



(Picture Provided by Anne Holland)

July 29, 2016

**Sterling Woods II – Master Association
Monthly Newsletter
Website: www.sterlingwoods2.org**

Dear Unit Owners:

We hope you are enjoying this fantastic summer weather we have been experiencing. Hopefully, we will get some rain so the lawns, trees and shrubs are not over-stressed. Below are operational highlights at Sterling Woods:

Proposed New Rule – Association Collection Policy – Article XV of the Rules and Regulations replacing Appendix E

On April 14, 2016, the Connecticut Supreme Court released its decision in the case of *The Neighborhood Association, Inc. vs. Jill M. Limberger* that had wide ranging implications for Connecticut community associations. The court concluded that association foreclosure policies should be “rules” and therefore must be adopted in accordance with the “notice and comment” procedures as set forth in subsections 47-261b (a) and (b) of the Common Interest Ownership Act (CIOA). When the Association adopted the current foreclosure policy (Appendix E of the Rules & Regulations), the Board did not follow the “notice and comment” procedure as it was not required by state statute. Foreclosure policies were considered “internal business operating procedures” under subsection 47-261b (g) of CIOA and boards could adopt them without providing owners with notice and comment.

What this has meant, since the Supreme Court ruling, is that before the association could commence a foreclosure action against a unit owner, the Board of Directors needed to specifically authorize a foreclosure action against a particular unit owner (unless they had already adopted the collection policy as a rule). Once the foreclosure/collection policy becomes a rule, the Board will no longer need to vote on each separate foreclosure action to be taken.

REI worked with multiple law firms who specialize in community associations and developed the attached foreclosure/collection rule. The Board reviewed the suggested rule and asked REI to send this out to owners for comment.

If you have any comments about the proposed new rule, please mail or e-mail them to REI. After the 10 day notice and comment requirement is met, and if the Master Board votes in the affirmative to adopt this new rule which will be voted on at the August Board meeting which will be held at the Platinum Clubhouse on August 17, 2016 at 7:30 p.m., final ratification occurs and we will send all residents updated rule pages which you can insert into your rule book. A

full set of the rules can be e-mailed any time if you cannot locate your hard copy (or if you prefer electronic files).

Attached is the August 17, 2016 Board meeting agenda indicating that the Board will be voting on this new rule at the August 17, 2016 Board meeting.

Proposed New Maintenance Standard – Exhibit A of the Rules & Regulations

Enclosed you will find a proposed new maintenance standard (Exhibit A of the Rules & Regulations) – Water in Unit. If you have any comments about the proposed new maintenance standard/rule, please mail or e-mail them to REI. After the 10 day notice and comment requirement is met, and if the Master Board votes in the affirmative to adopt this new rule, final ratification occurs and we will send all residents updated rule pages which you can insert into your rule book.



Flu Shot Clinic – hold the date: The Association will once again sponsor a Flu Shot Clinic on Tuesday, September 27th from 5:00 PM – 6:30 PM at the Platinum Club. Please see the attached sign up form.



Landscaping Update (courtesy of Julia Brzezinska)

In August, lawn mowing will start on Hancock Drive. On July 12th, shrub pruning began and was completed by July 18th. Shrub pruning was to start on June 30th but did not start then because of the excessive dry conditions which would have caused added stress to the shrubs. Another pruning will occur sometime in September. We do maintain a “no pruning list” and if a homeowner wants to be put on it, please notify Kim Murray before the next pruning in September. Continuing on a weekly basis is the policing of SWII for trash.

August 16th is the next scheduled date for a blanket application of fertilizer with crabgrass control to all turf areas. In addition, broadleaf weed control will be sprayed as needed and liquid post emergent of crabgrass will be spot sprayed on or between visits. Lawn Doctor stated, because of the drought conditions, areas of lawns have turned yellow and some fungus has been detected but the lawns will recover once normal amounts of rain returns.

Summer pruning of ornamental trees has been completed. Also, the second foliar treatment to designated spruces to suppress needle cast disease was done. In addition, this month the pruning of designated evergreens and arborvitae will be done as well as the third of four monitor inspections of all ornamental trees and shrubs located at fronts and sides of units for insect and mite pests, diseases and cultural problems that could impact plant health.

Unfortunately, there are two trees in the median on Silversmith Drive that have died and need to be replaced. Our arborist examined the trees and found damage to the trunks of both trees which suggest a car or truck may have damaged them some time ago.

Maintenance Update

REI is awaiting bids from contractors for concrete/caulking work to be done throughout the community.

HVAC/Furnace

If you still have the original air conditioning unit and furnace in your unit, you may want to consider replacing them as they are at the end of their expected lifespan. You should consult with your HVAC contractor in this regard.

Water Quality Report

The 2016 City of Danbury Water Quality Report has been posted on the website. If you would like to pick up a copy at the on-site office or have one e-mailed to you, please let Kim Murray know.

Some routine reminders...

The next holiday that will impact trash pick-up will be Labor Day. That week the pickup will be on Tuesday, September 6, 2016.

See the association website for association meeting minutes and information about the various social clubs that are available to all residents here at Sterling Woods II – Book, Bridge, Canasta, Computer, Knitting, Poker, Sterling Woods Lunch Bunch, Mah Jongg, Game Night and Sci-Fi Book Club.

The August Master Board Meeting will be held on Wednesday, August 17, 2016 at 7:30 PM. The Open Session will begin immediately following the Executive Session which begins at 7:00 PM and ends at 7:30 PM. Let us know, one week in advance, if you would like to be placed on the agenda and the subject matter that you would like to cover.

If Kim or I can assist you in any way, please let us know. Kim's hours are approximately 7:30 AM until 2:30 PM. Her email address is kmurray@rei-pm.net and the on-site phone number is (203) 748-0859.

Sincerely,



Art Stueck - President
REI Property and Asset Management

Attachments

10 Day Notice and Comment
Proposed New Rule in the Rules & Regulations
Replacing Appendix E of the Rules & Regulations
July 29, 2016

Suggested new rule:

Article XV of the Rules & Regulations:

STERLING WOODS MASTER ASSOCIATION, INC.
Association Collection Policy

1. It is the responsibility of each Unit Owner to pay all common expense assessments, special assessments, fines and other charges imposed upon the Unit when such expenses and charges are due. The Association does not operate for profit and when one or more Unit Owners do not pay charges when they are due, the burden must be assumed by the other Unit Owners. For this reason, the Association will aggressively pursue collection activities when there is a delinquent Unit Owner account. The law does not require the Association to send monthly statements or any other notice when charges are due, except in situations where there is a change in the amount of the monthly charges. Association mailings of statements, overdue statements or management company collection letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal defense to paying such charges when charges are due. It is the responsibility of each Unit Owner to contact the Association with any questions as to amounts owed on a Unit account.
2. Unless otherwise notified in writing by the Association, all common expense assessments and special assessments shall be due by the first of each month.
3. If a Unit account is not fully current by the 10th day of each month, the Unit account will be considered delinquent. The Unit Owner will be assessed late fees, collection costs, and attorney's fees and costs as follows: (A) a late payment penalty of 35.00 per month for each month that the Unit account remains delinquent; and (B) attorney's fees and costs incurred in attempting to collect the outstanding amounts due to the Association. The late charge will be imposed after the 10th day of the month each month that there is any amount unpaid on a Unit account.
4. If a payment is made which fails to bring the Unit Owner's delinquent account current and if such payment is thereafter accepted, unless the Unit Owner and the Association enter into an agreement providing for the payment to be applied in a different manner, the sums will be applied in the following order of priority: All amounts received from a unit owner shall be applied first to the oldest open charge on the respective unit owner ledger. This section shall not be construed to require the Association to accept payments of less than the amount required to bring the account current.
5. The Association or its property manager, on behalf of the association may, but shall not be required to, send statements for the Unit Owner's account to the Unit Owner and/or collection letter(s) to the Unit Owner when charges become delinquent.
6. The Association or its property manager, on behalf of the association is authorized to turn over a delinquent Unit Owner's account to the Association's attorney for legal collection proceedings

when the amount unpaid on the Unit Owner account is greater than two (2) months of common expense assessments based on the periodic budget last adopted by the Association.

7. Pursuant to the requirements of Connecticut and federal law, the Association's attorney shall make a written demand for payment of the delinquent Unit Owner account to the delinquent Unit Owner. The written demand shall provide for not less than thirty (30) or not less than sixty (60) days' notice prior to the commencement of collection or foreclosure proceedings. The Association's attorney will have the discretion to determine whether a written demand providing for not less than thirty (30) days' notice and/or a written demand providing for not less than sixty (60) days' notice is required, taking into account various factors, including, but not limited to: the amount of the delinquency existing on the Unit Owner's account; the existence of one or more holders of security interests against the Unit, the history of delinquency on the Unit Owner's account, including repeated payoffs by holders of a security interest against the Unit; abandonment of the Unit by the Unit Owner; or the filing of a Bankruptcy petition which effectively stays collection efforts and causes undue delay.
8. For purposes of the written demand providing for not less than sixty (60) days notice, the Association's attorney is authorized to perform a title search in furtherance of satisfying the requirements of Connecticut General Statutes Section 47-258(m). Pursuant to the requirements of Connecticut General Statutes § 47-258(m), as amended by Public Act 13-156, the Association's attorney will make a demand for payment in a record upon the Unit Owner and simultaneously provide a copy of such record to all holders of security interests described in Connecticut General Statutes § 47-258(b)(2), if any exist. The written notice to such holders of security interests shall set forth: (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) are not paid to the Association within sixty 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). Any notice required to be given by the Association's attorney under this subsection shall be effective when sent.
9. If, following written demand from the Association's attorney, the Unit Owner's account has not been paid in full or a partial payment has been accepted and applied but there remains outstanding a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association, the Association's attorney is authorized to commence collection or foreclosure proceedings against the Unit.
10. Notwithstanding any language contained within this Collection Policy to the contrary, a foreclosure of the statutory lien against a Unit shall be authorized by the Association's attorney as long as the statutory requirements of Connecticut General Statutes Section 47-258 have been met.
11. A Unit Owner with a delinquent account may propose a payment plan in writing to the Executive Board. Any such payment plan will be subject to approval by the Executive Board. There is no standard payment plan and there is no guaranty that any payment plan will be accepted by the Executive Board.
12. Under Connecticut law, the Association is given a limited super priority lien against a Unit for collection of unpaid charges. For this reason, it is the policy of the Association to aggressively

pursue foreclosure and/or collection proceedings and to complete those proceedings as quickly as possible.

13. In some situations, a lienholder with an encumbrance on a Unit, other than the Association, may commence foreclosure proceedings against the Unit. In these cases, the Association's attorney must file an appearance in the action and monitor the action in order to protect the rights of the Association and the Association's lien. The Association, through its attorney, is required to appear in these actions even in instances where there is no delinquent Unit Owner account balance. These actions bring with them the possibility of a transfer of title of the Unit and the Association must appear in the action to monitor at all times who the rightful title owner of the Unit is.
14. All charges, including, but not limited to, attorney's fees, management fees, court costs, title search charges, appraisal fees, marshal fees, court entry fees and any other charges and expenses associated with collection and/or foreclosure proceedings, including any fees and costs incurred in the defense of a lienholder's foreclosure action, shall be chargeable to the delinquent Unit Owner's account.
15. Where one written demand letter has already been sent out by the Association's attorney, the attorney may, but shall not be required to, send a follow-up demand letter reciting a deadline date for payment which is less than thirty (30) days.
16. To the extent that there is a conflict between this Collection Policy and the terms of any standard policy or procedure providing for collection or foreclosure against Unit Owners enacted or implemented by the Board of Directors, the property manager, or any other entity, the terms of this Collection Policy shall govern.

Current Collection Policy:

Appendix E

**STERLING WOODS MASTER ASSOCIATION, INC.
Resolution Concerning Late Charges and Interest
on Unpaid Assessments and Application of Partial Payments**

I. Statement of Purpose

- A. In order to provide for the proper operation of our community for the benefit of all the unit owners, the association must collect all of the common expense assessments in a timely manner.
- B. Not all of the unit owners in our community are paying their common expense assessments on time.
- C. Whenever a unit owner fails to pay his or her common expense assessment on time, the association incurs administrative expenses in sending late notices and taking other steps to collect unpaid assessments.
- D. Whenever a unit owner fails to pay his or her common expenses on time, the Association may also incur additional fees from its manager for additional administrative services relating to the account.
- E. Whenever a unit owner fails to pay his or her common expenses on time, the Association may also incur legal fees in collecting the unpaid common expenses or in foreclosing or protecting its lien for unpaid charges.
- F. Whenever a unit owner makes a partial payment against an outstanding balance owed to the association, the association needs to determine to which part of the outstanding balance the partial payment is to be applied.
- G. Whenever a unit owner fails to pay on time the association loses the use of funds to which it is entitled.

II. Statement of Authority

- A. Subsections 25.2(b) and (c) of the declaration and Subsection 47-244(a)(2) of the Connecticut Common Interest Ownership Act gives the executive board the power to adopt and amend budgets for revenues, expenditures and reserves and to collect assessments for common expenses from unit owners.
- B. Subsection 25.2(m) of the declaration and Subsection 47-244(a)(11) of the Connecticut Common Interest Ownership Act gives the executive board the power to impose charges or interest or both for late payment of assessments.
- C. Under Subsection 19.3(e) of the declaration and Subsection 47-258(m) of the Connecticut Common Interest Ownership Act, the association is entitled to recover its costs and attorneys' fees in enforcing its lien for common expenses.

III. Resolution

- A. A late charge of \$25.00 shall be assessed on the 10th day of each month on any unit for which there is an outstanding balance due as of that date. A statement shall be sent to the unit owner when this occurs.
- B. Any fee or charge to the association by its manager for the administration of the delinquent account of a particular unit shall be charged against that unit as an additional common expense.
- C. Any legal fee or cost incurred by the association in connection with the collection of unpaid common expenses due from a unit or in enforcing or protecting its lien for unpaid common expenses on a unit shall be charged against that unit as an additional common expense.
- D. Any partial payment received on any unit shall be applied to the outstanding balance due from that unit in the following order:
 - 1. First to late charges;
 - 2. Then to legal fees and costs;
 - 3. Then to administrative charges due to the manager;
 - 4. Then to fines and penalties;
 - 5. Then to other specially allocated common expenses provided for in Section 19.3 of the declaration;
 - 6. Then to special assessments;
 - 7. Then to regular common expense assessments.

Within each of the above categories, partial payments shall be applied first to the oldest outstanding balance.

E. Standard Foreclosure Policy

- 1. If a Unit Owner owes an outstanding balance due in amount equal to at least two months' worth of Common Charges, the Association will send the Unit Owner a written demand for payment of the balance due.
- 2. Once the balance goes above three months common fees, the Association will send the account to its attorneys. The attorneys are instructed to make a title search and then make a written demand for payment from the unit owner and send notice of same to the holder of first or second mortgages on the unit.
- 3. The attorneys are authorized to commence a foreclosure against the Unit Owner with no further action by the Executive Board if:
 - a. At least 60 days have passed since the attorneys made written demand from the Unit Owner, and sent the mortgage holder(s) notice of same and the Unit Owner has not either:
 - i. Brought his or her account, including applicable attorneys' fees and costs, entirely current; or

- ii. Agreed to and be following a repayment plan that will bring his or her account, including applicable attorneys' fees and costs, entirely current in six or fewer equal monthly payments; and
 - b. The Unit Owner owes the Association a sum equal to or greater than two months Common Charges, the oldest part of which sum is at least 60 days past due.
- F. The secretary shall give notice of these resolutions to all unit owners and shall file these resolutions with the association's rules and regulations and in the Associations' minutes.

**10 Day Notice and Comment
Proposed Change
to the Rules & Regulations
July 29, 2016**

Proposed new rule in bold:

EXHIBIT A

MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

1. Hot Water Heaters. All Unit Owners shall replace their hot water heaters once they are more than 10 years past the manufacturing date.
2. Washing Machine, Dishwasher, Sink and Toilet Hoses. All Unit Owners shall install steel braided, Flood-Chek, or equivalent hoses to serve the washing machines, dishwashers, sinks and toilets in their Unit.
3. Smoke Detectors. All Unit Owners shall have smoke detectors installed in their Units in accordance with the recommendations of the Danbury Fire Department. Unit Owners shall test their smoke detectors every six months, and replace the batteries in their smoke detectors at least once every calendar year. Unit Owners shall replace their smoke detectors every 10 years.
4. Dryer Vents. All Unit Owners shall have the vents and ducts serving their clothes dryers cleaned at least once every calendar year.
5. Minimum Temperatures. All thermostats in the Units must be set at 55 degrees Fahrenheit or higher from November 1 through March 31.
6. Kerosene Heaters. Unit Owners shall not use kerosene heaters inside their Units.
7. Use of Grills.
 - a. Unit Owners, tenants and occupants of Units located in the Birches may keep gas grills in their Units, but outside of their residences. Unit owners, tenants and occupants of all other Units may keep gas grills on decks or patios that are assigned to their units as limited common elements.
 - b. No Unit Owner, tenant or occupant of a Unit may place a gas grill so close to the siding of a building or to deck posts as to cause damage or create a fire hazard.
 - c. Unit Owners, tenants and occupants of Units shall not use charcoal grills or other devices such as chimineas which operate with an open flame, anywhere in Sterling Woods.
 - d. Unit Owners, tenants and occupants of Units shall not use grills within garages serving their Units.
8. Use of Electrical Appliances and Devises.

- a. Unit Owners, tenants and occupants of Units shall not leave electrical appliances such as washing machines, dryers, and dishwashers running while they are not in their Units.
 - b. No electrical device creating electrical overloading of standard circuits may be used in any Unit.
9. Hazardous Waste. Hazardous waste shall not be placed in any refuse container nor poured down any drain.
10. Trash. Trash shall not be stored in such manner as to facilitate the spread of fire or encouragement of vermin.
11. **Water in Unit. Unit Owners who are away from their unit for more than one week shall shut off the main water valve in their unit. Unit Owners who also have the water shut off valve for the entire building in their unit should make sure not to turn the building water off.**

**Sterling Woods II – Master Board
Monthly Meeting
August 17, 2016**

Open Session

Home Owners Forum:

Privilege of the Floor (if a Unit Owner has requested to speak).

- No unit owners have requested to speak.

Approval of the minutes:

From the July 20, 2016 Master Board Meeting – Open Session.

Treasurers Report:

Review of financial reports and resale log.

Committee Reports:

Master Landscaping Committee Report.

Treasurers Committee – there is no report at this time.

Master Maintenance Committee – there is no report at this time.

Roads Committee – there is no report at this time.

Roof Committee – there is no report at this time.

Decks Committee – there is no report at this time.

Solar Committee – there is no report at this time.

Pool Committee – there is no report at this time.

Management Report:

REI's report on follow ups from the July 20, 2016 meeting.

Proposals (nothing at this time).

Various enclosures that require your review.

Miscellaneous enclosures.

New Business:

- The Sterling Woods Master Board to vote on the approval of the Association Collection Policy rule (Article XV of the Rules & Regulations).

Tickler Issues: In September: turn off pool phone after pool closes, clubhouse cleaning to one time per week, close pool and put away pool furniture, begin budget preparation.

**Flu Shot Clinic – September 27, 2016
Pre-Registration Form**

Please return to the Platinum Club by September 21, 2016

On Tuesday, September 27 from 5:00 PM – 6:30 PM the Bethel VNA will be at the Sterling Woods II Platinum Club to give flu shots. The Bethel VNA will directly bill *Aetna, Anthem BC/BS, ConnectiCare, Healthy CT, Medicare Part B & Oxford, Medicare Advantage Plans with Aetna, Anthem BC/BS, ConnectiCare, & Wellcare*. Bethel VNA is NOT a preferred provider for Cigna, United Health Care including Secure Horizons.

If not covered by your insurance, the charge will be \$40 for the regular flu shot or \$60 for the high-dose. Checks should be made out to Bethel VNA, cash & credit cards also accepted. Payment should be made on the day of the clinic. Receipts will be available to submit to your insurance company if they are not on the list of accepted providers. On the day of the flu clinic, please wear short sleeves and **bring your medical insurance card.**

Anyone with the following health issues should not be vaccinated:

1. Previous adverse reaction to the flu vaccine
2. Severe, life-threatening allergy to eggs
3. History of Guillain-Barre Syndrome
4. Fever

Please fill out the information requested below and return this form to the REI on-site office located in the Platinum Club to secure a reservation. You may also leave the form in the mailbox outside the Platinum Club, fax it to 203-744-2758 or e-mail it to kmurray@rei-pm.net. If you have any questions, please call Kim Murray at (203) 748-0859.

This service is being offered as an accommodation to community residents. Sterling Woods Master Association assumes no liability by offering this accommodation.

Name: _____

Street: _____

Unit #: _____

Tele #: _____

I will be receiving:

_____ Regular flu shot

_____ High dose flu shot