

WOODLAKE, INC. REGULATIONS

Effective December 18, 2018

Please read and become familiar with the Regulations contained in this booklet. All Owners of Units in Woodlake, their families, guests, service persons and tenants, must abide by the Regulations for the betterment of each person's individual lifestyle and property appreciation for all Owners. Please take SPECIAL note of the MOTOR VEHICLE, PET, and ALTERATION REGULATIONS, as these are the most common violations noted in Woodlake. Each of the Regulations is an order issued by the executive authority of Woodlake, Inc., having the force of law.

1. **Maintenance Standards – see Article 1 – Owners have a responsibility to adhere to the standards to prevent loss or damage to their unit or their neighbor's unit. Please carefully review Article 1.**
2. **Motor Vehicles - see Article 12 - only 2 motor vehicles per unit. A limited number of special permit parking spaces (at an additional fee) are available. Residents MAY NOT regularly use visitor parking for a third vehicle. Check with the office if you need an additional parking space. Note that it may not be located close to your unit.**
3. **Pets - see Article 8. Only 2 dogs or cats per unit. Cats are not permitted to roam. Dog feces must be picked up immediately from all Common Areas.**
4. **Yard Use – please refer to Article 5. Bicycles, toys and gardening items may not be left in Common Elements.**
5. **Alterations – All exterior alterations and many interior alterations must have an approved variance. Refer to Article 18 and related appendices.**

TELEPHONE NUMBERS

WOODLAKE OFFICE: 203-263-5303
Office Hours: Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding holidays
Note: Answering Service takes all calls whenever office is closed.

WOODBURY POLICE: 203-263-3400

EMERGENCY - FIRE/POLICE: 9-1-1

WOODBURY ANIMAL CONTROL: 203-910-3228

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Article 1. Maintenance Standards for Woodlake Owners

1.1 According to the Connecticut State Statutes (Section 47-257e) effective July 1, 2010

“If any common expense is caused by the wilful misconduct, failure to comply with a written maintenance standard promulgated by the association or gross negligence of any unit owner or tenant or a guest or invitee of a unit owner or tenant, the association may, after notice and hearing, assess the portion of that common expense in excess of any insurance proceeds received by the association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner’s unit.”

Woodlake is a condominium community governed by that certain Amended and Restated Declaration of Condominium made as of 17 March 2014 and recorded in Volume 402 at page 1217 of the Woodbury Land Records, as amended (the “Declaration”). Terms not otherwise defined in this document shall have the meanings given them in the Declaration.

Woodlake Units are physically connected to one or more neighboring Units. Units must be maintained, and any maintenance, repair, replacement, or remodel work done on or around a Unit must be performed in a manner that will not adversely affect any other Unit. Each person who enters Woodlake is required to abide by all of Woodlake’s rules and standards. In addition, all Owners are responsible for ensuring that any work done inside their Unit will not result in damage to any other Units. Woodlake requires that all hired workers provide their company name, address, phone number, Connecticut license number, and insurance certificate to the Woodlake Office before any work begins. It is the Owner’s responsibility to obtain all permits, as needed, from the town of Woodbury and to submit a Woodlake Variance Request for alteration approvals, as applicable. If an owner has a specific question about these requirements, they should contact the Operations Manager at manager@woodlakect.com or 203-263-5303.

1.2 The following are required Maintenance Standards for all Woodlake Units (the “Standards”). Failure to abide to these Standards, resulting in damage and/or adversely affecting any Unit, Limited Common Element or Common Element may result in a charge back to the Owner’s account for any portion of the common expenses incurred in excess of any insurance proceeds actually received by Woodlake, Inc. (the “Association”), whether that excess expense is due to the application of a deductible or other causes. Each Occupant of a Unit has the responsibility to act in compliance with the Standards and each Owner of a Unit has the responsibility to ensure that the Unit is kept in compliance with all Standards at all times. The Owner of a Unit will be held responsible for any actions or failures to act by an Occupant of that Owner’s Unit that result in a violation of these Standards.

The Standards are:

- (a) Each Owner shall obtain and maintain current homeowners' insurance coverage and, if applicable, renters' insurance, including coverage for loss assessment, personal property, loss of use and personal liability.
- (b) During the period from December 1 through April 30 of each year (cold months), each Unit must be heated to maintain a temperature of not less than 55 degrees Fahrenheit in all living areas and basements contained within the boundaries of the Unit.
- (c) The Owner is responsible for adhering to these Maintenance Standards even if the Unit is unoccupied for any reason and should, therefore, plan to have the Unit checked on a regular basis. Compliance with these Standards is the responsibility of the Owner regardless of who is or is not residing in the Unit.
- (d) The Association has the right of access to all Units under Declaration Section 12.3 to protect and preserve Woodlake property. Owners have a duty to provide access as required in the Declaration. It is recommended that Owners provide a key to the Office for use in emergency situations or to check the status of vacant Units, especially during cold months. If a key for access is not provided, the Owner will be responsible for any damage caused by the Association obtaining required access to the Unit through other means.
- (e) Clothes washer and dishwasher connections must be maintained. Washing machine hoses must be steel braided and should be turned off when the Unit is vacant, or machine is not in use. If there is a leak from a clothes washer or dishwasher connection that results in damage, the Owner of the Unit containing the clothes washer or dishwasher will be financially responsible for all repairs.
- (f) Dryer vents and air handling ducts must be kept clean. Proof of this work may be required. Dryer lint filters must be cleaned out after each use.
- (g) No running water spigots may be left unattended or allowed to cause overflows. Outside faucets may not be used between November 1 and April 1 of each year and the water to those faucets must be turned off.
- (h) Each Owner is responsible for the maintenance, repair and replacement of bathroom vent fixtures and exhaust ductwork, and the Unit's heating and air conditioning systems.
- (i) All plumbing fixtures must be kept maintained and repaired to prevent water damage. Any leaky pipes, valves, showers, bathtubs, sinks and toilets must be promptly repaired. Running toilets, dripping faucets and other malfunctioning water fixtures must be promptly repaired in order to avoid excessive water usage costs to the community.
- (j) All Owners shall know where the main water shut-off valve is located for their Unit. Absentee Owners must inform their tenants of the valve locations. This valve must be

kept accessible and in good working condition. The main water shut-off for the Unit shall be used immediately in case of a water leak in the Unit in order to avoid further damage. **Any questions or problems with the shut-off valve(s) must be reported immediately to the Office.**

- (k) Water leaks can cause immediate damage to property and can cause dangerous mold conditions to occur. All Occupants owe a duty to the Association and the other Woodlake Residents to report to the Association any leak or other condition resulting in escaping water immediately after identifying any such leak or condition or as quickly thereafter as is reasonably possible. Evidence of mold or conditions that could lead to mold, or any damage, sounds, or other evidence of running or seeping water must be reported immediately.
- (l) Each Owner shall be responsible for maintenance, repair and replacement of the water heater that services their Unit. Each Owner shall replace the water heater that services their Unit based on the recommended or rated useful life of the water heater. Each Owner shall install an automatic shut-off valve on any new water heater installed in their Unit.
- (m) All driveways, walkways, Common Elements and Limited Common Elements must be maintained clear of obstructions, debris, or garbage. No obstruction, garbage or debris shall be left or stored in any Unit, Garage or Car Port, or left on any deck, porch, balcony, patio or stoop, Common Element or Limited Common Element by any Owner.
- (n) Each Unit is required to have a fire extinguisher in the kitchen and one near any grill being used, and they must be easily accessible.
- (o) Each Owner shall be responsible to install smoke detectors, to manufacturer's specifications, in and/or outside every bedroom, and on each level of the home, including the basement. A carbon monoxide detector should be installed, to manufacturer's specifications, on each level of the home; including the basement. The Owner shall be responsible to change the batteries as needed to ensure proper operation of the alarm.
- (p) Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit breaker boxes. No single electrical devices or assemblage of electrical devices creating electrical overloading of standard circuits may be used. Owners are responsible for any electrical work done within their Unit. Proper permits must be obtained and provided to the Association prior to work on circuit breaker boxes or changing them, and such work must be performed by a properly licensed and insured electrician.
- (q) Each Owner shall be under a duty to use reasonable care to properly maintain, repair and replace the fixtures and improvements located within the boundaries of their Unit as well as any Limited Common Elements which the Owner is required to maintain, repair and replace.

- (r) Occupants shall not engage in any activity that could potentially be dangerous, hazardous, harmful, or cause damage to their Unit or other Units. Owners shall not permit anything to be done, stored or kept in any Unit, the Common Elements or Limited Common Elements which may cause damage. No one shall park a vehicle in an area or manner as to obstruct or hinder access to any Units, block road access or fire lanes.
- (s) Each Owner shall provide the Association with a current Owner/Resident Information Form, including contact phone and address information for the Owner. If the Unit is leased, the Unit Owner shall also provide the Association with the Owner/Resident Information Form for the tenant, as soon as the Unit is leased. This information, including vehicle registration information, shall be updated by the Owner as soon as any changes occur. Owner and tenant contact information shall be current and available for the Association's records and to use if there are maintenance issues.
- (t) Each Owner shall be responsible to pay all damages and costs incurred by the Association to repair any damage to their Unit, any other Unit, and Common Element or any Limited Common Element as a result of the Owner's failure to comply with these Standards.
- (u) All windows and sliders shall be kept intact and in a neat and presentable fashion. Windows in disrepair or in a damaged state, including without limitation having cracks or broken seals, shall be replaced at the Owner's expense. It is the Owner's responsibility to maintain, repair, and/or replace all windows, sliders and doors as needed, in accordance with Articles 10 & 17 of these Regulations.
- (v) Fireplace Maintenance.
 - (i.) Fireplace flues, chimneys and fireboxes must be inspected at least once each year, prior to the first operation of the fireplace for each heating season, and not later than November 15 of each year, by a licensed chimney or fireplace masonry contractor. Any pellet stove, insert, wood stove or other accessory to a fireplace (each a "Fireplace Accessory") will be inspected with the inspection of the fireplace. The Association will hire one or more inspectors and establish a schedule for these inspections. Upon the request of an Owner, the Association may, however, waive the requirement for the Owner's Unit to have the regular annual inspection if the Association received evidence from the Owner, satisfactory to the Association, that the fireplace, fireplace flues, chimneys, fireboxes, and any Fireplace Accessory have not been used since the prior inspection of those items and will not be used in the current heating season. Notwithstanding the grant of any waiver of the regular annual inspections, however, the Association reserves the right to have the fireplace, flues, chimneys, fireboxes and accessories in any Unit inspected under this regulation at any time.
 - (ii.) Any necessary maintenance or repair work (collectively "Fireplace Maintenance") revealed by such inspection shall be performed by a licensed chimney or fireplace masonry contractor. The term Fireplace Maintenance will include any necessary maintenance or repair work on any Fireplace Accessory. Any Fireplace Maintenance

work shall be noted in the report of the inspector to the Association for future action. To the extent the work required is the responsibility of the Association, it will be performed by the Association as time and budget permits. To the extent the work is the responsibility of the Owner, it will be performed at the Owner's expense and in accordance with all applicable laws. The Association may, by notice to any Owner, prohibit the use of any fireplace or Fireplace Accessory until any necessary Fireplace Maintenance has been completed and approved by the Association.

- (iii.) Each Owner must cooperate with the inspection and maintenance process, including providing reasonable access into the Owner's Unit by the inspector and by any other contractor hired by the Association to perform any cleaning or other work required as a result of the inspection.

Article 2. General Information

2.1 Woodlake is a condominium community comprised of seven geographic groups existing under that certain Amended and Restated Declaration of Condominium made as of 17 March 2014 and recorded in Volume 402 at page 1217 of the Woodbury Land Records, as amended (the "Declaration"). Capitalized terms not otherwise defined in these Regulations shall have the meanings given them in the Declaration. The day-to-day management of the community is handled by the operations Manager with the assistance of the Association staff, at the Association office in the Clubhouse (the "Office"). Each and every Occupant within Woodlake is responsible for his or her own compliance with the Declaration, Bylaws, Regulations and all applicable laws and ordinances governing the Woodlake community. In addition, each Owner is responsible for all acts of:

- (a) any person or persons leasing or licensed to use the Owner's Unit (each a "Tenant", collectively, "Tenants");
- (b) any person or persons residing with the Owner or a Tenant in the Owner's Unit, whether children or adults; and
- (c) any person or persons permitted access to the Owner's Unit, whether to visit, perform services, or for any other reason.

2.2 This booklet contains only the Woodlake Regulations. The Declaration and Bylaws, the ordinances of the Woodlake Tax District, and the laws of all other governmental bodies having jurisdiction should be consulted for additional information.

2.3 THE MANAGER IS AUTHORIZED TO CITE OWNERS AND TENANTS FOR ANY VIOLATION OF THE WOODLAKE REGULATIONS. VIOLATORS MAY BE SUBJECT TO A FINE AS PROVIDED HEREIN.

2.4 Any restrictions on animals in these Regulations shall not be deemed to apply to any certified service animal while such animal is on duty.

2.5 All Occupants must comply with all laws, rules and regulations of any governmental or quasi-governmental body having jurisdiction over any Occupant's property or activities. Violations of any Municipal or State law will be considered a violation of these Regulations and may be dealt

with through management or appropriate outside authorities.

2.6 Each section, subsection or provision of these Regulations is declared to be severable. If any section, subsection or provision of these Regulations shall be determined to be invalid for any reason, such decision shall be deemed not to affect the remaining sections, subsections or provisions hereof.

2.7 A Resident is any person lawfully living in a Unit, whether such person is Owner, Tenant or residing in the with the consent of an Owner or Tenant.

2.8 Any reference made to “an Owner in Good Standing” shall refer to an Owner of any Unit who is not more than 30 days in arrears to the Association in the payment of Common Expense Liability, having no unpaid fine on their account (unless such fine is being contested in accordance with these Regulations and no final decision hereunder in such contest has been rendered) and not having been notified, in writing, of loss of privileges due to behavioral or other problems as noticed by the Manager or the Board. A “Resident in Good Standing” is a Resident of a Unit owned by only Owners in Good Standing, who is registered as a Resident as required by Regulation 3.1. If any requirement in these Regulations of being an Owner in Good Standing or a Resident in Good Standing causes unusual hardship, the affected Owner may appeal to the Board for a waiver of the requirement, which waiver may be granted subject to such conditions and limitations as the Board may deem appropriate.

2.9 Enforcement of the Woodlake Regulations shall be impartial and objective. Personal considerations and circumstances of Owners, including Woodlake, Inc. Board members, shall not impact enforcement of the Woodlake Regulations.

Article 3. Registration Procedure

3.1 All new Residents, whether Owners or Tenants, MUST register with the Association by providing the information required on the Registration Form. A copy of the current Registration Form is available in the Office or may be printed from the website.

3.2 Upon registering, each new Resident will receive motor vehicle stickers **and special parking permits, if applicable.**

Article 4. Complaint Procedures

4.1 Complaint.

- (a) All complaints for violations must be submitted in writing to the manager. The Manager or his/her designee may also note violations on his or her own initiative.
- (b) The Manager will send a letter (the “First Notice”) to the Owner responsible for the alleged violation as provided in Regulation 2.3, with copies to the Board President,

the Chairman of the Regulations Committee, and such Owner's Board Representative. If the person allegedly causing the violation is not an Owner, a copy of the letter will also be sent to such person if the contact information for such person is known. If the violation is not remedied within ten days after the First Notice is given, further notices with fines may be sent as provided in Section 4.2.

4.2 Fines.

- (a) The Board has given the Manager the authority to levy a fine for a violation in accordance with these Regulations. Fines may be enforced against the Owner (or Owners) and such Owner's Unit as if the fines were a common Expense Liability owed by such Owner(s), in accordance with Section 15.2(d) of the Declaration.
- (b) The Owner responsible for the alleged violation will have ten days after the First Notice to remedy the violation. Thereafter notices may be given, and fines assessed, not more frequently than once in each calendar day. Fines will be levied for violations in accordance with the following schedule, depending on how often the Owner has received notice of a violation of a regulation:
 - (i) First Notice: Warning – No Fine
 - (ii) Second Notice (Same Regulation): Fine applies as listed on the WLI Misc. Owner Charge Table
 - (iii) After the Second Notice, for each notice of a violation of the same regulation the fine amount will increase as listed on the WLI Misc. Owner Charge Table
- (d) Following the third fine (fourth violation), the Owner responsible for the violation will also be requested to attend a hearing before the Board.

4.3 Appeals. Any Owner who has received a First Notice or against whom a fine has been levied shall have the right to appeal to the Board by filing a written Notice of Appeal with the Board within 21 days of the giving of the First Notice or the notice of the fine. The Board shall conduct a hearing within 40 days after the Notice of Appeal and render its decision within 30 days after said hearing. Any decision by the Board shall be final.

4.4 Restrictions on Use. All Residents who remain in violation of any Woodlake Regulation for ten days after receipt of the First Notice, may, in addition to any fine, be restricted from use of the Woodlake Recreational Facilities. The Resident will be advised of the restriction by notice and the restriction will remain in force until the violation is corrected and fines, if any, are paid in full. During any period of restriction all applicable identification cards may be suspended and/or confiscated until the restriction is lifted.

Article 5. Yard Use

5.1 No personal property of any Occupant is to be left on the Common Elements when not in Use. Such unattended property is not only an eyesore but also hazardous and may be run over or otherwise damaged by land care equipment or may cause damage to the land care equipment.

Anyone leaving personal property in the Common Elements does so at that person's own risk of loss of or damage to the property and the owner of such property will be held responsible for any damage to the land care equipment resulting from the property being left in the Common Elements. Personal property includes, but is not limited to, hoses, sprinklers, yard equipment, toys, wading pools, chairs and tables. Any personal property left unattended in the Common Elements will be considered abandoned and may be disposed of by the Manager.

5.2 Minors at play in Common Elements **MUST BE APPROPRIATELY SUPERVISED** by an adult. Adult Owners and Tenants will be held responsible for the acts of minors residing with or visiting them.

5.3 All play activity is limited to the rear and side of buildings. **NO PLAY ACTIVITY IS ALLOWED WITHIN THE COURTYARDS, OR FRONTS OF UNITS**, except as provided in 5.6(b). The "courtyards" in Woodlake are the areas extending from the front door of each Unit to the building opposite such door.

5.4 Wading pools are limited to one per Unit and when in use, are to be located in near proximity to the user's Unit's deck/patio. All wading pools must be portable and be emptied and stored out of sight daily.

5.5 Portable children's sand boxes will be allowed on decks and patios only and must be covered when not in use.

5.6 Wheeled Items.

(a) No bicycles or any other wheeled apparatus are allowed on any Common Elements lawn.

(b) Toddlers may ride tricycles, big wheels and wagons on sidewalks **ONLY**.

(c) No two wheeled bicycles, skateboards, rollerblades, etc. are allowed on any sidewalk within Woodlake.

(d) All children under the age of 16 **MUST** wear a helmet at all times while using a Wheeled item.

(e) Hoverboards and skateboards are not permitted on roadways or parking lots within Woodlake.

5.7 Nothing shall be done on the grounds, whether visual or audio in nature, which may be or may become an annoyance or nuisance to Woodlake residents. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, radio, tape or record players, telephones or machinery of any kind shall be located, installed, operated or maintained on any Limited Common Elements or Common Elements or within any Unit if operation of same is audible outside the Unit.

5.8 Use of any weapon, including but not limited to BB guns, pellet guns, guns, arrows and knives is prohibited in any Common Elements or Limited Common Elements. Transporting or carrying of certain weapons without proper registration is also prohibited by the Town of Woodbury.

5.9 Only propane grills or cookers are allowed to be used on or under decks and balconies, or on patios. Any charcoal grill must be located 10 feet from any building when in use. Grills must be properly stored on the deck, balcony or patio when not in use. Outdoor candles in fireproof containers (i.e. glass, ceramic, metal) are allowed on decks, balconies and patio areas only when monitored by an adult and extinguished completely before leaving the area.

All other open flame devices are prohibited from use on any Common Elements or Limited Common elements. Open flame devices include, but are not limited to, Tiki Torches and fire pits.

5.10 The trapping or butchering of animals on Common Elements or Limited Common Elements is strictly prohibited.

Article 6. Trash Bins

6.1 Observe published and posted recycling procedures. Contact the Office for more information. See Appendix 6.1 for the current recycling procedures.

6.2 Put household refuse in plastic bags and tie securely, before placing in garbage bins provided by Woodlake.

6.3 Replace covers on trash containers where available and keep garbage bin cover/door closed. Keep the container and surrounding area neat and clean.

6.4 All paints, oils, solvents, and similar products should be brought directly to the Woodbury Transfer Station or other properly designated disposal areas suited for such contaminants.

6.5 Large items, moving boxes, etc. are not picked up with the household trash. Contact the Office if you need assistance to bring these items to the Maintenance Area. There may be a fee for disposal of large items. Contact the Office for more information. DO NOT LEAVE DISCARDED ITEMS AT GATE TO MAINTENANCE AREA.

Article 7. Garages

7.1 Garage doors should be closed during the day and MUST be closed overnight.

7.2 No motor vehicles are to be parked in front of garage doors, except while temporarily unloading the vehicle. Vehicles of Residents must be parked in garages or spaces assigned to each Unit and not in spaces allotted for Visitors.

Article 8. Pets

Woodlake is a pet-friendly community that welcomes all responsible pet owners. Owners should be mindful of the rights of others and recognize that some residents may fear dogs or be allergic to them. Living together can work for both the pet owner and non-pet owner if pet owners are responsible and considerate. Respect is the key.

Pets may be kept only in compliance with the Declaration and Bylaws. **Residents are restricted to two pets (2 dogs, 2 cats or 1 cat and 1 dog) per Unit.**

8.1 No animals can be bred for commerce. No animals shall be raised or kept in any Common Elements.

8.2 Dogs are not permitted outside any Unit unless leashed or crated and accompanied by a responsible person. Complaints concerning roaming dogs should be directed to the Town of Woodbury's Animal Control Officer.

8.3 Dog owners must REMOVE their dog's feces from all Common Elements and Limited Common Elements, IMMEDIATELY.

8.4 For health and sanitation purposes, all Units must be kept free of pest infestation related to pets. In addition to any fine for violation of this provision, the Association may require a pest control professional to treat any pest problem and, if the Owner fails to obtain such treatment, the Association may obtain same at the cost of the Unit Owner.

8.5 Any pet-related odors must also be controlled for health and sanitation. Any cost incurred by the Association to remediate pet-related odors will be assessed to the Owner of the Unit which has the pet.

8.6 Noise from any pets must not disturb other Residents. This applies to all pets, and applies whether the pet is inside or outside of a Unit.

8.7 Pets are not to be left unsupervised on decks or balconies, including decks with gates.

8.8 No dog houses or other similar enclosures, dog runs or dog trolleys are permitted.

8.9 Cats are not permitted to roam.

8.10 The Operations Manager has the right to require the removal from Woodlake of any pet creating a nuisance. A nuisance may include, but is not limited to, any dog barking, cat howling, flea or insect infestation or odors caused by or arising in connection with the keeping of any pet. Whether a pet is creating a nuisance will be determined by the Manager, subject to appeal to the Board following the regular complaint procedure.

Article 9. Vandalism

9.1 Damage done to any property on or within Woodlake shall be punishable by law, where applicable. The person(s) causing such damage and the Owner(s) of the Unit in which such person is an Occupant, shall be jointly and severally responsible for to pay the cost to repair any damaged property to the satisfaction of the Manager.

Article 10. Windows

10.1 Nothing shall be hung in any window to shield light or for privacy except conventional window dressing; i.e., drapes, curtains, shades or blinds. No newspaper, blanket, sheet, poster, etc., shall be hung which is visible from the outside.

10.2 All windows and sliders shall be kept intact and in a neat and presentable fashion. Windows in disrepair or in a damaged state, including without limitation having cracks or broken seals, shall be replaced at the Owner's expense.

Article 11. Fuel Storage

11.1 Coal storage is not allowed.

11.2 Propane tanks must be stored on the exterior of the Unit and may be kept only for use in connection with a portable gas grill.

11.3 Wood and Pellet Storage.

(a) Wood and Pellet storage in garages or under decks is preferred. Do NOT store wood or pellets against a building. Wood and pellets must be stored and piled in a neat manner at all times. Wood or pellet storage in front of Units or in any courtyard is NOT permitted.

(b) Delivered wood must be stacked as soon as possible but in no event more than 48 Hours after delivery.

(c) Any wood or pellets stored on decks must be in metal type racks with maximum dimensions being 4' x 18" with a height of 4', or a 4' diameter metal hoop. The hoop or rack must have metal legs to allow aeration under and around wood or pellets.

(d) Wood and pellet storage on decks will only be allowed between September 1st and April 30th.

(e) Wood piles larger than one cord in size on any Common Elements MUST have an approved Alteration Approval from the Design Review Committee. Coverings on wood piles must be secured and neat at all times. All coverings must be black, dark green or dark brown. Bright coverings on wood piles are not acceptable.

11.4 Ashes removed from fireplaces and pellet stoves must be placed in a covered metal container and kept in such container until completely cool before disposal. In addition to any fines resulting from a violation of this regulation, failure to adhere to this regulation will result in a visit from the Fire Marshall for the Town of Woodbury.

Article 12. Motor Vehicle and Boat Regulations, Traffic and Safety

12.1 Vehicles. For purposes of these Regulations, vehicles include: all motorized vehicles, including, without limitation, cars, trucks, campers, recreational vehicles, commercial vehicles, motor bikes, mopeds, and all-terrain vehicles; all boats and other watercraft, whether or not motorized; and all trailers. Oversized vehicles are any vehicle which cannot be parked fully within existing Woodlake parking spaces while leaving room to enter and exit the vehicle within the space as well as not blocking any adjacent spaces or impeding the safe passage of regular vehicles within the parking area. Regular vehicles are all vehicles other than oversized vehicles. Oversized vehicles may park in the residential area temporarily while actively making deliveries or discharging passengers with the driver immediately available to move the vehicle if traffic is impeded. All other parking of oversized vehicles must be in any available additional parking and subject to the provisions of Regulations 12.7 and 12.8.

12.2 Commercial Vehicles. A Commercial vehicle is any vehicle with a commercial plate or which displays a logo or lettering. Such vehicles are not permitted in residential parking areas, except when servicing a Unit. The only exception to this is a regular-sized vehicle which is parked in a garage.

12.3 Vehicles to be Legal and Operational. While within the Premises, all vehicles, as noted in Regulation 12.1, must be in compliance with all laws applicable to such vehicle as if such vehicles were being operated on a public street. Each vehicle must have any required registration and may only be operated by a person licensed or permitted to operate the vehicle on a public street. Non-operational vehicles are not permitted within the Premises. Vehicles which become non-operational after entering the Premises must be promptly removed from the Premises.

12.4 Registration of Vehicles. All Resident Vehicles must be Registered with the Office. Upon taking occupancy of any Unit, each Resident of that Unit must register with the Office all vehicles owned or leased by such Resident which may be used or parked on the Premises. Any additional vehicles acquired by any Resident must be registered with the Office upon acquisition. If a Resident disposes of a vehicle the Resident will promptly so advise the Office. All Residents must periodically renew all of their vehicle registrations with the Office at such time as is designated by the Office. Registration of motor vehicle registrations with the Office at such time as is designated by the Office. Registration of motor vehicles is free; parking is subject to the provision of Regulations 12.6, 12.7 and 12.8. An identification sticker or permit will be issued which must be displayed at all times while on the Premises on either the left rear window of the vehicle or hung from the rear-view mirror (boat registrations stickers must be displayed on the front outside of the boat hull and visible when the boat is stored in a parking spot). The identification sticker or permit shall contain a unique identifying number. The name "Woodlake" shall not be included on the sticker.

12.5 Visitor Parking. Visitor parking spaces shall be limited to visitors only. Residents may not park in visitor spaces on a regular basis. Residents may park in visitor spaces when visiting residents in other areas of the community. A resident may also, on a short-term basis, park in a visitor space, in order to allow a visitor to park in the space allocated to the resident, to allow for easier access to the unit by the visitor.

12.6 Resident Parking – Unit Allocated Parking. Each Unit is entitled to at least two parking spaces for registered vehicles as allocated to the unit under the Declaration.

12.7 Resident Parking – Additional Parking and Reserved Boat Parking.

(a) Starting October 1, 2014, any additional parking available for any Resident vehicle Shall be allocated in accordance with these Regulations.

(b) Starting March 1, 2018, reserved boat parking shall be allocated in accordance with these Regulations.

(c) From time to time, areas on the Premises which may be used for additional Resident parking may be specified by the Woodlake, Inc. Board. Such parking shall be allocated by issuance of a permit for each space available.

(d) There will be a fee for the issuance of a permit. See the Woodlake, Inc. Miscellaneous Owner Charges Table for applicable fees. Fees are payable annually in advance or for a shorter period, depending on the term for which a permit is requested. Permits are issued only after full payment is received. Fees are non-refundable. Vehicles must be removed after the permit expires or be towed and stored off premises at the owner's expense. The fee schedule for parking may be changed at any time by amendment to the Regulations.

(e) Designated parking areas may be changed at any time. If space allocated to a permit holder is withdrawn from parking and no relocated parking is available, the permit may be revoked. If a permit is revoked due to reallocation of parking spaces and the Office is unable to relocate the permit to another parking area, any unused permit fee will be returned and if requested, the permit holder shall be given priority in obtaining a new permit, subject to compliance with all applicable Regulations.

(f) Permits for additional parking or boat parking may be issued only to Residents in Good Standing. If a Resident fails to maintain status as a Resident in Good Standing, any permit for additional parking or boat parking issued to such Resident may be revoked. Permits may be issued only for vehicles which have been registered with the Office under Regulation 12.4 and are otherwise in compliance with these Regulations. The Resident may only park the vehicle having such permit in the space or area specified on the permit.

(g) Permits are available by application on a first come – first served basis for the first permit per unit. If there are additional parking spaces available after the first round of permits has been issued, owners may apply for a second permit. Permits are issued annually and must be renewed annually. The Office will begin accepting applications for

permits on September 1, 2014. The Office will begin accepting applications for boat parking permits on March 1, 2018.

12.8 Special Event Parking. When more parking spaces are required for a special occasion, party or other temporary use, it will be up to the Resident(s) hosting the event to make arrangements with neighbors to use their parking spaces.

12.9 Parking Reserve Account. Proceeds from all parking permit fees and parking related fines shall be deposited into an Association reserve account dedicated to creation and maintenance of additional parking at Woodlake.

12.10 Violators May be Towed. In addition to the fines and restrictions set forth in Article 4, any vehicle violating these Regulations may be towed and stored off-premises at the vehicle owner's expense. Boats violating these Regulations will be removed from the Boat Parking Racks and stored in a temporary spot in Woodlake Maintenance area awaiting pick up or disposal.

12.11 Rules of the Road.

(a) All posted parking and vehicle control signs must be obeyed. No passing of moving vehicles is permitted on any Woodlake road.

(b) Joggers and pedestrians should keep to the left of the road and, at night, should wear a reflective vest and/or carry a light for their own safety.

(c) Bicyclists should keep to the right of the road and, at night, should wear a reflective vest and/or carry a light for their own safety.

12.12 Miscellaneous.

(a) Vehicles may be operated only on established roads. No vehicles may be operated on any lawn area other than lawn care equipment under the control of Woodlake's staff or contractors.

(b) No repairs to vehicles are permissible in residential parking areas.

(c) Storage or parking of boats is only allowed in the Woodlake designated areas. Leaving boats on the grounds of Woodlake Common areas and parking lots is not permitted, and boats violating this are subject to removal.

Article 13. Abandoned, Inoperable and Unregistered Vehicles and Unsightly Material and Equipment

13.1 Definitions

(a) The term "inoperable" as used herein shall be defined as that item of personal property which is incapable of performing the function for which it was designed by virtue of missing parts, or broken or severely damaged essential components.

(b) The term “motor vehicle” shall include all automobiles, trucks, boats, vans, camp trailers, boat trailers, house trailers, mobile homes, motorcycles, or any other motorized wheeled vehicle designated or used for highway purposes and required to be registered by the State of Connecticut Motor Vehicle Department.

(c) The term “unsightly Material” shall be defined as any material, including but not limited to household appliances, parts of motor vehicles, furniture, equipment, building materials, junk or refuse which:

- (i) is hazardous to the safety or welfare of people or property;
- (ii) offends the aesthetic sense;
- (iii) is unduly offensive to the neighbors or public; or
- (iv) is unusable, discarded, unsanitary or causes a public nuisance.

13.2 No person shall permit any abandoned or inoperable motor vehicles, whether registered or unregistered, owned by such person, to remain parked or stored in an open area within the limits of Woodlake.

13.3 No person shall store or keep any unsightly material or equipment, owned by such person, in an open area within the limits of Woodlake.

13.4 Violations I

(a) The Board or Manager, when it has been determined that a violation of Regulation 13.2 has been committed, shall provide at least one of the following notices:

- (i) A notice in person or a written notice given by registered or certified mail to the owner (if known), of the motor vehicle;
- (ii) A notice, in person or a written notice given by registered or certified mail to the last known address of the Owner of the Unit in which the owner of such motor vehicle is a resident or occupant; or
- (iii) A publication of notice to any and all interested parties one time in a newspaper having a substantial circulation in the Town of Woodbury, Connecticut.

(b) Said notice shall state that the said motor vehicle must be removed within 15 days from the date of mailing of said notice or the first publication thereof.

(c) Failure to remove such vehicle within said 15 days shall be deemed a public nuisance. In addition to any other remedy provided for a violation of these regulations, the Board or the Manager may have the violating “motor vehicle” removed from the Premises in accordance with the provisions of Connecticut General Statutes Sections 14-145c, as same may be amended. The owner of the removed vehicle and the Owner of the unit in which the owner of such vehicle is or was residing or an occupant shall be jointly and severally liable for all costs of such removal, storage or sale of same, and a lien for said costs shall exist on such “motor vehicle” and such current or former residence Unit for expenses involved in its removal, storage and sale.

13.5 Violations II

(a) The Board or the Manager, when it has been determined that a violation of Regulation 13.3 has been committed, shall provide notification to an Owner of the Unit and the owner of the unsightly material or equipment. Such notification shall consist of:

(i) A notice in person or a written notice given by registered or certified mail to the above mentioned Owner, if known, of the unsightly material or equipment;

(ii) A notice in person or a notice given by registered or certified mail to the above mentioned Owner of the Unit upon or in connection with which such unsightly material or equipment is located; or

(iii) A publication to any and all interested parties one time in a newspaper having a substantial circulation in the Town of Woodbury, Connecticut.

(b) Said notice shall state that the said unsightly material or equipment shall be removed by the owner of such or by the Owner of the Unit upon or in connection with which such unsightly material or equipment is located, as the case may be, within 15 days from the date of receipt of said notice.

(c) Failure by the owner of such unsightly material or equipment or by the Owner of the Unit on or in connection with which such is located or stored, to remove the same within 15 days after due notification has been made shall be deemed a public nuisance, subjecting the violator to the penalties hereinafter provided.

(d) If such unsightly material or equipment is not removed by either the owner of the same or the Owner of the Unit on or in connection with which such is located or stored, then, the Board is authorized to institute the necessary legal proceedings to compel the removal of such unsightly material or equipment.

(e) If the Association prevails in said legal proceedings, the said violator shall be liable for all costs of removal of such unsightly material or equipment, and shall further be liable for all legal costs incurred by the Association in compelling such removal, including its reasonable attorney's fees.

13.6 The provisions of this Article 13 shall be in addition to any fines levied in accordance with Article 4.

Article 14. Rader Pond (Woodlake Pond) and Boating

14.1 No swimming is allowed in Rader Pond at any time for safety and insurance reasons.

14.2 No one is allowed on the ice on Rader Pond for safety and insurance reasons.

14.3 Only non-motorized row boats and kayaks may be used on the pond. All boat owners are responsible for themselves, their families, guests or other permitted users, for complying with all applicable safety regulations concerning boats.

14.4 Anyone using a boat does so at his or her own risk. Life vests are required for children under 12 years of age.

14.5 Use of Rader Pond and all Woodlake recreation facilities and amenities is limited to Woodlake Residents and their guests. Guests must be accompanied by the Woodlake Resident to use any amenity.

14.6 Feeding of water fowl on Woodlake property shall not be permitted. Violators may be subject to a fine as listed on the Woodlake, Inc. Misc. Owner Charges Table.

Article 15. Tennis Regulations

15.1 Tennis courts are for the use of Residents and their guests only, for tennis play only. The term "guest" will mean a non-Resident of Woodlake (including a non-Resident Owner). A guest may use the courts only if accompanied by a Resident when playing. The host need not play. At any given time, court use is restricted to one court for a Resident and his or her guests.

15.2 No playing is allowed before 8:00 AM or after dark.

15.3 Tennis sneakers must be worn at all times on the court. No bare feet are allowed. Any suitable attire is acceptable, but players are required to wear shirts at all times.

15.4 When players are waiting for courts, play is limited to one hour for singles and 1-1/2 hours for doubles. Waiting players are permitted to ask players who have occupied the courts beyond these times to relinquish the courts.

15.5 No more than four players are permitted to play per court at a time.

15.6 No spectators, pets or non-playing children are allowed within the fenced area.

15.7 Court Area Restrictions.

(a) No food, alcoholic beverages or breakable materials are permitted within the fenced area.

(b) Can tops and other trash should be placed in the trash receptacle.

(c) No smoking is permitted in or around the tennis courts.

15.8 Small children should not be left unattended while parents or guardians play.

15.9 The Manager reserves the right to ask anyone to leave the courts for infraction of any of these Regulations. Residents may report any infractions to the Manager.

Article 16. Basketball Court Regulations

- 16.1 The basketball court will be open from 8:00 AM until sundown.
- 16.2 The court is for the enjoyment of Woodlake Residents and their guests only. Guests must be accompanied by a Woodlake Resident.
- 16.3 The court is to be used on a “first come, first served” basis. Only the Board or Manager may reserve the court for a special event, group or league.
- 16.4 No food or beverages are allowed on the basketball court other than water in unbreakable containers.
- 16.5 No skateboards, rollerblades, or bicycles are allowed inside the basketball court.
- 16.6 No profanity is permitted in or around the basketball court.
- 16.7 Trash must be disposed of in the proper receptacle.
- 16.8 Please be considerate of tennis players and residents living near the basketball court.
- 16.9 Owners should call the non-emergency police number if infractions occur after sundown.
- 16.10 Failure to abide by these Regulations may result in loss of recreation facilities usage.

Article 17. Clubhouse Use and Rentals

- 17.1 The entire Clubhouse is a non-smoking facility.
- 17.2 The Clubhouse facilities which may be rented shall include only the second floor and balconies with rights to use restroom facilities located on the first floor.
- 17.3 Rental Rates and Deposits.
 - (a) The amount of the Rental Rates and Deposits are subject to change by the Board.
 - (b) All Clubhouse rentals require a certificate of insurance, that provides liability coverage, to be submitted with the signed rental contract.
 - (c) The current rental rates and refundable deposits for both adult and children’s parties are listed on the Woodlake, Inc. Misc. Owner Charges Table.
 - (d) All rentals are also subject to additional charges for any damages. The cost of any clean up not completed by the renter, and of repairing any damages may be taken out of the refundable deposit. If the deposit is not sufficient to cover the cost, the person renting the Clubhouse shall be responsible for payment of any additional cost as a Limited Common Expense. Any unused portion of the refundable deposit will be returned to the

person renting the Clubhouse after the event and all required cleanup has been completed.

(e) Rental fees are waived for any function sponsored by the Association for the benefit of Woodlake Residents.

17.4 No event may be held for more than 150 persons.

17.5 The Clubhouse may be rented only by Resident Owners in Good Standing, or by Tenants who are Residents in Good Standing with the permission of their Owner/landlord, who will be jointly and severally liable with the Tenant for any damages assessed in connection with the rental.

(a) The person renting the Clubhouse must be present at all times during the occasion and must be named sponsor for the event.

(b) The person renting the Clubhouse will be responsible for any damages.

(c) Violation of these Regulations may render the renting Owner or Tenant ineligible for future use of Woodlake facilities.

17.6 Permitted Purposes.

(a) The Clubhouse may be rented only for the personal, non-business use of the renter. Unless sponsored by the Association and open to all Community Residents, the Clubhouse may NOT be rented for:

(i) commercial purposes;

(ii) sales demonstrations;

(iii) any activity where admission will be charged, and/or

(iv) any charitable or community activity, whether sponsored by the renter or not.

(b) any question as to whether the contemplated Clubhouse use qualifies under this Regulation 17.6 shall be referred, in writing, to the Manager.

(c) Misrepresentation on the Rental Agreement will be grounds for a fine in addition to any actual damage caused by the misrepresentation.

17.7 Reservations for Clubhouse rental should be made as early as possible with the Office during regular business hours. Reservations will be automatically canceled unless the Rental Agreement is signed, and all deposits and fees are paid at least 20 calendar days prior to the rental date. Persons who properly reserve the Clubhouse facility shall have priority over all other private use for the date specified. Reservations may, however, be canceled by the Board, without penalty, for emergency reasons, in which event any deposits will be refunded in full, so long as the emergency is not caused by the renter.

17.8 Rental is for the exclusive use of the Clubhouse as described and does not include dishes, linens, silverware, etc.

17.9 Deposits.

(a) It is the Manager's prerogative to increase the amount of deposit required at his/her reasonable discretion.

(b) Use of the projector and screen will require a fee as indicated on the Clubhouse rental agreement.

17.10 Renter's Duties.

(a) The person renting the Clubhouse is responsible to assure that the facility is clean and free of all debris by noon on the day following the rental day. If, however, another function is scheduled for the Clubhouse during the day following the rental day, then, the deadline for cleanup shall be 9:00 AM on the day following the rental day.

(b) Cleaning shall include vacuuming all carpets, cleaning any items spilled or dropped on carpets or flooring, washing all equipment used and orderly placement of all tables and chairs.

(c) Trash is to be removed from the Clubhouse area and disposed of in the trash bin under the outside stairs.

17.11 Groups of minors (18 years of age and under) must be chaperoned by at least one adult for each ten minors present. Identification of all chaperones is required at the time the Rental Agreement is signed. Notice of any change in chaperones should be given to the Office as soon as reasonably possible.

17.12 Clubhouse rentals may be for either an afternoon or an evening. Evening events on Friday, Saturday or holiday evenings must end prior to the following day at 1:00 AM; and midnight on Sundays and other weekdays.

17.13 Each person renting the Clubhouse must instruct guests to park in the tennis court area.

17.14 For occasions where alcohol is served a Certificate of Insurance which provides liability coverage for the serving of any alcoholic beverage must be provided with the signed Rental Agreement.

17.15 The Clubhouse keys may be obtained from the Office during regular business hours on the last business day preceding the rental day. All keys must be returned as soon as possible on the first business day following the rental.

17.16 The Manager or his designee shall inspect the Clubhouse and make a determination concerning the return of the deposit.

Article 18. Alteration Permits and Approvals

18.1 Design Review Committee Approvals Required.

- (a) A Design Review Committee (“DRC”) has been established by the Board pursuant to Section 13.3 of the Declaration to recommend standards and policies concerning the maintenance, repair and alteration of the Improvements and landscaping, and to interpret and apply the architectural or aesthetic standards of Woodlake. The DRC shall have a minimum of 3 and a maximum of 9 members.
- (b) No Owner may make **any** alterations or additions to the premises, whether functional decorative, which: (i) are structural; (ii) affect the exterior appearance of the Unit; (iii) affect the Common Elements (including the Limited Common Elements); or (iv) affect any mechanical, plumbing or electrical system serving the Common Elements or Units other than that Owner’s Unit (each an “Alteration”); without first obtaining approval in accordance with these Regulations.
- (c) Any upgrade made to the plumbing or electrical system serving a Unit is deemed to affect the respective plumbing or electrical system serving the entire Premises.
- (d) Any signs or name plates visible from the outside of any Unit, whether temporary or permanent, are considered Alterations which affect the exterior appearance of the Unit and require approval in accordance with these Regulations prior to installation.
- (e) Final approval, as defined herein, of any permanent Alteration made in accordance with these Regulations will be evidenced by the issuance of an “Alteration Approval”.
- (f) Any temporary Alteration, such as temporary signs or temporary ramps, shall require an Alteration Permit during the time such temporary Alteration is in use. Upon completion of the use, the Alteration Permit shall be marked: “Closed – Use Terminated”

18.2 Alteration Applications are NOT required for:

- (a) Interior decorating;
- (b) Interior storm windows;
- (c) Interior storm patio doors; or
- (d) Interior energy saving insulation, devices or equipment (other than insulation blown into the walls or cellulose insulation, as set forth in the DRC Standards, defined below).

18.3 Approval of an Alteration affecting any part of the Common Elements (included any Limited Common Elements) shall not be deemed to change the character of any area, whether Common Elements or Limited Common Elements, such character being determined solely as provided in the Declaration.

18.4 Procedure Overview. An Owner seeking to make an Alteration (“Applicant”) must follow the following steps, in the following order:

- (a) The Applicant completes the Alteration Application procedure applicable to the type of Alteration to be done, as set forth in Regulation 18.5.
- (b) If the Alteration Application is approved, an Alteration Permit will be issued.
- (c) Upon receipt of the Alteration Permit, the Applicant may proceed to make the Alteration, provided the Applicant has complied with any other legal requirements. No work may be commenced on any Alteration prior to obtaining an Alteration Permit.
- (d) Upon completion of the Alteration, the Applicant will notify the Manager that the work is complete and request an inspection of the Alteration.
- (e) If applicable, an Alteration Approval will be issued in accordance with Regulation 18.11.

18.5 Alteration Application Procedure.

- (a) Only an Owner in Good Standing may submit an Alteration Application (the “Applicant”). If a Unit is owned by more than one person or entity, all Owners must be in Good Standing and join in the Alteration Application. **A request for an Alteration Application must be made to the Woodlake Office in writing. If an Owner is in good standing the Alteration Application will be issued within two business days.**
- (b) Each Alteration Application is to be typewritten or printed legibly. All comments and signatures shall be obtained by the Applicant as required, and detailed drawings and specifications of the proposed alteration are to be included before delivering the Alteration Application to the Office.
- (c) Upon submission to the Office, the Manager will determine whether the Alteration Application is complete, including Group Director’s comments if required pursuant to Regulation 18.6 and Affected Neighbor comments if required pursuant to Regulation 18.7. If it is not complete, the Manager will return the submission to the Applicant with a note indicating what is missing. If the submission is complete, the Manager will log in the Alteration Application by assigning an official number to it and mark it with the date it was received by the Office during regular business hours of the Office (the “Entry (Date)”).
- (d) If the completed Alteration Application may be approved by the Manager as provided in Regulation 18.8, the Manager will notify the Applicant of the approval or disapproval of the application within 30 days after the Entry Date. The Manager’s approval may contain conditions or stipulations concerning how the work is to be done.
- (e) ALL Alterations other than those specified in Regulation 18.8 require DRC approval

and shall be forwarded to the DRC by the Manager promptly after the Entry Date. An Alteration Application having an Entry Date on or before the 20th of the month will be acted upon at the next regularly scheduled meeting of the DRC. An Alteration application having an Entry Date between the 21st and the last day of a calendar month shall be acted upon no later than at the second regularly scheduled meeting of the DRC following the Entry Date. The Applicant will be given notice of the date, time and place of the DRC meeting at which the Alteration Application will be reviewed. The Applicant may be asked to attend the meeting. The DRC will approve or disapprove an Alteration Application and respond to the Applicant within three business days after their meeting.

(f) Notice of final approval of an Alteration Application will be given by issuing an Alteration Permit to the Applicant. Any approval may contain conditions imposed by the approving authority. The Applicant must comply with all conditions imposed. Disapproval of an Alteration Application will be given by written notice. If an Applicant does not accept the disapproval of an Alteration Application, or does not accept any condition imposed upon an approval of an Alteration Application, the Applicant may file an appeal as provided in Regulation 18.13.

18.6 Group Director Comments.

(a) any Alteration Application which requires DRC approval must be first submitted to the Group Director for the Group in which the Applicant's Unit is located for comment. The Group Director must comment upon the Alteration Application within 14 days after it is received. If the Group Director is unavailable, a designated alternate may comment in lieu of the Group Director. The alternate may be designated by the Group Director (which designation may be made by email or fax or similar communication to the Office); or, if the Group Director is unavailable, by the President of the Board; or if the President is unavailable, by the Vice President of the Board, or if all of the foregoing are unavailable, by the Manager. If the Group Director or the designated alternate fails to respond within 14 days, this requirement will be deemed satisfied and the Alteration Application may be submitted without such comments. It is the obligation of the Applicant, however, to satisfy the DRC as to the Applicant's compliance with the requirements of this Regulation.

(b) If an Alteration requires both Group Director comments and Affected Neighbor comments pursuant to 18.7, Applicant must first get the Affected Neighbor Comments and deliver those comments to the Group Director with the request for the Group Director's comments.

18.7 Exterior Alterations.

(a) If an Alteration involves any change to the exterior of a Unit or the area surrounding the Unit, the Alteration Application must include the written reaction of any "Affected Neighbor"; except, if the Alteration is not a request for a temporary sign and may be approved by the Manager alone under Regulation 18.8, the written reaction of any Affected Neighbor is not required. An Affected Neighbor is the Owner(s) of any Unit:

(i) Which is located within 25 yards of any exterior wall of the Unit owned by the Applicant; and

(ii) from which a person can reasonably easily see the area which will be affected by the Alteration if the person is standing: (A) at the front door, (B) within any normally occupied room area, or (C) on any stoop, patio or deck. For purposes of a Tag Sale, the area affected by the Alteration will be deemed to be the Unit, the street on which the Unit is located, and related parking areas.

(b) If there is any question whether any Owner is an Affected Neighbor, the answer shall be determined by the DRC upon written request from either the Applicant or the Owner claiming to be an Affected Neighbor.

(c) The Applicant must request comments by delivering a Comment Request in the form included in the Alteration Application to each Affected Neighbor. The Comment Request must contain sufficient information to give each Affected Neighbor a reasonably clear idea of what the proposed Alteration will look like. Comments by an Affected Neighbor can include approval or disapproval of the Alteration Application and any additional comments that such Affected Neighbor has that may assist the DRC in making a decision. The DRC will consider the comments of each Affected Neighbor in making a determination of whether to issue an Alteration Permit and whether to impose any conditions or restrictions on the issuance of the Alteration Permit, but the DRC shall not in any way be obligated to conform its decision to such comments. References in this paragraph to the DRC shall be deemed to mean the Manager if the Alteration Application is for a Tag Sale.

(d) If an Affected Neighbor refuses to respond to a request for comments, the Applicant will so notify the Manager in writing, together with a statement of the efforts made by the Applicant to obtain such comments. If any Affected neighbor is not a Resident, or if the Manager determines that after reasonable efforts the Applicant has been unable to obtain comments from any Affected Neighbor, the Manager shall, at the Applicant's request and expense, send a request for comment by certified mail, return receipt requested to that Affected Neighbor at the address for that Affected Neighbor listed in the Association's Neighbor within 15 days after mailing such request, that Affected Neighbor will be deemed to have approved the Alteration Application.

18.8 The Manager has the authority to approve the following Alteration Applications without further approval from the DRC, provided the Alteration is made in accordance with the DRC Standards and otherwise in accordance with the Regulations:

(a) Storm or screen doors or patio storm doors or screens.

(b) Flower planting in Common Elements, including bulbs and seeds.

(c) Internal Garage Unit partitions. Applicant must get approval for each partition from the Owner of the Adjoining Garage Unit. The Board has determined that such partitions

materially affect the adjoining Garage Unit and the Owner of such Garage Unit shall have the sole right to refuse approval of the partition, in which case the partition will not be permitted and the Board will not accept any appeal from the adjoining Owner's decision.

(d) Electric garage door openers.

(e) Temporary signs (provided the Alteration Application must have Affected Neighbor and Group Director comments).

(f) Flag poles.

(g) Interior basement finishing.

(h) Temporary access ramps.

(i) Pellet stoves, wood stoves, and wood-burning fireplace inserts.

(j) Satellite dishes.

The Manager will give copies of all Alteration Applications, Application Permits and Alteration Approvals made or issued under this Regulation 18.8 to the DRC.

18.9 Approval Standards.

(a) The DRC has established, and the Board has confirmed the standards (the "DRC Standards") set forth in the attached Appendix 18.1. The DRC Standards are to be applied and interpreted in compliance with the Declaration. An exception to the DRC Standards may be requested, but must be approved by the Board.

(b) Application for Alterations which are not addressed in the DRC Standards will be evaluated on an individual basis by the DRC.

(c) Prior Approvals NOT Precedent. Each application for consent to an Alteration is autonomous and will be evaluated individually on its own merit. Neither: (i) a Variance or other approval granted prior to the effective date of the Regulations, nor (ii) any approval or Alteration Approval granted hereunder, shall establish a precedent and or serve as an example to justify similar Alteration Approvals requested.

18.10 Upon receipt of an Alteration Permit, all work must be done in compliance with (i) any time limits, conditions and stipulations set forth in the Alteration Permit, and (ii) the Alteration Regulations attached as Appendix 18.2.

18.11 Alteration Approval.

(a) If the completed Alteration is a permanent Alteration, is approved by the Manager and complies with all of the requirements of the Regulations, the Manager will issue an

Alteration Approval.

(b) All Alteration Approvals issued are subject to the conditions and stipulations set forth in the Alteration Approval Regulations attached as Appendix 18.3.

18.12 Violations.

(a) Any of the following is an Alteration Violation:

(i) If any Alteration is undertaken by or on behalf of any Owner, tenant or other occupant of the Premises without an Alteration Permit (including any work done after the expiration of an Alteration Permit, unless the Alteration Permit has been duly extended);

(ii) If any work done pursuant to an Alteration Permit does not comply with all of the requirements of the Alteration Permit and these Regulations.

(iii) If an Alteration is not maintained in good working order as required by these Regulations.

(b) The person responsible for the Alteration Violation ("Violator") shall be liable for the costs and subject to the requirements imposed by these Regulations. If the person responsible is the tenant or other occupant of a Unit, the Owner(s) of that Unit will be jointly and severally liable with the person responsible, and will also be deemed a Violator.

(c) If any work is being done without a required Alteration Permit, or if work being done under an Alteration Permit does not comply with the terms of the Alteration Permit, the Manager may issue a "Stop Work Order" by giving notice to any of: (i) the owner(s) of the affected Unit, or (ii) any person performing the work. The affected Owner may appeal the issuance of the Stop Work Order to the Board. All persons must immediately comply with a Stop Work Order unless and until such order is overturned or modified by the Board.

(d) The Manager shall give notice of violation to the Owner(s) of the Unit involved in any Alteration Violation, and may require the Owner to remove and restore to its original condition any area affected by the Alteration Violation, or make any repairs required to correct the Alteration Violation, all of which shall be done at the expense of Owner. If the repair or removal and restoration are not promptly and properly completed, or if the Board deems it more appropriate to have the work done by the Association, the Board may have the necessary work done and the Violator shall be liable to the Association for all expenses incurred by the Association to remove the Alteration Violation and restore the area affected by the Alteration Violation to its original state. In addition, if the Owner(s) do not perform any repair, removal or restoration work required by the notice of violation within 31 days after the giving of the notice, the violation will be subject to fine in accordance with Article 4. If a fine is applicable, each day the Alteration

Violation continues after the notice of violation and request to restore was given shall be deemed a separate violation of these Regulations.

18.13 Appeal Procedure.

(a) If an Alteration Application is disapproved by the Manager or the DRC, or if the Applicant does not accept any condition imposed upon the approval of the Alteration Application, or if the Applicant contests any notice of violation or Stop Work Order, the Applicant may apply directly to the DRC for a formally scheduled appeal hearing by making a written request for the hearing within 14 days after the Manager or DRC gives notice to the Applicant of the condition, notice, order or disapproval being appealed. The DRC will schedule a hearing within 30 days after receipt of the request and will notify the Applicant of the date, time and place for the hearing. The DRC will notify the Applicant of the decision made at the hearing, in writing, within three business days after the hearing.

(b) After the DRC appeal hearing, if the Alteration Application is still disapproved or the approval remains subject to the unaccepted condition, the Applicant may apply directly to the Board for a formally scheduled hearing by written request made within ten days after the DRC gives notice of the decision made at the appeal hearing. The decision of the Board will be final in all cases.

(c) If the Applicant fails to apply for an appeal hearing by the DRC or a hearing by the Board within the time limits set forth in this Regulation, the determination of or conditions imposed by the Manager or DRC, as applicable, shall be deemed final.

18.14 The Association shall maintain copies of all documents pertaining to an Alteration Application and Alteration Approval for at least three years following the date on which the Alteration Application process is closed by either issuance of the Alteration Approval for a permanent Alteration, the expiration of the Alteration Permit for a temporary Alteration, or the final disapproval of the Alteration Application. Thereafter, the Association shall maintain in its permanent files, copies of the Alteration Approval, any related plans and specifications, and any municipal permits or certificates issued in connection therewith. Copies of any open Alteration Permits and any Alteration Approvals affecting a Unit shall be included in the Resale Certificate for such Unit.

Article 19. Payments – General Information

19.1 Coupons for payment of Common Expense Liability are provided to all Owners.

19.2 To assure proper credit, PLEASE be sure your check is accompanied by the appropriate coupon. DO NOT COMBINE Common Expense Liability payments with any other payments (such as Woodlake Tax District payments) made at the Office.

19.3 DO NOT send cash in the mail. If you pay in person with cash, please have the EXACT amount due.

19.4 Payments for Common Expense Liability should be mailed to: **57 Clubhouse Drive, Woodbury, CT 06798.**

19.5 If you wish to hand deliver your payments, please use the slots provided at the Office.

19.6 The Association will accept payments from the Owner's bank bill pay system. However, it is the Owner's responsibility to ensure that these payments are received on time.

19.7 If you need a receipt, whether your payment is mailed, or hand delivered, a self-addressed, postage paid envelope should be enclosed with your payment.

19.8 It is the Owner's responsibility to assure that payments for Common Expense Liability are RECEIVED in the Office on or before the due date in accordance with Regulation 20.1.

19.9 It is the Owner's responsibility to provide the Office with change of address, email, and/or phone number information.

19.10 The Association fiscal year runs from each July 1st through the following June 30th.

19.11 If a dispute exists concerning any amount owed to the Association, the burden of proof is on the Owner, to assist the Owner, a payment history will be provided. If subsequent histories are necessary during the same fiscal year, there shall be a charge as listed on the WLI Misc. Owner Charge Table for each additional history.

Article 20. Payments – Late Payment Penalties

20.1 Timely Payment.

(a) **Monthly charges for Common Expense Liability are due and payable on the first day of each month.** The grace period for payment runs from the due date to the 10th calendar day after the due date. However, if the 10th day after the due date is a day on which the Office is not open for business, the grace period will end on the next day on which the Office is open for business. The postmark date is not considered the date of receipt.

(b) To be considered timely, payments must be received by the Association either:

(i) in the Office; or

(ii) at 57 Clubhouse Drive, Woodbury, Connecticut before noon on the last day in the grace period for the payment. The Association has no control over United States Postal Service mail delivery and adequate time should be allowed.

(c) All payments must be accompanied by the correct coupon.

(d) Delivery of any payment to any box outside the Clubhouse building shall not

constitute delivery to the Association, until such payment is brought into the Office with the next regular pick up of items from that box.

(e) If payment is not actually timely received by the Association, the following amounts will be assessed against the Unit, which shall be added to the Common Expense Liability for that Unit:

(i) A late fee listed on the WLI Misc. Owner Charge Table for such month; and

(ii) The amount of any costs, including reasonable attorney's fees and disbursements, incurred by the Association in connection with any action brought to collect such unpaid Common Expense Liability, whether or not suit is instituted.

(f) In addition, if payment for Common Expense Liability assessed against any Unit is not actually received by the Association on or before the last day of the month same is due, interest shall be assessed against the Unit on the delinquent payment and added to the Common Expense liability for that Unit each month at a monthly rate listed on the WLI Misc. Owner Charge Table.

(g) Checks returned for insufficient funds will carry an added fee listed on the WLI Misc. Owner Charge Table.

20.2 In addition to the provisions of Regulation 20.1, the following actions are hereby authorized with respect to any Owner who is delinquent more than 30 days in paying Common Expense Liability (a "Delinquent Owner"):

(a) The Manager is authorized to restrict access by anyone residing in the Delinquent Owner's Unit to any and all amenities provided by the Association, including but not limited to the **Rader Pond, Clubhouse rentals**, tennis and basketball courts by giving notice in writing to the Unit's Owner at least one day prior to effective date of suspension of use of the recreational amenities. Personal checks must clear the banking institution prior to reinstatement of use of the amenities.

(b) Any holder of a mortgage or other lien on the Delinquent Owner's Unit may be given notice of the delinquency.

20.3 In addition to the provisions of Regulations 20.1 and 20.2, any or all of the following actions are hereby authorized with respect to any Owner who is delinquent more than 60 days in paying Common Expense Liability:

(a) The Delinquent Owner's account may be turned over to a collection agent (which may be an attorney or law firm). A transfer fee listed on the WLI Misc. Owner Charge Table shall be added to the Common Expense Liability in the Delinquent Owner's account upon such account being turned over to the collection agent.

(b) The statutory lien for Common Expense Liability may be foreclosed by or on behalf of the Association.

20.4 Upon the occurrence of an account becoming delinquent, notice may be mailed to the last known address of the Delinquent Owner advising of the actions which may be taken in accordance with the foregoing.

20.5 The Treasurer of the Association **may** authorize the use of payment agreements in an attempt to bring current and settle delinquent accounts. The Treasurer is not authorized to reduce the amount of any Common Expense Liability owed.

20.6 All payment agreements entered into by the Treasurer for accounts becoming delinquent on or after the date of these Regulations shall be subject to the following policies, which may be waived only by action of the Treasurer:

(a) No more than three months' arrearages may be permitted to accrue in any account prior to that account being sent to a collection agent.

(b) The delinquent account must be brought current within no more than six months from the implementation of the payment agreement.

(c) If there is a default by the Owner under the payment agreement, defined as the payment agreement becoming 60 days past due, the account will be immediately turned over to a collection agent.

(d) A Payment Plan Fee listed on the WLI Misc. Owner Charge Table shall be added to the Common Expense Liability in the Delinquent Owner's account upon entering into any payment agreement. Any new payment agreement will incur a new Payment Plan Fee.

20.7 Late Notices are mailed monthly to Owners who have outstanding balances for Common Expense Liability. These notices will show the balance due, unpaid interest to date, and/or other charges due to the Association. Interest will continue to accrue on delinquent accounts until paid.

20.8 A Special Audit Fee listed on the WLI Misc. Owner Charge Table will be charged each year to any delinquent accounts that span multiple fiscal years to recover the cost account analysis services during the annual audit.

Article 21. Common Electricity

21.1 Continuous or prolonged personal use of electricity which is supplied to Common Elements or Limited Common Elements ("Common Electricity") shall be prohibited. Brief personal usage of common electricity such as for electric garage door openers, garage overhead lights and the like is permitted. Prohibited uses of common electricity include but not limited to continuous or prolonged use of power tools and equipment, charging or replacing of batteries,

equipment, or vehicles of any sort, supplying power for holiday lighting or other decorations and other similar uses.

Article 22. Holiday Lighting & Decorations

22.1 Owners and Residents are permitted to place Holiday Decorations and Lights on their Units (doors, windows, decks and balconies only) during the month of December. All decorations must be temporary and removed no later than January 15, following the Holiday. All exterior lights must be continuous-lit, non-blinking lights. No lights are to be attached to the roofs of Units or garages.

22.2 Common Elements (including, but not limited to grounds, walkways, courtyards and parking areas) are not to be used for holiday decorations without the approval of an Alteration Application. If any Resident files a complaint, the decorations in the Common Elements must be removed. Any decoration which is considered to be offensive will also be removed immediately at the discretion of the Manager. This includes decorations on a Unit, as well as in Common Element areas.

22.3 All temporary holiday lighting must be plugged into an exterior outlet on a Unit. The use of Common Electricity is strictly forbidden.

22.4 All holidays lights must be turned on after 4:00 PM and turned off by 11:00 PM daily.

Article 23. Shrubbery Policy

23.1 All shrubs, trees and other similar plants in the landscaped common areas of Woodlake will be pruned to maintain their aesthetic qualities. Pruning will be performed to keep plants within the bounds of planting beds, to maintain shape and form, and to encourage new growth. Pruning is to be performed as necessary, consistent with the following specifications. Special attention is to be given to those areas where oversize shrubs and trees could create a safety hazard, damage to buildings, or where plants are overgrown and need to be pruned for the plant's health.

23.2 Plants/shrubs shall be pruned so as to not to obscure and/or infringe upon walkways, driveways, windows or buildings, nor inhibit the growth of other plants, shrubs, bushes or trees. Pruning may be done by a contracted Woodlake landscaper, Woodlake Owner (in the area immediately adjacent to the Owner's Unit) or Woodlake employee, but in each instance the pruning work performed is to be of a professional quality.

23.3 Pruning shall be done at the appropriate time for each plant and/or as noted below:

(a) Coniferous needle type shrubs such as yews and junipers will be pruned in the early summer and in the fall. They will be pruned by removing both juvenile (including saplings) and mature growth so as to maintain a well-groomed appearance. The shrub or bush might need to be trimmed back extensively in order for new growth to regain a

healthy appearance. When located within six (6) feet of any building, the plants will be maintained at a height not to exceed five (5) feet, with at least one (1) foot of clearance from buildings and walkways.

(b) Coniferous leafy shrubs, such as the euonymus, shall be pruned in the early summer and in the fall. When located within six (6) feet of any building, they shall be maintained at a height not to exceed five (5) feet, with at least one (1) foot of clearance from buildings and walkways.

(c) Flowering shrubs such as azalea and rhododendron shall be pruned after first bloom has died, in the late spring or early summer.

(d) Deciduous shrubs, such as privet and forsythia, shall be pruned once a year in the early summer, after the first bloom has died, or in the fall (cut off flower buds); in both cases, pruning shall be done so as to maintain an overall height not to exceed seven (7) feet, with at least one (1) foot clearance from any building. This type of pruning shall be accomplished primarily through the removal of wood mature growth and some strategic removal of juvenile growth.

(e) Burning Bush shall be pruned in the fall in order to promote its full color.

23.4 A professional landscaper will determine which invasive plants and bushes shall be removed completely. All invasive plants will be removed from Woodlake property, in the Association's, sole discretion. Planting of any climbing vine or shrub, or any invasive varieties, including but not limited to Bamboo or Russian Olive, in any common area is prohibited.

Appendix 6.1

RECYCLING PROCEDURES

WOODBURY HAS SINGLE STREAM RECYCLING

This means the following can be mixed together

THE FOLLOWING ARE ACCEPTABLE

- All rinsed food, beverage and laundry containers of plastic labeled #1 through #7, up to 3 gallons – **NO black plastic, Styrofoam, or other foam.**
- Corrugated cardboard and chip board (no larger than 2ft by 2ft) – cereal boxes, shoe boxes, pasta boxes, egg cartons – **remove linings and windows.**
- Unbroken RINSED glass food and drink jars and bottles – **discard caps and lids.**
- Food & Beverage cans – rinsed, includes aerosol – **NO paint or pesticides.**
- Juice boxes and milk or juice containers – **rinsed with caps & straws removed.**
- **NO hardbound books, pizza boxes, toys, dishes, light bulbs, pots or pans.**
- **NO plastic bags. DO NOT PUT RECYCLABLES IN PLASTIC BAGS.**

ALL OTHER RUBBISH TO BE SECURELY SEALED IN PLASTIC BAGS AND PLACED IN CANS. USE YOUR DISPOSAL.

TAKE LARGE ITEMS TO DUMPSTER IN MAINTENANCE AREA.

Appendix 18.1

DRC Standards

DRCS 1. Doors and Windows.

- (a) Relocation of doors and windows will be considered. Changes must not be so extensive that the architectural integrity of the Unit is significantly changed. Design and color must conform in appearance to standard design.
- (b) All glass must be double paned. Doors may be sliding or hinged. Windows may be fixed or sliding. Casement windows will not be approved.
- (c) Doors and windows must be properly and completely caulked and have metal flashing at the top.
- (d) Storm or screen doors or patio storm doors or screens will be considered. The design and color of such storms or screens must be compatible with the décor of surrounding Units. Thin polyethylene (plastic) sheeting will not be permitted on any exterior surface of a Unit.

DRCS 2. Decks, Patios, Walks and Fences

- (a) Deck enlargements up to a maximum of four feet will be considered. In most cases, only extensions involving an increase in depth will be considered. Where an increase in another dimension is considered or with new decks, the structure, including steps, if any, must remain within the adjacent walls of the building. No alteration to any deck shall change the character of the area affected from being Common Elements to Limited Common Elements. Any portion of the deck created within Common Elements will be Common Elements, but will be nonetheless subject to the requirements of these Regulations, including without limitation the requirement for the Owner to repair and maintain the deck enlargement area.
- (b) The presence of oversize decks on some Units will in no way justify the approval of similar decks.
- (c) Extension of symmetrical decks located in close proximity on the same building face will be considered only when both Owners agree to install.
- (d) Design and color of the new structure must conform to the rest of the building.
- (e) Support footings must be poured concrete extending below the frost line.
- (f) No carpeting or covering of any kind will be allowed on wooden decks.
- (g) Deck steps will be considered only when the deck floor is three feet or less

above grade. Approval of deck steps does not mean approval of new paved walks or walk extensions.

(h) Erection of decorative fences or walls is not permitted. Privacy fences are permitted provided Affected Neighbors do not raise significant concerns. Privacy fences must be constructed of lattice or wood with the proper framing and conform to the aesthetics of surrounding Units.

(i) Installation of walks is not permitted except where a new walk is required because of an approved building change.

DRCS 3. Other Exterior.

(a) Awnings over decks will be considered. The DRC will set color and specifics of awnings. Awnings must be solid in color. Window awnings will not be considered. Awnings must be maintained in working order with the awning frame and cover material kept in good and attractive working condition at all times. Awning covers may be removed for the winter, but such removal is not to be done prior to the first of November of each year, and the cover must be reinstalled on or before the 15th of April of the following year.

(b) Flag poles six feet or less in length are permitted provided they are attached to Unit walls with suitable brackets. Erection of flag poles on lawn areas is not permitted. The location of the flag must be approved by the Manager. Flags should not block visibility or accessibility of walkways or otherwise create any possibly hazardous condition.

(c) Roof gutters will normally be approved provided a suitable location for leader discharge is approved.

(d) Material changing the color of any existing exterior surface is not permitted.

(e) Entrance, floor or spot lights will be considered. Floor or spot lights may be used only if there are no objections by Affected Neighbors.

(f) Skylights should be not greater than 30 inches wide, with flat, glazed glass. Skylights can cause roof and interior maintenance issues, including water intrusion issues. Owner will be responsible for all maintenance and repairs related to skylight and any consequential damage caused by the skylight or any water intrusion or roofing failure related to the skylight. Owner may be assessed Limited Common Expense for any additional costs to the Association arising from the skylight when re-roofing or performing roofing or other repairs in the area of the skylight.

DRCS 4. Energy Efficiency.

(a) Attic fans will be considered on an individual basis.

(b) Application of insulation blown into the wall or cellulose insulation will be

considered, but may be approved or disapproved by the DRC in its discretion.

DRCS 5. Landscaping and Common Element Use.

(a) Any change or modification to the Common Elements, including removal and/or planting of flowers, trees, shrubs, bushes, and other landscaping in an Alteration requiring approval in accordance with the Regulations.

(b) Landscaping which includes water features will not be permitted. Such items cause safety, water and electricity use and standing water (mosquito breeding and other) problems.

(c) Consistent location of outdoor furniture, grills, umbrellas, or other personal property on lawns or other Common Elements is not permitted.

DRCS 6. Satellite Dishes. Erection of external television or radio antennae is not permitted. Satellite dishes not exceeding 18" in diameter may be installed on a deck, or rear of chimney only (not on cap); and not on a building or roof. Each Alteration Application concerning the location of a satellite dish shall be reviewed and inspected by the Manager as to its visibility and any disturbance of the aesthetic attractiveness of the area in which it is to be located. The Manager shall work with the Applicant to mask or minimize any such intrusiveness, including alternate locations for the satellite dish, if required. The Manager may also deny the Alteration Application if a favorable solution is not possible. The Manager will supervise the installation of the dish to determine that it is properly located. The Applicant is responsible to ensure and maintain the structural integrity and water-tightness of the installation.

DRCS 7. Garages.

(a) Internal garage partitions are allowed **with certain restrictions as provided in Regulation 18.8 (c)**. A detailed drawing and specification, which must be followed, is available at the Office.

(b) Electric garage door openers are allowed. These must be installed by a licensed electrician or other qualified person.

DRCS 8. Signs.

(a) Temporary signs will be allowed only upon approval of an Alteration Application. Temporary signs may be approved for tag sales, in connection with the sale or leasing of a Unit, or for other events (such as signs telling people where to park for a party). Approval of temporary signs may be withheld or limited based upon frequency (too frequent use may be the basis for disapproval), on scheduling to avoid conflicts with similar events, placement of signs, sign size and/or sign design. Tag sales should normally be limited to not more than two weekends per year per Unit. Signs for tag sales must be obtained from the Office with the fee listed on the WLI Misc. Owner Charge Table. No other tag sale signs are acceptable. Only professionally made sandwich board signs shall be permitted to be used in connection with the sale or lease of a Unit and no such sign shall remain in use for more than 12 hours. Any unapproved

sign or sign remaining beyond its approved time for use may be removed by the Association. Signs which have been removed may be redeemed from the Office within 15 days after their removal upon payment of a fee listed on the WLI Misc. Owner Charge Table (such fee to be in addition to any other applicable remedy for a violation of the Regulations). If such sign is not redeemed within 15 days, it shall be deemed abandoned and may be destroyed or disposed of by the Association in its discretion.

(b) Name plates or similar identification (ID Signs) on the outside of a Unit are allowed only upon approval of an Alteration Application. Some flexibility will be permitted for ID Signs. All ID Signs shall be removed by the Owner when required for maintenance or painting of the Unit. No liability will be incurred by the Association if any ID Sign is damaged or removed by Association personnel or any authorized contractor.

(c) Business or professional signs are prohibited (other than temporary signs in connection with a tag sale or the sale or leasing of a Unit as provided in DRCS 8(a)).

DRCS 9. Auxiliary Heat.

(a) Pursuant to Section 13.16 of the Declaration: "Only electricity or natural gas may be used to provide power and heating services to the Units, provided the use of existing fireplaces in the Units to provide heat shall be permitted so long as such use is in compliance with applicable law and the Regulations. Such services shall be provided only as subject to such Regulations or conditions in the easements permitting such service as may be required by the Board, including restrictions on locations of meters and service entry points and requirements for screening of facilities."

(b) No heating unit prohibited by law may be installed. See, for example, Section 29-318b(a) of the Connecticut General Statutes prohibition of unvented fuel-burning room heaters.

(c) Pellet stoves have been determined by the DRC to be a permitted use of the existing fireplaces. Pellet stoves may only be installed to vent through an existing fireplace flue. Pellets for the stove must be stored inside the Owner's garage or carport, or inside the Owner's Unit. From Sept. 1 through April 30, pellets may be stored in a metal rack, properly covered on a deck or patio.

Appendix 18.2

Alteration Regulations

AR 1. Applicants with an approved Alteration Permit shall comply with all stipulations included in the Application Permit and the Alteration Regulations.

AR 2. Applicants must obtain all applicable building permits and pay all fees associated with same prior to commencing any work under an Alteration Permit. It is the obligation of the Applicant to determine whether any building permit is required, and to deliver a copy of any permits issued by the local authority to the Office.

AR 3. A copy of the approved Alteration Permit will be forwarded to the Town of Woodbury's building official. The Applicant is responsible for any associated fees.

AR 4. Applicants must comply with all local building and fire codes, including, without limitation, having all inspections required by law and obtaining any required certificate of occupancy, compliance or completion. Copies of any certificates issued in connection with the Alteration must be delivered to the Office.

AR 5. Whether or not an Owner applies for or obtains approval for any work as required in these Regulations, the Owner shall be deemed an Applicant with respect to all work done by or at the behest of an Owner. Applicant shall assume full responsibility for any and all damages to persons, property or the Premises resulting from any work so performed in the Applicant's Unit or any other part of the Premises.

AR 6. All areas of the Premises affected by Applicant's work shall be left in broom clean condition, with any damaged area restored to its original condition within three days after completion of the rest of Applicant's work in that area. Applicant is responsible to assure that at all times the work area is kept in a safe and slightly condition using reasonable efforts to minimize any disturbance to the neighborhood. Applicant must assure that all construction waste material is properly contained and disposed of in appropriate containers at Applicant's expense.

AR 7. The Alteration Application must include estimated start date and completion date for the work. Applicant must keep the Manager advised of the actual start date for the work and any changes in the anticipated completion date. The work must be completed prior to the expiration of the Alteration Permit. The DRC or the Manager may grant an extension of the Alteration Permit upon request of Applicant if due cause is shown.

AR 8. An Alteration Permit may be rescinded by written notice from the DRC or the Manager if the project is not started by the later of (a) the approved start date stated in the Application Permit, and (b) within 60 days of the final approval date. The final approval date is the latest of : (i) the date on which the Alteration Permit was issued; or (ii) the date on which notice of the decision of the Board on appeal pursuant to Regulation 18.13(a) is given; or (iii) the date on which notice of the decision of the Board on appeal pursuant to Regulation 18.13(b) is given. Upon request of the

Applicant, an extension of the time may be granted by the DRC or Manager if due cause is shown.

AR 9. The Manager, and his designees, will have the right to inspect the work at any time during construction, and will inspect the work when complete. Any inspection or approval by the Board, DRC, Manager or any other person acting under these Regulations shall be solely for the purpose of determining whether the work violates the consent requirements of these Regulations. Neither the Board, DRC, Manager nor any other person acting under these Regulations shall be deemed to have any particular expertise in any field of construction and approval of any work done shall not be an approval of or the rendering of any opinion whatsoever as to the (i) quality of the materials used; (ii) quality of the work done; (iii) functionality, value or utility of the work; or (iv) compliance of the work with any applicable laws.

AR 10. Applicant shall give written notice to the Manager of the date of completion of the work, within five business days after the work is finished. Manager shall thereafter inspect the work and report thereon to the DRC, with any recommendations. The DRC shall then determine whether to issue an Alteration Approval or give notice to the Applicant of any corrections needed in the work. If a notice of corrections is issued, the Applicant must make the noted corrections, unless the Applicant successfully appeals the notice of corrections, such appeal to be made pursuant to the Regulation 18.6 appeal procedure as if the notice of corrections were a condition to approval of an Alteration Application.

AR 11. Any contractor hired by or on behalf of an Owner to perform work within the Premises must have any legally required licenses for such work and must carry commercially reasonable insurance. Applicant shall give notice to the Manager of any contractors to be used in performing any Alteration work, and shall provide to Manager copies of any required license and insurance certificates.

AR 12. Upon installation of a temporary Alteration (such as a temporary ramp) for which no Alteration Approval will issue, Applicant shall be required to comply with all Alteration Approval Regulations as if such Alteration had been issued an Alteration Approval upon installation. Without limiting the foregoing, Applicant will have the sole responsibility to maintain and repair the Alteration as and when needed and to pay the costs thereof. If the Association, through the Board, the DRC or the Manager, determines that maintenance or repair of the Alteration is needed which has not been done by the then Owner, the Manager shall so notify the Owner and Owner shall perform the work required in such notice within the time specified in such notice, or, if no time is specified, within 15 days after the notice is given. Notwithstanding the foregoing, if the Manager determines that the maintenance or repair required will be most effectively performed by the Association, through its employees or contractors, Manager shall so notify Owner and the work shall be so performed and Owner shall be charged the cost thereof, which cost shall be a Limited Common Expense assessed against the affected Unit. The cost shall be paid within 30 days after the Owner is given notice of the amount of the Limited Common Expense assessment.

Alteration Approval Regulations

The following Regulations apply to any Alteration Approval:

AAR 1. Applicant, on behalf of Applicant and all future Owners of Applicant's Unit, assumes full responsibility for the quality and legal compliance of all work done by or on behalf of Applicant.

AAR 2. Maintenance and Repair.

(a) Applicant, and all future Owners of Applicant's Unit, will have the sole responsibility to maintain and repair the Alteration as and when needed and to pay the costs thereof. Maintenance and repair includes, but is not limited to, maintaining skylights to prevent water intrusion and making any repairs required by any water intrusion occurring around a skylight.

(b) If the Association through the Board, the DRC or the Manager, determines that maintenance or repair of the Alteration is needed which has not been done by the then Owner, the Manager shall so notify the Owner and Owner shall perform the work required in such notice within the time specified in such notice, or, if no time is specified, within 15 days after the notice is given. Notwithstanding the foregoing, if the Manager determines that the maintenance or repair required will be most effectively performed by the Association, through its employees or contractors, Manager shall so notify Owner and the work shall be so performed and Owner shall be charged the cost thereof, which cost shall be a Limited Common Expense assessed against the affected Unit. The cost shall be paid within 30 days after Owner is given notice of the amount of the Limited Common Expense assessment.

(c) If, however, the Association hereafter determines to install similar Alterations for all similar Units in the Premises and the maintenance and repair of previously installed Alterations of like type is assumed by the Association by express decision of the Board, Applicant may apply to the Board for relief from the obligation for ongoing maintenance and repair of such Alteration.

AAR 3. If at any time the Manager determines that the area subject to an Alteration Approval has become a hazard, the Manager may, by notice to the Owner, require the removal of all or any part of the Alteration. The Manager shall determine whether such removal is to be performed by the Owner, or performed by the Association at the Owner's expense, and shall so specify in the removal notice. If there is an emergency or highly dangerous situation, as reasonably determined by the Manager, the Manager may have the Association remove the Alteration without notice. Any decision by the Manager under this AAR 3 may be appealed to the Board by the Owner under Regulation 18.13(b) within ten days after the earlier of the date the notice is given and the date of removal.

AAR 4. A copy of the approved Alteration Approval will be forwarded to the Town of Woodbury's building official. The Applicant is responsible for any associated fees.