



May 17, 2018

Dear Unit Owner:

On May 16, 2018, the Board of Directors adopted a new set of Rules & Regulations. These were previously mailed out to all Unit Owners of record for notice and comment and were adopted by the Board unmodified. There is no material change to the Rules & Regulations compared to the old. The main focus was to shorten and clarify the rules, which included getting rid of the lengthy list of amendments that had accumulated over the years.

Enclosed, please find the new Rules & Regulations which are now effective as of May 16, 2018. These should be kept alongside the Declaration and By-Laws that were adopted last year. Together, these 3 sets of documents collectively form the entirety of the Lexington Mews Association governing documents.

The previous Rules & Regulations (including the amendments) still apply to violations occurring prior to May 16, 2018, but may otherwise be discarded at this time.

Regards,

A handwritten signature in black ink, appearing to read "Cory Plock". The signature is written in a cursive, flowing style.

Cory Plock  
President  
Lexington Mews Association Inc.



**Lexington Mews Association, Inc.  
Rules and Regulations**

**THESE REGULATIONS SUPERCEDE ALL PREVIOUS REGULATIONS, INCLUDING AMENDMENTS**

**RULES EFFECTIVE AS OF: MAY 16, 2018**

**ARTICLE I – UNITS**

Section 1.1 – Occupancy restrictions: Units are limited to occupancy by single families, as defined in the Declaration. Three (3) bedroom units are restricted to occupancy by no more than six (6) persons. Two (2) bedroom units are restricted to occupancy by no more than four (4) persons. No person may increase the number of bedrooms in any Unit, except as provided in the original plans as filed with the City of Danbury. Use of the finished basement as living quarters or an extra bedroom is prohibited, except for visitors. Additional kitchens and bathrooms not originally part of the building plans are prohibited.

Section 1.2 – No commercial use: no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential 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 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 – Electrical devices and fixtures: no electrical overloading of standard circuits may occur. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes. 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 whose noncompliance resulted in the damage.

Section 1.4 – Trash: no storage of trash is permitted within a Unit which would exacerbate the spread of fire or infestation of vermin. In particular, trash bags containing excrement must be tied or sealed closed and placed in a closable storage container.

Section 1.5 – Cleanliness: each Unit Owner shall keep their Unit in a good state of preservation and cleanliness.

Section 1.6 – Dryer vents and ducts must be inspected and cleaned every two years (on the odd years) by a vendor approved by the Board of Directors. Cleanings are due by a specific deadline set forth by the Board of Directors during odd years. Inspections and cleanings performed by other vendors will not count toward satisfying this requirement, regardless of when they occur. Payment for the cleaning and any necessary parts recommended by the approved vendor is the financial responsibility of the Unit Owner. Vent louvers and other exterior parts are the responsibility of the Association. All dryer ducts must be metal—plastic ducts are prohibited.

Section 1.7 – Inspection: all units must be inspected for violations of the Declaration, By-laws, Rules and Regulations, and Maintenance Standards prior to sale. Management will issue a “Free from Violations” document which will be included in the resale documents serving as confirmation to the buyer that the purchase is not encumbered by any existing violations. Violations not corrected during the inspection will require monies to be held in escrow to correct the violation(s).

In the event that the inspection is not performed prior to sale for any reason, responsibility then becomes that of the Unit Owner who purchased the unit, said inspection to take place as soon as practical after closing. In this circumstance, the purchasing Unit Owner shall be responsible for correcting all violations discovered during the inspection.

The Association shall under no circumstance be responsible for correcting any violations arising from inspections.

## ARTICLE II - USE OF COMMON ELEMENTS

Section 2.1 – Window displays: Unit Owners shall not cause or permit anything other than curtains, blinds, conventional draperies and holiday or seasonal decorations to be hung, displayed, or exposed in, or on the outside of windows without the prior consent of the Board of Directors. All holiday decorations must comply with the Holiday Decoration Criteria which is maintained separately and may be updated from time to time. Window fans are only permitted if they are inside the window screen, designed to fit the window frame, and are limited to a single 16 inch blade or two 8 inch blades. Box fans are not permitted within the window frame. See Article 14 of the Declaration, section ( e ), governing the display of religious objects on entry doors or door frames.

Section 2.2 – Obstructions: there shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without prior consent of the Board of Directors, except as hereafter expressly provided.

Section 2.3 – Trash: no accumulation of rubbish, debris or unsightly materials shall be permitted except in designated trash storage containers. No storage of trash is permitted on the Common Elements or Limited Common Elements which would exacerbate the spread of fire or infestation of vermin is permitted. Trash containers used for weekly trash pickup must be approved for use by the waste disposal company. All trash bags inside trash containers must be tied or sealed closed. Trash container lids must be fully closed whenever located on the curb for pickup. Trash containers and Christmas trees may be placed on or near the street curb during the following time period: from 6 PM the evening before a scheduled pickup until 12 PM the day after a pickup. This includes special pickups arranged by Unit Owners. Trash containers may not be left out at any other time.

For the first 30 days following the date on which a Unit Owner moves into the unit for the first time, the Unit Owner may place additional trash bags beyond that which will fit into standard trash containers, provided that such trash bags are only displayed during the time window provided above, and also provided that all trash bags are tied and sealed closed.

Section 2.4 – Storage: storage of materials in Common Elements or other areas designated by the Board of Directors shall be at the risk of the person storing the material.

Section 2.5 – Proper Use: Common Elements shall be used only for the purpose for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others. No person shall cause any nuisance, vandalism, boisterous or improper behavior on the Common Elements which interferes with or limits the enjoyment of the Common Elements by others.

Section 2.6 – No pets of any kind are allowed outside or inside the pool or tennis court areas, except for service animals, for which documentation must be produced on request. Pets must be always

leased when on Common Elements or Limited Common Elements.

Section 2.7 – 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 Board of Directors or such committee established by the Board of Directors having jurisdiction over such matters, if any.

Section 2.8 – Satellite dishes and cable installations: installation of satellite dishes and cable installations is subject to the “Satellite Dish and Cable Installation Criteria” policy provided separately and may be updated from time to time. Any unauthorized satellite dish or cable installations must be removed or modified to gain compliance with the above policy, regardless of who performed the installation or when it was performed. All expenses associated with such removal or modification is the responsibility of the Unit Owner. \

Section 2.9 – Exteriors: Unit Owners shall not change the color of any exterior portion of any building without the prior consent of the Board of Directors or such committee established having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees. No sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls, doors, roof or any part thereof or exposed in or at any window. Any use locks, door knockers, peep holes, or door handles must be approved by the Board of Directors and be in keeping with character of the community.

Section 2.10 – Reserved areas: specific portions of woodland or open space facilities or specific times of recreational amenities may be reserved, or priority given, to certain groups upon request and written approval from the Board of Directors.

Section 2.11 – Gardening anywhere on the Common Elements or Limited Common Elements is subject to the “Gardening Criteria” policy, which is provided separately and may be updated from time to time.

Section 2.12 – Display of items in the Common Elements, Limited Common Elements, including but not limited to Decks and Patios, deemed unsightly and/or not keeping with the character of the community is not permitted. No rugs or mops be shaken or hung from or on of the windows, doors, balconies, decks, patios, porches, or terraces.

### 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, the Common Elements or Limited Common Elements, nor shall anything be done therein either willfully or negligently, which may become an annoyance or nuisance as determined by the Board of Directors, to other Unit Owners or occupants. No Unit owner shall make or permit disturbing or offensive noises, including guests and contractors visiting the Unit. No Unit Owner shall do or permit anything to be done that would interfere with the rights, comforts, and conveniences of other Unit Owners and 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, radio, or other sound emitting device at such high volume or in such other manner that it shall cause unreasonable disturbance to others.

Section 3.2 – Compliance with law: no improper, offensive, or unlawful act may be performed on the Property. Unit Owners shall comply with all Federal, state, and local applicable laws, regulations, codes, and ordinances. 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

there within.

Section 3.3 – Pets: no animals, livestock or poultry of any kind shall be raised, bred, or kept in, any Unit or in the Common Elements or Limited Common Elements, except that dogs, cats, or other household pets not to exceed two (2) per unit may be kept in the Units, subject to any Rules and Regulations or policies set forth by the Board of Directors. Animals may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property if ordered by the Board of Directors after proper notice and hearing. No outside animal pens or yards shall be permitted. All walking pets must be leashed. All other pets must be in an enclosed cage or container whenever they are anywhere on the Property outside the Unit of their owner.

Section 3.4 – Each Unit Owner is responsible for disposing of any excrement from their pet in a proper bag and then sealed, to vermin infestation. Pet excrement may under no circumstance be thrown into the woods, wetlands or any other part of the Common Elements, Limited Common or Elements.

Section 3.5 – Indemnification: Unit Owners shall indemnify and hold harmless the Association and other Unit Owners, tenants, and guests thereof for any legal disputes arising from the actions of their children, tenants, pets, servants, employees, agents, visitors or guests thereof.

#### ARTICLE IV – INSURANCE

Section 4.1 – Increase in Rating: except as provided in Section 4.2 below, no action shall be made, nor item stored or used which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No Unit Owner shall permit any action to be made, nor permit any item to be stored or used on the Property which would result or 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 – Propane grills or natural gas grills are specifically permitted on the wood decks but not if the deck is enclosed or semi-enclosed. These grills are not permitted anywhere else outside, including below the deck. Grills must always be operated at least 5 feet horizontally and 5 feet vertically from any building surface. Grills fueled by natural gas are only permitted in units that were originally constructed with a natural gas line below the deck. Charcoal grills (including portable charcoal grills), fire pits, chimineas or grills fueled by materials other than propane or natural gas are prohibited anywhere on the Property.

Section 4.3 – Rules of Insurance: Unit Owners and occupants shall comply with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.4 – 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 Management or member of the Board of Directors by any person(s) who witnessed the incident

Section 4.5 – All Unit Owners must maintain a “walls-in” homeowner’s insurance (HO6) policy with adequate coverage at all times.

#### ARTICLE V - MOTOR VEHICLES

Section 5.1 – Compliance with the law: all persons will comply with applicable Federal, state, and local laws and ordinances concerning motor vehicles, on roads and drives of the Property.

Section 5.2 – Visitor parking: visitor parking spaces throughout the complex are designated as visitor parking by the letter “V” or similar lettering. No Unit Owner may park their vehicle in a visitor parking space. These spaces are reserved for guests to our community.

For the purposes of this section, anyone visiting for more than 30 days will be considered a resident of the community and therefore not a guest of the Unit Owner they are visiting. Parking in the visitor spots will be limited to that 30-day period. Visitors must leave the complex for at least a continuous 14-day period in order to be considered a visitor again to be allowed to park in the visitor spots for an additional 30-day period. Any visitor residing in the community for 60 total days in the past 12 calendar months will be considered a resident and therefore not be allowed to use the visitor parking. College students returning home from college are considered residents immediately and therefore cannot use the visitor parking.

New residents shall be exempt from the rules in this section for 30 days following the date on which they move into the unit for the first time.

Section 5.3 – Speed limit and road safety: the speed limit on all roads and drives is 10 MILES PER HOUR. Any operation above this limit is considered speeding. Speeding, driving with a mobile device in hand for any reason, and reckless driving are prohibited. The offenses in this section are subject to a fine of up to \$100 per violation.

Section 5.4 – Speed bumps: Vehicles may not attempt to circumvent speed bumps by driving around them or driving in any manner that would cause the vehicle to operate off the paved portion of the road. Swerving onto sidewalks is specifically prohibited.

Section 5.5 – Other vehicles: snowmobiles, go carts and off-road vehicles including trail bikes and ATVs are prohibited anywhere on the Property, except for any vehicles that are specifically legal for operation on public roads and highways. All vehicles requiring registration by law must be registered whenever present on the Property, including while parked inside garages.

Section 5.6 – Parking: vehicles may not be parked along the curbs anywhere in the complex, except emergency vehicles, contractors approved by the Board of Directors and vehicles operating for purposes of official Lexington Mews business. All visitors and guests must be parked properly either in a visitor space or the driveway of the Unit Owners they are visiting.

Vehicles may not be double-parked, parked on sidewalks, or parked in such a manner that would block access to driveways of other Unit Owners, parking spaces, fire hydrants, sidewalks, pedestrian crossing areas, designated fire lanes, or in a manner that would cause a disruption, safety concern, or disallow two lanes of passage by vehicles on the roads and drives.

Vehicles in violation of this section may be towed at the full expense of the owner, at the sole discretion of the Board of Directors or designated Property manager without notice or hearing. The Association is not responsible for damage, fees, or inconvenience due to towing. All Unit Owners are responsible for the actions of their guest while on the Property.

Section 5.7 – Commercial vehicles: no Unit Owner may keep a commercial vehicle on the Property. A commercial vehicle is defined as any vehicle having permanent lettering or advertising, construction equipment, any vehicle having ladders, pipes, chutes, wires, etc. in view or hanging from racks. Vehicles with commercial plates or combination plates are not necessarily commercial vehicles for the purposes of this section.

Section 5.8 – Washing: vehicle washing is not permitted between November 15 through March 15 of any year, regardless of outside air temperature, or whenever the temperature is less than 40 degrees Fahrenheit.

Section 5.9 – Repair and automotive work: No motor vehicles of any kind may be disassembled, repaired, rebuilt, painted or constructed on the Property. This includes inside garages, regardless of whether the garage door is closed. An exception to this section would be made for limited “user serviceable” emergency repairs such as changing a tire, headlamp, or battery. Oil changes and any

other work involving hazardous materials are specifically prohibited.

## ARTICLE VI – CONSENT, WAIVERS, AND COMPLAINTS

Section 6.1 – 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 6.2 – Waivers: the Board of Directors may waive some rules or regulations upon request of a Unit Owner to make accommodations for exceptional circumstances that may arise from time to time. All waivers issued by the Board of Directors must be in writing and any restrictions or conditions included in a waiver must be observed.

Section 6.3 – Complaints: any complaint regarding the management of the Property or regarding the actions of other Unit Owners must be made in writing to the Board of Directors or management. Complaints against unit owners shall be kept confidential.

## ARTICLE VII – RECREATIONAL AMENITIES

Section 7.1 – Recreational amenities include the pool, playground, and tennis court. Pool usage is subject to the “Pool Rules” policy. Tennis court usage is subject to the “Tennis Court Rules” policy. Playground usage is subject to the “Playground Rules” policy. These policies are provided separately and may be updated from time to time.

The use of recreational amenities is restricted to Unit Owners, tenants, and invited guests. Users of the recreational amenities assume all risk and responsibility for the use of the amenities. The user shall hold the Association harmless from damage or claims arising from such use.

Section 7.2 – Prohibited behavior: boisterous, tough, offensive, or dangerous activities or behavior, which unreasonably interferes with the use and enjoyment of the facilities by others, is prohibited.

Section 7.3 – Children: parents or guardians will direct and control the activities of their children and must require them to abide by the Rules and Regulations. Parents or guardians will be solely responsible for violations and/or damage caused by children, regardless of whether parents or guardians are present at the time of the violation.

Section 7.4 – Unit owners, occupants, guests, and tenants may be summarily ejected and/or suspended temporarily from any further use of recreational facilities by the Board of Directors or management in the event of a violation of these Rules and Regulations. Any temporary suspension shall be followed by a hearing with the Board of Directors to determine the full extent of any such proposed suspension or other action, if any.

Section 7.5 – Proper use: Recreational facilities shall be used for the purpose for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized, or operated in such a manner 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, must be followed. Where appropriate or customary, safety equipment will be worn or used.

Section 7.6 – Pool and tennis court parking: the parking area at the pool and tennis courts is restricted to Unit Owners who are utilizing the pool or tennis courts. Visitors may not park in the pool/tennis court parking area. Unit Owners may not park in the pool/tennis court parking area unless physically present in the pool area or tennis court area. Violations are subject to fines and possible towing.



After notice and hearing for an alleged violation of any provision in these Rules and Regulations, and upon a finding by the Board of Directors that a violation has in fact occurred, the Board of Directors may issue a fine of fifty dollars (\$50) per violation unless otherwise stated above.

Persistent violations, after notice and hearing, may be fined according to the following schedule:

- When three (3) violations of the same section occur within the preceding 12 calendar months, a \$100 fine per violation will be assessed, or
- A daily fine not to exceed \$100 per day when the Board of Directors deems it necessary to insure compliance.

As a courtesy, the Board of Directors may issue a notice to a Unit Owner and tenant, if any, of an alleged violation that provides the Unit Owner and tenant, if any, an opportunity to correct the violation without penalty if done so within a stated time period. Such notices may be sent at the sole discretion of the Board of Directors. Should an alleged violation not be corrected by the deadline stated in the notice, the ordinary process for violations will commence, including notice and hearing.





## **LEXINGTON MEWS ASSOCIATION, INC.**

### **POOL RULES AND REGULATIONS**

**Use of the pool is at each individual's own risk  
(Please be courteous to others)**

1. Hours: 9:00 a.m. to 10:00 p.m.
2. Showers must be taken prior to entering the swimming pool.
3. No Running, rough play or Ball playing in the pool area.
4. No glass containers of any kind are allowed anywhere in the surrounding area of the pool or inside the fenced area around the pool.
5. No Rafts or floating toys allowed in pool area.
6. Infants must wear rubber or plastic pants over diapers or a swim diaper.
7. All infants must wear floatation devices.
8. Proper swimming attire must be worn at all times. No cut offs, or jeans allowed.
9. Children under the age of (14) Fourteen must be accompanied by a responsible adult at least (16) Sixteen years old.
10. Nothing may be hung on the fences at anytime.
11. Maximum of (3) three guests per unit.
12. No Playing in showers.
13. No Food is allowed outside the picnic table area. All food must be eaten at the Picnic Tables.
14. The Picnic Tables are for all Unit Owners and guests to enjoy. Please clean up the tables after you use them so that others may enjoy them also.
15. No alcoholic beverages are allowed in, around or within the fenced area of the pool. With the exception of Board approved community events.
16. The gate to the pool must be kept closed at all times.

17. No smoking is permitted inside the fenced area of the pool.
18. Please alert a Member of the Board or Pool Volunteer if there are violations of the above rules or of any problems with the pool.
19. Violations of the above rules will result in fines and/or suspension of pool area privileges. If you see anyone damaging pool property please report it immediately to the Management Company or a Member of the Board.
20. The Board reserves the right to establish special hours to accommodate programs of interest to Unit owners, at which time access to the pool may be restricted for general use.
21. No spitting or blowing your nose is allowed in the pool.
22. Use of the pool is restricted to Unit Owners and their guests at all times.
23. All guests must be accompanied by a Unit Owner at all times.
24. Unit Owners must have their recreation tags visible at all times. Unit Owners who, on occasion have more than 3 guests, must obtain permission from the Board or the Management Company prior to using the pool.

**Violations of the above rules may result in a fine of \$50.00**

## TENNIS COURT RULES

1. Access is limited to those wishing to play tennis. No other activities are to be conducted on the tennis court at any time. To obtain the code for the tennis court, contact a member of the Board or the Property Manager.
2. Tennis shoes are to be worn at all times while on the court and must have a non-marking sole. Improper shoes are not allowed on the court for any reason. Black sneakers cannot be worn. They leave black marks on the court.
3. Skateboards, bicycles, skates of any kind or tricycles are not allowed on the court for any reason.
4. Children must be accompanied by an adult at all times while on the court playing tennis.
5. Recreation tags must be on display at all times when using the court.
6. Use of the court is restricted to residents and guests of Lexington Mews. Guests must be accompanied by a resident at all times.
7. Unit Owners are responsible for the conduct and behavior of their guests and children at all times. Any damage to the court will be solely at the expense of the Unit Owner.

**Violations of the above rules may result in a fine of \$ 50.00**

## PLAYGROUND RULES

## **Hours for the playground are 8:00 am till Dusk**

1. Use of the playground is restricted to residents and guests of Lexington Mews. Guests must be accompanied by residents at all times. Recreation tags must be visible at all times when using the playground.
2. Residents are responsible for the conduct, behavior and safety of their children and guests at all times while using the playground.
3. For safety reasons all children under the age of (12) must be accompanied and supervised by a parent, guardian, or baby sitter (16) years of age or older at all times.
4. All those using the playground do at their own risk. The Association is not responsible for accidents or injury.
5. Playground equipment must be used properly and in accordance with the rules and regulations set forth.
6. No standing, kneeling or riding double on swings: no walking or running up or down the slide, no climbing on top of the swing set.
7. One child on rock climbing wall, slide, ladder or incline at a time.
8. No jumping out of swings while swinging.
9. Do not throw or remove mulch material from playground area.
- 10.No pets are allowed inside the playground area.
- 11.Bicycles, skateboards, in-line skates or roller skates are not allowed inside playground or lying around in the parking lot area.
- 12.All children must follow the safety instructions given by any adult in the playground. Failure to do so could result in suspension of playground privileges.
- 13.It is the responsibility of all parents and/or guardians to make sure their children are aware of and understand the rules governing the playground.
- 14.No food in playground area.

**Violations of the above rules may result in a fine of \$ 50.00**

# GARDENING RULES

We would like to invite all members of the Lexington Mews community to plant near their homes based on the following guidelines. (Please note change to item #3 allowing the use of small basket hooks to support small hanging baskets).

## 1. General Information:

- a. Do not plant before May 1<sup>st</sup> or until all mulching is complete.
- b. All plants should be inside the beds, please make sure they are planted far enough back so that they do not overhang the edge of the beds.
- c. Do not plant around any of the trees. The root balls are very shallow and any digging will damage the roots.
- d. Do not use gravel, marble or other rock type material as an edging material. Loose items are a danger with the weed whackers used by the landscaper. No small gravel or marble of any kind or anything that can be thrown or picked up by the weed whacker.
- e. Do not create any additional planting beds. All planting is to be done in existing beds.
- f. All plants are not to exceed four (4') feet in height. They must be trimmed and kept below this height requirement.
- g. Do not plant trees or hedges of any type.
- h. Potted plants on the sidewalk are allowable as long as they are in keeping with the character of Lexington Mews and they do not interfere with the landscaping and/or maintenance of the property.

## 2. Driveway Islands: (Shared Islands):

- a. Please feel free to add plants to the hydrangea beds. If you wish to remove the hydrangea, you must replace it with another type of flowering plant. Either Annuals or Perennial plants such as Hostas that die and go underground for the winter are acceptable. No bushes, trees or hedges of any type.
- b. Please make sure any plantings remain in the beds. Do not plant in any grass areas.
- c. If you have planted in the beds surrounding the trees please remove the plants and place in an approved bed. Planting around the trees will damage the roots due to their shallow root balls.
- d. Shared island plantings should be mutually agreeable with your neighbor.
- e. Only annuals may be planted in the island beds.

## 3. Patios/Decks:

- a. Plantings are allowed on the sides only. Do not plant in front of the patio/deck.
- b. Maximum bed size is two (2) feet from the patio/deck or as room allows but no more than 2 feet.
- c. These two (2) feet include the plants. Make sure they do not overhang into the grass.
- d. All plantings and bed maintenance in this area are the responsibility of the owner
- e. Do not edge these beds, please leave the edges strictly grass and mulch. The mulch must be of the same type, consistency and color of all the new mulch on the property.
- f. Planters may be hung from the underside of the decks. The use of hanging basket hooks of sufficient size to hold a small hanging basket is allowed. All other rules concerning anything attached to the decks still apply.

- g. Flower boxes may be displayed on the railings of the decks but must be secured to ensure that they will not present a danger to others. Planters, containers and boxes must be secured to the inside of the deck.

4. End Unit Side Gardens:

- a. Removal of existing plantings require that you must replace the plantings with similar or like plants. All plants must remain inside the garden beds and not on pathways.
- b. Feel free to plant perennials or annuals.
- c. Small shrubs similar to those currently in the beds can be added. i.e. Azaleas and items similar to the existing plants.

5. Air Conditioner Units:

Do not plant any flowers or shrubs around the air conditioner units. This will cause a number of problems: air flow, maintenance and landscaping. Do not use small rock or gravel, as these will become hazardous and can be thrown by the weed-whackers used by the landscapers. If you wish to use edging around the air conditioners, only scalloped brick edging is allowed. Please contact a member of the Board for information on the type to be used.

Please do not add any fertilizer or chemicals to the common areas. The landscaper has been contracted to do this. Combining of chemicals could damage the grass.

All plantings not conforming to the above guidelines will be removed. Written permission from the Board of Directors is required for any plantings other than those described above.

Your assistance in following these basic guidelines is appreciated by the landscaper, your neighbors and the Board. If you have any questions please email the board at [board@lexingtonmews.org](mailto:board@lexingtonmews.org) or contact the Management.

**Violations of the above rules may result in a fine of \$ 50.00**

## HOLIDAY DECORATION CRITERIA

The following rules apply for the display of holiday decorations in the Community:

1. Decorations may be placed on the doors of the units with the use of tape or clips. No nails, staples or any materials that will damage the outside of the common elements may be used.
2. Wreaths may be hung on the doors with the use of a door hanger. Nails may not be used. Any other hanging device may be used as long as it does not damage the door. Wreaths may also be hung on the garage doors with the use of fishing line or some other device that does not damage the door.
3. The islands of the complex may be decorated. However, we ask you to be considerate of your neighbors, and request that you do not damage the trees or the islands themselves
4. Lights may be placed on the trees around your unit and your decks. Please be careful when placing lights on your decks. The use of small nails is acceptable as long as they can be removed at the end of the *season*.
5. All decorations must be hung on the inside of windows Nothing may be hung outside of them.
6. For safety reasons, nothing may be displayed or hung on the roofs.
7. Lights may be hung from the gutters with the use of clips. No nails or staples of any kind may be used to hang lights on the common elements.
8. Decorations may go up on or after Thanksgiving. All decorations must be removed by January 15, 2002. Please note that a special dumpster to dispose of Christmas trees and wreaths will be provided on site sometime around January 4<sup>th</sup>. More details to follow. As well, there will be two trash pickups between the Christmas & New Year's Holidays.
9. In consideration to our neighbors, all lighted decorations must be turned off by 11:00 p.m. during the Holiday Season. With the exception of Christmas Eve, lights may remain lighted to help Santa Claus find his way to our homes. The same applies for New Year's Eve.
10. Finally, we remind you of the diversity of the many wonderful cultures living in this Community. Please take this into consideration when choosing to decorate. We wish for everyone to enjoy their holidays no matter how it is celebrated.
11. Halloween decorations must follow the same rules listed above, except they must be removed by Thanksgiving so that the Christmas decorations may be displayed. As a reminder, if you use candles in your pumpkins, please make sure there is no risk of fire.

**Violations of the above rules may result in a fine of \$ 50.00**



## **Satellite Dish and Cable Installation Criteria**

1. Satellite dishes must be mounted completely inside the deck and no part shall protrude outside the outer confines of the deck.
2. Cables, wires and any other mounting accessories must be mounted or installed so that they are out of sight and hidden underneath the deck after installation. Cable splitters or any other mounting accessories cannot be attached to any part of the common elements.
3. Holes for cables and wires cannot, under any circumstances, be drilled through the siding or foundation and must be installed underneath the siding.
4. Satellite dishes shall not be mounted higher than 6 feet from the floor of the deck.
5. A Proposal to Modify form must be submitted to and approved by the Board of Directors before installation can begin. A form is available from the property management company.
6. Any damage to the limited common elements caused by installation will be the responsibility of the Unit Owner and will be billed back to the Unit Owner by the Association.
7. No more than two dishes per Unit shall be mounted.
8. Unit Owners in violation of this document will be subject to a fine of up to \$50.00 per day until corrected.
9. Installations may be inspected at any time by management. Any corrections to installation required for compliance with this document are the responsibility of the Unit Owner.
10. Satellite dishes may not be attached to the roofs or any part of the common elements.

**Violations of the above rules may result in a fine of \$ 50.00**

## CRITERIA FOR INSTALLATION OF STEPS OFF LOWER DECKS

Unit Owners have expressed an interest in installing steps and gate off of those Units with ground level decks.

1. All work must be done by a licensed, insured contractor. License number and Certificate of Insurance of contractor must be on file with the Property Manager.
2. Unit owners are responsible for the work performed by their contractor. Any damage resulting from the installation or use shall be the responsibility of the Unit Owner.
3. Initial staining and maintenance and upkeep are the responsibility of unit owner.
4. Any required permits are the responsibility of the unit owner.
5. Paperwork is to be submitted to the Property Manager and approved by the Board of Directors before work is started. Forms are available from the Property Manager.
6. Remove a 43" section of the existing railing in between two of the existing 4" X 4" posts.
7. Install two additional 4" X 4" posts which will be part of the new railing section for the stairs and allow for the new 36" opening for the new stairs to code.
8. Install new set of stairs for the existing deck. The new stairs will be installed on a poured concrete pad.
9. The railing to the stairs will match as close as possible to the existing deck railing.
10. The stairs off the deck MUST have a gate. The gate is to open inward, onto the deck.

**Violations of the above rules may result in a fine of \$ 50.00**

## CRITERIA FOR INSTALLATION OF SECURITY CAMERA

Unit Owners have expressed an interest in installing private security camera systems to the limited common elements.

1. Request for alteration to limited common elements must be submitted to the Property Manager and approved by the Board of Directors before work is performed. Installation of one (1) security camera per unit will be permitted. Dimensions and specifications must be submitted with request and approval is subject to board review. Contact the Property Manager for the Proposal to Modify form.
2. All work must be performed by a licensed, insured contractor. License number and Certificate of Insurance of contractor must be on file with the Property Manager.
3. Unit owners are responsible for the work performed by their contractor. Any damage resulting from the installation or use shall be the responsibility of the Unit Owner.
4. Removal of security camera for building maintenance and upkeep is the responsibility of unit owner.
5. Any required permits are the responsibility of the unit owner.
6. One (1) security camera, dimensions and specifications subject to board approval, may be mounted on moldings surrounding garage doors.
7. Installation on or penetrating aluminum siding is prohibited.
8. Upon sale of unit, owner must remove cameras and repair moldings to their original condition.

**Violations of the above rules may result in a fine of \$ 50.00**

## **COLLECTION/FORECLOSURE POLICY**

WHEREAS, The Connecticut Common Interest Ownership Act ("The Act"), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of common expense assessments. The lien is not prior to real estate taxes and most other municipal liens. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes collection costs, court costs, title search costs and attorney's fees.

THEREFORE, the Association hereby adopts the following Collection/Foreclosure Policy in accordance with C.G.S. §47-258:

### **STANDARD COLLECTION/FORECLOSURE POLICY**

1. It is the responsibility of each unit owner to pay all common charges, assessments, fines and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the non-receipt of such notices by a unit owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each unit owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.
2. All amounts received from a unit owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of \$35.00 per month. The late charge will be imposed on the tenth (10<sup>th</sup>) calendar day of each month if there is any amount unpaid on the Unit Account as of the tenth (10<sup>th</sup>) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the unit owner makes a payment of not less than the amount due for said month and said payment is received on or before the tenth (10<sup>th</sup>) calendar day of the month.
3. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.
4. The Association's Attorney may but need not send an initial "Pre-foreclosure" letter to the Unit Owner. If so, this Pre-foreclosure shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit Owner contacts the attorney and requests verification of the amount of unpaid assessments against the Unit, the Attorney will verify the debt, to the extent required by law, without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The

Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the unit owner will be responsible for all common charges, late charges, assessments, attorney's fees and costs of collection. For each payment received by the Attorney a fee not to exceed \$25.00 shall be assessed to cover the costs of processing the payment.

5. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association the attorney will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.
6. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 62 days prior to initiating a foreclosure action, shall forward a 62 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 62 day letter shall be sent via first class mail and shall include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to the Association not later than sixty two days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.
7. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

This Collection/Foreclosure Policy was adopted with the same formalities required to adopt a Rule, following Notice and Comment to the Unit Owners, on this 16th day of May, 2018

**LEXINGTON MEWS  
CONDOMINIUM ASSOCIATION, INC**

By: 

**Its President**