

**WATER'S EDGE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

ADOPTED 4/19/90

REVISED 4/16/91

REVISED 3/23/93

REVISED 8/18/97

1. **Damage to the Common Property.**
The Association will charge any unit owner for repairs to the lawn or buildings when the damage was caused by a unit owner's or tenant's misuse or neglect.
2. **Pets.**
 - a) The Town of Suffield has a leash law in effect. All dogs must be on a leash or under the complete control of the owner. It is required that all dog owners pick up after their dogs.
 - b) Cat owners are encouraged to restrict their pets from roaming free. Cats should not be allowed to roam outside when the owner is away from home.
 - c) Under no circumstances are pets allowed to be tied in front of units. Only when a unit owner is at home may their pets be tied in the back of the units for short periods of time, but not to exceed one-half hour. Runs for pets are not permitted.
 - d) Any animal causing a nuisance to the neighbors or damaging private or common property is the responsibility of the unit owner, who will be charged for damages.
3. **Alterations, Signs and Landscaping.**
No unit owner shall make any structural additions, alterations or improvements in or to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building, without prior written consent of the Board of Directors.
 - a) Building permits are required by the Town of Suffield before any alterations or additions are made. The owner is required to submit to the Board an application for permit prior to filing the application with the Town.
 - b) No "For Sale" signs can be erected on Water's Edge property by a unit owner or his/her agent. However, such signs are allowed on town property, i.e. Suffield Meadow Drive or Extension. "Open House" signs are permitted only on day of event.
 - c) Tag or garage sales will be limited to community sales sponsored by the Water's Edge Condominium Association.
 - d) Outside plantings are encouraged with the following provisions:
 - prior approval should be received before planting any additional shrubs or trees in the exclusive use common areas, (foundation beds adjacent to the unit) except to replace existing ones.
 - watering and caring for additional planting becomes the responsibility of the unit owner. It is also his/her responsibility to see that no underground

- cables are disturbed in the process.
 - any planting of trees, shrubs or digging new beds in the common areas away from the building requires prior approval from the Board.
 - there will be no vegetable gardens allowed in the common area or away from the building.
- e) No removal of trees or bushes from the common areas is permitted without prior approval of the Board. Bushes or trees located in the exclusive use common areas (adjacent to the unit) should not be removed before consulting a Board member.
 - f) Although storm/screen doors have been approved for all units, they should meet the recommended requirements (white w/ full view) previously determined by the Board. The purchase and installation of these doors are at the expense of the unit owner.
 - g) Driveway sealer has been approved for all units. The unit owner sealing one driveway is responsible for sealing any adjacent driveway areas, including those used by other owners.
 - h) Decks at ground level have been approved for south side of all units. A written request must be presented to the Board prior to construction.
 - i) No external antennas are allowed.
 - j) No awnings, or windsocks can be attached to a unit.

4. Outside Decorations.

- a) Hanging plants are encouraged, but they must be properly cared for.
- b) Trellises can be used in moderation, providing they are natural wood, white or in color matching the unit. Prior approval must be obtained from the Board.
- c) Seasonal wreaths on the door or wall are encouraged. Christmas wreaths should be removed by February 1st.
- d) Outside lighting of bushes and trees at Christmas is encouraged if done in moderation and in good taste, but must be removed by February 1st. Prior approval by a Board Member is recommended. All outdoor lights and wiring must be UL approved. Unit owners are not permitted to string lights on the outside of units.
- e) Wind chimes may be hung from the rear or front of the unit, provided that they do not become an annoyance to neighbors.
- f) Bird feeders are allowed, providing the lawn underneath is maintained properly and they do not interfere with the lawn mowing.
- g) Hose mounts should be placed next to outdoor faucets. Hoses should not be left uncoiled on the ground after they have been used.

5. Business on the Premises.

No industry, business, trade, occupation or profession of any kind, be it commercial, educational, religious or otherwise, may be conducted, maintained or permitted on any part of the property. No use or practice shall be permitted which is a source of

annoyance to the residents or which interferes with the peaceful possession and proper use of the property by its residents.

6. **Rental Units.**

No portion less than the whole unit shall be rented. The initial term of a lease or rental shall be no less than one year. Any rental must be in compliance with the attached addendum which is part of the Water's Edge "Declaration of Condominium".

7. **Trucks, Recreational Vehicles and Automobiles.**

No vehicles with commercial plates or lettering are allowed to be parked overnight at Water's Edge. No boats, recreational vehicles, campers or trailers can be parked on the premises including on decks or patios. Vehicles with combination plates are allowed, provided they are of the size that fits into the garage. Unregistered or inoperable vehicles may not be parked on Water's Edge premises, except when these vehicles and those mentioned previously are stored in the owner's garage.

8. **Clothes lines.**

No clothes lines can be erected.

9. **Outdoor items.**

No lawn furniture, toys or gardening tools can be left on the lawn or other common areas overnight. Unit owners or tenants must clear the lawn of all obstacles on mowing days. Decks and patios should not be used as storage areas, except for outdoor furniture, grills and a limited number of children's toys.

10. **Trash Removal.**

Garbage and other trash must be in solid containers or sturdy closed plastic bags and cannot be put outside earlier than the night before the collection day. Trash containers must be returned to the garage for storage on the day of pick-up.

11. **Bicycles.**

Bicycles must not be ridden on the lawns.

12. **Penalties.**

If the Board of Directors has adopted and published Rules and Regulations governing the use of the Common Elements and the personal conduct of any person violates the Rules and Regulations, the Board can (according to our Condominium Declaration):

- a) suspend the use of Common elements by such a person for a period not to exceed 30 days.
- b) levy summary charges against such unit owner or tenant in addition to damages, provided that no summary charges may be levied for more than \$25.00 for any one violation. For each day the violation continues after notification, it shall be considered a separate violation. Collection charges for damages or summary charges (Penalties) may be enforced against the unit owners as if the charges were

a Common Charge (condo fee) owed by the particular unit owner.

13. **Enforcement.**

In case of an infraction of any Rule or Regulation, the unit owner will be notified in writing or by phone by the property manager. If an agreement cannot be worked out and the infraction persists, the owner will receive a letter stating a deadline for action. After the deadline, if the infraction still persists, summary charges will start.

Any time before the deadline goes into effect, the unit owner has the option of contacting the Board for a special ruling. In cases where the rule is based on our Condominium Declaration, the Board cannot make exceptions except for very unusual circumstances.

The rules in this revision that are based strictly on articles of the Declaration are 1, 3, 3a, 3b, 3h, 3I, 5, 12, 12a, and 12b.

Other rules are based on our Bylaws or former Rules and Regulations.

14. **Skateboards. (Amended April 16, 1991)**

All skateboards (or similar types of recreational toys) and their use is strictly prohibited in common areas. The common areas include lawns, driveways, sidewalks, and roadways owned by Water's Edge Condominium Association.

15. **Firearms and Other Projectile Firing Toys and Weapons. (Amended March 23, 1993)**

No firearms or other projectile firing toys or weapons (including, but not limited to, BB Guns, Slingshots and Bows and Arrows) of any type shall be permitted to be carried or discharged on any of the Common areas owned by Water's Edge Condominium Association.

WATER'S EDGE CONDOMINIUM ASSOCIATION

The By-Laws of the Water's Edge Condominium Association, Inc. are hereby amended by replacing the following as Section I.E. of Article VIII of the Association By-Laws:

LEASING OF UNITS: A Unit Owner may lease or rent his unit; the rental however, is subject to the following conditions:

- A. All Unit Owners, subsequent from the date of this amendment must submit a written "Notice of Intent to Rent" to the Board of Directors for their approval prior to renting a unit. This notice shall state that the unit owner intends to rent their unit and state the approximate date that the rental will begin and shall state that the unit owner intends to comply with By-Law provisions regarding leasing of units. The Board will notify the owner regarding approval in writing.

- B. Any Lease, or occupancy agreement, shall:
 - 1. be in writing and apply to the entire unit, and not merely a portion thereof; and
 - 2. be for a term of not less than twelve (12) months; and
 - 3. expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Declaration of Condominium, the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of any lease, or occupancy agreement; and
 - 4. contain the following notice, in capital, double spaced:

IMPORTANT CLAUSE

"THE UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING – NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS.) THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE.

THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE DECLARATION OF THE CONDOMINIUM, AND THE BY-LAWS AND RULES AND REGULATIONS OF THE CONDOMINIUM ASSOCIATION, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL REPECTS WITH THE SAME.

- C. Any failure by the tenant to comply in all respects with the provisions of the Declaration of the Condominium, the By-Laws and Rules and Regulations of the Condominium Association, shall constitute a possible default in the lease (occupancy agreement), and in the event of such default, the Board of Directors of the Condominium Association shall have the following rights and remedies against both the Unit Owner and the tenant in addition to all other rights and remedies which the Directors and Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:
1. The Directors shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage pre-paid, certified mail, return receipt requested, restricted delivery, addressed to the owner of the unit at such address that appears in the records of the Association.
 2. If the default continues for five (5) days after the receipt of said notice, then the Directors shall have the right to levy fines against the owner of the affected unit in accordance with the provision of Article VIII Section 4. D. of the By-Laws.
 3. All of the legal expenses of the Directors in collecting fines or costs to remedy the default, shall be entirely at the expense of the owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were common expenses owed by the unit or Unit Owner.
 4. The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative, furnish all copies of the Condominium Documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
 5. A true copy of the lease or occupancy agreement shall be delivered to the Directors forthwith upon its execution.
 6. Any renewal or extension of any lease or occupancy agreement shall be filed with the Association. Such filing shall not limit any rights or remedies of the Directors or Unit Owners in the event of a subsequent default.