

HERITAGE SOUND ASSOCIATION, INC.

RULES AND REGULATIONS

TABLE OF CONTENTS

OVERVIEW1

OWNERSHIP, SALE, OR LEASE OF UNITS1

ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS2

ENFORCEMENT OF RULES AND REGULATIONS4

INSURANCE6

MISCELLANEOUS7

 Modification and Waiver; Barbecues; Boats; Campers; Electrical Devices or Fixtures7

 Fireworks; Lint Filters on Dryers; Grease Screens on Stove Hoods7

 Obstructions and Storage in Common Areas; Occupancy Restrictions,8

 Offensive Activities and Disturbances8

 Noise; Outdoor Decorations; Painting Exteriors9

 Pest Control; Pets10

 Pond; Restrictions on Outdoor Cleaning, Washing, Drying11

 Smoke Detectors and Fire Prevention; Storm, Screen, Garage Doors, Windows11

 Swimming Pool and Adjacent Area; Picnic Area12

 Reporting Swimming Pool and Picnic Area Rule Violations13

 Tag, Estate, or Garage Sales; Tennis Courts13

PARKING, TRUCKS, RECREATIONAL AND SIMILAR VEHICLES AND OPERATION OF
MOTORIZED VEHICLES/BICYCLES14

RECREATIONAL USE OF COMMON AREAS16

TRASH, RUBBISH AND DEBRIS16

HERITAGE SOUND ASSOCIATION, INC. SERVICES AND MAINTENANCE.....	18
BUILDING MAINTENANCE GENERAL POLICY.....	18
Enclosures and floor coverings for Patio or Balcony; Owner Responsibilities.....	18
Owner Responsible-Patio; Screens; Association Responsible – Roofs; Glass; Garage Doors....	19
LANDSCAPING.....	19
MAINTENANCE PROCEDURES.....	20
Air Conditioners, Furnaces, Window Fans; Emergencies; Keys; Preventative Maintenance....	20
Sanitary Lines; Security; Snow Removal.....	21
Work Order (Service) Request Forms.....	22
MISCELLANEOUS.....	22
PROCEDURES FOR EMERGENCY ACCESS TO UNITS.....	22
RESIDENCE UNITS – INTERIOR.....	23
RIGHT TO ENTER UNIT.....	24
SUPPLEMENTAL RULES FOR MIDRISE RESIDENTS.....	24
Balconies; Carports; Compactors.....	24
Detergents; Elevators; Grills and Space Heaters; Hardwood or Other Floors.....	25
Moving; Security; Storage.....	25

HERITAGE SOUND ASSOCIATION, INC.

RULES AND REGULATIONS

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

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

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

OWNERSHIP, SALE, OR LEASE OF UNITS

Owner must notify Property Manager of an intent to sell or lease a Unit **seven (7) days** prior to offering said Unit for sale or lease. Failure to abide by these provisions pertaining to “sale or lease of Units” will lead to a fine of \$150.00 and \$10.00 per day if violation is not corrected within **fourteen (14) days**. **No exceptions**.

Note: Owners should advise the Property Manager of any observed change in residents so that Heritage Sound Association will know exactly who your neighbors are.

Article VII of the Association Bylaws state in part, “Any unit owner who receives a bona fide offer for the sale of his unit, or lease of his unit (hereinafter called an “Outside offer”),

which he intends to accept shall give notice to the Board of Directors of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require.” The following rules and regulations specifically apply:

The seller or his agent is to request from the Property Manager:

Leasing of Unit

- a. Heritage Sound has a right of first refusal and the procedure for obtaining a waiver is to request a copy of the Purchase/Lease Questionnaire from the Property Manager.
- b. The completed questionnaire, as well as a copy of the rental agreement, must be returned at least seven days prior to occupancy.
- c. The lease should contain a clause stipulating that the tenant(s) will abide by the Association Bylaws and Rules and Regulations.
- d. The Owner must provide the tenant(s) with a copy of the Rules and Regulations prior to occupancy.
- e. Owners may lease their units for no less than a six-month term.

Failure to abide by these provisions will lead to a fine of not less than \$10.00 and may result in additional per diem fines until in compliance.

Sale of Unit

- a. A Purchase/Lease Questionnaire which must be completed and returned to the Property Manager at least thirty (30) days prior to the sale.
- b. A Purchase Certificate, which contains information regarding capital expenditures, reserve funds, current operating budget and insurance coverage. The Connecticut State Common Interest Ownership Act requires this be given to the buyer. Management will charge the seller before the completed form is issued a fee of \$75.00

ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS

Definitions of Common Areas and Limited Common Areas.

The exteriors of all dwellings, roadways, walkways, visitor parking, public lawns, entrances, shrubs and trees are common areas and not the property of the individual owner. Patios, decks, driveways and carports are limited common areas restricted to the corresponding unit. These items are more specifically described and defined on page 57 in the Declaration.

Landscape Alterations/Additions

Landscaping of the common areas is under the supervision of the Heritage Sound Association and will be so maintained except for plantings installed by residents after receiving approval of a Variance Request. All requests for care of trees or lawns are to be made in writing to the Property Manager for Board review.

Annual flowers may be planted by residents in existing beds around the resident's unit only.

No bushes or trees may be removed, moved or planted in common areas without the permission of the Board of Directors.

Pruning is not permitted in common areas.

Existing beds may not be extended or reduced and new planting beds may not be created without the permission of the Board of Directors.

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

Penalty for Unauthorized Structural Changes.

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

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

Structural Alterations/Additions.

An owner who desires to make structural alterations to a residence, or garage must file a Variance Request. The Variance Form and instructions for completion are at www.heritagesoundcondo.com. Click on **Owner Login**, then click **Variance Request**. The Board may require plans prepared by a licensed engineer or architect. Municipal permits must be added to the application after preliminary approval has been indicated by the Board, and must be on file before written approval of the Request is issued by the Board. Plans and/or sketches must give dimensions of existing features as well as those of the proposed alteration/addition. Structural alterations include, but are not limited to, placement of decorations or lights in limited common areas, structural alterations to walls inside of units, re-plumbing, re-wiring is prohibited. Construction of a new terrace or installation of patio blocks, stones, or masonry in common areas is prohibited.

Unit Owner Responsibility for Alterations/Additions.

A unit owner shall be responsible for all expenses of alteration in compliance with the plans, specifications, and maintenance of permitted items, as well as personal liability for additions and/or alterations designated in the application and approved by the Board.

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

Variance Approval.

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

ENFORCEMENT OF RULES AND REGULATIONS

These Rules and Regulations shall be enforced by the Board of Directors pursuant to the provisions of the Unit Ownership Act of Connecticut, the Association Declarations, and ByLaws.

Fines for Rules Violations.

Fines stated in the “Notification of Fine Violation” letter are computed as follows:

1. For failure to provide a lease completed questionnaire to the Property Manager 30 days prior to renting or selling a unit: \$150.00.
2. For destruction, defacing or altering common areas, limited common areas or unit exterior: \$100.00 plus replacement and labor costs.
3. For making interior structural changes without approval of the Board of Directors: \$100.00 plus replacement and labor costs.
4. For all other violations: \$10.00 per day, calculated from the date of “Written Notification of Violation” and continuing until violation is corrected.
5. Feeding of ducks, geese or other wildlife is prohibited. Violations could result in a \$150.00 fine.
6. No dog shall be permitted in any portion of the Common Grass Area unless on a leash or under owner’s control. Violations may result in a \$77.00 fine.
7. Owners will be fined \$250.00 for altering the walking path across the Berme from Heritage Sound property to the beach area.
8. Parking in such a manner so as to impede or prevent ready access to any parking space, garage, fire hydrant, mailboxes and walkways could result in a \$25.00 per day fine.
9. Disposal of Hazardous Materials: First Offense could result in \$100.00 fine. Second Offense: \$175.00 fine. Third Offense: \$250.00 fine.

Fines are payable with common charges on the first of the month following the violation. If this levy is not paid with the common charge fee, it will become part of the total amount due to the Association and subject to late charges. Unit owners whose common charges continue in arrears are subject to attorney’s fees for collection under the procedures established by the Board of Directors.

Procedures In Case of Violations.

Unless otherwise specified, if the Board of Directors determines that there may be an alleged violation of any of these Rules and Regulations, it may cause a notice in writing to be sent to the unit owner to correct or desist from such alleged violation as soon as possible but within seven (7) days of the date of mailing such notice. If the unit owner disputes the alleged violation, he may make written demand for a hearing within ten (10) days of the date of mailing such notice. Upon receipt of such demand the Board of Directors shall call such a hearing, giving reasonable notice thereof to the unit owner. The hearing shall be held before a committee of the Board of Directors.

If the committee finds that the unit owner has not complied with the above violation notice, the Board shall forthwith give the unit owner a notice of hearing in writing to be mailed.

If the unit owner fails to appear at that hearing or to correct original violation, the Executive Board may levy a \$25.00 charge for each violation. Each day that a violation continues after the date for compliance as set forth in the first notice shall constitute a separate violation. Any charge so levied is to be collected as a summary charge against the particular unit involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce the

collection of common charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive or other relief provided by law.

Reporting Rules: Violations

Any resident who witnesses a violation should report the violation in writing to the Property Manager. In your letter explain the situation, identify the rule in question, and identify the violator plus unit number. The source of the complaint will be kept confidential, but must be signed. NOTE: Please DO NOT report rule violations to the Heritage Sound Association Facility Manager.

Separable Provisions

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

INSURANCE

The Association carries property, liability and flood insurance as specified in the Bylaws. The resident is responsible for insurance on personal property within his dwelling unit and in any limited common area that has been assigned for his use including upgrading or other changes he has made. The unit owner should check with his insurance agent to determine the adequacy of coverage on items for which he is responsible.

The deductible for property insurance insuring the common elements is \$10,000. If a claim is made under the master policy due to the negligence of any one unit owner, the unit owner responsible for the damage resulting in the claim shall be responsible for the deductible. The Association will, at no time, have any responsibility for any unreimbursed property damage.

In case of pipe burst/water damage:

Step One: Turn water off to your unit. For shut-off locations: Go to Heritage Sound Association website: www.heritagesoundcondo.com. Click on **Residents**. Then click **Location of Utilities Controls**.

Step Two: Call the Property Manager at 203-672-5917

Increase in Rating

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

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.

MISCELLANEOUS

Modification and Waiver

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

Barbecues

Barbecuing is permitted only in patios or picnic areas.

Boats

The only boats allowed on the property are those which are maintained and stored in a townhouse garage without interfering with the parking of a vehicle in the garage. Boats, which displace vehicle parking space in a townhouse garage, are not permitted.

Campers

Campers and recreational vehicles owned by residents are permitted provided they are parked in either a townhouse garage or carport while on Heritage Sound property.

Electrical Devices or Fixtures

No electrical devices creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a unit, which affects other units or the common elements, is prohibited. Any damage resulting from such misuse shall be the responsibility of the unit owner from whose unit it shall have been caused. Total electrical usage in any unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Fireworks

No fireworks are permitted to be exploded on Heritage Sound property.

Lint Filters on Dryers; Grease Screens on Stove Hoods

All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All lint filters and grease screens will at all times be kept in clean order and repair by the unit owner.

Obstructions and Storage in Common Areas

No unit owner shall cause or permit any obstruction of the common areas or limited common areas reserved for the use of his unit which will interfere with ready access to the unit by security personnel, firemen, or others called in an emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through patio areas, the only items permitted to be stored on decks or patios are: lawn furniture, barbecues, and flower planters. Bird baths and other lawn decorations are not permitted.

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

Any unauthorized items stored on common or limited common element areas are subject to removal and disposal at the unit owner's expense.

The Association will not be responsible for items left on the lawn, which may be damaged by lawn care operations.

Occupancy Restrictions

Each residential unit is restricted to residential use as a single family residence, except for home professional pursuits not requiring regular visits from the public, or unreasonable level of mail, shipping, trash, or storage requirements. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants. No sign indicating commercial uses may be displayed outside a unit. "For Sale" or "For Rent" signs are not to be posted in doors, windows, or at any other location on the Heritage Sound complex.

Offensive Activities and Disturbances

Each resident shall behave in a mannerly fashion being considerate of all others at all times.

No noxious or offensive activity shall be carried on in or within the properties of the Association, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other persons within the Association.

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

No resident shall make or permit to be made any disturbing noises in or outside the buildings by one's family, tenants, or guests; nor do or permit anything to be done by such persons that will interfere with the rights of other members or occupants.

No resident shall play upon, or suffer to be played upon, any musical instrument or operate, or suffer to be operated, a phonograph, television set, radio, or other audio equipment, at such volume or times so as to cause a disturbance to other residents.

Noise

Be considerate when closing doors or using mid-rise walkways and stairs because sound resonates.

No unit owner shall make or permit any disturbing noises in the units or permit action that will interfere with the rights, comforts or convenience of other unit owners.

The sound of a musical instrument, radio, TV or electronic recording equipment such as but not limited to tape players and CD's is not permitted to be played at such high volume as to cause a reported disturbance to other unit owners.

Outdoor Decorations

Unit owners or residents shall not hang or display anything on the outside walls, doors, windows, other parts of the exterior structure or on/in any common area or limited common area without the prior written consent of the Board of Directors. This includes, but is not limited to awnings, canopies, shutters and television/radio antennas.

This restriction is not intended to prohibit generally accepted decorations/accessories, such as nameplates/knockers on doors, seasonal/holiday decorations; nor is it intended to prohibit the hanging of the flag of the United States of America. Such decorations should be aesthetically attractive and should be removed within a reasonable time period after the end of the seasonal or holiday period.

Decorations such as chimes, which cause disturbance to other unit owners, may be subject to removal.

No decorations are allowed on lawns or plantings beds in common areas. Bird feeders, bird houses, and birdbaths are allowed in patios only.

No townhouse patio wall ornaments, decorative items or lights shall be permitted which are a reported source of annoyance to your neighbors.

No clothes, sheets, blankets, laundry of any kind, flags, or other articles shall be hung out of a window where it can be seen from any part of the common areas, with the following exceptions: The Flag of the United States of America is permitted, as are gate decorations such as wreaths, flower baskets, flower arrangements.

Metal decorations, chains, pinwheels and bric-a-brac are not permitted.

Decorations should be removed within 14 days after the holiday.

Painting Exteriors

Owners or residents shall not paint, stain or otherwise change the color of any exterior portion of any building.

Pest Control

Elimination of animals or insect infestation of any type is the responsibility of the Association. Rodent or bug infestation should be reported immediately to Facility Manager so it does not become a community problem.

Heritage Sound Association engages an exterminating service which is part of the regular budget. Therefore, costs for independent exterminating services are not reimbursed unless approved by the Property Manager prior to engaging the service.

Pets

All pets must be registered with the Association.

All dogs must be licensed by the Town of Milford. Any dog found without a tag will be considered a stray and removed from Heritage Sound property at the owner's expense. In no event shall any dog be permitted in or on any portion of the common elements unless supervised or attended while on a leash. Violations may result in a fine.

No animals, birds or reptiles of any kind shall be raised, bred, or maintained in units for any commercial purposes.

Dogs, cats or domesticated birds may be kept in units.

Dogs and cats are restricted to two per unit.

Seeing-eye dogs and hearing-ear dogs are permitted.

Owners and caretakers of pets are held responsible for any damage or injury caused by any pet owned by them, their families, guests or tenants.

All dogs must be walked on a hand held leash and supervised at all times when on the property.

No pet shall threaten or interfere with any resident or guest of Heritage Sound.

Pets are not to be "curbed" on any roadway, walkway, or close to any building. Owners or caretakers of pets are responsible for the **IMMEDIATE** removal of any feces.

In no event shall any pet be tethered close to or on any patio, roadway, walkway, or on limited common property or common property.

Each owner shall be responsible for any person hurt by his pet and shall hold the Association blameless from any claim resulting from any action of his pet.

When pets are housed in units, the owners will indemnify and hold the Association blameless against any and all claims, liabilities, demands, debts, obligations, costs, and expenses which may be sustained by or asserted against the Association and the members of its Board of Directors by reason of acts of said pets committed in or about the Association property. The unit owners shall also be responsible for the repair of all damage resulting from acts of their pets.

Any pet causing or creating a nuisance or unreasonable disturbance that is in violation of the rules will result in the following:

First Offense: Notice of Violation/Hearing will be sent to the Unit Owner. A \$177.00 fine may be assessed.

Second Offense: Unit owner will be required to remove pet permanently from the property within ten (10) days after written notice from the Property Manager.

Pond

The pond is not to be used for any recreational purposes including fishing, boating, swimming, or ice skating.

Restrictions on Outdoor Cleaning, Washing, and Drying

No objects such as rugs, towels, clothes, sheets, blankets, or laundry shall be hung from any window, door, or deck. Rugs and mops shall not be shaken in such a manner as to cause dust to be blown towards persons nearby.

Smoke Detectors and Fire Prevention

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

Smoke detector alarms are to be installed and maintained properly by the owner, under penalty of law, in the following locations:

- Midrise Units - Ceiling or wall in bedroom hallway
- Townhouses – Ceiling or wall at top of stairs

The U.S. Fire Administration recommends changing the batteries of smoke detectors at least once a year and testing detectors at least once a month.

Burn only hard and dry wood in fireplace to minimize creosote buildup. WHEN BURNING WOOD, DO NOT USE FIREPLACE AS A SOURCE OF HEAT. METAL CHIMNEYS WILL NOT TAKE THIS ABUSE. Paper logs are not designed for use with metal chimneys so do not use.

Have gas furnaces cleaned and change filters regularly.

Wood burning stoves and gas fireplace logs cannot be installed without a Variance Request.

Storm, Screen, Garage Doors, Windows

Variance Forms must be filed and authorized by the Association to ensure they will be of approved design, structure and color. Screen and storm doors may be installed at the owner's expense and the owner is responsible for all costs of installation, repair and maintenance. Doors must be brown and must be maintained by owner. Storm windows that meet Association specifications may be installed and maintained at the owner's expense.

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

Any plastic sheeting installed over a window as insulation must be on the inside **not** the outside of the window. Window treatments – blinds, shades, or curtains – must be aesthetically attractive.

Swimming Pool and Adjacent Area

1. There is no lifeguard. Swim at your own risk.
2. Hours: 9:00 a.m. to 9:00 p.m. Before 9:00 a.m. pool is closed for cleaning. Cleaning time may vary depending on cleaning requirements.
3. State and local health regulations: Before entering pool, a shower must be taken; persons with known communicable diseases or infections of the eye, ear, nose or throat may not use the pool.
4. Food, alcoholic beverages and glass containers are prohibited in the pool area.
5. Registration: Residents and guests *must* enter their names, unit numbers, and number of guests in the registration book at entrance to pool enclosure. Each unit being represented at the pool must have its pool tag present. **THERE IS A LIMIT OF FOUR (4) GUESTS PER UNIT.**
6. Guests *must be accompanied by a resident* unless the Property Manager has been notified in writing of a live-in guest. **THERE IS A LIMIT OF FOUR (4) GUESTS PER UNIT.**
7. Children under the age of 14 *must be* accompanied by an adult resident at all times.
8. Children not toilet trained are *prohibited* from the pool.
9. Noodles are permitted. **NOT PERMITTED:** Jumping or diving, ball playing or running; electronics playing without earphones. No rough play or behavior that will endanger a swimmer or cause a nuisance to those at poolside. No snorkeling equipment, toys or floats are permitted in or around the pool.
10. If oil or suntan lotions are used, you must shower before entering the pool as oils and lotions can clog pool filter. Please cover pool chairs and lounges with a towel.
11. No animals are allowed in the pool or picnic area.
12. Pool steps must be kept clear at all times.

Picnic Area

1. Arrangements to use for a private party must be made with the Property Manager at least two (2) weeks prior to the event.
2. Owners are allowed no more than two (2) parties per season.
3. No non-resident children's parties are allowed. (Child celebrant must be a legal resident at Heritage Sound.)
4. Guests at party must remain in picnic area. However, up to four (4) guests at one time may use pool if accompanied by resident. (See Pool Rule #6).
5. Furniture and grills are to be left in clean condition. This is the responsibility of the party host.
6. Party hours 11:00 a.m. – 9:00 p.m.
7. Limit of up to twenty-five (25) guests per party.

8. Notice of party must be posted at pool at least one (1) week prior to the day of the party.
9. Party host is responsible for proper behavior of all guests. Please be considerate of all those at the pool.

Reporting Swimming Pool and Picnic Area Rule Violations

Any resident who witnesses a violation should report the violation in writing to the Property Manager:

Melissa Gouveia

Alan Barberino Real Estate, LLC

PO Box 1664, Wallingford, CT 06492

OR

Alan.Barberino@gmail.com.

In your letter/email, explain the situation, identify the rule in question and identify the violator plus unit number. The source of the complaint will be kept confidential, but must be signed.

NOTE: Please do NOT report violations to the Facility Manager.

Tag, estate, or garage sales

Tag, estate or garage sales are not permitted except when determined by the Board of Directors. Call the Property Manager for guidelines.

Tennis Courts

1. Tennis Courts are for Heritage Sound residents and their guests. Guests must be accompanied by a Heritage Sound resident.
2. Registration: Players must register, even if court is not reserved, by entering their name and unit number on the sign-up sheet posted on the bulletin board at the entrance to the courts.
3. Time Limits: Playing time is limited to one hour for singles and 1-1/4 hours for doubles, unless a court is not in use. Reservations may not be consecutive. Reservations apply for a 10-minute grace period beyond the reserved time.
4. Practice: If you are practicing alone and people are playing on the other court, please do not use more than three balls.
5. Proper tennis attire: Tennis shoes are required. Commonly accepted tennis attire is required. Men should wear shirts.
6. Food, alcoholic beverages, glass containers, and pets are not permitted within the tennis enclosure.
7. Loud noises are not permitted.

8. Litter: Use the wastebaskets. Keep the court clean.
9. Responsibility: Residents are responsible for their guests' compliance with all tennis area rules.

The use of the courts are for enjoyment and amateur purposes only. No professional lessons are allowed.

PARKING, TRUCKS, RECREATIONAL AND SIMILAR VEHICLES, AND OPERATION OF MOTORIZED VEHICLES/BICYCLES

Compliance with the Law

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

Parking

No vehicle shall be parked in such a manner so as to impede or prevent ready access to any parking space, garage, fire hydrant, mailboxes and walkways. During an emergency no parking is permitted on any roadway at any time. Violators will be subject to a \$25.00 per day fine. Each unit is assigned two (2) parking spaces. No motorized vehicles are to be stored in living quarters of any unit. All residents are responsible for their guests' parking.

Driving or parking on grassed areas is strictly prohibited. Parking on all perimeter roads overnight is strictly prohibited.

No vehicle with more than four wheels or larger than one ton, is permitted to be stored or parked overnight in the parking areas or common areas.

No camp trailer or recreational vehicle or boat belonging to residents or their guests is permitted to be parked or stored on Heritage Sound property except for loading and unloading.

Also included as vehicles not permitted, except as noted below, are those displaying "camper" license plates or substantially modified and/or equipped differently from the original manufacturer's specifications. This includes, but is not limited to external cooling units, electrical connections, pump out fittings, valves, regardless of the type of vehicle registration. However, the Executive Board, on a case by case basis, may authorize a vehicle with "camper" plates to park on the complex. Such authorization must be in writing.

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

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

Parking of an unregistered or inoperable motor vehicle on Heritage Sound property is prohibited and can result in the vehicle being towed at the owner's expense.

Motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the property, except for temporary repairs completed within twenty-four (24) hours.

Long term storage (defined as one month or more) is not permitted outside of carports or townhouse garages.

Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles

The operation of snowmobiles and off-road vehicles, such as dune buggies, trikes, quads, RV Camper Trailers, and buses is prohibited on Heritage Sound property.

Registered motorized bicycles and dirt bikes must be driven on established roadways only and only by individuals holding a valid driver's license.

Repairs to motor vehicles are limited to emergency repairs only. Unit owners and occupants are responsible for clean-up and remedy of any damage or staining resulting from any oil, chemicals, etc. which spill or leak onto the pavement of the parking lot, street, driveway, or garage floor. Cost of cleanup by an outside contractor hired by the Association will be charged to the unit owner to whom the vehicle belonged.

Abandoned or inoperable vehicles must be removed from parking areas within a reasonable amount of time, not to exceed three (3) days.

Storage of unregistered motor vehicles is not permitted on the common elements at any time.

Vehicles Permitted under Limited Conditions

Trucks with either a cargo bed and/or rear seats are permitted **provided** that they are parked in either a carport or townhouse garage. Those with commercial plates or logos or **not** permitted. Commercial vehicles may be parked in the area adjacent to the Maintenance Building overnight.

Moving vans and U-Hauls are permitted for not more than twenty-four (24) hours and for personal use of residents only.

Motorcycles and mopeds, which must be parked in either a townhouse garage or carport at all times, may be operated for direct access to and from the unit lived in, provided the noise does not become a reported source of annoyance.

Vans and panel trucks are permitted, **provided** they are parked in either a townhouse garage or carport at all times while parked on Heritage Sound property. Those vans with Commercial license plates or logos are **not** permitted. Vans with backseats and rear windows are permitted.

RECREATIONAL USE OF COMMON AREAS

No lounging or playing is permitted that interferes with the peaceful possession and proper use of the property by its residents.

Special group activities requiring the use of a common area may be acceptable if a written request is made by a resident to the Board of Directors and approved.

Children are not allowed to play in walkways, stairwells or elevators.

No obnoxious or offensive activities shall be carried on in any unit or in common areas which is a reported source of annoyance to neighbors.

Sledding is not permitted on the hill parallel to Monroe Street.

Heritage Sound is not responsible for any accidents resulting from the use of the Pool, Tennis Courts or surrounding facilities.

TRASH, RUBBISH AND DEBRIS

Disposal of Bulk Rubbish

All cartons, packing crates, boxes, etc. must be flattened out before being disposed of. Large articles that are not considered "ordinary" household trash or garbage, such as furniture, appliances, box springs and mattress, must be disposed of by the unit occupants.

Dumping of chemicals, motor oil, paints or toxic wastes and their containers is not permitted.

All large items as those mentioned above must be transported to the Milford Transfer Station by each individual owner or tenant. Permits may be obtained free of charge by calling the City of Milford Transfer Station (refuse) at 203-783-3265 when transported by passenger vehicles. Call 203-783-3265 for fees for all other vehicles.

There is a bulk pick-up twice a year by the City of Milford. Residents will be advised in advance.

Hazardous Materials

Disposal of sites for household chemical waste and other:

City of Milford Transfer Station, 755 Oronoque Road, 203-783-3265. Open: Saturday 7:00 a.m. to 12:00 Noon. Monday through Friday 7:30 a.m. to 3:00 p.m. Closed 11:55 a.m. to 12:30 p.m.

Hazwaste Central Regional Water Authority, 90 Sargent Drive, New Haven, CT 06511, 203-401-2712.

First Offense: Notice of Violation/ Hearing and possible \$100.00 fine will be sent to the owner.

Second Offense: Unit owner will be assessed a \$175.00 fine.

Third Offense: Unit owner will be assessed a \$250.00 fine.

Recyclables

Collection is approximately 8:00 a.m.: Midrises – every Friday; Townhouses – every other Friday.

Newspapers – Must be clean, dry and tied with string or bundled into a brown paper grocery bag.

Corrugated Cardboard - with corrugated (alternating ridges and grooves) kraft (brown) paper only; uncoated; clean and dry; flattened.

Glass, Metal and Aluminum – Food and beverage containers washed clean.

Aluminum Foil – washed clean and folded flat.

PET (Polyethylene Terephthalate) and HDPE (High Density Polyethylene – Plastic containers, code 1 and 2 are acceptable.

Trash Collection

All household trash, organic or inorganic matter, is to be put into black plastic bags and sealed before being deposited:

For Midrises: Do not overload compactor. Never place wire hangers, bundled papers or boxes, explosive substances, kitty litter, diapers, glass aerosol cans, needles or other sharp objects, or any material larger than the width of the chute in compactor.

Follow notes of caution posted above door of compactor chute and tie off bags before dropping down chute.

Items, which the compactor cannot accommodate, must be left in the storage bins outside of building (back of elevator wall) in plastic bags or boxes for Tuesday or Friday pickup.

For Townhouses: Place at the curb of each unit the morning of collection, not the night before. All trash must be put out in black plastic bags, trash cans or blue recycle bins. Trash cans and bins must be stored in garages.

Any resident who honestly finds it necessary to put trash out the night before collection must use a trash can with a secure locked-down lid and not put can out before 8:00 p.m. or will be fined \$25.00 per violation.

Trash collection is approximately 8:00 a.m. Tuesdays and Fridays. If collection day falls on a holiday, collections will be made the following day.

HERITAGE SOUND ASSOCIATION, INC.

SERVICES AND MAINTENANCE

INTRODUCTION: The Association will maintain building exteriors, common areas and limited common areas, in conformity with the original concept and intended character of Heritage Sound Association. Interior repairs and replacements are the responsibility of the owner or as otherwise specified in the Bylaws.

DEFINITIONS:

Amended Bylaws and Bylaws. Both mean the Bylaws of Heritage Sound Association as amended.

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

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

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

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

BUILDING MAINTENANCE GENERAL POLICY

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

Enclosures and floor coverings for Patio or Balcony.

No patio or balcony shall be enclosed or covered in whole or in part by any screen, awning, addition or change. No floor covering shall be installed on any balcony or patio.

Owner Responsibilities.

Owners are responsible for their furnaces, air conditioners, hot water heaters, kitchen appliances, washing machine and dryer, electrical fixtures, plumbing fixtures - including sinks, tubs, showers and toilets -, garage door hardware, gutters and downspouts within patio areas, patio drains, screen doors, storm doors, weather stripping, window screens.

Owner Responsibility for Repairs and Maintenance and for Negligence.

The Bylaws provide that each owner is responsible for the maintenance of and repair to the interior of his unit. The unit owner is also responsible for all damages to other units, as well as to the common and limited common areas, if such damages are the result of his negligence, misuse, or neglect.

Repairs to common areas and facilities will be made by the Association and charged to the owner.

Patios.

All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of patios. The use of paint or colored stain is not permitted. For safety purposes, flower boxes or other objects should be properly secured. They should not present a hazard or other damage.

Screens

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

The Association is responsible for items not listed under Heritage Sound Owner Responsibility.

The Association is responsible for damage to a Unit from an event in any Common Area, but only to the extent of restoring interior walls; undersurfaces of ceilings; carpets. Insurance adjustments are subject to wear and tear.

Roofs

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

Window Glass and Garage Doors

Heritage Sound is responsible for replacement of window and slider glass and for garage doors.

LANDSCAPING

Landscaping of the common areas is under the supervision of the Heritage Sound Association and will be so maintained except for plantings installed by residents after receiving approval of a Variance. All request for care of trees or lawns are to be made in writing to the Property Manager for Board review.

Drainage, Water Runoff, Erosion

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

Seasonal Lawn Maintenance

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

Spring Cleanup

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

MAINTENANCE PROCEDURES

Air Conditioners, Furnaces, Window Fans.

Replacement air conditioning and furnace installations require Vairance Requests and are to be done by licenses contractors who must obtain permits from the City. Window air conditioners are prohibited. Window fans that extend beyond window frames are prohibited.

Emergencies

Maintenance office hours are Monday – Friday from 7:00 a.m. to 3:00 p.m. (203)-878-1918

For emergencies before 7:00 a.m. or after 3:00 p.m. on weekdays or on weekends and holidays, call the Property Manager at 203-672-5917.

Keys

Call a locksmith if you are locked out weekends or after 3:00 p.m. weekdays. Maintenance workers receive double time pay, portal to portal, when they are called to the property. This expense will be the responsibility of the Owner.

Preventative Maintenance

To avoid frozen pipes in townhouses, do not set heat below 58 degrees in cold weather. Leave bath and kitchen cabinet doors open to heat the back walls. Tell a neighbor when you are going to be away overnight or weekends. Notify the Property Manager if you are going to be away for an extended period. You may want to have a plumber winterize your unit if you are going to be away for any extended period.

Change air filters on the heating and cooling system every 1-3 months for health reasons and to improve the efficiency of the ventilator system.

The filter **in townhouse units** is behind the bottom panel of the gas furnace.

The filter **in the midrise end units** is in the ceiling of the front entrance hall.

The filter **in other midrise units** is in the hallway in front of the bathroom door.

Regularly inspect hot water tank, base of toilets and caulking around tub and shower for leaks.

Shut off washing machine faucets between washings. Check hose on washer about every two years. If it needs to be replaced, use stainless steel braided hoses.

Signs of water heater leakage: Rust on pipes coming from top of heater, and rust or water around metal base of heater.

Sanitary Lines.

Heritage Sound is a large complex whose total elevation is low in comparison to the Milford Town's sewage plant. This system works fine and can easily accommodate normal effluent. However, it is not equipped to handle large, bulky, and non-soluble waste material. To avoid the expense and inconvenience of cleaning a backed-up system, please avoid using the sanitary lines to dispose of the following: Disposable Diapers, Sanitary Napkins, Plastic Food Wrap, Heavy Sudsing Detergents, Rubber Products, Grease, Paper Towels, Coffee Grounds, Kitty Litter.

Security

Do not hesitate to notify the Property Manager and Maintenance Facility Manager and call the police (203-878-6551) if you see anything suspicious.

Lock windows, doors, and cars. Keep sliding glass doors locked. Always turn bolt lock in doors.

Unauthorized motor vehicles may be challenged as to the reason of their visit.

Notify Property Manager and Maintenance Facility Manager, police and neighbors when leaving for an extended period.

Unauthorized soliciting by individuals or groups is not allowed in Heritage Sound.

For medical emergencies, fire, and accidents, dial 911.

Midrises: All guests must use intercom. Do not open door until person identifies self. Do not permit strangers to enter building with you. Do not leave main door propped open at any time.

Snow Removal

Every effort is made to keep the main roads open when it snows. Once it stops snowing, side roads, parking areas, and walkways are done. **PLEASE DO NOT PARK YOUR CARS ON THE MAIN ROAD UNTIL IT HAS BEEN CLEARED.** Until the main road is cleared, use your garage/carport, visitor parking spaces, or open parking spaces. Once the main roads are cleared, park there until the parking areas are plowed.

Each resident is responsible for snow removal from his patio. However, Maintenance will shovel a pathway inside the patio for residents who have a special need. Please advise the Maintenance Facility Manager well in advance.

Work Order (Service) Request Forms.

Fill out and submit a Work Order Request by going to the Heritage Sound website at: www.heritagesoundcondo.com. Click on **Residents**, then click on **Work Order Request**. OR, fill out a paper "Maintenance Request Form" and submit to Maintenance Office or leave it in their mailbox. You will be notified when the work can be done. Verbal requests are not acceptable.

MISCELLANEOUS

Guides

No part of the property shall be used for other than housing and the purposes for which the property was designed. Each unit shall be used as a residence for a single household.

The number of resident occupants is limited by the Milford House Code to two persons per bedroom.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the property. The only exceptions are home professions without either on-site employees or regular visits from the public.

No "For Sale" "For Rent" or "For Lease" signs are permitted on any part of the property or in any unit. Open house signs are permitted if permission is obtained from the Property Manager.

No unit shall be used or rented for transient, hotel or motel purposes. Absentee owners may lease their units for no less than a 6-month term. A copy of the lease, as well as the prescribed completed questionnaire, must be filed with the Property Manager PRIOR TO OCCUPANCY.

Draperies, blinds, curtains or inside shutters may be installed and maintained by each resident on all windows in his or her unit. Sheets, blankets or similar material are not permitted as window coverings.

Each unit owner has the obligation to maintain his unit so as not to create a safety hazard to others.

Nothing shall be done to the unit that could cause HAS insurance coverage to be cancelled, increased, or violates law.

Propane heaters are prohibited. Generators require a Variance Request.

PROCEDURES FOR EMERGENCY ACCESS TO UNITS

Neither the Association nor Property Manager shall hold MASTER KEYS to any unit. In case of an emergency such as water leakage, burst pipes, or other condition which could

endanger people or cause damage to other adjacent property, attempts will be made to contact owners or residents of the unit in order to make emergency repairs and control further damage.

If the resident or owner cannot be located within a reasonably short period of time, the Association will authorize forcible entry into the unit. **Also refer to page 24, “Right to Enter Unit.”**

RESIDENCE UNITS – INTERIOR

Minor interior repairs, such as setting of nails in wall panels, filling the settlement cracks and correcting damage to the interior trim are the owner’s responsibility.

The owner who desires to alter his unit structurally, or the attic area above it, must file a Variance Request form with the Association and receive authorization in writing before proceeding with such alteration. The unit should make certain that the person or firm selected for any alteration has registered at the Maintenance Office before starting and that all required building permits have been obtained and filed with the Facility Manager.

Association

The Association is responsible for damage to a unit from an event in a common area but only to the extent of restoring interior walls, undersurfaces of ceilings and carpet, subject to adjustment for wear and tear.

Floor Covering

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

Trim: Wood, Metal, etc.

The unit owner is responsible for all interior repairs or replacements – for example: doors, jambs, and trim, cabinets, counter tops and bathroom fixtures.

Wall, Floor and Ceiling Damage

When walls, floors, or ceilings are damaged by water, from other than rain or melting snow and ice entering the unit, the Association will assume no responsibility for the cost of replacement or repair.

Such water entry could be the result of leakage or overflow in another unit – for example, backup of drains or sewers. Damage from water in one unit cause by the negligence of the owner in another unit will be billed to the negligent owner.

Damage from stoppage within a unit owner’s fixture or appliance is the responsibility of the owner.

RIGHT TO ENTER UNIT

The ByLaws provide for the right of entry for inspection or repair with notice and the right of immediate entry without notice by the Maintenance Facility Manager and/or other authorized personnel in an emergency. To minimize damage resulting from the need to gain entry to a unit, provide the Maintenance Facility Manager with a key.

An alternative to providing the Maintenance Facility Manager with a key is to leave a key with a non-working neighbor and notify the Facility Manager.

Working residents should list their business phones with the Facility Manager. Note: Failure to provide the Facility Manager with the means to gain entry to the unit in an emergency will result in the homeowner being responsible for repairs associated with the emergency entry.

SUPPLEMENTAL RULES FOR MIDRISE RESIDENTS

Unlike a regular apartment house, the midrise units are unique in that there is no superintendent on the premises. Therefore, in addition to the foregoing rules and guidelines applicable to all Heritage Sound residents, midrise residents are also subject to the following:

Balconies

Be mindful of neighbors when sweeping balconies or watering plants.

Rock salt, salt compounds or ice choppers should not be used to remove snow or ice from concrete balconies.

Carports

Carports should be used by residents for their vehicles in order to leave the maximum number of parking spaces available for guests.

Compactors

Do not overload compactor.

Never place wire hangers, bundled papers or boxes, explosive substances, kitty litter, diapers, glass, aerosol cans, needles or other sharp objects, or any material larger than the width of the chute, in compactor. Items which the compactor cannot accommodate must be left in the storage bins outside of building (back of elevator wall) in plastic bags or boxes for Tuesday or Friday pickup.

Follow notes of caution posted above door of compactor chute and tie off bags before dropping down chute.

Detergents

Use low-sudsing detergent in midrise units because soap powders such as Tide, Dash or Cheer have a tendency to back up in water lines.

Elevators

Owners are responsible for damage or soiling to the elevator or glass doors by lessee, guests, pets, movers, or trades people.

Owners will be held responsible for damage to midrise elevators or common areas as a result of either their own or their tenants moving in or out of Heritage Sound.

Grills and Space Heaters

Propane gas grills, charcoal grills, and kerosene space heaters are prohibited.

Hardwood or Other Floors

A cork underliner must be put under a hardwood or any floor other than carpeting or linoleum, installed above the first floor.

Moving

It would be preferable to schedule moving on weekdays so as not to tie up the elevator on weekends.

Instruct movers to unload elevator promptly into the vestibule to avoid inconveniencing other residents.

Owners will be held responsible for damage to midrise elevators or common areas as a result of either their own or their tenants moving into or out of Heritage Sound. When cleaning up, put debris in plastic bags or boxes and leave in storage bins outside of building. If there is a sizeable amount of debris, it should be taken to the Maintenance Building. This applies to residents incoming and outgoing.

Security

All guests must use intercom. **Do not** open door until person identifies self. **Do not** permit strangers to enter building with you. **Do not** leave main door propped open at any time.

Storage

The Fire Marshall prohibits anything, including but not limited to bicycles and other toys, to be kept in the area outside the storage bins or at the bottom of stairwells.