

**RULES AND REGULATIONS
APPLICABLE TO CRESCENT VILLAGE**

(Note: Initial capitalized terms are defined in Article I of the Declaration.)

In addition to the restrictions contained in the Declaration, the following Rules apply to all owners and occupants of Units.

**ARTICLE I
Use of Units Affecting the Common Elements**

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, as defined in the Declaration.

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, if any, allowed by the applicable zoning regulations of the City of Shelton without employees, public visits or nonresidential storage, mail, or other use of a Residential 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 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.

Section 1.3 - Trash. No storage of trash will be permitted within or outside of any building or Unit in such a manner as to promote the spread of fire or encouragement of vermin. By Rule, the Association may provide additional restrictions, times, and location of deposit of trash containers and removal, and for administration of this provision

Section 1.4 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed, or exposed in, 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.

Section 1.5 - Exteriors. Owners shall not change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

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

Section 1.7 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes. A violation of this rule may result in

enforcement action and fines pursuant to Article V of the Bylaws and a special assessment pursuant to Article XIX, Section 19.3(f) of the Declaration.

Section 1.8 – Heating Usage. Each Unit Owner shall keep its Unit sufficiently heated to prevent freezing of water pipes and fixtures.

ARTICLE II **Use of Common Elements**

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

Section 2.2 - Trash. No accumulation of rubbish, debris or unsightly materials shall be permitted except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, Patios or terraces.

Section 2.3 - Storage. Storage of materials in Common Elements or other areas designated by the Executive Board shall be at the risk of the person storing the materials.

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

Section 2.5 - Alterations. Additions or Improvements to Common Elements. No alterations, additions, or improvements may be made in the landscaping, exterior surface, or outside of the buildings without the prior consent of the Executive Board. By Rule, the Executive Board may provide additional procedures for restrictions and definitions of alterations, additions, and improvements for approval and administration of this provision.

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 phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

Section 3.2 - Compliance With Law. No immoral, improper, 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 City of Shelton. 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 noncompliance therewith.

Section 3.3 - Pets. The Executive Board by Rule after Notice and Comment may regulate pets owned by Unit Owners and occupants. As an initial matter, pets are permitted in the Common Interest Community subject to the following limitations:

No animals, birds or reptiles of any kind will be raised, bred or kept in the Common Interest Community, except for: no more than two dogs of gentle disposition; no more than four cats, usual domestic birds in cages, and fish in tank, or other household pets approved by the Executive Board as to compatibility with the community. Notwithstanding the above, the Executive Board may, at its sole discretion and after providing Unit Owners with Notice and Comment, adopt a Rule that designates particular breeds of dogs known for their viciousness or ill temper which may not be kept on the Property. By way of example, and not limitation, such breeds may include American Staffordshire Terriers, Rottweilers and Presa Canarias. No animal of any kind that has venom or poisonous defense or capture mechanisms, or, if let loose, would constitute vermin, will be allowed in the Common Interest Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the Common Interest Community upon three days' written notice from the Executive Board and after providing such owner with Notice and Hearing. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. Any droppings in the Common Elements will be picked up and removed immediately to disposal facilities or other trash disposal containers. The owner will compensate any Person hurt or bitten by any dog or pet and will hold the Association harmless from any claim resulting from any action of such owner's pet whatsoever. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

Notwithstanding the above, the Executive Board, at its sole discretion, may allow a Unit Owner to keep a pet in the Common Interest Community that is otherwise prohibited by this Subsection 3.3. The Executive Board will answer any written request by a Unit Owner for such permission within 45 days after such request. Failure to so respond will not constitute consent. The Executive Board will review requests in accordance with the provisions of these Rules and the Declaration.

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 license.

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

ARTICLE IV
Insurance

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

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

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

ARTICLE V
Rubbish Removal

Section 5.1 - Deposit of Rubbish. Rubbish container locations will be designated by the Executive Board or the Manager. Pickup will be from these locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within the location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish 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 - Limitations on Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 6.3 - Speed Limit. The speed limit on all roads within the Property is 15 miles per hour.

Section 6.4 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and ATVs not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be registered and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. No unregistered vehicles may be parked, or stored, on the Property.

Section 6.5 - No Parking Areas. Vehicles may not be parked in such manner as to block access to driveways of other Unit Owners, parking spaces, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$50.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

ARTICLE VII **Rights of Declarant**

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

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, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests, subject to the provisions of the Declaration, the Conservation Easement in favor of the City of Shelton and the requirements of the Shelton Inland Wetlands Commission. 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 facilities by others is prohibited.

Section 9.3 – Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel and shall be effective after publication in the newsletter.

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

Section 9.5 – Proper Use. Recreational facilities will be used for the purposes for which they were designed. Recreational areas, equipment 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. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed and, where appropriate, customary safety equipment will be worn and used.

ARTICLE X **Swimming Pool**

Section 10.1 – Regulation of Department of Health. Regulations required by the Connecticut State Department of Health shall be included by reference.

Section 10.2 – Bathe before Entry. All persons shall bathe with warm water and soap before entering the pool.

Section 10.3 – Diseased Persons. Any person known or suspected of having a communicable disease shall not use the pool.

Section 10.4 – Spitting or Blowing Nose. Spitting or blowing the nose in the swimming pool is prohibited.

Section 10.5 – Boisterous Play. Running and boisterous or rough play (except supervised water sports) is prohibited.

Section 10.6 – Limitation on Number of Guests. Except by prior arrangement with the manager, the number of guests of one Unit Owner at any time may not exceed four.

Section 10.7 – Hours. Swimming pool hours during the season shall be **5:00 a.m. – 12:00 a.m.** **Between the hours of 10:00 p.m. – 12:00 a.m. please keep the noise level to a minimum in consideration of nearby unit owners.** The season shall be determined by the Executive Board depending on weather and the readiness and condition of the pool.

Section 10.8 – Pets, etc. Pets, glassware, underwater breathing apparatus, knives and dangerous equipment are prohibited from the pool area.

Section 10.9 – Supervisor’s Authority. The pool supervisor, if any, and staff will maintain order and their requirements as to the enforcement of the regulations, maintenance of order and enhancement of safety will be obeyed.

Section 10.10 – Children in Pool. **Children under the age of 16 who have not passed a Red Cross certified “swimmers” course shall not be allowed in the pool area unless accompanied by an adult.**

Section 10.11 – Children in Diapers. **Children requiring diapers must wear special “swim” diapers while in the pool.**

Management will store personal articles found at the swimming areas until the end of the current swimming season and will dispose of those unclaimed articles remaining at that time. Neither Crescent Village condominium Association, Inc. nor the Manager nor Management assumes any responsibility for personal property left at the pool.

ARTICLE XI **Clubhouse**

Section 11.1 – Use of Clubhouse. The clubhouse may be used only by residents and their invited guests when accompanied by a resident.

Section 11.2 – House Rules. The various facilities in the clubhouse may be used only in accordance with the rules posted for their use.

Section 11.3 – Cleaning and Damages. All persons using the clubhouse will clean-up after themselves and their guests. Residents will be responsible for any damage done to the clubhouse by themselves, the members of their families and their guests.

Section 11.4 – No Smoking. **Smoking is prohibited in and around the clubhouse except on the front porch of the clubhouse. Cigarettes and cigars are to be disposed of in provided containers.**

Section 11.5 – No Pets. **No pets are allowed in the clubhouse.**

Section 11.6 – Private Parties. The clubhouse and the outside patio may be reserved for private parties pursuant to the following rental fees and deposits, which are all due at the time of the reservation:

Rental Fee: \$150.00
Security Deposit: \$250.00

All reservations must be made through the manager on a reservation form, approved by the Executive Board. All reservations must be made on a first come first serve basis at least 14 days in advance. Under no circumstances may the pool, the fenced in area of the pool or the exercise room be reserved for private parties. The fee, security deposit and reservation agreement are due at the time of reservation. Each unit owner is allowed to rent the clubhouse a maximum of two times per calendar year. The Executive Board reserves the right to limit the amount of private parties per month and/or holidays. Reservations cannot be made any sooner than three months in advance. The Executive Board shall determine if any damage has been done to the clubhouse as a result of the party within one week of the party and either return the security deposit or determine the amount of damage and deduct it from the security deposit and/or bill the reserving party if it exceeds the security deposit amount. No event shall extend past 12:00 a.m.

The Host shall comply with all laws of the United States, State of Connecticut, County of Fairfield, City of Shelton, all applicable ordinances and all rules and requirements of police and fire departments. Host specifically indemnifies and holds Crescent Village Condominium Association, Inc. harmless from all injury, death and property damage resulting directly or indirectly from the consumption of alcohol during the event.

The Owner or resident reserving the clubhouse shall be responsible for:

- (a) providing all required party facilities;
- (b) seeing that all guests park their cars in accordance with applicable rules and parking regulations;
- (c) seeing that the conduct of the party is such as to minimize disturbance to other residents; and
- (d) see that the clubhouse is cleaned and made presentable within twelve hours of the end of the party.

Section 11.7 – Personal Property. The Association shall not be responsible for personal property left in the Building.

Section 11.8 – Management’s Authority. Management personnel have the responsibility and authority under the By-laws to expel or recommend suspension, or charge any individual whose actions are sufficiently hazardous or potentially damaging to the

Building. Responsibility for behavior of any individual, regardless of age, lies with himself or, in the case of a minor, the parents or guardians.

**Certified to be the revised rules adopted by the
Executive Board on _____.**

Ronit Glantz
Secretary (LS)