

# RULES AND REGULATIONS

(PUBLIC OFFERING STATEMENT EXHIBIT C)

## THE ORCHARD HOMEOWNER'S ASSOCIATION, INC.

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**TABLE OF CONTENTS**

ARTICLE I – Use of Units Affecting the Common Elements ..... 4

Section 1.1: Occupancy Restrictions ..... 4

Section 1.2: No Commercial Use..... 4

Section 1.3: Electrical Devices or Fixtures..... 4

Section 1.4: Trash..... 4

Section 1.5: Displays Outside of Units ..... 4

ARTICLE II – Use of Common Elements ..... 4

Section 2.1: Obstructions ..... 4

Section 2.2: Proper Use ..... 5

Section 2.3: Trucks and Commercial Vehicles..... 5

Section 2.4: Alterations, Additions or Improvements to  
Common Elements..... 5

Section 2.5: Deck Enclosures----- 5

Section 2.6: Affixed, Retractable Deck Awnings----- 6

ARTICLE III – Actions of Owners and Occupants ..... 6

Section 3.1: Annoyance or Nuisance ..... 6

Section 3.2: Compliance with Law ..... 7

Section 3.3: Pets ..... 7

Section 3.4: Indemnification for Actions of Others..... 8

Section 3.5: Contractors of Association ..... 8

Section 3.6: Landlords and Tenants..... 8

ARTICLE IV – Insurance ..... 9

Section 4.1: Increase in Rating ..... 9

Section 4.2: Rules of Insurance ..... 9

Section 4.3: Reports of Damage ..... 9

ARTICLE V – Rubbish Removal..... 9

Section 5.1: Disposal of Trash and Recyclables..... 9

ARTICLE VI – Motor Vehicles ..... 9

Section 6.1: Compliance with Law ..... 9

Section 6.2: Speed Limit..... 9

Section 6.3: Snowmobiles, Off Road and Unlicensed or  
Immobile Vehicles ..... 9

Section 6.4: No Parking Areas.....	10
Section 6.5: Limited Use of Trucks, Vans, Trailers and Commercial Vehicles.....	10
Section 6.6: Limitation on Number of Vehicles .....	10
Section 6.7: Guests and Parking Restrictions .....	10
Section 6.8: Penalties.....	11
ARTICLE VII – Rights of Declarant.....	11
ARTICLE VIII – General Administrative Rules .....	11
Section 8.1: Consent in Writing.....	11
Section 8.2: Complaint.....	11
ARTICLE IX – General Recreation Rules .....	11
Section 9.1: Limited to Occupants and Guests .....	11
Section 9.2: Boisterous Behavior Prohibited .....	12
Section 9.3: Children .....	12
Section 9.4: Ejection for Violation .....	12
Section 9.5: Proper Use.....	12

**Rules of The Orchard Homeowner's Association, Inc.**

- Initial capitalized terms are defined in Article I of the Declaration.
- The following Rules and Regulations apply to all Owners and Tenants of Units.

**ARTICLE I**  
**USE OF UNITS AFFECTING THE COMMON ELEMENTS**

**Section 1.1 Occupancy Restrictions:** Units are limited to occupancy by single families or not more than three (3) unrelated persons.

**Section 1.2 No Commercial Use:** Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or non-residential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding nine (9) square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. "For Sale" signs not exceeding one (1) square foot in area may be posted at the Unit, pursuant to the Unit Owner's permission.

**Section 1.3 Electrical Devices or Fixtures:** No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

**Section 1.4 Trash:** No storage of trash or recyclables will be permitted in or outside of any Unit in such a manner as to permit the spread of fire or the encouragement of vermin.

**Section 1.5 Displays outside of Units:** Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

**ARTICLE II**

## USE OF UNITS COMMON ELEMENTS

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

**Section 2.2 Proper Use:** Common Elements shall be used only for the purposes for which they were designated. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

**Section 2.3 Trucks, Commercial Vehicles, Boats and Motor Homes:** Trucks, commercial vehicles, boats and motor homes are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

**Section 2.4 Alterations, Additions or Improvements to Common Elements:** No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. Any permanent structure or device with the purpose of hanging clothes, sheets, blankets, laundry or any similar items is prohibited. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Holiday/seasonal decorations and other reasonable outside adornments are permitted on exterior of Units and surrounding foundation areas. Satellite dishes/antennae which are in compliance with FCC regulations are permitted.

**Section 2.5 -- Deck Enclosures** A unit owner, at the unit owner's expense, may construct a deck enclosure, as approved by the Board, after written application to include manufacturer and plans, and provided that the deck enclosure meets the following requirements:

- (1) the deck enclosure shall not increase or exceed the size of permitted deck;
- (2) the deck enclosure fits with the architecture of the community;
- (3) the framing of the deck enclosure shall be a dark brown, dark gray, or match of the house color, or similar shade as approved by the Board;
- (4) the deck enclosure shall be designed and constructed as a three season room with single pane windows, the floors and walls cannot be insulated, and no electric, hot water or forced-air heating/cooling is permitted;
- (5) the Town of Glastonbury issues a Building Permit for the deck enclosure as approved in writing by the Board.
- (6) maintenance of the deck enclosure shall be the unit owner's sole responsibility, and shall be subject to the same control, direction, and penalties for failure to comply with a Board directive, as the original unit structure;
- (7) if a unit has an enclosed deck and is listed for sale:
  - (a) The Board has the right to inspect and require any needed repairs. A resale certificate will not be issued unless:
    - (i) any needed repairs are completed
    - (ii) the unit owner provides confirmation that the new unit owner accepts

responsibility for the needed repairs and agrees to complete them within 30 days

- (b) The Board will not issue a resale certificate until the new unit owner confirms in writing that they are aware the deck enclosure is their sole responsibility for any maintenance or repair.

**Section 2.6 – Affixed, Retractable, Deck Awnings** A unit owner, at the unit owner’s expense, may install and permanently affix an retractable deck awning, as approved by the Board, after written application to include manufacturer and plans, and provided that the awning meets the following requirements:

- (1) the awning is affixed to the vertical siding of the home, directly adjacent to the deck, either partially or wholly enclosed when rolled up and not in use;
- (2) the awning shall not exceed the size of permitted decks;
- (3) the awning shall be a complimentary solid color, or a match of the house color, or similar shade, as approved by the Board;
- (4) the awning may be supported on either corner by a vertical support, or it may be “free standing” and hung from the wall without other support, and it may be extended manually or electrically;
- (5) the awning’s maintenance shall be the unit owner's sole responsibility, and shall be subject to the same control, direction, and penalties for failure to comply with a Board directive, as the original unit structure;
- (6) if a unit has a retractable awning and is listed for sale:
  - a) The Board has the right to inspect and require any needed repairs. A resale certificate will not be issued unless:
    - i) any needed repairs are completed
    - ii) the unit owner provides confirmation that the new unit owner accepts responsibility for the needed repairs and agrees to complete them within 30 days
  - b) The Board will not issue a resale certificate until the new unit owner confirms in writing that they are aware the awning is their sole responsibility for any maintenance or repair.

**ARTICLE III**  
**ACTIONS OF OWNERS AND OCCUPANTS**

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

**Section 3.2 Compliance with Law:** No immoral, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Glastonbury. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

**Section 3.3 Pets:**

**A.** One dog and/or two indoor cats, per Unit, may be kept. Pets may not be kept, bred or maintained for any commercial purposes. No pet shall cause or create a nuisance or unreasonable disturbance or noise. Dogs and cats cannot be left unattended on the deck or yard outside the home, or turned loose at any time. Dogs that are outside the Unit must be on a leash with direct control of the leash by a person at all times. (Tethering is not permitted.) Outdoor animal shelters, runs, or lines are not allowed within the Orchard Homeowner's Association. The person in direct control of the dog and/or dog owner must immediately dispose of dog waste and may not deposit waste into any adjacent forest, tree line, conservation area, or in any common area or area adjacent to any Unit. A dog's size may not exceed 85 lbs. Moreover, dog breeds generally recognized as aggressive or dangerous are strictly prohibited: these include (but are not restricted to) Boxer, Bulldog, Doberman Pinscher, Pit Bull, Presa Canario and Rottweiler. If there is doubt about suitability of a breed, the homeowner must contact the Board in writing and get Board approval prior to acquiring the animal. Pets that are temporarily at the Orchard Homeowner's Association and owned by a guest must comply with these Rules. The Unit Owner or tenant associated with the guest is responsible for Rule compliance and liable for failure to comply with these rules.

**B.** Any violation to Rule 3.3A is subject to a fine of not less than \$25.00/day up to \$100/day against the Unit Owner or tenant associated with the pet, following notice and hearing. Any and all unpaid fines shall be deemed an unpaid assessment and subject to all such enforcement rights and powers of the Orchard Homeowner's Association. Pet owners, landlords, and tenants shall be jointly and severally responsible for all the fines and costs imposed by the Orchard Homeowner's Association and all damages caused by pets to persons, common areas, and the property of others, and shall indemnify and hold harmless the Orchard Homeowner's

Association from all damage claims, including the responsibility to pay any and all attorney fees of the Orchard Homeowner's Association related to any incident concerning a pet. Any pet owner cited for violations of these rules more than three times in a twelve month period shall appear before the Board, after notice, to defend at a public hearing their continued right to have the offending pet(s) in the Unit. Any pet causing injury to any person within the boundaries of the Orchard Homeowners Association's property shall be deemed subject to immediate and permanent removal.

C. An observed violation of Rule 3.3A by any Unit owner or tenant is subject to the imposition of a fine provided: 1) the violation is reported in writing to a Board member by the person observing the violation within 48 hours of the violation, and 2) the pet owner does not successfully rebut the violation to the satisfaction of the Board.

*SECTIONS 3.3A,B,C SHALL BE EFFECTIVE AS OF NOVEMBER 15, 2010, EXCEPT THAT DOGS OWNED BY UNIT OWNERS OR TENANTS ON DECEMBER 31, 2010 ARE EXEMPT FROM WEIGHT AND BREED REQUIREMENTS PROVIDED THE PET OWNER GIVES NOTICE TO THE BOARD IN WRITING OF THE EXEMPT PET BY DECEMBER 31, 2010; NEW AND REPLACEMENT PETS MUST COMPLY WITH ALL RULES. ALL OTHER RULES APPLY TO ALL UNIT OWNERS AND TENANTS WHEN THE RULES TAKE EFFECT.*

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

**Section 3.5 Contractors of Association:** No Unit Owner shall send any Contractor of the Association out of the Property on any private business of the Unit Owner, nor shall any Contractor be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

**Section 3.6 Landlords and Tenants:** The Landlord must provide the Board with the names and telephone numbers of all rental occupants, a copy of the lease for the rental unit, and a letter from the Unit Owner stating that the tenant has been supplied with a copy of the Orchard Homeowner's Association Rules. The lease must include the following terms: 1) a violation of any applicable rule of the Orchard Homeowner's Association is a default under this Lease, constituting a breach of the Lease sufficient for the Landlord to terminate the Lease, 2) in accordance with an ordinance of the Town of Glastonbury, the basement cannot be used as a bedroom unless the unit has a sliding glass door opening to the outside from the basement, 3) tenants must abide by all Orchard Homeowner's Association Rules, which include limitations on the number and type of cars and pets, and 4) the Orchard Association may assess fines or other costs pursuant to its Rules or By-laws on either the Tenant or the Landlord, in its sole discretion; however, the Landlord and Tenant shall be jointly and severally liable for payment.

*Section 3.6 shall be effective as of June 23, 2010, but apply only to new leases or extensions of existing leases.*



**ARTICLE IV**  
**INSURANCE**

**Section 4.1 Increase in Rating:** If at any time insurance coverage as to individual Units or any element within the Common Interest Community is provided by the master insurance policy (i.e. if such coverage is required by an institutional lender or the Federal National Mortgage Association), nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, if any, or which would be in violation of any law. To comply with insurance and/or potential legal or emergency matters, the Executive Board shall request information from unit owners relating to unit occupancy, automobiles, emergency contacts, pets and insurance. Failure to supply such information may subject a unit owner to fines in accordance with our bylaws and rules.

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

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

**ARTICLE V**  
**RUBBISH REMOVAL**

**Section 5.1 Disposal of Trash and Recyclables:** Pickup of trash and recyclables will be from locations designated by the Executive Board. Occupants will be responsible for removal of trash and recyclables from their Units and to the pickup locations. Trash and recyclables are to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of trash and recyclables in the Units is forbidden.

**ARTICLE VI**  
**MOTOR VEHICLES**

**Section 6.1 Compliance with Law:** All persons will comply with Connecticut State laws, Department of Motor Vehicle regulations and applicable local ordinances, on the roads, drives and Property.

**Section 6.2 Speed Limits:** The speed limit on the entrance road is 25 miles per hour. The speed limit on other drives is 15 miles per hour.

**Section 6.3 Snowmobiles, Off Road and Unlicensed or Immobile Vehicles:** Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for motor assisted bicycles and wheelchairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of ten (10) hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the Property.

**Section 6.4 Parking Restrictions:** No vehicle shall be parked in a manner that prevents reasonable access around each of our culs-de-sac (paved areas off of Cavan and Macintosh Lane) by emergency and utility vehicles or to adjacent Unit garages. Vehicles may not be parked in such a manner as to block immediate, reasonable access to fire hydrants, sidewalks, pedestrian crossings, mailboxes, designated fire lanes, or to impede two-vehicle passage on roads and streets connecting the culs-de-sac. Vehicles that block access to emergency and utility or service vehicles shall be subject to immediate towing and removal of that vehicle, after reasonable notice to the likely Unit associated with the vehicle. No Board permission is required for special event parking involving short-stay vehicles. Special event parking along the street or roadway connecting cul –de-sacs is encouraged. Special event vehicles may be parked within the cul-de-sac, but not in a manner that prevents reasonable access around the cul-de-sac by emergency and utility or service vehicles or to adjacent Unit garages. No Unit owner or tenant has the right to grant outside parking space to another Unit owner or tenant for a period longer than four weeks in any twelve month period without written permission from the Board. Exceptions to this Rule may be granted by the Board, after consultation with all Unit Owners in that cul-de-sac.

**Section 6.5 Limited Use of Trucks, Vans, Trailers and Commercial Vehicles:** The following types of vehicles are prohibited in the parking areas or drives in excess of eight (8) hours except for temporary loading or unloading, following which the vehicle must be removed from the Property for at least sixteen (16) hours: commercial vehicles carrying a sign advertising a business; trucks, vans and vehicles having a capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

**Section 6.6 Limitation on number of vehicles:** No Unit may have more than three motor vehicles owned or operated by the occupants of the Unit that are routinely parked at the Orchard. If the Unit has two motor vehicles, then both shall be routinely parked inside the garage or at designated areas for those Units without a garage. If the Unit has three motor vehicles, then the third vehicle may be parked in the driveway directly in front of a garage door provided: 1) the

third vehicle is not routinely parked in a manner that inconveniences the adjacent neighbors' use of their garage or driveway, 2) the third vehicle is not parked in a manner that prevents reasonable access around the cul-de-sac by emergency and utility vehicles or to adjacent Unit garages. If the Unit has three motor vehicles, the third vehicle shall not be routinely parked on the street or roadway connecting a cul-de-sac. A Unit owner or tenant may request an advisory opinion from the Board as to whether a third vehicle routinely parked in the driveway would be a violation of these rules.

**Section 6.7 Guests and parking restrictions:** Vehicles owned or operated by a guest (non-Unit owner and non-tenant) may be routinely parked in the same manner as a third vehicle for a period not to exceed four consecutive weeks unless extended by the Board upon written application. The Board shall consult with all neighboring Units in the cul-de-sac in determining whether to extend parking privileges to the non-Unit occupant. The Unit owner and tenant shall be responsible for all fines and costs associated with guest vehicles.

**Section 6.8 Penalties:** The penalty for a violation of Rule 6 may include towing of the offending vehicle and storage/insurance fees at the sole cost of the registered owner, and/or a fine of not less than \$25.00/day up to \$100/day against the Unit Owner or tenant associated with the vehicle, following notice and hearing. Any and all unpaid fines shall be deemed an unpaid assessment and subject to all such enforcement rights and powers of the Orchard Homeowner's Association. The Unit Owner and tenant shall be jointly and severally responsible for all the fines and costs imposed by the Orchard Homeowner's Association Board and all damages to persons, common areas, and the property of others, and shall indemnify and hold harmless the Orchard Homeowner's Association from all damage claims, including the responsibility to pay any and all attorney fees of the Orchard Homeowner's Association related to any incident concerning the offending vehicle.

*Sections 6.4, 6.6, 6.7 and 6.8 shall be effective as of June 23, 2010; however, permission for time to comply with these rules may be granted to those Unit Owners and tenants as of June 30, 2010 who, if any, may not comply with these rules.*

**ARTICLE VII**  
**RIGHTS OF DECLARANT**  
**NO LONGER APPLIES & INTENTIONALLY DELETED**

**ARTICLE VIII**  
**GENERAL ADMINISTRATIVE RULES**

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

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

**ARTICLE IX**  
**GENERAL RECREATION RULES**

**Section 9.1 Limited to Occupants and Guests:** Passive recreational facilities (if any), open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

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

**Section 9.3 Children:** Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

**Section 9.4 Ejection for Violation:** Deleted (The Orchard does not have Recreational Facilities.)

**Section 9.5 Proper Use:** The Common Elements of the Association will be used for the purposes for which they were designed, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others.