vehicles may not be parked in such a manner as to block access to fire hydrants, designated fire lanes, driveways, sidewalks running perpendicular to driveways, pedestrian crossing areas, or to block clear two-lane passage by vehicles on roads and drives designated for two-way traffic.

Overnight parking, between the hours of 12am and 6am, is prohibited on all private roads. All visitors are advised to use designated parking areas. No parking is permitted on private roads at any time during snow storms. Parking is expressly prohibited on the grass Common Elements.

Cars parked in violation of these rules will be towed at PM discretion, either immediately or after tagging. Violators' cars will be towed, at vehicle owner's expense. Fines may be assessed (*see section 27*). If any expenses are ever incurred by the association, it will be a council expense and billed back to the violator.

The Conservancy may, by resolution, limit parking for visitors to designated areas and for limited durations.

### **Subsection 10.9 – Designated Parking Areas**

(a) Pool: Parking area is on the Pool Road north of Walden Meadow Road, and is available to residents and their pool guests during the period of pool usage. Parking overnight is not allowed.

(b) Meeting House and On The Green roadway: (*see subsection 16.3*)

(c) Recreation Courts: Lochview court parking area is designated for use of residents and their guests using the amenity, and not as alternate parking for residents. There is parking on Walden Meadow Road or at the pool for those using the Courts near the pool.

**Subsection 10.9.1 – Village.** Village has no designated parking areas. Has only private roads.

**Subsection 10.9.2 - Duplexes and Townhomes.** Spots in the designated parking areas are intended for visitors to the community and not for the use of permanent residents. They may be used temporarily by residents if need arises. Under no circumstances should residents park vehicles in designated parking areas for more than 48 hours in any given week.

(a) The parking areas on Jacobi are designated parking area for guests (first) and resident (second) unit owners on Rhodora Terrace and Jacobi.

(b) The parking areas on Last Leaf are for guests (first) and residents (second) of unit owners on Last Leaf.

- (c) The parking area at the southerly end of Scarlet is equally divided between Duplex and Townhome for guests (first) and Duplex and Townhome unit owners (second).
- (d) The remainder of the parking areas on Scarlet (1), Marble Faun (2), and Haskins (1) are for Duplex guests (first) and Duplex unit owners (second).

**Subsection 10.9.3 – Ridge.** The Ridge has no designated parking areas. Has only private roads.

**Subsection 10.9.4 – Woodmoor.** Outdoor storage or parking of recreational vehicles or boats is prohibited. Exceptions require AAI approval. Residents shall park their vehicles in driveways rather than on the street whenever reasonably possible.

## **Section 11: Communications and Privacy**

**Subsection 11.1 – An Email Mail System.** Participation in an email system used to inform the community is voluntary. Providing an email address constitutes permission to use that address for the expressed purpose of communicating within the community. The listing of email addresses and other information used for community communications is restricted to a limited number of members of the Communications Committee and/or the Property Management Company . Access to the email system is restricted.

**Subsection 11.2 – Further Use of the Email System for Official Communication from the Association.** The email system will be used to communicate certain notices to unit owners that are required by the Declaration, Bylaws or Rules. Unit owners are responsible for advising renters of the content of such required notices when applicable. See also section 11.4

**Subsection 11.3 – Privacy.** The Communications Committee and/or the property management company shall endeavor to keep all information, data, addresses, etc. protected, confidential, private, and used only for the purpose of communication within the community .

**Subsection 11.4 – The Community Website.** The website [www.waldenwoodsct.com](http://www.waldenwoodsct.com) is managed by the Communications Committee . Update access to the website is restricted. The website calendar shall be the means of communicating the date, time, and location of regularly scheduled meetings of the Conservancy Board, Council Boards and Committees as is required by the Declaration, By-Laws, and Rules. Notice of Special Meetings, Meetings of Notice and Comment, the Annual Meeting of Council Unit Owners and Annual Meeting of All Unit Owners shall be posted on the website calendar and communicated by the email system.

## **Section 12: General Recreation Rules**

**Subsection 12.1 – Limited to Occupants and Guests.** Recreational facilities, open space and woodland areas within the Common Elements are limited to the use of Unit Owners, their tenants,

occupants, and invited guests. All facilities are used at the risk and responsibility of the user. The user will hold the Conservancy harmless from damage or claims by virtue of such use.

**Subsection 12.2 – Identification of Occupants and Vehicles.** The Conservancy reserves the right to ask residents for photo identification when using the Common Elements. The Conservancy reserves the right to issue vehicle identification decals and require that they be affixed to vehicles parked in any area of the Common Elements.

**Subsection 12.3 – Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activity or behavior which unreasonably interferes with the permitted use or enjoyment of facilities by others is prohibited.

**Subsection 12.4 – Reserved Areas.** The Recreation and Social Committee, the Conservancy Board or the Property Manager may reserve specific portions of the Common Elements for limited times for Persons or groups. The Recreation and Social Committee, the Conservancy Board or the Property Manager may prioritize recreation facility usage in order to equitably apportion usage among the Unit Owners.

**Subsection 12.5 – Unit Owner Responsibility.** Unit Owners are responsible for violations or damages caused by the guests or residents of their unit.

**Subsection 12.6 – Ejection and Suspension from Facilities.** Any person or persons may be summarily ejected from a recreational facility by personnel of the Property Management Company or by designated agents of the Conservancy Board for the violation of these Rules within a facility. Any person or person may be suspended from the use of a facility for violation of these Rules, and/or nonpayment of assessments, until the time for Notice and Hearing concerning such violation, and thereafter suspended for the period established following such Hearing by the Conservancy Board.

**Subsection 12.7 – Proper Use of Facilities.** Recreational facilities will be used for the purposes for which they were designed and for no other purposes. Picnic areas, equipment, and surrounding areas will be properly used and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed and, where appropriate, customary safety equipment will be worn and used. All persons using recreational facilities in Walden Woods are required to police the area and leave it in a clean and orderly condition before leaving; failure to comply could result in the imposition of fines against Unit Owners sponsoring the use or limitations on future sponsorships by offending Unit Owners.

### **Section 13: Swimming Pool**

**Subsection 13.1 – Limitations on Use.** The maximum bathing load of the pool is 72 persons. The pool, pool area, showers and cabanas are for use by residents of Walden Woods. Guests are

permitted to use facilities when accompanied by a resident. The Conservancy Board reserves the right to restrict the use of the pool to residents only at any time. The Conservancy Board reserves the right to restrict the number of guests per residential unit at any time. Pool parties are not permitted, with the exception of those sponsored by the Recreation and Social Committee that are open to all residents. Residents must limit the number of their guests so as to allow residents, or residents with one or two guests, access to the pool. Violation of any pool rule shall serve as grounds for the immediate suspension of pool rights.

**Subsection 13.2 - Inclement Weather.** The pool will be closed in the event of inclement weather. The decision to close the pool because of inclement weather shall be at the discretion of Property Manager?? or the attendant on duty, if any, or the Conservancy Board.

**Subsection 13.3 - Lockers.** Lockers are provided in the cabanas for personal use. Users provide their own locks. At the conclusion of the season, locks must be removed and contents cleaned out. Management assumes no responsibility for personal property in the cabanas and may remove and destroy any locks and locker contents if not removed at the conclusion of the season.

**Subsection 13.4 - Sign In.** If a pool attendant is on duty, all residents must sign in themselves, their occupants, and any guests upon entering the pool area. If no attendant, and a sign in book is located near the entry gate, the same sign in is required.

**Subsection 13.5 - Diseased Persons.** Any person known or suspected of having a communicable disease is prohibited from using the pool. Persons having open blisters, cuts, etc. shall not to use the pool.

**Subsection 13.6 - Discharge into Pool.** Spitting, spouting water, blowing nose or discharge of bodily waste in the pool is strictly prohibited.

**Subsection 13.7 - Boisterous Activity.** Running and boisterous or rough play (except supervised water sports) are prohibited in the pool, pool area, showers and cabanas.

**Subsection 13.8 - Swimsuits Required.** Swimmers must wear swimsuits. No jeans or cutoffs are allowed in the pool. Swim diapers (those specifically made for that purpose) MUST be worn under bathing suits by everyone that is incontinent (regardless of age). . Everyone must be aware that state and local health regulations require that accidental discharge of human waste into the pool requires the pool to be closed immediately until further notice. See Subsection 13.16.

**Subsection 13.9 - Clean-up.** All persons are responsible for picking up after themselves and must comply with the directions of the pool attendant to keep the premises neat and safe.

**Subsection 13.10 - Pets and Certain Objects Prohibited.** Pets, glassware, knives, sharp objects and dangerous equipment are prohibited from the pool, pool area, showers and cabanas.

The pool area consists of the entire area enclosed by the fence around the pool and the outer walls of the cabanas.

**Subsection 13.11 – Supervision.** All non-swimmers must be accompanied by a responsible swimmer who shall be present in the pool area at all times that the person is in the pool area. There is no lifeguard on duty at any time. Persons using the facility do so at their own risk. Neither the Manager and its agents or employees, nor the Conservancy and its agents or employees, assume any responsibility for any accident or injury.

**Subsection 13.12 – No Diving.** Diving is not permitted at any time and in any area of the pool. All areas of the pool are shallow.

**Subsection 13.13 – Pool Hours.** Swimming pool hours will be set by the Conservancy Board and must be observed.

**Subsection 13.14 – Regulations of Town and State.** All rules and regulations of the Connecticut Department of Health and the Town of Windsor Health Department are incorporated herein by reference.

**Subsection 13.15 – Pool Attendant.** The Conservancy Board may designate a pool attendant or attendants from time to time. Each pool attendant, designated by the Conservancy Board, on duty has the authority to maintain order and enforce the Rules, including the power to eject persons from the pool, pool area and cabanas whenever he or she determines appropriate. The pool attendant is not a lifeguard and is not trained in life saving or first aid.

**Subsection 13.16 – Procedure for Immediate Closing of the Pool.** Procedures for immediate closing of the pool due to emergency, serious accident or event involving discharge into the pool and reporting of the same are posted at the pool and are to be followed explicitly by all residents.

**Subsection 13.17 – No Smoking.** Smoking, including vaping, is prohibited in the pool, pool area, showers and cabanas. The pool area consists of the entire area enclosed by the fence around the pool and the outer walls of the cabanas.

**Subsection 13.18 - Security Cameras.** Security cameras may be active outside and inside the swimming pool area. Recording devices may be located in secured areas. Routine access to security devices and recordings shall be limited to the property manager. The property manager shall handle any rules violations it observes in its usual and customary manner of notifying the offender(s) by mail, and advising the Conservancy Board by copy. No portion of any recording will be included with either the letter or the copy, nor will any copy of any recording be made by the property manager, except in the case of a security breach as cited below. If a fine is imposed by the Conservancy Board, the violator(s) shall have the right to review the recordings in private at the offices of the property manager as part of the Right to Appeal.



Recordings or any portions thereof shall only be reviewed by the Conservancy Board when there is a security breach that may involve law enforcement agencies and/or legal action. Such review will take place only in Executive Session of the Conservancy Board.

Cameras are not monitored. The Conservancy Board makes no representation or guaranty that cameras are recording, nor that recordings will be stored or otherwise available upon any request.

**Subsection 13.19 – Pool Gate Security System** In order to protect our investment in our most expensive amenity, the Board of Directors has implemented an electronic access system for the pool. This system controls access into the Pool which is limited to authorized users, and will allow the Board, when appropriate, to determine who is at the pool at a time when an incident of disruption or damage occurs. Unit owners, renters and their guests shall:

- (a) be aware of and respect the rights of other unit owners, residents and their guests to use the pool in an enjoyable and appropriately uninterrupted manner;
- (b) remember that use of the pool is limited to unit owners, occupants, properly approved renters, and their guests ONLY. All guests must be accompanied by a resident, as per subsection 13.1.
- (c) follow the clearly posted pool rules;
- (d) remember and understand that letting others into the pool area is strictly forbidden.

#### **Subsection 13.19.1 - Access Devices**

##### **(a) Obtaining Access Device for the Pool**

- 1. Each unit will be assigned only one access device. Unit owners may assign the device to properly approved renters. (See rules for renting)
- 2. Additional access devices will not be available, only one per unit will be issued due to cost and administrative maintenance.

##### **(b) Unit Owner Roles /Responsibilities**

- 1. Unit owners and residents may not share their devices with others for use at the pool.
- 2. Unit owners will be solely responsible for their devices. Only a unit owner may request a replacement device from the Property Management Company which will be responsible for the administrative deactivation of lost device and activation of a replacement device. (This includes renters who must work through their unit owner for device access, replacement and issues.)
- 3. Unit owners are responsible for reporting lost or stolen devices immediately to the Property Management Company.
- 4. Residents who find an access device should contact the Property Management Company for instructions on what to do with the device.
- 5. Unit owners are solely responsible for proper care and storage of the access device.
- 6. Failure to follow and comply with any and all rules outlined herein will result in revocation of a unit owner's access to the pool, and required return of the device.

7. Unit owners are responsible for the transfer of key fobs to a new owner at the time of closing the sale of a unit.
8. If a buyer does not obtain the pool FOB from the previous owner during the closing on the unit, the new owner may request a FOB from the property manager. For one time only a new FOB will be provided to the unit purchaser at no cost. The FOB of the previous owner will be disabled by the property manager.
  - a. Any request for a replacement pool FOB by a new homeowner who did not receive the FOB at closing must be made within one year (12 months) of their closing date

**(c) Property Management Company Responsibilities**

1. Shall maintain a Master list of access devices for the pool including owner name, contact phone number and or email for owner and/or contact phone number/email for properly authorized renter who is given access to the unit owner's device. Board Members will have access to this list when needed for Conservancy business.
2. Shall be responsible for keeping the master list current and will notify the Board of Directors as necessary of activity resulting from loss or replacement of devices from time to time.
3. Shall be responsible for administrative and technical duties associated with lost or stolen devices, replacement device requests, device failure issues and termination of device activation requests.
4. Shall designate one device for the use of the Pool Maintenance Individual currently under contract at no cost to the Vendor.

**(d) Access Device Issues and Problems**

1. Lost access devices can be replaced for a non-refundable fee of \$100.00, payable by the unit owner. This will entail *deactivation* of the assigned device and reassignment of a new device. (The old device will no longer work) If the old device is located it should be returned to Elite or to a member of the current Board of Directors for reuse by the community.
2. In the event that a device is stolen, submission of a police report properly filed with the local authorities may result in a waiver or reduction of the replacement fee.
3. In the event that an assigned device does not work, the Property Management Company will replace the device at no cost to the unit owner as soon as is practicable, and only after having received the damaged device from the unit owner.
4. If a device is lost, stolen or no longer works:
  - a. The Unit owner should contact the Property Management Company regarding the missing or nonfunctioning unit.
  - b. The Property Management Company should respond to the unit owner within one (1) business day with:
    - 1) a plan for immediate replacement for a non-functioning device at no cost; however the non-functioning unit must be returned to Elite within 30 days or a charge of \$100 for the device will be applied to the Unit OR

- 2) a plan for replacement of the lost or stolen device to be mailed to the unit owner within one (1) business day of receipt of payment for the replacement device, but only during regular business hours.
- c. Devices shall be mailed to the unit owner either at their regular mailing address or to the Unit only. Replacement units will be sent to the unit owner by registered mail, or the Unit Owner may arrange to pick up the device from the Property Manager.

#### **Section 14: Recreation Courts (aka "Tennis", "Pickleball" courts)**

**Subsection 14.1 - Scheduled Play.** Limitations on times of play and sign-up procedures may be adopted from time to time by resolution of the Conservancy Board, by vote of the Recreation and Social Committee or by the Property Manager.

**Subsection 14.2 - Surface Protection.** Players must wear soft sole, non-marking shoes on the courts. The playing surface will not be mistreated and hard objects will not be placed, thrown or struck on the courts.

**Subsection 14.3 - Manners.** Conduct will be such as to minimize interference with play.

**Subsection 14.4 - Supervisors.** The Conservancy Board or Property Manager may designate a person or persons to supervise the recreation courts from time to time. All persons on the courts will adhere to the directions of the designated person or persons, who shall have the power to eject persons from the recreation courts whenever he or she determines it is appropriate.

**Subsection 14.5 - Pets and Certain Objects Prohibited.** Pets, glassware, sharp objects, and dangerous equipment are prohibited from the recreation court areas. Players must remove all their debris and belongings when leaving the recreation court areas. The recreation court areas consist of the entire area enclosed by the fence around the recreation courts.

**Subsection 14.6 - Limited Use.** Use of the recreation courts is authorized for the sole purpose of those recreational activities for which the court is lined or for which equipment is constructed. No other use of the recreation courts is permitted unless authorized by vote of the Conservancy Board for a specific purpose for a defined period of time or by a rule change allowing certain alternative uses.

**Subsection 14.7 - No Smoking.** Smoking, including vaping, is prohibited in the recreation courts as enclosed by the fencing.

## **Section 15: Recreational Use of Wetlands, Ponds and Hiking Trails**

**Subsection 15.1 – Recreational Use of Wetlands and Ponds is Restricted.** There are wetlands areas including two ponds and two vernal pools in Walden Woods. Use of all wetlands areas must conform to such Federal, State of Connecticut and Town of Windsor laws and regulations as may be in effect at the time of use. They must also conform to the stipulations included in the insurance carrier policies carried by the Community that apply to these amenities.

**Subsection 15.2 – Recreational Use of Vernal Pools Is Prohibited.** Vernal pool # 1 is located south of Walden Meadow Road and west of the meadow on Marshall Phelps Road. Vernal pool #2 is located south of the Marble Faun Lane cul-de-sac and partly in the industrial buffer set-back area. The vernal pools and the wetland areas surrounding them are not to be used for active recreational purposes of any kind.

**Subsection 15.3 – Recreational Use of Ponds Is Prohibited.** The Small Pond (Little Walden) is located between the swimming pool and the parking area north of Walden Meadow Road.- The Large Pond (Big Walden) is approximately 2.2 acres located southeasterly from Walden Meadow Road and between Marble Faun Lane and Scarlet Lane.

Prohibited activities include:

- ice skating
- ice fishing
- swimming
- wading
- boating propelled by engines or motors
- boating by paddles or oars
- boating propelled by wind
- fishing of any kind by anyone

**Subsection 15.4 – Hiking Trails.** The hiking trails are Common Elements to be used for hiking, snow shoeing and skiing. Use of motorized vehicles of any kind, including but not limited to snowmobiles, motor cycles, dirt bikes and off-road vehicles is prohibited. The use of all bicycles is prohibited. Smoking is prohibited on the hiking trails.

**Subsection 15.5 – Pond Patio at Big Walden Pond.** The stone patio and benches at Big Walden Pond is a Common Element available to all residents. Smoking and vaping are prohibited on the patio and in the patio area.

## **Section 16: Meeting House**

**Subsection 16.1 – Rental of the Meeting House.** The Meeting House is a Common Element available to rent by Unit Owners, unit renters and individuals or organizations sponsored by a Unit

Owner or renter. There is a fee for use and a security deposit is required. The Unit Owner or renter as a sponsor must be present at the event. Rental rates are determined by the Conservancy Board of Directors. A contract must be signed for the rental. The contract and other information is available at [www.waldenwoodsct.com](http://www.waldenwoodsct.com). Specific rules and procedures that apply to the rental are also available at that website. The Conservancy reserves the right to restrict the number of rentals or to close certain dates to rental.

**Subsection 16.2 - Use of the Meeting House.** The Meeting House may be reserved for Conservancy, Council, and Committee meetings and for community activities by contacting the Chairperson of the Meeting House Committee. All reservations will be posted on the calendar at [www.waldenwoodsct.com](http://www.waldenwoodsct.com).

**Subsection 16.3 - On the Green roadway.** On the Green is a private road. It is a designated fire lane. Parking is prohibited on the roadway at all times.

**Subsection 16.4 - Meeting House Parking.** The two parking lots adjacent to the Meeting House are for Meeting House events only. Parking is also available on the public roads of Hawthorne, Thoreau Circle, Mercer, Pierce, and Walden Meadow.

**Subsection 16.5 - No Smoking.** Smoking and vaping are prohibited in the Meeting House.

## **Section 17: Community Garden**

**Subsection 17.1 - Garden.** The Walden Woods Community Garden is organized by a committee headed by a Garden Committee Chairperson. The garden is available to residents annually. A fee is charged. The committee shall provide notice of the signup period and deadlines to the community through the Communications Committee.

The Community Garden is a Common Element created by The Conservancy. The operation of the Community Garden is to be self-sustaining and is not part of the Conservancy operating budget. As such, applications, fees and rules specific to the operation of the garden are the purview of the Garden Committee. Operating costs are to be covered solely by the user fees. Smoking and vaping are prohibited in the Community Garden.

**Subsection 17.2 - Notice, Signup, Application and Assignment.** For garden procedures please refer to: <https://www.waldenwoodsct.com/about-us/amenities/communitygarden/>

## **Section 18: Use of Generators**

### **Subsection 18.1 – Generators. Rules for installation of Generators.**

- a) Any required Town of Windsor permits and approvals must be secured by the homeowner. An AAI is required for installation of a generator, and must include proof of current insurance coverage for generator use.
- b) All generators must be connected to the home's electrical system by a transfer switch that meets applicable laws, building code requirements and manufacturer specifications. It is illegal and dangerous to turn off a main breaker and back feed a home's electrical system with a generator.
- c) Stationary generators must be installed on a suitable pad in an area which seeks to reduce noise, exhaust and visibility to other homes. The proposed location of any generator must be specified in the AAI application.
- d) Stationary generators must be powered by the home's source of natural gas and supply lines must meet the specifications of the natural gas provider (currently Connecticut Natural Gas Company). Homeowners must comply with all gas provider inspection and certification requirements.
- e) Renters must secure homeowner approval for use or installation of a generator and the homeowner must sign the AAI application.

### **Subsection 18.2 – Rules for Operation of Generators.**

- a) A Unit Owner's Homeowners Insurance must allow the use of a generator. The policy must provide coverage for a home with a generator. Unit Owners will comply with all requirements of the insurance carriers for the Conservancy.
- b) All manufacturer specifications, guidelines, recommendations and instructions must be adhered to for use of the generator and all wires or cables used to connect the generator to the home's electrical system and to auxiliary devices. This includes the use of a transfer switch, as referred to in section 18.1.a above.
- c) A properly charged and certified ABC fire extinguisher must be located in close proximity to portable generators.
- d) Portable generators must not be operated in a basement, in a garage, or near a window. Portable generators connected directly to any electrical device must use properly sized wire for the output of the generator.
- e) Generators must not exceed 72 decibels at 100% load as rated by the manufacturer or a government accredited rating agency.

## Section 19: Rules Specific to Individual Councils

**Subsection 19.1 – Council Specific Rules.** An individual Council may propose a Rule, an addition, change, deletion, exception or limited exception to a Rule. After Notice and Comment, such a Rule will apply only to that Council. The Council Board of Directors shall vote to present the proposed specific Rule for its Council to the Standards Committee. If approved by the Standards Committee, the proposed Rule shall be presented to the Conservancy Board. If rejected by the Standards Committee, the Council shall have the same Right of Appeal to the Conservancy Board as a Unit Owner.

If a proposed Rule is approved by vote of the Conservancy Board, the proposed Rule shall be presented to Unit Owners of that Council for Notice and Comment. The Conservancy Board may, at its option by majority vote, elect to include all Unit Owners in the Notice and Comment. The Rule is then enacted by majority vote of the Council Board and subsequent majority vote of the Conservancy Board.

## Section 20: Rules Specific to Village Council

There are three categories of structures in the Village Council:

**Detached** – units that are clearly separated from other units

**Attached** – pairs of units that contain exterior surfaces with no observable vertical separation between the Units (*these units are listed in subsection 24.1*)

**Adjoined** – pairs of units where one garage adjoins another, but which contain exterior surfaces with observable vertical separation between the Units (*these units are listed in subsection 24.xx – TLM: have asked Marilyn to get me a list*)

### **Attached Homes Sections 20.1 - 20.5 and Adjoined Homes Section 20.6**

**Subsection 20.1 – Special Rules for Attached Village Homes with Exterior Surfaces in the Same Vertical Plane.** Eight (8) attached Village Homes (identified below) contain exterior surfaces with no observable vertical separation between the Units. The rules of this section are intended to promote a uniform and attractive appearance of those surfaces. The affected Units, all of which abut between their garage doors in the same vertical plane, are:

- a) 147 Pierce Boulevard and 151 Pierce Boulevard. Both garage doors and the front door of 147 Pierce Boulevard face Pierce Boulevard.
- b) 539 Hawthorne Lane and 139 Pierce Boulevard. Both garage doors and the front door of 539 Hawthorne Lane face Hawthorne Lane.
- c) 503 Hawthorne Lane and 330 Mercer Lane. Both garage doors and the front door of 503 Hawthorne Lane face Hawthorne Lane.

- d) 338 Mercer Lane and 342 Mercer Lane. Both garage doors and the front door of 338 Mercer Lane face Mercer Lane.

**Subsection 20.2 – Uniformity of Appearance.** All exterior surfaces that are in the same vertical plane must have the same siding. All garage doors, trim and exterior fixtures in the same vertical plane must be uniform. These rules apply regardless of Unit boundaries.

**Subsection 20.3 – Unit Owner Responsibilities.** The Unit Owners of the Units with front doors and garage doors facing the same street shall be primarily responsible for painting, staining and maintaining the exterior siding in the vertical plane containing the garage doors. Each Unit Owner shall maintain, repair and replace the garage door, trim and fixtures belonging to the respective Unit Owner. For repairs outlined in this section, Unit Owners shall determine an equitable allocation of costs between them.

**Subsection 20.4 – Applications to the Standards Committee.** AAI applications may be made to the Standards Committee by both Attached Unit Owners jointly or by either Attached Unit Owner separately. Unit Owner of an Attached Unit is responsible for notifying the other Attached Unit owner of AAI submission and shall note on AAI that other unit owner has been notified. Ideally, both Unit Owners should perform above listed repairs and maintenance at the same time. In all cases, both Attached Unit Owners shall be afforded an opportunity to be heard by the Standards Committee. Any adverse decision of the Standards Committee on the application shall be subject to appeal to the Conservancy Board by either or both Attached Unit Owner(s).

**Subsection 20.5 – Voluntary Adjustments.** Nothing in these Rules shall prohibit Attached Unit Owners from apportioning the expense of changes or maintenance based on ownership of the surfaces affected or on any other basis upon which they may agree.

**Subsection 20.6 – Village Units with Adjoined Garages.** Village Units where one garage adjoins another, but which contain exterior surfaces with observable vertical separation between the Units,

14 Adjoined Units (joined at the garage):

Knollwood South: 105 & 107  
Morning Glory: 141 & 143, 144 & 146  
On the Green: 3 & 5, 4 & 6  
Hawthorne: 515 & 519, 523 & 527

## **Section 21: Rules Specific to All Village Council Units**

**Subsection 21.1 - Uniformity of driveways.** Driveways in the Village Council that have been repaved by the Council are not to be sealed or coated by unit owners. Unit Owners with driveways



that have not been repaved may enter an AAI for approval to seal at their expense. If it is sealed, it must be maintained and kept in good appearance.

**Subsection 21.2 - Exterior of units to be kept in good repair.** The exterior of Village Council units are to be kept in good repair. Roofs and siding are to be free of mold, mildew, moss and lichen. Gutters are to be kept clean and in working order. Siding and siding paint or stain is to be free of peeling, rot, or excessive discoloration.

**Subsection 21.3 - Limited Common Elements.** The Limited Common Elements assigned to a Village unit are to be maintained by the unit owner. The areas inside the fence which defines the Limited Common Element is to be well maintained. Plantings, trees, shrubs, etc. in the Limited Common Element are the responsibility of the unit owner. The Limited Common Elements are not to be used for storage. See also Section 27: Landscaping.

**Subsection 21.4 - Front Doors, Storm Doors and Garage Doors for Village Council Units.** Front Doors, Storm Doors and Garage Doors must comply with the following standard:

- a) Front Doors shall match the existing six panel style and may be made from Wood, Steel, or Composite Material.
- b) Front Doors that are stained shall be clear coated in a satin or semi-gloss finish.
- c) Front door stain color shall be original brown/tan. The color of painted doors shall be Brown, Red, or White, where other colors can be approved by the standards committee as part of the AAI.
- d) Front Storm doors and screen doors are to have a White, Black, or Brown frame except for the lever and kick plate.
- e) Front Storm doors and screen doors shall be a Full view door which contains a single, continuous pane of glass. Front Screen doors may have one horizontal bar, as provided by the manufacturer, at the approximate vertical midpoint of the door.
- f) An acceptable alternative to Rule (e):
  - A Self-Storing storm door that can have one horizontal bar, as provided by the manufacturer.
  - A brown stained wood screen door with a black wire mesh screen may be installed when approved by the standards committee as part of the AAI.
- g) Garage Doors (wooden) are to have a Rough Saw Finish. Metal doors have been approved as well as the original wooden panel doors. If the metal is specified on the AAI, the door is to have a rough textured surface. Metal doors must be paintable so that color can be matched to original or an approved color.

Notes:

- 1) An AAI is required for the replacement of the front or screen door, staining or painting of the front door where the color of the door is going to be changed.

- 2) Any door that does not meet the requirements in this section will be grandfathered in their existing state. Any grandfathered door that is replaced will have to meet the requirements of this section.

**Subsection 21.5 - Mailboxes.** Mailboxes will be maintained by the Village Council. The Village Council will maintain and replace mailboxes, stands or enclosures, posts and numbers on a schedule determined by the Council Directors. A standard has been set so all are uniform. Mailboxes shall be metal. Color shall be black. Numbers shall be uniform. Those within a wall will be secured and set at a uniform depth. Those with wooden posts: the posts shall be 4X4 pressure treated with finial top, lateral arm with triangular support underneath the arm. Posts are not to be painted and are left to weather. Posts will be set at a uniform height and distance from the curb. Mailboxes on posts are not permitted On the Knoll.

**Subsection 21.6 - Siding and roofs.** Siding and roofs must conform to a selection of approved colors currently existing within the Village and approved by Standards Committee.

**Subsection 21.7 - One Way Roads.** Knollwood, Knollwood North and Knollwood South are one way roads as marked.

**Subsection 21.8 - Shutters Prohibited on Village Homes.** Shutters are prohibited on all Village Units except the Unit at 151 Pierce Boulevard which is grandfathered.

**Subsection 21.9 - Fence Washing.** If the common element and/or limited common element fences are washed by a contractor as approved by the Village Council board, all fences will be washed. No chemicals will be used. Fences will be washed on all sides. Due care will be taken not to damage any plantings or articles within the limited common element, but the Village Council is not responsible should any such damage occur. General notice will be given to all Unit Owners prior to fence washing.

**Subsection 21.10 - Doorbell cameras.** Doorbell cameras are allowed in the Village Council. Such cameras are to be placed on the vertical surface under the front porch and specifically prohibited from being placed on the pillars, posts and railings.

**Subsection 21.11 - Security cameras.** Security cameras are allowed in the Village Council. Cameras are to be mounted in as inconspicuous location as is practical.

**Subsection 21.12 - Replacement Windows.** The Declaration states in Section 10.13 - Architectural Restrictions (a), ..... "the architectural style of each home shall be consistent with the project's New England traditional motif." ..... The "New England motif" will be defined in terms of consistency with details of buildings built by the Declarant. Roof lines, trim, natural wood or brick siding, window shapes and types with functional mullions, porches, stoops, chimney styles, and the

palette of colors used on the original buildings will be maintained. Therefore, all replacement windows must be the same type as the original double hung with grids or casement with grids.

**Subsection 21.13 - Window grids.** All street facing windows (front and side) that originally had grids are to have grids as part of any new replacement of windows approved through the AAI process.

## **Section 22: Rules Specific to Duplex Council**

**Subsection 22.1 - Storm Doors.** Purchase and maintenance of exterior storm doors, with or without screens, will be the responsibility of the individual unit owner. Storm doors must comply with the following standards:

- a) Match the approved paint color of the exterior door. White for Duplexes
- b) Front Storm doors and screen doors shall be a "full view" door which contains a single, continuous pane of glass (or screen) without etchings, beveled edges, or other decorative patterns, or a split door with a slidable screen.
- c) Storm door must have clear, fully see-through upper panel, that allows full view of the House number on the front door. The house number position on the door may not be altered to accommodate a storm door.
- d) Front Storm doors shall not have cross bars, struts or wire mesh, etc. Front Screen doors may have one horizontal bar, matching the screen door frame, as provided by the manufacturer, at the approximate vertical midpoint of the door.
- e) An AAI is required. Doors must not be installed until approval is received.

By approval of the Conservancy Board, doors on certain units are grandfathered. The list is on file with the Property Management Company.

### **Subsection 22.2 - Retractable Awnings.**

- a) AAI process is to be followed.
- b) All awnings must be the SunSetter brand awning
- c) All awnings must be SunSetter Woven Acrylic Fabric color #5943 Red Brick
- d) All awnings must be a minimum of 10 feet wide
- e) All awnings must be installed 9 feet high from the floor of the deck
- f) No awning may fall outside the perimeter of the deck
- g) No awning may be affixed to the roof
- h) Grant model homes (Duplex) may not have awnings as there is no area above the bay window that an awning can be affixed to.
- i) Awnings may be manual or motorized

- j) Awnings may have an aluminum or plain hood
- k) All awnings must be stored in hood between November 15 and April 15 to protect fabric from ice and snow
- l) Any individual or vendor installing the awning must comply with ALL SunSetter installation requirements including number of bolts required per square foot of awning
- m) All awnings must be in working condition at all times. Any awning not operable must be repaired within 30 days or face \$25/day fine
- n) Any awning with damaged fabric must be replaced within 30 days or face a \$25/day fine
- o) Standards Committee will have final determination as to whether an awning is in need of repair. The Unit Owner has 30 days to have the awning fixed from date of written notification or face \$25/day fine.
- p) If an owner decides they no longer want the awning, the owner must restore the siding area where the awning was attached to its original condition and the new siding must match in color and quality to the original siding. Owner must restore within 30 days of removal or face \$25/day fine. An AAI is required for removal.
- q) If an owner sells their home and the buyer does not want the awning, the owner must restore the siding area where the awning was attached to its original condition and the new siding must match in color and quality to the original siding. Removal and restoration must take place prior to closing. An AAI is required for removal.
- r) If an owner sells their home and the buyer wants the awning, the owner must provide a copy of the awning AAI document to the buyer. The buyer must sign a copy of the document and submit to the Property Management Company within 10 days of closing or buyer faces a \$25/day fine. (see also Section 7.5 Obligation to Convey)
- s) A damaged awning or any property damaged by awnings is not covered by the Walden Woods Master Insurance Plan.
- t) Any and all costs associated with awnings and awning equipment (purchase, installation, damage, replacement, damage to any property, etc.) are the sole responsibility of the unit owner.
- u) The Property Management Company may be consulted for preferred suppliers and/or installers.

**Subsection 22.3 – Grills.** Only tank propane or natural gas grills properly connected to the unit's gas source are permitted on decks. Any grill or other device connected to the natural gas supply requires an AAI, Town of Windsor permit, and inspection by the gas company. Wood, charcoal, or solid fuel burning grills, chimneys, etc. are prohibited. Fire Pits of any kind are

prohibited, regardless of fuel type (wood, charcoal, propane, etc.). All grills must comply with the CT State Fire Code.

**Subsection 22.4 – Mailboxes.** Mailboxes on posts are not permitted in front of Duplex Units. Mail is to be delivered to the established common locations.

**Subsection 22.5 - Doorbell cameras.** Doorbell cameras are allowed in the Duplex Council. Such cameras are to be placed on the vertical surface under the front porch and specifically prohibited from being placed on the pillars, posts and railings.

Resident must submit an AAI for Standards Committee review and approval prior to installation of a Doorbell or Security Camera.

**Subsection 22.6 - Security cameras.** Security cameras are allowed in the Duplex Council. Cameras are to be mounted in as inconspicuous location as is practical.

Resident must submit an AAI for Standards Committee review and approval prior to installation of a Doorbell or Security Camera.

**Subsection 22.7 – Deck Stairs Standards for Duplex Council.** The following standards must be followed for the addition and maintenance of deck stairs by Unit Owners in the Duplex Council. All deck stair construction must be in accordance with current International Residential Code (IRC) requirements.

**Subsection 22.8 – General Stipulations and Requirements for Decks in Duplex Council.**

- a) In the event that a statute is passed in the future prohibiting deck stairs in the Duplex Council, and the statute does not allow grandfathering for then-existing deck stairs, the Unit Owner agrees to remove the deck stairs at the Unit Owner’s sole expense and return the area to its original state.
- b) Duplex Unit Owners declare ownership of the deck stairs, landings, and gates and understand that the maintenance of the deck stairs, landings and gates is the responsibility of each Unit Owner including maintenance, staining, sealing and structural integrity. In addition, the Unit Owner understands that any associated costs such as possible management fees related to bookkeeping, etc. are the responsibility of the Unit Owner.
- c) Duplex Unit Owners are advised to check with the insurance company that provides coverage for the Unit to assure that the deck stairs are included in their policy under personal property in the Dwelling Clause.
- d) If the Unit is sold, the owner is responsible to include a disclosure clause in the resale package that clearly states the responsibilities the buyer has regarding the deck stairs. (see Section 7.5 Conveyance)
- e) All deck stairs and rails must be per the vendor selected by the Property Manage. Decking must be TREX Select Saddle decking, and railing and gating must be composed of Titan Select White Vinyl rails or equivalent.
- f) Only the selected vendor may cut the existing rails, remove any finish, and build and install new stairs or gates.

- g) A building permit from the Town of Windsor is required before construction commences. Property Manager will work with approved vendor to ensure that all necessary approvals are obtained.

**Subsection 22.9 – Ground level (non-walkout) Decks – Straight Flight Design.**

- a) All deck stair units, including landing pad, will not come within ten (10) feet of the plane line between adjoining or adjacent Duplex Units.
- b) All deck stair units must be 42 inches wide.
- c) OPTIONAL: A gate may be included at the top of the deck stairs and must be designed, constructed and installed by the vendor selected by the Property Manager.
- d) Landing pads must be constructed of concrete with stringers resting on landing pad. Landing pads must be gray in color. Ground level decks must have a landing area that is at least as wide as the stairs.

**Subsection 22.10 – Upper-level Decks.**

There are two types of deck stair configurations for Upper-level Decks. The first has stairs that follow a Straight Flight design, similar to that described above for Ground-level Duplex units. The second type of design consists of a landing that is added to the deck so as to allow the stairs to point back towards the unit, following a parallel path alongside the deck. Each of these is explained separately below.

**Subsection 22.10.1 – Upper-level Decks, Straight Flight Design.**

- a) All deck stair units, including landing pad, will not come within ten (10) feet of the plane line between adjoining or adjacent Duplex Units.
- b) OPTIONAL: A gate may be included at the top of the deck stairs and must be designed, constructed and installed by the vendor selected by the Property Manager.
- c) Landing pads must be constructed of concrete with stringers resting on landing pad. Landing pads must be gray in color. Landing pad will be at least as wide as the stairs.

**Subsection 22.10.2 – Upper-level Decks, Landing with Straight-Flight Design.**

- a) A landing area, approximately 42 inches by 42 inches, must be constructed as an addition and securely attached to the outside of the existing deck. Landing area will be constructed next to the outside face of the existing unit. Excavation is required and Unit Owner is responsible for returning the excavated area to its original state. (i.e., replacing sod and existing landscaping materials)
- b) Landing area or any of its components, must not be attached in any way to the existing unit. (See IRC for free-standing decks)
- c) Stairs will be constructed from the top of the landing area and extend parallel (away from the Unit) to the existing deck in straight-run design.
- d) All deck stair units, including landing pad, will not come within 10 feet of the plane line between adjoining or adjacent Duplex Units.

- e) OPTIONAL: A gate may be included at the top of the deck stairs and must be designed, constructed and installed by the vendor selected by the Property Manager.
- f) Landing pads must be constructed of concrete with stringers resting on landing pad. Landing pads must be gray in color. Landing pad will be at least as wide as the stairs.

**Subsection 22.11 – Standard for Duplex Council Patio Pavers or Concrete.**

Patio Pavers or Concrete may be installed at Duplex homes subject to the following guidelines. The guidelines are set in accordance with the Duplex residents to ensure continuity and uniformity of the homes in our community. An approved AAI Form is required before any work can begin. Patios are installed at the owner’s expense. Ongoing maintenance, repair or replacement is the owner’s responsibility. If the Unit is sold, the owner is responsible to include a disclosure clause in the resale package that clearly states the responsibilities the buyer has regarding the deck stairs. (see Section 7.5 Conveyance)

**Subsection 22.11.1 – Pavers.**

- a) The dimensions of the patio are 10' x 8" and 16' x 9" or the Footprint of the Deck, whichever is smaller.
- b) The Pattern is number 24 and is Named - Beacon Hill Blend. This pattern is recognized by multiple companies, and has been chosen to complement the existing brick in the homes.
- c) The Border of the patio is solid.
- d) Madison and Franklin units have a door that comes out to the patio from the house, so additional pavers are not allowed.
- e) Grant and Hamilton units have a door that is not under the deck, so the pavers can be extended from the door to the patio under the deck.
- f) The patio must be maintained by the owners so that it does not detract from the looks of the community.
- g) Vendors installing the pavers need to comply with these standards.
- h) Sample of paver pattern may be obtained from the Property Management Company.

**Subsection 22.11.2 - Concrete**

- a) The dimensions of the patio are 10' x 8" and 16' x 9" or the Footprint of the Deck, whichever is smaller.
- b) The color of the patio can be the original gray concrete or stained with Sherwin Williams Red Terrazzo Tile # HC102. The color has been chosen to complement the existing brick in the homes.
- c) Madison and Franklin units have a door that comes out to the patio from the house, so additional concrete is not allowed.

- d) Grant and Hamilton units have a door that is not under the deck, so additional concrete can be extended from the door to the patio under the deck.
- e) The patio must be maintained by the owners so that it does not detract from the looks of the community.
- f) Vendors installing the pavers need to comply with these standards.

### **Section 23: Rules Specific to Townhome Council**

**Subsection 23.1 – Storm Doors.** Purchase and maintenance of exterior storm doors, with or without screens, will be the responsibility of the individual unit owner. Storm doors must comply with the following standards:

- a) An AAI is required and standards committee approval prior to installation.
- b) Front storm doors shall be black in color, full view style which contains a single, continuous pane of clear glass or interchangeable insect screen. Glass shall be clear without etchings, beveled edges, or other decorative patterns. Hardware shall be traditional brass finish.
- c) Acceptable alternate front storm door shall be the full view style with a retractable half insect screen which contains one narrow horizontal cross bar. Same specifications apply as described in paragraph (b) above.
- d) For units with rear doors to decks, the same storm door requirements apply as in paragraph (b) or (c) except that a retractable, screen only sliding door may be installed (Example: Anderson Luminare or equal). As this frame is fastened to the white door trim the approved color shall be white only.

By approval of the Conservancy Board, doors on certain units are grandfathered. The list is on file with the Property Management Company.

**Subsection 23.2 – Garage Doors.** Any Garage Door Replacements Shall Be As Follows:

- Insulated Steel Embossed, Segmented Door, Colonial Short Traditional Panel Style, Color White.

**Subsection 23.3 – Retractable Awnings.**

- a) AAI process is to be followed.
- b) All awnings must be the SunSetter brand awning
- c) All awnings must be SunSetter Woven Acrylic Fabric color #5943 Red Brick
- d) All awnings must be a minimum of 10 feet wide
- e) All awnings must be installed 9 feet high from the floor of the deck



- f) No awning may fall outside the perimeter of the deck
- g) No awning may be affixed to the roof
- h) Awnings may be manual or motorized
- i) Awnings may have an aluminum or plain hood
- j) All awnings must be stored in hood between November 15 and April 15 to protect fabric from ice and snow
- k) Any individual or vendor installing the awning must comply with ALL SunSetter installation requirements including number of bolts required per square foot of awning
- l) All awnings must be in working condition at all times. Any awning not operable must be repaired within 30 days or face \$25/day fine
- m) Any awning with damaged fabric must be replaced within 30 days or face a \$25/day fine
- n) Standards Committee will have final determination as to whether an awning is in need of repair. The Unit Owner has 30 days to have the awning fixed from date of written notification or face \$25/day fine.
- o) If an owner decides they no longer want the awning, the owner must restore the siding area where the awning was attached to its original condition and the new siding must match in color and quality to the original siding. Owner must restore within 30 days of removal or face \$25/day fine. An AAI is required for removal.
- p) If an owner sells their home and the buyer does not want the awning, the owner must restore the siding area where the awning was attached to its original condition and the new siding must match in color and quality to the original siding. Removal and restoration must take place prior to closing. An AAI is required for removal.
- q) If an owner sells their home and the buyer wants the awning, the owner must provide a copy of the awning AAI document to the buyer. The buyer must sign a copy of the document and submit to the Property Management Company within 10 days of closing or buyer faces a \$25/day fine. (see also Section 7.5 Obligation to Convey)
- r) A damaged awning or any property damaged by awnings is not covered by the Walden Woods Master Insurance Plan.
- s) Any and all costs associated with awnings and awning equipment (purchase, installation, damage, replacement, damage to any property, etc.) are the sole responsibility of the unit owner.
- t) The Property Management Company may be consulted for preferred suppliers and/or installers.

**Subsection 23.4 - Grills.** Only tank propane or natural gas grills properly connected to the unit's gas source are permitted on decks. Any grill or other device connected to the natural gas supply requires an AAI, Town of Windsor permit, and inspection by the gas company. Wood, charcoal, or solid fuel burning grills, chimneys, etc. are prohibited. Fire Pits of any kind are

prohibited, regardless of fuel type (wood, charcoal, propane, etc.). All grills must comply with the CT State Fire Code.

**Subsection 23.5 – Mailboxes.** Mailboxes on posts are not permitted in front of Townhome Units. Mail is to be delivered to the established common locations.

**Subsection 23.6 - Doorbell cameras.** Doorbell cameras are allowed in the Townhome Council. Such cameras are to be placed on the vertical surface under the front porch or on the entry door if wireless design. Doorbell cameras are specifically prohibited from being fastened to the fiberglass columns or any brick veneer surfaces.

Resident must submit an AAI for Standards Committee review and approval prior to installation of a Doorbell or Security Camera.

**Subsection 23.7 - Security cameras.** Security cameras are allowed in the Townhome Council. Cameras are to be mounted in as inconspicuous location as is practical.

Resident must submit an AAI for Standards Committee review and approval prior to installation of a Doorbell or Security Camera.

**Subsection 23.8 – Fire Sprinkler Systems.** Townhome Units with fire sprinkler systems are subject to an annual inspection by an inspection company contracted by the Townhome Council or the Conservancy Board. Unit Owners with basements where control units are located are required to make their unit and basement available for entry with reasonable notice from the Property Management Company. Failure to do so may result in a charge against the Unit Owner should the inspection company impose a trip fee for returning to complete inspection. The annual inspection is a mandatory fire ordinance.

**Subsection 23.9 – Deck Stairs Standards for Townhome Council.** The following standards must be followed for the addition and maintenance of deck stairs by Unit Owners in the Townhome Council. All deck stair construction must be in accordance with current International Residential Code (IRC) requirements.

**Subsection 23.10 – General Stipulations and Requirements for Decks in Townhome Council.**

- a) In the event that a statute is passed in the future prohibiting deck stairs in the Townhome Council, and the statute does not allow grandfathering for then-existing deck stairs, the Unit Owner agrees to remove the deck stairs at the Unit Owner's sole expense and return the area to its original state.
- b) Townhome Unit Owners declare ownership of the deck stairs, landings, and gates and understand that the maintenance of the deck stairs, landings, and gates is the responsibility of each Unit Owner including maintenance, staining, sealing and structural integrity. In addition, the Unit Owner understands that any associated costs such as possible management fees related to bookkeeping, etc. are the responsibility of the Unit Owner.

- c) Townhome Unit Owners are advised to check with the insurance company that provides coverage for the Unit to assure that the deck stairs are included in their policy under personal property in the Dwelling Clause.
- d) If the Unit is sold, the owner is responsible to include a disclosure clause in the resale package that clearly states the responsibilities the buyer has regarding the deck stairs. (see Section 7.5 Conveyance)
- e) Unit Owners understand the possible excavation may be needed for either their own Unit or their neighbor's Unit depending upon topography. Unit Owners understand that the current uniform appearance of all decks will be altered by the addition of deck stairs to some of the Units.
- f) The choice of contractor used and the amount spent on the deck stairs is strictly the individual Unit Owner's option.
- g) It is the Unit Owner's responsibility to see that the standards and specifications set by the Townhome Council for the deck stairs are adhered to and an AAI is submitted to the Property Management Company for Standards Committee approval, prior to construction. Failure to do so will result in the removal of the deck stairs at the Unit Owners expense.
- h) Unit Owners are advised that they must obtain a building permit from the Town of Windsor before construction commences.

**Subsection 23.11 – Ground level (non-walkout) Townhome Units – Straight Flight Design.**

- a) All deck stair units, including landing pad, will not come within ten (10) feet of the plane line between adjoining or adjacent Townhome Units.
- b) All deck stair units must be 42 inches wide.
- c) Construction material of deck stairs must be of the same material of existing deck material.
- d) Stair unit must be stained to color of existing deck at owner's expense.
- e) Stairs must include two railings and must include matching railing and balusters to that of existing deck in material, size and dimension. Balusters must be attached to the outside of stringers. Railings must extend the entire length of the stair flight.
- f) Stair tread and riser dimensions must be in accordance to IRC.
- g) OPTIONAL: A gate may be included at the top of the deck stairs, which gate must match existing rail and balusters of existing deck. An inside gate latch must be installed on the gate to secure gate to deck railing. Gate may be either a right or left operation. All hardware (latch and hinges) must be black in color.
- h) Deck stairs must be securely attached, as an addition, to existing deck in accordance to the IRC.
- i) Landing pads must be constructed of concrete with stringers resting on landing pad. Landing pads must be gray in color. Ground level decks must have a landing area that is at least as wide as the stairs.

### **Subsection 23.12 – Walk-out Townhome Units – Landing with Straight-Flight Design.**

- a) A landing area, approximately 42 inches by 42 inches, must be constructed as an addition and securely attached to the outside of the existing deck. Landing area will be constructed next to the outside face of the existing unit. Excavation is required and Unit Owner is responsible for returning the excavated area to its original state. (i.e., replacing sod and existing landscaping materials)
- b) Landing area or any of its components, must not be attached in any way to the existing unit. (See IRC for free-standing decks)
- c) Stairs will be constructed from the top of the landing area and extend parallel (away from the Unit) to the existing deck in straight-run design.
- d) All deck stair units, including landing pad, will not come within 10 feet of the plane line between adjoining or adjacent Townhome Units.
- e) Construction material of deck stairs must be of the same material of existing deck material.
- f) Stair unit must be stained to color of existing deck at owner's expense.
- g) Stairs must include two railings and must include matching railing and balusters to that of existing deck in material, size and dimension. Balusters must be attached to outside of the stringers. Railings must extend the entire length of the stair flight.
- h) Stair tread and riser dimensions must be in accordance to IRC.
- i) OPTIONAL: A gate may be included at the top of the deck stairs, which gate must match existing rail and balusters of existing deck. An inside gate latch must be installed on the gate to secure gate to deck railing. Gate may be either a right or left operation. All hardware (latch and hinges) must be black in color.
- j) Deck stairs must be securely attached, as an addition, to existing deck in accordance to the IRC.
- k) Landing pads must be constructed of concrete with stringers resting on landing pad. Landing pads must be gray in color.

### **Subsection 23.13 - Resident Wildlife and Bird Feeders**

The feeding of wild animals including but not limited to feral cats, bears, coyotes, deer, fox, raccoons, skunks, opossum, squirrels, chipmunks, bobcats, turkeys, pigeons and migratory water fowl is prohibited within the Town Home Council.

The feeding of resident wild birds is allowed under the following conditions:

- No more than one standard, approximately three (3) pound capacity seed type bird feeder or one hummingbird feeder maintained in good condition.
- Birdfeeder to be placed no closer than six (6) feet from the rear or side of a dwelling unit to allow access for turf maintenance by the landscaper.
- Birdfeeders will not be placed on or attached to any decks or front stoops.

- Feeding shall only occur between the six (6) months of November 1<sup>st</sup> through April 30<sup>th</sup>.
- Birdfeeders will be immediately removed at the direction of the property manager should any issues arise due to rodents or similar.

#### **Section 24: Rules Specific to the Ridge Council**

**Subsection 24.1 – Trash receptacles.** Trash receptacles are to be stored in an inconspicuous location (Exception – when an inconspicuous location is difficult due to lot placement, weather conditions, etc.)

**Subsection 24.2 – Mailboxes.** Mailboxes on posts are not permitted in front of Ridge Homes. Mail is to be delivered to the established common locations.

**Subsection 24.3 – Maintenance.** All maintenance for the home and the limited common elements of yard and driveway are the responsibility of the unit owner. See Section 27 for specific Landscaping maintenance requirements.

#### **Section 25: Rules Specific to Woodmoor Council Units**

**Subsection 25.1 – Woodmoor Lot Units.** Woodmoor Lot Units consists of the land as described in the Association’s Declaration and/or the deed for each Unit in addition to the home and fixtures located on the land. Woodmoor properties do not have any Limited Common Elements appurtenant to them. See Sections 1.42(i), 4.3(c), and 6.1 of the Declaration.

**Subsection 25.2 – Additions, Alterations and Improvements.** Additions, alterations (including demolition) or improvements that change the exterior appearance shall only require approval through the AAI process if such change is clearly visible from the street.

**Subsection 25.2.1 – Exception.** Swimming pools always require AAI approval.

**Subsection 25.3 – Exterior Structures.** Exterior structures listed below do not require AAI approval, but placement of such structures must not be prominently visible from the street. This includes:

- a) Swing sets or play stations
- b) Storage sheds, which must match the color and style of the home and be limited in size to 200 sq. ft.
- c) Patios or sun porches
- d) Awnings or canopies
- e) Radio or television antennae

- f) Satellite dishes

**Subsection 25.4 – Dwelling Maintenance/Improvements.** All maintenance of the home and lot is the responsibility of the unit owner. See Section 27 for specific Landscaping requirements. AAI approval shall only be required on Woodmoor Properties for dwelling maintenance/improvements that are prominently visible from the street. This includes:

- a) Driveways – any change to the surface beyond traditional asphalt
- b) Roof repair/replacement
- c) Shutters – adding or removing shutters
- d) Window mullions (window crossbars) must be consistently maintained on all or none of the windows visible from the street and common areas throughout the property
- e) Solar panels
- f) Doors –Front Storm doors and screen doors shall be a “full view” door which contains a single, continuous pane of glass (or screen) without etchings, beveled edges, or other decorative patterns. Front Storm doors shall not have cross bars, struts or wire mesh, etc. Front Screen doors may have one horizontal bar, matching the screen door frame, as provided by the manufacturer, at the approximate vertical midpoint of the door.
- g) Painting/Siding - Woodmoor properties seeking to change exterior clapboard paint color scheme must obtain AAI approval. Repainting with the same color scheme does not require AAI approval. Siding, other than painted wood clapboards, is not permitted in Woodmoor.

Note: One Woodmoor home has been grandfathered with siding: 70 Lochview Drive

**Subsection 25.5. – Mailboxes.** Mailboxes must follow the New England motif, be neat in appearance, functional, and in proper state of repair. The post shall be wood or vinyl. The post shall be 4X4 with finial top, lateral arm with triangular support underneath the arm. Mailbox shall be metal or vinyl using color scheme complementary to the main dwelling.

**Subsection 25.6 – Trash.** No accumulation of rubbish, debris or unsightly materials will be permitted on Woodmoor Properties. Trash receptacles are to be stored in an inconspicuous location (Exception – when an inconspicuous location is difficult due to lot placement, weather conditions, etc.)

**Subsection 25.7 - Woodmoor Garages.** Garages may not be free-standing structures, but must be directly attached to the main body of the residential structure. Intermediate structures such as breezeways shall not complete that attachment. Garage doors must not be street-facing. Grandfathered exceptions: 131 Pierce and 611 Thoreau Circle.

## Section 26: Schedule of Fines

**Subsection 26.1 – Enforcement.** All Rules are to be enforced only by the Conservancy Board. No Unit Owner or resident is authorized to enforce any Rule. Conservancy Board Directors, Officers or Council Directors shall enforce the Rules only through Notice and Hearing with the Conservancy Board and shall act only through the Property Management Company. Fines for violations of Meeting House rental rules are shown separately within the rental contract. These Rules may be enforced in accordance with the Declaration and Bylaws. (see also Exhibit D: Collections Policy)

**Subsection 26.2 – Schedule of Fines.** The Conservancy Board of Directors shall impose fines for violation of the Rules in amounts and for length of time it determines appropriate. The following table is not binding, but shall be used unless there are extenuating circumstances as determined by majority vote of the Conservancy Board:

a) Failure to obtain AAI when required to do so:	\$200 per occurrence
b) Beginning work before receiving AAI approval:	\$200 per occurrence
c) Failure to obtain prior permission to rent Unit:	\$250 per occurrence [Sect 3.5]
d) Failure to supply copy of lease to property management:	\$50 per day [Sect 3.5]
e) Fine for action which increases insurance premium or rating	Amount of increase**
f) Fine for failure to clean up pet waste & dispose of properly:	1st occur: \$25 2nd occur: \$50 3rd occur & subsq: \$75
g) Failure to repair damage to common element caused by pets:	Cost of repair*
h) Violation of parking rules:	\$25 per day*
i) Violation of rules for trash/recycle containers	\$25 per day*
j) Fine for violation of other rules:	\$25 per day*

\* These fines will not be imposed until a first warning letter has been sent.

\*\* Imposed annually for five (5) years or until cause is removed or reversed.

**Subsection 26.3 – Procedure.** Rules are written and enacted by majority vote of the Conservancy Board with due process of Notice and Comment. Rules are enforced by the Property Management Company. When there is an infraction of a Rule noted by a Unit Owner, they shall contact the Property Management Company. The Property Management Company may provide the Unit Owner with the following procedure:

(a) Notice of Violation:

A Notice of Violation letter may be sent to the owner and copied to the renter, if applicable. The notice maybe sent by regular mail and provide thirty (30) calendar days from the date of the letter to correct the violation. The letter may note that if the violation is not corrected by [date], the owner will be subject to Notice and Hearing .The owner will notify the Property Management Company, in writing, that the violation has been corrected, or work with the Property Management Company on an alternative completion date to repair the violation, which will be reduced to writing and signed by unit owner and Management Company within the 30 day period.

## **Section 27: Landscaping and Maintenance by Unit Owner**

Pursuant to Governing Documents, this section covers both permissible landscaping by the Unit Owner, and Unit Owner landscaping maintenance requirements. Services by the Landscaping Company engaged by the Walden Woods Conservancy or Councils are not outlined here, as this section generally addresses landscaping that would not be serviced under the Community Landscaping contract.

### **Subsection 27.1 - Permissible Landscaping**

Permissible landscaping is landscaping that has been approved through the AAI process, or does not require an AAI (*ie: a Village or Ridge Limited Common Element or a Woodmoor lot*). All permissible landscaping shall be done with live materials. For all permissible landscaping each Unit Owner assumes full responsibility for the appearance and maintenance of these approved additions, the Landscaping Company will not perform any maintenance on said additions as a part of its contract with the Association. The Unit Owner assumes responsibility for conveying notice of this obligation to maintain the same to a buyer should the Unit Owner sell the unit. (see section 7.5 Obligation to Convey )

#### **Subsection 27.1.1 - Village**

(a) Fenced Yards appurtenant to Village units are Limited Common Elements consisting of a fenced in area attached to the unit. Inside of the Limited Common Element, AAI approval shall not be required for patio/lawn furniture, landscaping alterations, plant materials and beds, ground cover, small statuary or yard art, water features, accent lighting. Vegetable and fruit gardening are permitted in the Limited Common Element. AAI approval is required for large plantings, i.e. shrubbery (greater than 3' tall ), trees, construction or erection of structures including (but not limited to) sheds, retaining walls, patios, pavement, stairs and fences, any project that requires a licensed contractor.

(b) In the Common Elements, after obtaining AAI approval a unit owner may replace a planting or shrub in an existing bed at their expense. The Village Council will pay for mulching, trimming, and other care from that time forwards. The planting or shrub must be described on the AAI and must be of a type consistent with others in the area. It must be of a type and size so that no unusual cost is incurred by the Village Council for its care. As with all plantings and shrubs, should it need to be removed at some



time, the Village Council is under no obligation to replace. Vegetable and fruit gardening are not permitted in the Common Elements.

(c) Grandfathered:

Foundation beds which have been added or expanded by unit owners before 11/1/17 remain the responsibility of the unit owner. The obligation of the unit owner to convey that responsibility to any new unit owner remains in place. As of 11/1/17, AAI requests to expand foundation beds or add new beds to new areas will not be approved. Requests to increase the density or number of plantings in a foundation bed will not be approved. Per section 28.1.1(a) above, with AAI approval a unit owner may replace a shrub or planting in an existing foundation bed. The Village Council is not obligated to replace a planting or shrub. Within the limits of its budget, the Village Council will focus on the aesthetics of front foundation beds.

**Subsection 27.1.2 - Duplexes**

Other than replacements in original planting beds and planting of flowers, Unit Owners may not create additional beds, plant shrubs, plant trees and/or install any structure in the Common Elements without prior written approval from Duplex Directors. Prior to any shrub replacement, the Unit Owner will inform Duplex Directors of the reason for the replacement and what the intended replacement will be. The following shrubs are not allowed as replacements: anything having thorns or spiked leaves, such as cactus, aloe, or any other plant that could cause harm on contact. Roses are allowed. If approval is granted, the Unit Owner assumes responsibility for appearance and maintenance and for conveying the same to a buyer should the Unit Owner sell the unit.

**Subsection 27.1.2.1 – Duplex Policy Regarding Insects and Vermin**

Considering Insects in Walls

- Hived Insects, such as Bees, hornets, and the like that are known to create honeycomb structures within walls and are thought to have done so between a common wall and a unit owner wall shall be Council maintained.
- Wood boring bees, nuisance bees, paper wasps, hornets and wasps hanging or attached to the unit below 12 feet from the ground shall be unit owner maintained, using items such as knockdown sprays, etc.
- Wood boring bees, nuisance bees, paper wasps, hornets and wasps hanging or attached to the unit above 12 feet from the ground shall be Council maintained. Do not climb on your roof. Please notify Elite, with a copy to your directors.
- Termite problems are the responsibility of the Council. Where this appears, unit owner should contact Elite and copy their Duplex directors.
- Carpenter Ants are the responsibility of the unit owner. There are commercially available products that will not only kill the carpenter ants, but also destroy their nests when brought back by the hunters among them.

### Considering Insects Near Your Property

- Buzzing insects, bees, wasps, mosquitos, etc. are in their natural environment. If the unit owner wishes them removed, the unit owner is permitted to do so at their own expense.
- Web making spiders, spiders, ants found around your property, including in your garage, are the responsibility of the unit owner.

### Considering Insects in Your Home

- Insects in your home, whether in your interior walls, floors, basement, attic, or room spaces, are unit owner responsibility.

### Considering Rodents, Bats, Annoying Critters

- Rodents running inside walls, freely around the inside of a unit, nesting fireplaces, or basements, are the responsibility of the unit owner.
- Rodents, including squirrels and bats, nesting in the attic are the responsibility of the Council. Please do not enter your attic area. It is not designed for untrained transgress and can cause injury. When these instances occur, contact Elite and copy your Duplex directors.
- Wild and Feral animals should all be considered possibly harmful. Walden Woods is known to have bobcats, coywolves (coyote-wolf mix), bears and visiting fisher cats (a dangerous badger like animal). Neither the council nor conservancy attempts to manage these creatures.

### The following are prohibited for use in insect and/or rodent control:

- No electric traps may be used in limited common area or on the tree line.
- No rodent traps may be used in the limited common area or on the tree line.
- No unattended bait traps (ant or roach, etc.) may be used on limited common elements or on the tree-line, with the exception of within the unit owner's home.
- No other hard poisons may be left in limited common areas or along the tree-line where they may be accidentally ingested by a child, dog, cat, squirrel, or the like.

### **Subsection 27.1.3 - Townhomes**

All turf, shrubs and trees are maintained exclusively by the landscape contractor(s) under the direction of the Property Manager. Residents may not create additional beds, plant flowers, shrubs, trees and/or install any structure, statuary, fountains, bird baths or solar lights in the common elements without prior written approval from the Standards Committee and Council Directors. Prior to any proposed design changes the unit owner will complete an AAI form describing the reason for the change with detailed description of the proposed plantings (species, variety and color) as well as a landscape plan showing proposed quantities and locations. Plants with thorns or spiked leaves or non-native plants such as cactus, aloe, as well as vegetables and fruit trees are prohibited. If approval is granted, the unit owner assumes responsibility for appearance and maintenance and for conveying the same to a buyer should the unit owner sell the unit.

### **Subsection 27.1.4 - Ridge**

Yards appurtenant to Ridge units are Limited Common Elements. AAI approval is required for tree plantings or removal, additional planting beds, construction or erection of structures including (but not

limited to) sheds, statuary, yard art, water feature, decorative pools, retaining walls, patios, pavement, stairs and fences. AAI approval shall not be required for landscaping alterations involving small plant materials within existing beds.

**Subsection 27.1.5 - Woodmoor**

1) AAI approval shall only be required for landscaping on Woodmoor Properties if visible from the street (*see tree and swimming pool exceptions below*). This includes:

- (a) Fencing – (*exception: Small decorative fencing shall not require AAI approval.*)
- (b) Statuary or Yard Art over 3 feet in height.
- (c) Retaining walls
- (d) Exterior walkways or stair
- (e) Water features or decorative pools, patios, pavement, stairs and fences
- (f) Swimming pool – always requires AAI.

2) AAI approval is required for large tree removal visible from the street. Removal of trees on Conservancy property requires AAI approval.

3) AAI approval shall not be required for landscaping alterations to Woodmoor Properties involving non tree plant materials, but landscaping shall be kept in good order.

4) Vegetable and fruit gardens shall be well kept and in areas not visible from the street.

5) Composting: Compost materials or containers are permitted in any areas of the resident’s yard that is Not visible from the street.

**Subsection 27.2 - Landscaping Maintenance:**

Any dead plantings that are Unit Owner responsibility shall be removed or replaced within 14 days.

**Subsection 27.2.1 - Duplex**

Unit owner is responsible for appearance and maintenance of AAI approved landscaping and for conveyance to next unit owner (see section 7.5 Conveyance). Landscaping Company will maintain all other landscaping

**Subsection 27.2.2 - Townhomes**

Unit owner is responsible for appearance and maintenance of AAI approved landscaping and for conveyance to next unit owner (see section 7.5 Conveyance). Landscaping Company will maintain all other landscaping

### **Subsection 27.2.3 - Village**

(a) Unit owner is responsible for appearance and maintenance of all landscaping additions within the fenced Limited Common Element, and for conveyance to next unit owner (see section 7.5 Conveyance). Landscaping Company will maintain all other landscaping. (*exception: foundation beds grandfathered in section 28.1.1(c)*)

(b) Spring and Fall No Prune List: Village Unit Owners who wish to trim the shrubs surrounding their units by themselves may do so. Unit Owners must notify the property management company, in writing, by May 15th each year if they wish to be on the spring "No Prune" list, – time is of the essence. Unit Owners must notify the property management company, in writing, by August 15th each year if they wish to be on the fall "No Prune" list - time is of the essence. Note: if the unit's shrubs have not been trimmed by the time the landscape contractor trims, the shrubs will be trimmed by the landscape company. Should it be necessary for the landscape contractor to return to the property to trim those shrubs, the cost will be charged to the unit owner.

### **Subsection 27.2.4 - Ridge and Woodmoor**

Unit owner is responsible for appearance and maintenance of all landscaping for their unit, to maintain the appearance of the Community, conform to the common scheme of the Community, and to preserve property values. Unit owner is responsible for conveyance to next unit owner (see section 7.5 Conveyance). The Landscaping Company will maintain Common Elements within the Ridge and those located within the Conservancy areas located within Woodmoor.

#### **(a) Benefits of Yard and Lawn Maintenance**

Poorly maintained yards can, collectively or individually, reduce the resale value of homes proximate to well-maintained properties and the perceived value of the community as a whole. Consequently, irresponsible neighbors can adversely impact the property value of responsible property owners. Poorly maintained yards have the potential to cause ill-will and bad feelings between neighbors, thus poorly maintained yards can detract from neighborhood harmony and community livability.

#### **(b) Standards**

The following are minimally acceptable standards for all residents, including home owners and home renters:

- (i) Mowing Frequency: During the growing season (April 1 to October 31) lawns must be mowed to be kept at or below 5 inches in height. Edging shall be done every other mow.
- (ii) Grass Encroachment of Permanent Surfacing: Lawn grass shall not encroach or extend more than 2 inches over permanent surfacing such as driveways, curbs, and sidewalks. Residents are required to trim or "edge" areas of their lawn adjacent to driveways, curbs, and sidewalks to

prevent vegetation encroachment of those permanent surfaces. Grass often grows between sidewalk slabs in the seams, so grass growing in the seams of the sidewalk is, likewise limited to 3" in any direction from its approximate center.

(iii) General Appearance: Lawns shall be maintained in a healthy state, and the appearance of the lawn during the growing season should be predominantly green in color. "Bald" areas or dry spots must be treated by the resident to facilitate growth or over seeded as soon as they are evident.

(iv) Weeds: Residents must take care to either pull weeds by hand or apply treatments to reduce the area of weed coverage. Lawns shall be as weed free as possible.

(v) Landscape Trimming: Landscape shrubbery, including trees, will be neatly trimmed so as to be visually appealing, symmetrical and proportionate to the property. At no time should landscape shrubbery be so thick as to prevent lawn areas from growing. Dead landscape shrubbery material must be promptly removed. The exception is entire dead trees above 15' in height and/or dead trees *with more than 50% browning*; these shall be removed within 60 days.

(vi) Bedding Area Maintenance: The appearance of weeds in bedding areas will greatly depreciate the visual appearance of a yard. Residents should maintain bedding areas by regularly pulling weeds and grasses by hand or treating the areas. All planting beds shall be mulched with either organic material (mulch) or stone. Mulch shall be refreshed no less than every other year. Beds should be shovel, metal, or stone edged.

(vii) Leaf or Natural Lawn Debris: Dead vegetation matter such as leaves, pine needles, or visible clumps of lawn clippings must be collected along with winter debris. Be considerate of your neighbors. Many pay for regular maintenance of leaf clean up. It is frustrating to have leaves blowing back into yards due to proximity of someone that has not had clean up done. Also remember to include the curb areas. Clippings (grass, leaves, etc.) should be cleaned off the sidewalk(s) and never blown into the street for someone else to drive thru or clean up. This is a Unit Owner responsibility – if a Landscaper does the work for the resident, please let them know.

(viii) Foreign Objects: Objects that are not reasonably considered hardscaping shall be removed from the yard. These include bicycles, toys, tools, garden implements, newspapers, trash, and other objects or materials not normally associated with yard decoration should not be left on lawns.

### **(c) Reporting**

Residents are asked to report any issues with properties to the Property Management Company. The management company is assigned (contractually) to weekly checks to assure all is being followed, and to follow established procedures for notifying unit owner of issues to be corrected and potential fines (see Section 27 Schedule of Fines)

### **Subsection 27.3 - Expenses Associated with Tree Damage**

If a tree or tree limb that originates from the defined boundary of the conservancy area or one of the councils falls into the defined boundary of another council or the conservancy area, the responsibility for the cost of removal would fall on the council or the conservancy from where the tree or limb originated, as defined by the boundaries agreement.

Trees or limbs which fall and damage units (structures) as defined in the Declaration are covered by the homeowner's policy, or in the case of Duplex and Town Home, their condo insurance policy. There shall be no reimbursement of deductibles.

If the tree or tree limb causes damage to any common element or limited common element, the repair shall be at the expense of the Council or Conservancy based upon where the tree or tree limb originated from, as defined by the boundaries agreement.

## **Section 28: Signage**

This section applies to all Councils. No signs are allowed anywhere in Walden Woods except as specifically authorized below.

### **Subsection 28.1 - Signs for Elections, Ballot or Referendum Issues Only**

#### **Subsection 28.1.1 - All Councils except Woodmoor:**

Signs either for or against candidates for public or Conservancy office or for or against public or Conservancy ballot or referendum issues may be displayed provided:

- (a) Signs must not exceed two feet by three feet in size and may not be artificially lighted.
- (b) Signs may be displayed on the Limited Common Elements for the unit and may not be affixed to any part of the structure.
- (c) No more than one sign per candidate or issue.
- (d) Signs may not be displayed earlier than one month prior to the date of the election or referendum at which the candidates or ballot questions will be voted upon.
- (e) Signs must be removed the day after the election or referendum at which the votes are taken.

- (f) Signs must not contain comments on a candidate's racial, religious, or ethnic background nor violate any local, state, or federal hate laws.
- (g) Signs must be completely removed once no longer needed and any resulting lawn damage or holes will result in the owner being assessed the cost to refill the hole and repair the lawn.

**Subsection 28.1.2 - Woodmoor Council:**

Signs either for or against candidates for public or Conservancy office or for or against public or Conservancy ballot or referendum issues may be displayed provided:

- (a) Signs must not exceed two feet by three feet in size and may not be artificially lighted.
- (b) No more than one sign per candidate or issue.
- (c) Signs may not be displayed earlier than one month prior to the date of the election or referendum at which the candidates or ballot questions will be voted on.
- (d) Signs must be removed the day after the election or referendum at which the votes are taken.
- (e) Signs must not contain comments on a candidate's racial, religious, or ethnic background nor violate any local, state, or federal hate laws.

**Subsection 28.2 - Unit "For Sale" Signage**

One Real Estate sign per unit may be placed only in front of the unit that is for sale. Sign is to be hung on 4x4 posts properly secured in the ground. For Sale signs shall conform to ordinances and regulations of the Town of Windsor. Signs are permissible only during the period that the Property is actively on the real estate market, and must be removed within three business days of closing. Association is not responsible for any damage to signs, including that by a snow contractor. Unit "For Rent" signs are not permitted.

**Subsection 28.3 - Unit "Open House" Signage**

"Open House" signs may be placed, as below, up to three (3) calendar days prior to the open house. No more than four (4) signs may be placed, as determined by the Unit Owner to best satisfy the need for optimal traffic directions. Signs may be placed at the end of Association streets, but shall not be placed in islands. Signs shall not be attached to lamp posts, traffic or street signs. Signs shall be removed by the realtor as they leave the open house. Signs shall be standardly used Open House signs, but in no case to exceed 2 feet by 3 feet.

#### **Subsection 28.4 - Contractor signs**

Contractor signs are allowed only in the Woodmoor Council. Contractors performing work on a Property may place their business signs or advertisements on or in the Property while they are working on the property only. The timeframe for such signs shall not exceed fourteen (14) calendar days.

#### **Subsection 28.5 - Celebratory signs**

Celebratory signs for significant one-time events (ex: graduation, birth, birthday) will be allowed as follows: Graduation for up to 21 days, and all others for up to 7 days. Signs shall be placed in front of the relevant unit and shall not be affixed to the unit, (except Woodmoor). Signs shall be of a reasonable size not to exceed 3'x4' and may be a series of small items within that general size (ex: *graduation flocks*)

#### **Subsection 28.6 - Security Company signs**

Signage for a unit's security provider may be placed as follows. One metal sign on stake, not to exceed 36" high, shall be placed in the landscaped bed immediately in front of the unit. Window stickers may be placed, no more than one per window, in one of the lower corners of the window.

#### **Subsection 28.7 - Tag or Estate Sale signs**

Signs for authorized individual tag or estate sales are to be placed in accordance with subsection 9.3.: Individual Tag Sales by Vote of the Conservancy Board.

#### **Subsection 28.8 - Prohibited Locations**

No signs or advertising shall be placed in the windows of any Property that are visible from the exterior. (see Declaration subsection 10.1.2 Occupancy Restrictions). Unit Owners of Units other than the Woodmoor Lot Units and Units owned by the Declarant will not cause or permit anything to be hung or displayed on the windows or placed on the outside walls of any of the buildings

#### **Subsection 28.9 - Other Commercial Use**

No sign indicating commercial uses may be displayed outside a Unit. (see Declaration subsection 10.1(a))

#### **Subsection 28.10 - Flags and Holiday Decorations**

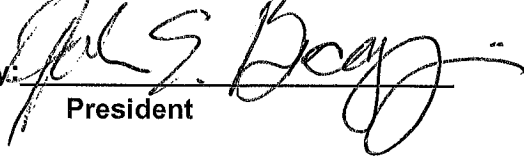
See subsection 4.1 for Rules regarding Flags

See subsection 4.2 for Rules regarding Holiday Decorations



These Rules were approved by the Executive Board on 25 day of April, 2024.

**WALDEN WOODS CONSERVANCY, INC.**

By:   
President

## **EXHIBIT A: Maintenance – Duplex**

document provided separately

## **EXHIBIT B: Maintenance – Townhomes**

document provided separately

## **EXHIBIT C: Collection Policy**

document provided separately