

**RULES OF THORNBERRY RIDGE CONDOMINIUM
ASSOCIATION, INC.**

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Initial capitalized terms are defined in Article I of the Declaration. The following Rules apply to all owners and occupants of Units.

ARTICLE I

Use of Units Affecting the Common Elements

Section 1.1 – Occupancy Restriction. Units are limited to occupancy by single families, and garages are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration.

Section 1.2 – No Commercial Use, Mail Boxes, For Sale Signs. Except for those activities conducted as part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, or nonresidential storage, mail or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising, be maintained or permitted on any part of the common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. The association or Declarant will determine a standardized “For Sale” sign and mail box to be utilized by all Units.

Section 1.3 – Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin. The Association shall provide a dumpster for the storage of trash and container for recyclable materials in the Common Elements. It shall be the responsibility of each Unit owner to remove all trash and recyclables from their Units and to place the same in the appropriate receptacle.

Section 1.4 – Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies and holiday decorations to be hung, displayed or exposed at or on the outside of windows of any unit without the prior consent of the Executive Board or such committees established by the Executive Board having jurisdiction over such matters, if any, or the Declarant pursuant to the Declaration.

Section 1.5 – Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any Unit. All storm doors for a home located on any Unit shall be full view doors, and of a type subject to the approval of the Executive Board.

Section 1.6 – Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.7 – Newspaper Delivery Boxes or Containers. Newspaper delivery boxes or containers are prohibited.

Section 1.8 – Mailboxes. A Mailbox for each Unit shall be provided by the Association in the Common Elements for each Unit.

Section 1.9 - Yard Sales. Yard sales are prohibited.

ARTICLE II

Use of Common Elements

Section 2.1 – Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 – Trash. All trash shall be placed in the dumpsters and recycle container located in the Common Elements. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements or on any Unit.

Section 2.3 – Storage. Storage of materials in Common Elements or other areas shall be prohibited unless expressly designated by the Executive Board.

Section 2.4 – Proper Use. Common elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 – Trucks. Trucks exceeding a gross vehicle weight of 10,000 lbs. are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board. Trailers, campers and recreational vehicles are prohibited.

Section 2.6 – Alterations, Additions or Improvements to Common Elements. No alterations, additions, or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles, shall be hung out of a Unit or exposed or placed on the outside walls of a Unit, doors of a building or on trees.

ARTICLE III

Actions of Owners and Occupants

Section 3.1 – Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of the Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 – Compliance With Law. No immoral, improper, offensive or unlawful use may be conducted on the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations

of the City of Bristol. The violating Unit Owner shall hold the Association and Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 – Pets. No animals, birds or reptiles of any kind shall be raised, bred or kept on the property or brought on the Common Elements, except that no more than two dogs of gentle dispositions, no more than two cats, or no more than two other household pets approved by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in portion of the Common Elements or any other Unit unless carried or on a leash. No dogs shall be curbed except in the street, or in special areas designated by the Executive Board. Owners shall be responsible for the removal of all solid animal waste in the Common Elements. Unit Owners shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.4 – Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitee or licensees.

Section 3.5 – Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provisions of special services for a fee to be paid to the Association.

Section 3.6 – Dangerous Devices. No firearms, B.B. guns, pellet guns, bows and arrows, sling shots, fire crackers, or any other devices or substances which may be harmful to people or pets shall be fired, thrown or otherwise propelled in any outside area of the Common Interest Community.

ARTICLE V Insurance

Section 4.1- Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the Units or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 – Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 – Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

Section 4.4 – Unit Owner Insurance. Each Unit Owners is encouraged to maintain fire and liability insurance at all times at limits stated below, as may be changed by the Association. A Unit Owner shall promptly notify the Association if said insurance becomes unavailable.

ARTICLE V Security

Section 5.1 – Lack of Security Program. The Association does not offer any security guards, alarm systems, etc., to Unit Owners. Each Unit Owner holds the Executive Board, Manager, the Association and other Unit Owners harmless for any physical injury of property resulting from the criminal activity of a third person.

ARTICLE VI Motor Vehicles

Section 6.1 – Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and property. The maximum speed limit on any road is ten (10) miles per hour.

Section 6.2 – Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, sports utility vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chair as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the Property.

Section 6.3 – No Parking Areas. Vehicles may not be parked in such manner as to block access to driveways, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear tow lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.4 – Limited Use of Trucks, Vans, Mobile Homes, and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading and unloading, following which the vehicle must be removed from the Property for at least 16 hours; trucks, (including dump trucks or other construction equipment and Commercial vehicles having a gross vehicle weight equal to or greater than 10,000 lbs). Construction equipment used in the actual repair, construction or maintenance of the property will not be so restricted during such use.

Section 6.5 – For Sale Signs. No “For Sale” signs or the like shall be displayed on any Vehicle.

ARTICLE VII **Rights of Declarant**

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workman or with buildings under construction is prohibited. Entrance into construction Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII **General Administration Rules**

Section 8.1 – Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 – Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Section 8.3 – Amendments. The right is specifically reserved to the Executive Board to rescind, change, interpret or amend the foregoing Rules and Regulations and to adopt such other rules and regulation as from time to time the Executive Board may deem necessary.

ARTICLE IX **General Recreation Rules**

Section 9.1 – Limited to Occupants and Guests. Open space and woodland within the Common Elements are limited to the use the Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the use, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 – Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 9.3 – Guests. Residents will direct and control the activities of their guests in order to require them to conform to the regulations. Residents will be responsible for violations, or damage caused by their guests whether the residents are present or not.

Section 9.4 – Ejectment for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from a common area facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

Section 9.5 – Proper Use. All Common Elements will be used for the purpose for which they were designed.

ARTICLE X

Maintenance

Section 10.1 – General. Each Unit Owner is responsible for the upkeep of the interior of his or her Unit.

Section 10.2 – Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed, maintained and prevent lint from accumulating in the vent duct. Owner shall inspect all dryer vents on an annual basis and shall provide the Association with proof thereof, upon request. All stove hoods will have grease screens, which will remain installed, and maintained and prevent grease from accumulating in the vent duct. All such filters and screens will, at all times be used and kept in clean, good order and repair by the Unit Owner.

Section 10.3 – Unit Owner’s Failure to Maintain. If the condition of a Unit clearly deviates from that of the other Units due to lack of maintenance or repair by the Unit Owner, the Association may hire a third party to perform the work. The cost of the service will be charged to the individual Unit Owner as part of his or her Common Expense Charge.

Certified to be the initial rules adopted by the Executive Board on its date of organization.



Susan Milo Morelli, President
Thornberry Ridge Condominium Association, Inc.