

WALNUT BEACH CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS
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1/16/18

INCORPORATING REVISIONS OF : 7/14/01
2/1/54
1/1/85
1/1/86
12/1/97

WALNUT BEACH CONDOMINIUM ASSOCIATION, INC.

SCHEDULE I

RULES AND REGULATIONS

A. Use of Units

1. No part of the Property shall be used for other than the purposes for which such part was designed.
2. Each Residential Unit shall be used only as a residence for a single family.
3. No industry, business, trade, commercial, religious, educational or otherwise, (except for home professions without employees or regular visits from the public) designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.
4. The Board of Directors, or its designated agent, may retain a pass key to the premises for use in emergency situations only.
5. No electrical device creating unusual electrical overloading may be used in the Units without permission from the Board of Directors.
6. No substantial alteration or remodeling of a Unit involving the cutting or moving of partition walls may be done without permission from the Board of Directors.
7. Misuse or abuse of appliances or fixtures within the Unit is prohibited; any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose Unit it shall have been caused.

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B. Use of Common Areas

1. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors except as hereinafter expressly provided.
2. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors. SEE
OVERLAY
3. No garbage cans, trash barrels, or other obstructing personal property shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, balconies or patios or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or patios. No accumulation of rubbish, debris or unsightly material will be permitted in Common Areas except in designated trash storage areas, nor shall unlimited common areas be used for the general storage of personal property. Limited Common Areas used for storage shall be kept neat and clean, and vermin shall be prevented. No clothes shall be hung or dried outside of the Units in the Common Areas.
4. No balcony or patio shall be enclosed or covered by any awning or otherwise enclosed without the consent in writing of the Board of Directors.
5. Unit owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.
6. Each Unit Owner shall keep his Unit and any Limited Common Area to which he has sole access in a good state of preservation and cleanliness.
7. No personal property or objects such as bicycles, toys, grilles, etc. belonging to individual Unit Owners or their family shall be permitted to be stored on the outside common grassy areas without the written consent of the Board of Directors and, in the event such written consent is obtained, the aforementioned property must be stored in those areas designated by the Board of Directors.
8. Boat owners who are either Unit Owners or their guests must receive written consent from the Board of Directors for permission to either store or anchor their boats on non-driveway common areas. No oversize boat trailers (taking up more room than one parking space) belonging to Unit Owners, shall be permitted in designated parking spaces of driveways overnight. Boat trailers belonging to guests of Unit Owners shall not be permitted at all in any areas of driveways.

C. Actions of Unit Owners

1. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas; 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 shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws of the State of Connecticut and all bylaws, ordinances, rules and regulations of the Town of Milford and shall save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

3. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that a dog, cat or other household pet belonging to a Unit Owner may be kept in Units; provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board of Directors.

In no event shall any dog be permitted in any portion of the Common Areas unless carried or on a leash or be curbed in any courtyard or close to any patio. All Unit Owners shall be responsible for picking up after their pets. This responsibility applies to guests of Condominium residents, as well.

4. Unit Owners shall be held responsible for any injuries or damages caused by the actions of any member(s) or their family or their guests.

**SEE
OVERLAY****D. Insurance**

1. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.
2. A Unit Owner shall comply with the rules and regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire insurance policy upon said building or the property contained therein.
3. Damage by fire or accident affecting the Unit or Common Areas, or the liability of the Unit Owners or the Association will be promptly reported to the Board of Directors immediately following the occurrence thereof.

E. Motor Vehicles

1. A speed limit of ten (10) miles per hour shall be strictly enforced for all motor vehicles entering or exiting the driveway parking areas. Persistent violators will be subject to fine.
2. The parking area shall not be used for any purpose other than to park motor vehicles. No motor vehicle shall be willfully parked in such a manner as to impede or prevent ready access to another owner's parking space nor impede or prevent ready access by emergency vehicles in or out of the driveway areas. Any motor vehicle parked in non-designated parking areas is liable to be towed away at the owner's expense and/or subject to fine.
3. Parking by unit owners, guests or visitors shall only be permitted in their respective designated parking spaces. Each one-bedroom unit is assigned one parking space and each two-bedroom unit two parking spaces, in accordance with EXHIBIT A and ARTICLE VI - IDENTIFICATION OF UNITS - of the Declaration of Condominium.
4. Visitor parking spaces are only for the temporary use of Unit Owners, their guests and invitees of Unit Owners or of the Association and may not be used by Unit Owners as extra permanent parking spaces. "Permanent" is defined as more than three consecutive days in any given week. Violation of the intended use of visitor parking spaces will be subject to fine.
5. Motorcycles or motorbikes shall not be permitted to be operated or driven onto the designated parking areas, and in no event shall such a vehicle be parked on the grass or other common areas. Motorcycles and motorbikes will be permitted to be parked in designated parking areas only provided that they are wheeled in from the street with their engines shut off and removed in a similar fashion. Violations of these restrictions will be subject to fine.
6. Fines referred to in this section of SCHEDULE I - RULES AND REGULATIONS - will be imposed in accordance with BY-LAWS, ARTICLE VIII - Use of Property, Section 3(d).

F. Administration

1. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time by resolution of the Board of Directors.
2. No Owner shall send any employee of the management out of the Property on any private business of the Owner.
3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Board of Directors.
4. If a Unit Owner contrary to the provisions of the Bylaws, at his own risk, pays his monthly charge directly to an employee of the Manager, the Manager will endeavor to mail or otherwise forward a receipt for such payment in fact turned over to him, but the Association and the Manager accept no responsibility in the matter.

G. Rentals

1. The Board of Directors herein defines "transient tenant" for the purpose of these Rules and Regulations as a tenant who rents a Unit for less than one year. As stated in Article VII, Section 1.e, no transient tenants will be permitted except in the case of first mortgagees who take ownership of a Unit through foreclosure.
2. All rentals shall be covered by a standard written lease drawn up by the Association, incorporating Walnut Beach Condominium BY-LAWS ARTICLE III, Section 3; Article VIII, Uses of Property; and Schedule I, Rules and Regulations. A copy of the above By-laws and Rules and Regulations shall be provided to the tenant by the owner; and by the acceptance of the lease the tenant agrees to be bound by such By-laws and Rules and Regulations. The Board of Directors will make available copies of the lease and/or the pertinent By-laws and Rules and Regulations to all unit owners renting their units.
3. All prospective tenants of Rental Units must appear together with their respective Unit Owner Landlord or his agent, before a special meeting of the Board of Directors to be held at least two weeks prior to the tenants occupancy of the unit. The purpose of this meeting will be twofold:
 - a) To explain the portions of the Rules and Regulations and By-Laws affecting Rentals to the prospective tenant and officially submit copies of same to him; and
 - b) To execute and sign the standard Condominium Lease Form provided by the Board of Directors to the Unit Owner. Upon completion the original lease will be given to the Unit Owner who will make two copies of same and distribute them before the new tenants occupancy as follows:
 - 1 copy to new tenant
 - 1 copy to Board of Directors
 - Original to Unit Owner

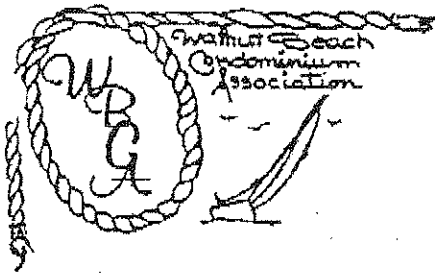
All Unit Owners who will be renewing leases with their present tenants will be required to submit a copy of the renewal lease to the Board of Directors prior to the effective date of that lease. The renewal Management Fee of \$300.00 per year must be paid in total within 30 days from the effective date of the renewal lease.

4. Tenants shall not be permitted to keep, harbor, or maintain any dog, cat, animal or pet in or about the rented unit.
5. Any person(s) occupying a unit other than the unit owner of record shall be considered a tenant.
6. Applicability: The above Rental rules shall apply to all tenants taking occupancy on or after effective date of January 10, 1978, except as noted herein. First mortgagees who take ownership of a unit through foreclosure shall be exempted from the above Rule 1.

G. Rentals (CONTINUED)

7. Management Fee: A management fee of \$300 a year will be charged to all unit owners renting their units, effective December 1, 1987. This annual fee will be due within 30 days from the beginning of a new lease or renewal of an existing lease. Unit Owners may at their own option pay the Management Fee to the Association at the special meeting of the Board of Directors required by item 3 above.
8. There shall be not more than eleven (11) rental units at any one period of time, effective December 1, 1987, except for those owning units prior to January 1, 1986. Unit owners who have purchased units after January 1, 1986 will not be permitted to rent out their units if the total amount of rental units at the time of the proposed rental will exceed eleven (11).
9. Only those people whose names appear on a new or renewal lease will be permitted to rent that unit. No rental unit may be sublet. In the event a new or renewal lease is broken, the unit cannot be re-rented until the expiration of that lease, and the management fee for the unexpired portion of the lease will be forfeited by the Unit Owner.

Motor Vehicles Rules added
2-15-2004
Move In fee added
10-15-2004



January 27, 2004

TO: Unit Owners, Walnut Beach Condominium Association

As per Article VIII, Section 2 of the Association Bylaws, " Rules and Regulations concerning the use of Units and the Common Areas may be made and amended from time to time by the Board of Directors. Copies of such Rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time the same shall become effective."

Enclosed are the Motor Vehicle Rules and Regulations drafted by the Walnut Beach Board of Directors. Please put these with your copy of the Association documents.

These Rules and Regulations shall become effective February 15, 2004.

Also enclosed is a vehicle registration form. Please complete this form and mail it to the management office no later than February 15, 2004 so that the Board of Directors will have an updated vehicle listing.

Any units not responding will be assessed a daily fine of \$ 5.00 for each day after February 15, 2004 that the registration is not received.

Board of Directors,
Walnut Beach Condominium Association

MOTOR VEHICLES

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.

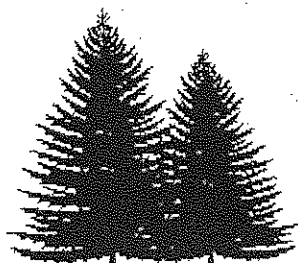
Limitations and Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to be parked permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Speed Limit The speed limit on the entrance road and on other drives is 15 miles per hour.

Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles no 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 licensed and properly equipped 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 Parking Areas. Vehicles may not be parked in such a manner as to block access to 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 \$5.00 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.

Visitor Parking Spaces. Visitor spaces are for use by all unit owners and their guests. A vehicle may not occupy any Visitor's space for more than 24 consecutive hours without the written permission of the Association. Moving a vehicle from one Visitor's space to another does not void this rule. Violators may be fined \$5.00 per day against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing.



EVERGREEN PROPERTY MANAGEMENT

P.O. Box 2360
Shelton, Connecticut 06484
(203) 929-9009 • Fax: (203) 929-1386

WALNUT BEACH CONDOMINIUM ASSOCIATION

VEHICLE REGISTRATION

UNIT NUMBER _____

NAME _____

VEHICLES:

MAKE _____

MAKE _____

MODEL _____

MODEL _____

YEAR _____

YEAR _____

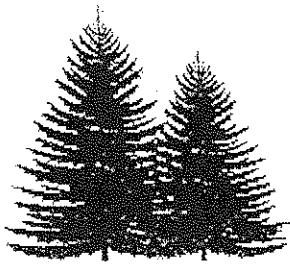
COLOR _____

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MARKER PLATE _____

PLEASE MAIL THIS FORM TO THE MANAGEMENT OFFICE

**EVERGREEN PROPERTY MANAGEMENT**

P.O. Box 2360

Shelton, Connecticut 06484

(203) 929-9009 • Fax: (203) 929-1386

October 6, 2004

TO: Unit Owners, Walnut Beach Condominium Association

RE: Move-In and Move-Out Fee

The Walnut Beach Board of Directors has approved establishing a move-in and move-out fee on all units at the complex, with the exception of those units which are rented, since they already pay a fee to the Association.

The purpose of this fee is to fund repairs for damages caused by owners moving in and out of the complex. In addition, owners moving in and out will be charged separately for leaving bulk items at the dumpsters, since the Association has to pay a fee for the removal of such items.

The move-in and move-out fees have each been set at \$ 50.00 and are effective as of October 15, 2004.

Board of Directors,
Walnut Beach Condominium Association, Inc.