Sterling Woods Master Association, Inc.

Rules & Regulations

Revised: October 19, 2016

Sterling Woods Master Rules and Regulations
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Rules and Regulations for the
Sterling Woods Master Association, Inc.

The initially capitalized terms used herein are defined in Article I of the Master Declaration of Sterling Woods. The following Rules and Regulations apply to all owners and occupants of Residential Units (hereinafter "Units") within Sterling Woods.

PREFACE

These are the revised Rules and Regulations of the Sterling Woods Master Association, Inc. These Rules supersede the Master Rules and Regulations dated May 15, 2002 and all other prior versions of such rules. However, in the event that the laws of the State of Connecticut, the City of Danbury and the provisions of the Master Declaration, the Articles of Incorporation, the Master Bylaws and the Public Offering Statement come into conflict with these Rules, such a conflict shall be resolved against these Rules. These Rules apply to all residents and Unit Owners within Sterling Woods, and equally to their tenants and their guests. Any complaint concerning the management of the Master Association, or the action of a Unit Owner or resident shall be made in writing to the Master Board in care of the managing agent. The Master Board will review complaints in regard to these Rules and may issue warnings and assess fines as required to those who have been found to be in violation thereof. These Rules are made and intended to provide each and every Unit Owner and resident the comfort, peace and security which they are entitled to enjoy. Some Unit Owners may not agree with every rule, but each is designed to benefit the majority of the Unit Owners and residents of Sterling Woods. Regardless of any personal opinion, all Rules herein are binding upon all Unit Owners and residents of Sterling Woods. They may be altered by following the procedures as outlined in the Master Declaration and the relevant Connecticut General Statutes.

Please address all correspondence in care of the managing agent:

REI Property and Asset Management
2A Ives Street
Danbury, CT 06810
Attention: Art Stueck

DEFINITIONS

The following definitions are identical to those defined in Article I of the most recent revision to the Public Offering Statement for Sterling Woods. Note: Reference this document for details.

Director A member of the Master Board or a Village Board.

Executive Board The board of directors of any Village Association (known as a "Village Board") or the Master Association (known as the "Master Board").

Improvements Any construction or facilities existing or to be constructed at Sterling Woods including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes and light poles.

Limited Common Elements A portion of the Common Elements allocated by the Master Declaration, by any Village Declaration, or by the operation of subsection (2) or (4) of C.G.S. Section 47-221 for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Master Community are described in Article 7 of this Declaration.

Master Association The Sterling Woods Master Association, Inc. is a non-stock corporation under Connecticut law. The Master Association is organized under C.G.S. Section 47-239 to exercise the powers granted to it by this Master Declaration on behalf of all the Villages at Sterling Woods and on behalf of the Unit Owners of those Villages.

Master Board The Executive Board of the Master Association.

Master By-Laws The Bylaws of the Master Association as they may be amended from time to time.

Master Common Elements All portions of the Master Community other than the Units and the Village Common Elements. Title to all Master Common Elements in Sterling Woods, including all the Common Elements in all of the Villages except any Village Common Elements, is vested in the Master Association. Maintenance responsibility for Master Common Elements is governed by Article 6.

Master Declaration The Declarations for the entire Master Community of Sterling Woods, as it may be amended from time to time.

Master Directors Each Director of the Master Board.

Master Rules The Master Rules and Regulations for the use of Units, the Master Common Elements and the Village Common Elements and for the conduct of persons within the Master Community and each Village, adopted by the Master Board pursuant to the Master Declaration.

Notice and Comment The right of a Unit Owner to receive notice of an action proposed to be taken by, or on behalf of, either a Village Association or the Master Association and the right to comment on that proposal. The procedures for Notice and Comment are set forth in Section 24.1 of the Master Declaration, and apply to the Master Association and all Village Associations.

Notice and Hearing The right of a Unit Owner to receive notice of an action proposed to be taken by, or on behalf of, either a Village Association or the Master Association and the right to be heard regarding that proposed action. The procedures for Notice and Hearing are set forth in Section 24.2 of the Master Declaration, and apply to the Master Association and all Village Associations.

Person An individual, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, government, governmental subdivision or agency, or other legal or commercial entity.

Sterling Woods The Planned Community created by recording the Master Declaration.

Unit A physical portion of the Master Community designated for separate ownership or occupancy. The boundaries of the Units are described in Section 4.3 of the Declaration of the Village Association to which that Unit belongs, as amplified by provisions of the Master Declaration. There may be two (2) kinds of Units: (i) Garage Units; or (ii) Residential Units.

Unit Owner The Declarant or other person who owns a Unit. "Unit Owner" does not include a person holding an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by any Declaration.

Village Each condominium or planned community which is part of the Master Community by virtue of its Village Declaration.

Village Common Elements Within any Village, if any part of a building containing Units is not located within the boundaries of a Unit, that part is a Village Common Element. Village Common Elements are owned, on an undivided interest basis by the Unit Owners in that Village. Maintenance responsibility of all Common Elements is governed by Article 6.

ARTICLE I
Use of Units Affecting the Master or Village Common Elements

Section 1.1 Occupancy Restrictions. All Units are limited to occupancy as a single-family residence as provided for in the Master Declaration. A single family residence is defined as a single housekeeping Unit, operating on a non-profit, non-commercial basis, with a single common kitchen and dining area.

Section 1.2 Use Restrictions. No industry, business, trade or commercial activities shall be conducted, maintained or permitted in any part of a Unit, except for home professional pursuits requiring neither regular visits from the public nor unreasonable levels of mail, shipping, trash, or storage requirements. No sign indicating commercial uses may be displayed in any portion of Sterling Woods. No signs or window displays shall be maintained or permitted. No Unit shall be used or rented for transient, hotel or motel purposes.

Section 1.3 Leases. No Unit may be leased for duration of less than one year. Each lease must be filed with the Master Board, and written notice given of commencement and termination of possession. Each lease must incorporate the terms and restrictions of the Master Documents and these Rules as a personal obligation of the tenant.

Section 1.4 Appearance. All Unit Owners, tenants, and other occupants of a Unit are required to keep and maintain the area in and around their Unit in a clean and neat condition. No toys, bicycles, sports equipment, swing sets, or personal items may be stored on Common Elements at anytime.

ARTICLE II
Use of Master or Village Common Elements

Section 2.1 Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of Units.

Section 2.2 Proper Use. Common Elements shall be used only for the purpose(s) for which they were designed. No person shall interfere with the proper use by others, nor commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements, nor interfere with, nor limit, the enjoyment of the Common Elements by others.

Section 2.3 Alterations, Additions or Improvements to the Common Elements. No permanent alterations, additions or improvements may be made to the Common Elements. No articles other than holiday decorations shall be hung on the exterior of any Unit, nor exposed, nor placed on the outside walls or doors of a Unit or on trees. No sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, nor exposed from, or in, any window.

Section 2.4 Exterior Displays. Unit Owners shall not cause or permit anything other than curtains, conventional draperies, U.S. flags and holiday decorations to be hung, displayed or visible from the outside of windows without the prior consent of the Master Board, or its committee having jurisdiction over such matters. Hanging, draping or otherwise displaying in any way laundry on the exterior of any Unit, in the Master Common Elements, or on Limited Common Elements, is prohibited. Holiday decorations may be installed only up to 30 days prior to holiday observance, and must be removed within 10 days after the holiday. Holiday decorations shall be limited to the front door and porch area, and may not be permanently affixed to the Unit. However, in the Birches, Village Unit Owners will be allowed holiday decoration up to six feet in front of their single-family homes. Damage caused to any common or limited common elements shall be the sole responsibility of the Unit Owner, and the cost to repair may be charged to that Owner by the Association**.**

No Unit Owner, tenant, or other occupant of a Unit may erect any exterior lights (e.g. Landscape or motion detection lights) or signs, nor attach any structures, (e.g. U.S. flag mounting brackets or fixtures) to or within the Common Elements without prior Master Board consent.

Section 2.5 Modifying Exteriors. No Unit Owner, tenant, or other occupant of a Unit may change the appearance of any exterior wall, door, window, porch, deck, or any other exterior surface of any Unit, nor of any part of the Master Common Elements or the Limited Common Elements without prior Master Board consent.

Section 2.6 Solicitation. There shall be no solicitation by any person anywhere within Sterling Woods for any cause whatsoever, unless invited by the Unit Owner, tenant, or other occupant to be solicited, or specifically authorized by the Master Board.

Section 2.7 Climbing. Climbing of any tree or structure is prohibited.

Section 2.8 Digging. No digging or pulling up of any sod or grass is permitted unless approved by the Master Board. No alteration of any element of exterior landscaping shall be made except as detailed in Section XIV, Landscaping Regulations.

Section 2.9 Child Guidelines. All children must be supervised while they are playing in the Common Elements. Their safety is the responsibility of the parent or guardian, whether, or not, they accompany the child. All children must wear helmets while riding bicycles, skateboards, or roller blades within Sterling Woods.

Section 2.10 Transformers. All children should be kept away from the pad mounted electrical transformers. If any locks are broken or missing, such damage should be reported to CL&P.

Section 2.11 Enforcement. Offenders identified to the satisfaction of the Master Board as vandals will be dealt with firmly and may be prosecuted. Compensation will be sought from the offenders and/or the parents/guardians (unit owners) of minors. Also, fines will be imposed on the Unit Owner, tenant, or occupant deemed to be the responsible party. Fines imposed will be the maximum allowable by law.

Section 2.12 End Units. The owners of Units located at either end of a building shall have no greater right to use the Master Common Element grounds adjacent to their Units than any other Unit Owner.

Section 2.13 Fencing. Without limitation, no Unit Owner may install any kind of electronic or other fencing on the Master Common Elements, nor any other device designated to keep pets out of doors in a contained area, without obtaining Master Association consent.

ARTICLE III
Use of the Limited Common Elements

Section 3.1 Exterior Displays. No Unit Owner, tenant, or other occupant of a Unit may place any sunscreen, blind, storm shutter, screen door, awning or clothing, bedding, towels, rugs, decorative flags, or other similar items on any Unit or Limited Common Element, without securing the written approval of the Master Board before installation. No Unit Owner, tenant, or other occupant of a Unit may erect any exterior lights (e.g. Landscape or motion detection lights) or signs, nor attach any structures, (excluding a U.S. flag mounting bracket or fixture) to or within the Limited Common Elements without prior Master Board approval.

Section 3.2 Electronic Devices. No Unit Owner, tenant, or other occupant of a Unit may erect, construct, or maintain any wire devices, antennas or other equipment, or structures, on the exterior of the Unit or on, or in, any Limited Common Areas or on the Common Elements, except by written consent of the Master Board prior to installation.

Section 3.3 Kerosene Heaters. No kerosene heaters may be used within Units.

Section 3.4 Gas Grills. Operating a barbecue grill in a garage is prohibited. No charcoal grills are permitted within Sterling Woods. Gas grills must meet City of Danbury fire code provisions.

Section 3.5 Storage. Decks and porches should not be cluttered with personal items. No toys, bicycles, sports equipment or the like may be stored on Limited Common Elements at anytime.

Section 3.6 Satellite Dish Antenna. Only one satellite dish antenna per unit, not to exceed one meter (39.37”) in diameter, is to be professionally installed by Unit Owners after submitting a Satellite Dish Authorization Form and receiving a confirmation letter of receipt by the Master Board.(See Satellite Dish Authorization Form attached as Appendix A). Satellite dish Unit Owners will be held solely responsible for any and all damage to Unit(s), common and/or limited common areas resulting from the installation, maintenance, use or removal of said satellite. Owner(s) acknowledge that the Master Board shall be entitled and authorized to repair any such damage and the Master Board shall charge any expenses associated with the repair of said damage to the Owner(s)’ Unit account.

Section 3.7 Enforcement. Offenders identified to the satisfaction of the Master Board as vandals of the Limited Common Elements and/or the parents/guardians (unit owners) of minors will be dealt with firmly and may be prosecuted as vandals. Compensation will be sought from the offenders, as well as fines imposed on the Unit Owner, tenant, or other occupant of the Unit. Fines imposed will be the maximum allowed by law.

Section 3.8 Water Spigots/Usage. Unit owners may install a water spigot at Unit Owner expense, in the interior of the garage only. Water may be used to water exterior foundation plantings and grass surrounding and/or adjacent to the Unit. Water may also be used to wash vehicles. (The Birches Village Units are exempted from this section).

Section 3.9 Appearance. All Unit Owners, tenants, and other occupants of a Unit are required to keep and maintain their porches and decks clean, neat and free of clutter. No toys, bicycles, sports equipment, sporting apparatus, children's swing sets, or like items may be stored on decks and patios.

ARTICLE IV
Insurance

Section 4.1 Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the Association's insured Limited Common or Common Elements, Units, or contents thereof, without the prior consent of the Master Board. No Unit Owner shall permit anything to be done, or kept, on the Property which will result in the cancellation of insurance coverage on any of the Units, or contents thereof, or which would be in violation of any law.

Section 4.2 Rules of Insurance. Unit Owners, tenants and occupants shall comply with the rules and regulations of all applicable fire rating associations and as contained in any fire liability insurance policy providing coverage for the Property.

Section 4.3 Reports. Damage by fire, or an accident affecting the Property, and the person(s) injured by, or responsible for, any damage, fire or accident must be promptly reported by any person having knowledge thereof, to the managing agent, or to a Master Board member.

Section 4.4 Smoke Detectors. Smoke detectors must be installed and maintained in every Unit in accordance with applicable State of Connecticut building regulations.

ARTICLE V - Rubbish Removal

Section 5.1 Refuse. All refuse must be bagged, tied shut and deposited in a refuse container with a tight fitting lid not to exceed 64 gallons in size and placed at curbside for pickup either after dark on the night before pickup, or on the same day as pickup. No more than two approved refuse containers are allowed. Separate tied plastic trash bags should only be used when the two approved refuse containers are full. If separate tied plastic trash bags are left out and are ripped open, your Unit will be sent a bill for any necessary clean up. Recycled refuse, excluding newspaper and cardboard are to be separated, placed in clear or blue plastic garbage bags or an approved recycling container and placed at curbside on the designated day for pickup. Cardboard must be knocked down, and newspaper tied into a bundle, before being placed at curbside for pickup. All refuse containers must be removed and brought inside your Unit the same day as the pickup.

Section 5.2 Hazardous Waste. Chemicals, or any hazardous waste (e.g.: motor oil, antifreeze, paint, etc.), shall not be put in any refuse container for pickup, nor poured down any drain on the Property. All other items (e.g. appliances, furniture, etc.) should be taken to the City of Danbury's Recycling Facility by the Unit Owner, or resident, or arrangements made with a private trash company to pick up same.

Section 5.3 Trash. No garbage container shall be stored outside a Unit. No accumulation of rubbish, debris or unsightly materials is permitted. All trash must be stored and placed for collection in an approved container and covered with a tight fitting lid. Trash containers should not exceed 64 gallons in size.

ARTICLE VI
Motor Vehicles

Section 6.1 Compliance with the Laws. All persons must comply with the Connecticut State Department of Motor Vehicle Regulations, and all applicable local ordinances, while on the Sterling Woods Property.

Section 6.2 Speed Limit. The speed limit within Sterling Woods is 15 miles per hour. Speed limit and stop signs must be obeyed. Please drive on the right side of the roadway.

Section 6.3 Limitation on Types of Vehicles. No vehicles of any kind, other than licensed automobiles, licensed motorcycles, and licensed trucks designated as DOT GVWR Class 1 (6000 lbs. or less), Class 2 (6001-10,000 lbs.) or 2B (8500–10,000 lbs.) may be parked on any part of the exterior of any Unit, Common or Limited Common Element. Prohibited are such vehicles as campers, trailers, boats, vehicles with more than four wheels, trucks designated DOT GVWR Class 3 (10,001-14,000 lbs.) or larger, any off-road vehicle including All Terrain Vehicles (ATV), snow-mobiles, vehicles equipped with racks for carrying ladders, pipes, glass, etc. Such vehicles may, however, be kept in garages with the door closed provided that you do not require any additional parking spaces other than the one allocated on the driveway in front of your Unit.

Provided, however, that pickup trucks and licensed commercial vehicles may be parked outside of an enclosed garage, for a limited time, in connection with the delivery of merchandise to, or the performance of service at, any Unit.

Section 6.4 No Parking Areas. In all villages, except the Birches, only one car is allowed to park in the driveway. In all villages, no on-street parking is permitted except for temporary loading and unloading. No vehicles may be parked in any area other than designated parking and parked in such a manner as to block access to fire hydrants, sidewalks, pedestrian crossing areas, designated fire lanes, or emergency access ways or to restrict clear two lane passage by vehicles, nor shall they be parked in any other Unit's assigned parking space(s). Vehicles in violation may be towed at unit owner expense after reasonable effort to contact the owner has been made.

Section 6.5 Prohibited Vehicles. Vehicles that display a trademark, business logo, for sale sign, or any advertising message shall not park overnight on any of the Common or Limited Common Elements, except those vehicles which are temporarily on the Property for the purpose of serving the Property itself, or one of the Units thereon.

Section 6.6 Unregistered Vehicles. Unregistered vehicles parked on the Common or Limited Common Elements for more than 24 hours must be removed from the property until legally registered. Operating unregistered vehicles including mopeds, off road vehicles and motor bikes on the roadways, or on the Common Elements of Sterling Woods is prohibited. Unregistered vehicles will be tagged by the City of Danbury police department and then towed at the owner's expense.

Section 6.7 Vehicle Operators. All vehicles on the roadways within Sterling Woods must be operated by licensed drivers. Persons with learning permits are not considered licensed drivers but are permitted to operate a motor vehicle when accompanied by any driver who is in compliance with the Connecticut motor vehicle laws.

Section 6.8 Repairs. No vehicle repairs are permitted.

Section 6.9 Visitor Parking. In all villages except the Birches, there are two primary parking spaces for each Unit, which includes an interior or attached garage space and a driveway space. However, in the Birches Village there are at least four parking spaces, two inside the garage space and two possibly four in the driveway space. These parking spaces are referred to as your "primary parking" spaces. Visitor parking spaces may be used under the following conditions when all the Unit Owner's primary parking spots are occupied: (i) by a visitor of a Unit Owner for up to 72 hours; or (ii) by a Unit Owner for up to 72 hours and only if the resident has a visitor who is parked in at least one of the resident's primary parking spaces. If a visitor is staying longer than 72 hours, and/or the visitor parking spaces are full, additional parking is available in the Overflow Parking Area described in Section 6.10 below.

Section 6.10 Overflow Parking Area. These parking spaces may be used only under one of the following conditions, when the Unit Owners two primary parking spaces are occupied:

(i) by the Unit Owners who own three vehicles registered to the Unit Owners' address as described in Section 6.12 below, and
(ii) by visitors of Unit Owners.

Parking has been designated by areas and not on a per space basis. Consequently, moving a vehicle from one space to another within an area means that you are still parked in that area. The Overflow Parking Area is located in the area entering Bradford Drive adjacent to The Elms. (Additional restrictions for Overflow parking are outlined in Appendix D.)

Section 6.11 Restricted Parking. The use of the visitor parking areas and/or any roadway as additional parking space is prohibited. All parking regulations will be strictly enforced. One warning may be issued followed by a fine, or towing, or both. The Master Board, or any of its individual Directors have the Master Board's pre-approval to remove vehicles with no prior notice for emergency purposes.

Section 6.12 Number of Vehicles Per Unit. In all villages except the Birches, only two registered motor vehicles per Unit are allowed to be parked on the Sterling Woods Property. Any Unit Owner desiring the use of the Sterling Woods Overflow Parking Area to park one additional vehicle must request permission in writing from the Master Board. Permission will be granted, or denied, based upon the parking limitations at that time. Permission will never be granted to a unit owner in the Birches since they have adequate space in their garage and on their driveway for a third car. See the attached Overflow Parking Policy (Appendix D) for more details.

Section 6.13 Vehicle Identification. Unit owners are required to provide accurate vehicle identification information for all cars and trucks that are housed on the community's property. Identification information includes year, make, model, color, and vehicle license number. This information must be provided to the property manager upon request. It should be updated or verified at least annually. Unit owners are responsible for providing the information for any leasers. Failure to provide accurate information in a timely manner will be subject to an initial fine. Continued failure to provide the information will be subject to further fines.

ARTICLE VII
General Administrative Rules

Section 7.1 Consent in Writing. Any consent or approval required by these Rules must be obtained in writing and may be revoked at any time by resolution of the Master Board, subject to Notice and Comment, or Notice and Hearing at the option of the Master Board.

Section 7.2 Complaints. Any formal complaint regarding the management of the Property, or the actions of other Unit Owners, tenants, or residents shall be made in writing to the Master Board, or to an appropriate committee thereof.

Section 7.3 Renting. Unit Owners renting their Units are required to pass on to their tenants all Rules, Regulations, important information, and Association correspondence. Unit Owners are responsible for all fines levied against their Unit(s).

Section 7.4 Tag Sales. Tag sales and garage sales are not permitted without the prior written consent of the Master Board. A written request to the Master Board is required prior to the scheduled sale and written approval must be received. A Unit Owner is permitted to have only one tag sale per year and the sale can be no longer than a Friday through a Sunday (three days).

Section 7.5 Common Expenses. Master and Village Common Expenses are due on the first of each month. Payments received after the tenth of the month will be subject to a late charge as specified in the Sterling Woods Resolution Concerning Late Charges and Interest (Appendix E).

ARTICLE VIII
Pets

Section 8.1 Household Pets. Each Unit Owner may keep one (1) dog, which shall not act in a way, which creates a nuisance for other Unit Owners, or tenants. Each Unit Owner may also keep one (1) cat or, if they have no dog, two (2) cats. Subject to the other provisions of this Rule, Owners may also keep caged birds and tropical fish. No animals, birds, or reptiles of any kind may be raised, bred, or kept within Sterling Woods, or brought on to the Master Common Elements, unless approved in writing by the Master Board. Pets may not be kept, bred or maintained for any commercial purpose. Cats are not allowed to wander unsupervised on Master Common Elements or Limited Common Elements other than your own. Dogs are not permitted in any portion of the Master Common Elements or Limited Common Elements unless carried or on a leash; no dogs or cats will be curbed close to any unit's patio or front grass area except in the street, or special areas designated by the Master Board. The Unit Owner will compensate any person hurt or bitten by any dog, and the Unit Owner will hold the Master Association and Village Association harmless from any claim resulting from any action of his pet whatsoever. Guiding Eye dogs will be permitted for those persons holding certificates of blindness and necessity, as well as Hearing Ear dogs.

Section 8.2 Pet Nuisance. Any pet causing or creating a nuisance, or unreasonable disturbance, or noise, will be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Master Board. Pets shall not cause or create a nuisance, unreasonable levels of noise, or a disturbance. Repeated complaints from several Unit Owners located in Units, adjoining and/or adjacent to the pet's location, shall constitute unreasonable behavior.

Section 8.3 Repairs. Pet owners are responsible for the cost of any repair and/or additional maintenance required because of damage caused by their pets to lawns, shrubs, trees, etc.

Section 8.4 Leashes. All pets must be hand leashed. Pets are never to be tied up outside unattended, left on porches or decks, or left to roam on their own.

Section 8.5 Clean Up. All pet owners or attendants, are responsible to immediately pick up after their pet and properly dispose of the waste.

ARTICLE IX
Actions of Owners and Occupants

Section 9.1 Annoyance and Nuisance. No noxious, offensive, dangerous or unsafe activity may be carried on in any Unit, Limited Common Element, or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be, or become, an annoyance or nuisance to other Unit Owners, tenants or occupants. No Unit Owner, tenant or occupant may make, or permit to be made (by him or herself, their children, his or her servants, employees, agents, visitors, licensees and pets), any disturbing noises, nor do or permit such persons to do anything that will interfere with the rights, comforts or convenience of other Unit Owners, tenants, or occupants. All Unit Owners, tenants and other occupants must exercise extreme care not to make noise, including automobile related noise, or the use of musical instruments, radios, television, and amplifiers that may tend to disturb other occupants of Sterling Woods.

Section 9.2 Compliance with Laws. No offensive, or unlawful, use may be made of the Property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Connecticut, as well as all ordinances, rules and regulations of the City of Danbury. Any violating Unit Owner shall hold the Master Association, the Village Associations and other Unit Owners harmless from all fines, penalties, and the cost of prosecution for the violation, or noncompliance herewith.

Section 9.3 Indemnification from Actions of Others. Unit Owners shall hold the Master and Village Associations and other Unit Owners, harmless for their actions, as well as those of their tenants, guests, servants, employees, agents, invitees, licensees, children and pets.

Section 9.4 Employees of the Managing Agent. No Unit Owner shall utilize the services of any employee of the managing agent, or any contractors which they may employ, for any private business of the Unit Owner, nor shall they be used for the individual benefit of any Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee.

Section 9.5 Water Usage. No Unit Owner shall allow unreasonable or excessive use of water. Unit Owners shall conserve water by the use of water-saving devices for all plumbing fixtures to the extent that such devices are commercially available. No Unit Owner shall allow the unreasonable or excessive use of water provided by interior plumbing fixtures outside of any Unit, or on the Master or Village Common Elements.

Section 9.6 Alternate Dispute Resolution. Pursuant to Section 47-244 (a) (18) of the Act, the Master Board requires that disputes between the Master Board and any Unit Owner, OTHER THAN DISPUTES WITH RESPECT TO NON-PAYMENT OF COMMON EXPENSE

ASSESSMENTS, or between any two Unit Owners, regarding any aspect of the Master Community and/or any Village within the Master Community, must be submitted to non-binding alternative dispute resolution in accordance with this regulation as a prerequisite to commencement of a judicial proceeding.

The Procedures to be used are as follows:

First, any person who intends to or is required to use the procedures of this regulation (the "Applicant") must notify the Association and any other person involved in the dispute, in writing, that the Applicant is using the dispute resolution procedures of the Sterling Woods Master Association, Inc.'s Rules.

The notice should also contain a concise statement of the subject of the dispute.

Second, the President of the Master Board, or the President's designate, (in either case, the "Association's Representative") must promptly meet with the Applicant. If the Applicant's dispute is with the Master Association, or the President, the Association's Representative should be, if practical, a Director, property manager, or other Unit Owner who is not directly involved in the subject matter of the dispute. If the dispute is not with the Master Association, the Master Association's Representative should also ask to meet with the other parties to the dispute, either with the Applicant, or separately.

Third, at the first meeting, and at any subsequent meetings which all the parties feel may be helpful, the Applicant, the Master Association's Representative and any other parties to the dispute may first seek to satisfactorily (if not amicably) resolve the matter, without any further proceedings.

Fourth, if a satisfactory resolution under the third step is not feasible, the Master Association's Representative should seek to identify an additional procedure for resolution of the dispute. The procedure should be, if possible, one that is mutually satisfactory to all parties to the dispute. However, at a minimum, the Master Association's Representative may require, in the sole discretion of the Association's Representative, that the Applicant and the other parties to the dispute participate in either, but not both, of the following procedures, before any lawsuit may be filed:

(i) individual mediation: The Master Association's Representative may retain, at the Master Association's expense (if any expenses are incurred), an individual or organization who either on a volunteer or compensated basis, is willing and able to serve as a neutral third party to attempt to mediate the dispute. Unless the parties to the dispute agree on the identity of the mediator, the mediator should be a person who is either a Unit Owner, or the property manager for Sterling Woods.

(ii) panel mediation: Alternatively, the Master Association's Representative may choose panel mediation. In that case, the Applicant should pick a mediator of his choosing, and the Master Association's Representative (if the Master Association is the party to the dispute) or,

otherwise, the other party, or parties, to the dispute, shall themselves each select their own mediator, and those mediators shall attempt to select an additional mediator.

The costs of panel mediation shall be paid in equal shares by the parties to the mediation, so long as the cost of the first meeting to any one party does not exceed $100.00.

Fifth, regardless of the form of mediation selected, the first mediation meeting under the fourth step should occur no later than fifteen (15) calendar days after the meeting which occurs as result of the third step. Neither the Applicant nor any other party shall be required to attend more than one meeting with the mediator(s). The mediators selected should try and use all reasonable efforts to resolve the dispute by voluntary means, including any additional meetings, which are acceptable to the parties.

Finally, if the dispute cannot be resolved under the foregoing procedures, the Applicant shall be free to pursue any legal recourse available.

ARTICLE X
General Recreation Rules

Section 10.1 Limited to Occupants and Guests. Passive recreational facilities, the clubhouse, pool, open space and woodlands within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. The Unit Owner or Resident must accompany guests when using any club house facilities. All facilities are used at the risk and responsibility of the user, and each Unit Owner and invited guest(s) shall hold the Master and Village Associations harmless from damage or liability claims by virtue of such use.

Section 10.2 Ejection for Violation. Unit Owners, members, guests and tenants may be summarily ejected from any recreational facility in the event that they violate the Association Rules, and may be suspended from utilizing same until the time for Notice and Hearing concerning such violation, and thereafter suspended for the period of time established as a result of such a hearing.

Section 10.3 Proper Use. Recreational facilities must be used only for the purposes for which they were designed. They may not be abused, overcrowded, vandalized, or operated in such a way as to prevent, or interfere with, permitted play, or use by others.

Section 10.4 Bicycles, etc. Bicycle riding, skate boarding, roller-blading, roller-skating, sledding and skiing are all prohibited on the sidewalks and lawn areas of Sterling Woods.

ARTICLE XI
Swimming Pool Area

Section 11.1 Pool Usage. During the scheduled pool season, the pool can be used only during the authorized pool hours posted at poolside. The use of this facility is not supervised and Unit Owners should be aware that their use of same is entirely at their own risk. Pool attendants, when available, do not serve as life-guards but employees of Sterling Woods that will assist residents in signing-in, caring for the pool and enforcing the Master and Pool Rules. All residents must sign-in when entering the pool area. All residents must also list the names of all guests.

Section 11.2 Regulations of the Department of Health. All regulations of the Connecticut State Department of Health are included herein by reference.

Section 11.3 Attire. All persons must wear suitable swimming garments when using the pool facilities. No person shall, in public view of other association residents or visitors, dress in such a manner as to expose their buttocks, excessive cleavage, or genitals.

Section 11.4 Diseased Persons. Any person known or suspected of having a communicable disease shall not be permitted to use the pool.

Section 11.5 Spitting or Blowing Nose. Spitting, or blowing one's nose in the swimming pool, is prohibited.

Section 11.6 Boisterous Play. Running and boisterous or rough play is prohibited.

Section 11.7 Limitation on Number of Guests. Pool is intended for the use of Sterling Woods residents and their guests. The number of guests of any Unit Owner, at any time, may not exceed four. Guests must be supervised by an adult 18 years or older. The Unit Owner or Resident must be present for any guest to be permitted to use the pool or any other recreational facility.

Section 11.8 Children in the Pool. Children under the age of 16 will not be allowed in the pool area unless accompanied by an adult. Children who normally wear diapers must wear swimsuit diapers of the type that prevent leakage when using the pool. Rubber pants must be worn over the swimsuit diapers.

Section 11.9 Portable Radios, CD's, etc. Radios and musical reproduction devices are prohibited from the swimming pool area, unless they are outfitted with earplugs such that music is not audible to anyone other than the owner of the device.

Section 11.10 Prohibited Items. Pets, food, alcoholic beverages, glassware, electrical appliances, underwater breathing apparatus, knives and other dangerous items are prohibited in the pool area.

Section 11.11 Flotation Devices. Flotation devices are not allowed.

Section 11.12 Pool Safety Equipment. Emergency Safety Equipment shall not be moved except for swimming emergencies.

Section 11.13 Platinum Club Key. The Platinum Club key shall not be loaned to Non-Unit Owners under any circumstances. If you have lost your pool/clubhouse key you will not be permitted to use the pool until you receive a new key. Cost for a replacement key is $100.00.

Section 11.14 Additional Rules. Please refer to the rules posted at the swimming pool which are included herein by reference.

ARTICLE XII
Platinum Club

Section 12.1 Hours. The Platinum Club is open from 9:00 a.m. to 11:00 p.m. daily. However, the Exercise Room is open 24 hours. The Platinum Club is available only to residents ages 18 or over, unless supervised by an adult Unit Owner/Resident. The upper level of the Platinum Club is alarmed from 11:30 p.m. to 6:00 a.m. Anyone entering the upper level during that period will trigger the alarm. Any expenses incurred by the Association because of the response to the alarm will be charged to the unit owner who triggered the alarm.

Section 12.2 Keys. All Unit Owners shall be issued a key to the Platinum Club. The Platinum Club key shall not be loaned to Non-Unit-Owners. In the event that you lose this key, the cost of a replacement key will be $100.00.

Section 12.3 Boisterous Activities. No boisterous activities, rough play, running, dangerous activities nor unattended children shall be permitted within the Platinum Club.

Section 12.4 Kitchen. Use of the kitchen facilities is limited to Unit Owners and their invitees who have rented the Platinum Club for a private function. The rental policy for the Platinum Club is described in Appendix B hereto.

Section 12.5 Exercise Room. The exercise room is available only to residents ages 18 and over unless supervised by an adult resident. Guest use of equipment is not allowed at any time. The use of this facility is not supervised and Unit Owners should be aware that their use of same is entirely at their own risk. The rules and regulations, which are posted within the exercise room, must be observed.

Section 12.6 Smoking. The entirety of the Platinum Club is a non-smoking area. Anyone who violates this policy will be suspended from utilizing this recreational facility.

Section 12.7 Alcoholic Beverages. Unless a Unit Owner has rented the Platinum Club and is legally responsible for the actions of his/her invitees, no alcoholic beverages may be brought into the clubhouse, nor consumed on the premises.

Section 12.8 Destruction. Anyone who destroys or damages any element of the furnishings, decorations, or equipment located in the Platinum Club shall be financially responsible for the repair, or replacement, of the damaged or destroyed item(s).

Section 12.9 Gambling. No gambling, nor any other illegal activity of any form, may be conducted within the Platinum Club, or anywhere on the Sterling Woods Common Elements.

Section 12.10 Attire. No one shall be permitted within the Platinum Club, unless he/she is properly attired. Proper attire is deemed to be a level of clothing equal to that of normal street wear, specifically to include shoes and coverage of torso. Shoes must be worn at all times in areas other than the exercise room and locker facilities. Individuals wearing swimsuits are prohibited from all parts of the Platinum Club, other than the locker rooms and the hallway leading thereto.

ARTICLE XIII
Playground Rules

Section 13.1 For safety reasons, all children must be accompanied and supervised by a parent, guardian, or baby-sitter 18 or older. The supervising adult is responsible for supervision and for the children's safety and compliance with these rules.

Section 13.2 All those using the playground do so at their own risk. The Association is not responsible for injuries or accidents**.**

Section 13.3 Hours for the playground are from 8:00 a.m. to dusk. Do not use the playground after hours or when the playground equipment is wet or icy.

Section 13.4 Only residents and accompanied guests may use the playground.

Section 13.5 No residents or guests age 13 and older shall use the playground. The equipment is designed for children under 13.

Section 13.6 Use the playground equipment properly. Failure to do so can result in serious injury. For example, there shall be 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.

Section 13.7 No roughhousing, shoving, fighting, or throwing sand or any inappropriate object on the playground is allowed.

Section 13.8 No roller skates, in-line skates, skateboards, bicycles, or tricycles are allowed on the playground.

Section 13.9 No pets are allowed on the playground.

Section 13.10 No food or drinks are allowed on the playground.

Section 13.11 Failure to abide by these rules will result in a ban on playground use.

ARTICLE XIV
Landscape Regulations

Section 14.1: Overview: For the purpose of these Regulations, landscaping is defined as all plants and plant materials. The landscaping direction for each of the Sterling Woods villages should consider the following three criterions:

- To establish an overall identity and character.
- To provide uniformity throughout the community.
- To create an attractive and aesthetically pleasing environment throughout the community.

Section 14.2: Purpose: The purpose of the Landscape Regulations is to provide reasonable standards that maintain the overall identity, character and uniformity of Sterling Woods landscape and to ensure that Sterling Woods maintains its status as one of the premier communities in this area.

Section 14.3: Landscaping Definitions.

Front Yard Area: The plot of land in front of the Unit.

Side Yard Area: The plot of land between Units.

Back Yard Area: The plot of land in back of the Unit excluding approved foundation planting area.

Turf Area: Any plot of land that is covered by turf grasses.

Foundation Area: The five to seven feet of contiguous soil extending from the base of a Unit's foundation. However, in the Birches Village the rear deck of the unit is considered an extension of the foundation when pertaining to planting regulations of this article.

Street Areas: Those areas located between walkways running parallel to a street. These areas are generally included in the definition of common areas.

Section 14.4: Planting Regulations.

Foundation Area:

- Shrub planting shall consist of a maximum of three (3) layers or rows.
- Added shrubs shall be planted 36 inches on center.
- Shrubs and plants should ideally be maintained at a maximum height of 4 feet.
- The growth of flowers and shrubs may not protrude into the turf grass area;
- Plants located in front of windows must not to exceed the height of the bottom windowsill.
- The establishment of any new foundation planting area for attached-units requires a review by the Master Landscape Committee and the approval of the Association's Master Board.

Yard Areas: i.e. front, side and back:

- Groundcover shall be planted 12 inches on center or split and planted 6 inches on center depending on the species.
- Hedges, shrubs, flowers, plants, ground covers, gravel, or other material that create a border between the front edge of Unit's foundation plantings and the street are not allowed. These elements are also not permitted between property areas.

Turf Areas:

Removal of turf grasses is not allowed without a review of the Master Landscape Committee and the approval of the Association's Master Board. Exceptions to this are:

- To create or extend approved foundation plantings areas, which is 5 to 7 feet of continuous soil area.
- To extend the area around the base of a tree to the recommended diameter of 4-5 feet.
- To create a 1-2 foot planting area around single Unit individual mail box.

Trees and Shrubs: The regulations for the addition, replacement and removal of trees and shrubs are:

- The addition of any new tree, with the exception of the Birches, requires a review by the Master Landscape Committee and the approval of the Association's Master Board.

- The addition of any new shrub, with the exception of the Birches, requires a review by the Master Landscape Committee and the approval of the Association's Master Board, with the exception of those planted in approved foundation planting areas.

- The removal and/or replacement of any tree or shrub not originally planted by the Unit owner requires a review by the Master Landscape Committee and the approval of the Association's Master Board.

Section 14.5: Planting and Lawn Dividers. Planting dividers are permitted around the perimeter of foundation planting areas, trees and shrubs if the top of the divider does not exceed the height

of any adjacent sidewalk or driveway and do not interfere with provided maintenance services. Dividers in any other area are prohibited.

Section 14.6: Vegetable Gardens. Vegetable Gardens are not permitted in any foundation area, with the exception of the Birches rear foundation area except when planted in containers placed on decks or patio areas. All such plantings must be neatly pruned, weeded and removed at the end of the plant's growing season.

Section 14.7: Rock Gardens. Rock gardens are permitted and may not extend more than 5 to 7 feet from the foundation area. Rock gardens in other than this area requires a review by the Master Landscape Committee and the approval of the Master Board.

Any placement of borders of any kind are permitted provided they are kept neat and orderly and do not interfere with mowing or weed whacking.

Section 14.8: Vines. Climbing vines and flowers are not allowed to climb on any element of a Unit. This includes stair handrails, pillars, fixtures, and decks.

Section 14.9: Trellises. Trellises are not permitted in any area of a Unit in any village, with the exception of the Birches with a review by the Master Landscape Committee and the approval of the Association's Master Board and cannot be positioned in front of any unit or any window or door.

Section 14.10: Plants in Plant Boxes and Containers.

Potted plants and containers generally do not require the approval of the Association's Master Board if the following Regulations are maintained:

- The combined number of plant boxes and containers located in the front of the Unit shall not exceed six (6) and must be arranged and maintained in a reasonable fashion.

- Potted plants shall not exceed 24" in height and must be set in saucer-like retainers to prevent surface damage from water or moss.

- The potted plants or containers shall not impede the use of pedestrian or vehicular easements or impair contracted maintenance activity.

- The containers shall be located on the Unit owner's front porch, entry steps or sidewalk, next to the garage on the driveway, rear patio, or rear deck.

- No plant containers or boxes may be permanently attached to any part of the Unit.

- To permit snow and ice removal, during the winter season, all potted plants and containers must be removed from all areas, except for rear decks and rear patios. Heavy concrete containers can remain in place and must be kept free of any dead matter.

Section 14.11: Screening. The placement of any screening (plant material and fencing) is prohibited unless reviewed by the Master Landscape Committee and the approval of the Associations Master Board.

Section 14.12: Prohibited Plants. Plants of toxic nature are prohibited.

Section 14.13: Cold frames. Cold frames or other season extenders are prohibited.

Section 14.14: Irrigation Systems. For Birches Owners' only: Installation of automatic irrigation systems requires a review by the Master Landscape Committee and the approval of the Association's Master Board and is encouraged (at the sole expense of the Unit owner). Any related damage, incurred as a result of installation, must be repaired or replaced in a timely fashion and at the sole expense of the Unit owner.

Section 14.15: Landscape Item Removal. No landscape items may be removed and taken by the Unit owner when they sell their Unit. This includes both Association and Unit owner planted landscape items.

Section 14.16: Landscape Installation. Installation of landscaping, with the exception of the Birches, requires a review by the Master Landscape Committee and the approval of the Association's Master Board by submitting a landscaping plan to be executed in a high quality and professional manner consistent with the image of Sterling Woods. Any related damage, incurred as a result of installation, must be repaired or replaced in a timely fashion and at the sole expense of the Unit owner.

Section 14.17: Landscape Watering. All Unit owners are encouraged to water landscape items in the area of their Unit. Watering apparatus must be put away when not in use.

Section 14.18: Universal Landscaping Considerations. Seasonal varieties of flowers (*i.e. annuals)* that comply with these landscaping Regulations may be replaced annually without approval. Permitted landscape modifications by the Unit owner must be maintained by the Unit owner in a reasonable manner and not deemed unsightly.

Safety and security, impacts on maintenance and consideration of the overall village uniformity will be prime considerations in the Master Landscape Committee's review and the Association's Master Board's decision to approve or disapprove a Unit owner's landscaping request.

Unit owners bear the sole responsibility and cost for any changes made to the landscape. This includes but is not limited to maintenance, replacement, and removal of dead vegetation. Any debris resulting from the fulfillment of these responsibilities must be disposed of in keeping with

Article V, Section 5.1. Unit owners are restricted from placing this material on any wooded, common, or limited common areas in keeping with Article II Section 2.2.

Section 14.19: Landscape Request and Approval Process. These Regulations shall apply to all Unit Owners. Requests for landscaping activity that do not comply with this document, must be made in writing and directed to:

Sterling Woods II – Master Association
C/o REI Property Management
2A Ives Street
Danbury, CT 06810

... (or) deliver them to the on-site property management office at the Platinum Club.

Requests must include:

- Unit owner name and address.
- Article and Section to which an exception is being requested.
- Description of landscaping activity desired to be performed including location to be made.
- Itemization of all plant material to be added or removed including type and size of material.
- Name(s), address(es), and telephone number(s) of individual(s) who will do work.
- Date Unit owner would like to begin work and the projected completion date.

The decision to approve or not to approve requests is the responsibility of the Association's Master Board. The Master Landscape Committee will provide recommendations as requested.

ARTICLE XV
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, <u>including</u>, <u>but not limited to</u>: 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.

Appendix: A

Sterling Woods Master Association
Satellite Dish Authorization Form

Date: _____

Unit Owner(s) Name: (Must appear identically to legal ownership of Unit)

_____

Unit Owner's Address: _____

Phone Number: _____ (work) _____ (home)

Installer of Satellite
Company Name:_____ Phone Number: _____

Contact Name:_____ Address:_____

Type of Dish: Owner must submit with this form a copy of the type and installation specifications of the satellite dish to be installed.

Insurance: Owner must provide with this form, a certificate of insurance from the installer of the satellite dish naming The Sterling Woods Master Association, Inc. as an additional insured.

Location of Satellite: Owner must submit a diagram showing the proposed location of the dish. Owner understands that unless specific written permission to the contrary has been obtained from the Master Board of Directors, dish installation is permitted only on the Unit Owner's limited common element rear deck or patio. Unit owners and their installers agree that they will make best efforts to locate the dish in the least visible location without compromising an acceptable level of reception.

Owner(s) agree to indemnify and save the association harmless from any and all property damage, personal injury and other claims arising from the installation, maintenance, use and/or removal of said dish and related wiring or accessories, if any. Owner(s) acknowledge that the Master Board of Directors shall be entitled and authorized to repair any such damage and Master Board of Directors shall charge any expenses associated with the repair of said damage to the owner(s)' unit account. This obligation will continue and remain an encumbrance on the unit unless and until a release form is received from the Master Board of Directors acknowledging the removal and repair of any damage from the satellite dish.

Submitted By:
Unit owner(s): (As it appears on the title to the unit)

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Appendix: B

STERLING WOODS MASTER ASSOCIATION
Platinum Club Rental Policy

Each Unit Owner renter or Unit Occupant renter, as the case may be, agrees to indemnify and hold the Association and the other Unit Owners at Sterling Woods harmless from any and all costs, claims or expenses arising because of any claim which may hereafter be presented by anyone for loss, damage or personal injury as a result of any activities which occur in connection with rental of the facilities described herein by the Unit Owner renter or Unit Occupant renter, as the case may be. Said indemnification shall include the reasonable attorney's fees and court costs incurred by the Association or other Sterling Woods Unit Owners in the defense of any such claim.

1. Description Of Rental Facilities

The main floor consists of: a large party room with wall-to-wall carpeting, fireplace and television; a carpeted meeting room with table and chairs and an office (these are not included in the rental area); a card room; a kitchen with gas range, microwave, refrigerator, sink, and dishwasher; and restrooms.

The individual Village Associations or recreational clubs at Sterling Woods may use the Platinum Club main floor without charge for approved community functions. These include but are not limited to bridge clubs, knitting clubs, holiday parties or celebrations. These activities must be scheduled with the property manager and must comply with all rules pertaining to use of the Platinum Club.

Rental of the Clubhouse facilities does not include access to any other Platinum Club facilities such as exercise rooms, swimming pool, swimming pool area, or pool furniture. You may use the upper deck area outside only if it does not impede use by other Unit owners. Rental of the clubhouse for business or political purposes including, but not limited to sales demonstrations, advertising, solicitations, marketing of products or services, political campaigning or political candidate use, is not permitted.

*****Please note:** The remote control for the television is to be used by renters only. It should remain in the kitchen cabinet above the refrigerator when not in use. *You must put the remote control back in the cabinet after your party.* If the remote control is noticed as missing after your party, you will be subject to paying the replacement cost of the remote of $65.00. This money will be deducted from your security deposit.

2. General Terms

- Renters (herein defined as Unit owner or Unit occupant *only*) are charged a nominal fee of $100.00 to offset energy use, lavatory supplies, normal depreciation and general maintenance.

- In addition to the rental fee, owner/occupant renters are required to leave the facility in at least as good condition as existed prior to the rental. As partial insurance against possible damage or inadequate cleaning, the Association also requires each renter to post a $250.00 deposit, all of which will be refunded if the premises are vacated in pre-rental condition. This deposit however, does not represent the renter's total liability. The renter must accept full responsibility for his/her guest's behavior throughout Sterling Woods II and must return the rental facilities to pre-rental condition. The renter is fully responsible for all costs, regardless of the amount, necessary to restore the rental facilities to at least as good a condition as existed prior to the rental. It is the renter's option to either clean the Clubhouse rental facilities themselves or have it cleaned by the firm that does the routine cleaning. If you elect to have the rental facilities cleaned by this firm you must submit a check as indicated in item 3 below.

During the rental period, the Board of Directors may further restrict the use of the facility, including immediate termination of usage, if it is being misused, abused or if there is a disturbance of the peace.

- Usage of the rental facility is limited to the purpose stated on the rental form, as is the number of guests.

3. Reservations, Payments, Refunds and Deadlines

To reserve the Clubhouse rental facilities', Reservation Forms are available at the Bulletin Board at the Clubhouse or you can obtain one by calling REI Property Management at (203) 748-0859. This completed form must be submitted at least 14 days prior to the rental date along with the rental charge of $100.00, security deposit of $250.00 and cleaning fee of $50.00 (if you chose to have the Clubhouse professionally cleaned). All checks should be made payable to "Sterling Woods Master Association, Inc." The rental fee is non-refundable less than one week prior to rental date. The security deposit is fully refundable upon satisfactory inspection after use. Checks should be mailed to:

Sterling Woods II – Master Association
c/o REI Property Management
2A Ives Street
Danbury, CT 06810

...or deliver them to the on-site Property Management office at the Platinum Club.

4. Inspection

It is the renter's responsibility to fill out the inspection sheet in its entirety. The renter should fill out the sheet both before and after the time of the rental. This should be returned with the key following the date of the rental.

5. Alcoholic Beverages

Persons of legal drinking age may be served alcoholic beverages in moderation only. The renter is fully responsible for any consumption by minors, and for any personal property damage, injury or death resulting from drunkenness (as legally defined) caused by excessive consumption of alcohol served on the premises during the rental. Any display of public drunkenness may result in the restriction or immediate termination of the rental.

No breakable products i.e.: drinking glasses, glass bottles, etc. are permitted outside the Clubhouse.

6. Decorations

Note: Do Not Use Tape or Nails of Any Kind On the Window Trim or Clubhouse Walls!

The use of decorations is limited to table and free standing decorations only. The use of tape, nails, tacks, pins or adhesives of any kind on the clubhouse walls, doors, woodwork, window frames, ceilings or any other woodwork within the clubhouse is strictly prohibited.

7. Cleanup

For those renters choosing to clean themselves, cleanup should be initiated as soon as the party has ended and must be completed within two hours. The clubhouse cannot be vacated in an unclean condition.

STERLING WOODS MASTER ASSOCIATION

Name: _____
Address: _____
Rental Date: _____

Cleaning the Platinum Club

1. Cleaning must be initiated as soon as the party had ended and must be completed within two hours. The clubhouse cannot be vacated when it is in an unclean condition.

2. A post party inspection will be conducted by the property manager or their appointee. If they determine that the cleaning requirements have not been met, the cleaning service will be contacted and their fee (currently $50.00) will be deducted from the deposit. This will be enforced rigorously.

3. Cleaning requirements:
   a. All counter tops in the kitchen must be cleaned – any spills or stains must be removed.
   b. All kitchen appliances must be cleaned – no spills or stains.
   c. The kitchen floor must be clean – any spills must be removed.
   d. The bathrooms' sinks and toilets must be wiped down with paper towel.
   e. The bathrooms' floors must be clean – any spills must be removed.
   f. All garbage containers must be emptied and a new bag should be inserted.
   g. All perishable food must be removed from the premises.
   h. All green garbage containers must be closed tightly and returned to the outside containment area.
   i. The entire clubhouse floor must be vacuumed – there should not be any noticeable dirt.
   j. The glass top tabletops must be wiped clean – no stains should be apparent.
   k. Any card or serving tables used for the party must be wiped clean before returning them to the storage room.
   l. All tables and chairs must be stacked neatly in the storage room. Using the kitchen key, lock the door.
   m. The glass top tables and furniture must be returned to their original locations.
   n. All decorations used for the party must be removed.
   o. All windows must be locked before vacating the clubhouse.
   p. All lights should be turned off.
   q. Thermostats should be returned to their original settings.
   r. Return the sign indicating the clubhouse is rented back into the kitchen.

Please use this list to check off each requirement when completed. Return this sheet with your post-check sheet and the kitchen key. Use the kitchen key to lock the dead bolt on the kitchen and storage closet doors, and then put the key in an envelope with your name on it and slide it under the office door.

STERLING WOODS MASTER ASSOCIATION
Platinum Club Rental Form

Please completely read the below Platinum Club Rental Policy. Also, complete this section and return it **no later than two (2) weeks prior** to the rental date. Enclose two (2) checks: one for the Rental Fee and the other for the Security Deposit Fee. The Cleaning Fee is optional. However, if the facility is not satisfactorily cleaned, the fee will be applied to the Unit Owner's Account. Hours of operation are 9:00 AM to 11:00 PM. The upper level is alarmed from 11:30 PM to 6:00 AM and must be vacated before the alarm activates.

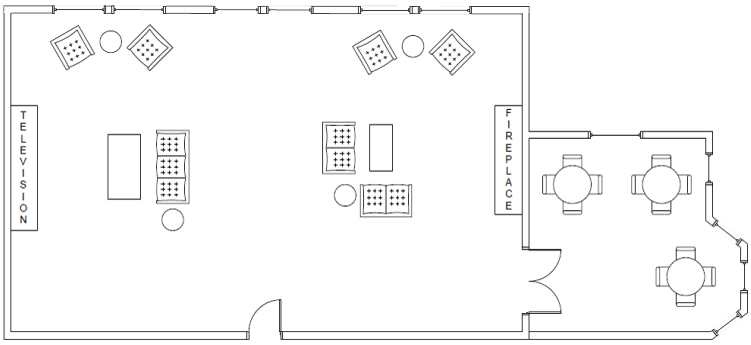
Special Items of Note…

1) If you choose to move the upholstered furniture, do so with care. Pick them up and move them as opposed to pulling or pushing them. The pulling and pushing has damaged them in the past. Should you damage the upholstery you will be charged for the related repair costs. Also, please return the furniture to their original positions within the room. (Note schematic below.)

2) The Platinum Club alarm system automatically arms itself at 11:30 PM. Should you set the alarm system off, due to not being out of the clubhouse by 11:00 PM, you will be billed for any related costs incurred by the Association. Said costs could include, but are not necessarily limited to alarm company fees, REI fees, and City of Danbury fees to address the false alarm.

3) When you rent the clubhouse, you are not allowed to set up the day before. If you arrive on the day of your rental, and find the condition of the clubhouse to be unsatisfactory, please call (203) 744-8400 and hit 0 to leave a message with REI's answering service. We do suggest you inspect the clubhouse as early as possible if your event follows another rental. This way, we will be in a better position to assist with any emergency measures that are needed.

4) After throwing out your garbage, please be sure to put new garbage bags in all trash cans in the bathrooms and in the kitchen.



Section 1: To be Completed by Renter.

Renter's Name _____
Phone Number: (Home)_____(Work)_____

Owner's Name: _____Unit #: _____
Owner's Address: _____
Phone Number: (Home)_____(Work)_____

Rental Date: _____ Hours of Usage: From _____To_____
Rental Purpose: _____

Maximum Attendance Expected: Adult: _____Children: _____
(Per Fire Marshal - maximum number of guests is 49)

Each Unit Owner renter or Unit Occupant renter, as the case may be, agrees to indemnify and hold the Association and the other Unit Owners at Sterling Woods harmless from any and all costs, claims or expenses arising because of any claim which may hereafter be presented by anyone for loss, damage or personal injury as a result of any activities which occur in connection with rental of the facilities described herein by the Unit Owner renter or Unit Occupant renter, as the case may be. Said indemnification shall include the reasonable attorney's fees and court costs incurred by the Association or other Sterling Woods Unit Owners in the defense of any such claim.

The Unit Owner must sign this form and assume full responsibility for any rental.
I hereby attest that all the information provided above is accurate. I have read the Platinum Club Rental Policy and accept all its conditions.

_____ _____
Unit Owner Signature **Date**

Section II: To be completed by the Managing Agent.

Fees	Date Received	Check No.	Date Returned
Rental: $100.00			**NA**
Deposit: $250.00			
Cleaning: $50.00			**NA**

Return To: **Sterling Woods Master Association, Inc.**
c/o REI Property Management, Inc.
The Platinum Club
115-117 Silversmith Drive
Danbury, CT 06811

… (or) deliver to the on-site Property Management office at the Platinum Club.

STERLING WOODS MASTER ASSOCIATION
Platinum Club Inspection

PRE USE INSPECTION:
Renter's Name: _____ Date: _____

Location	Condition	Clean	Needs Cleaning
Men's Room			
Ladies Room			
Kitchen (Note any appliance needing cleaning)			
Main Room (Note any stains on furniture or rug)			
Game Room			
Television Remote Control		Yes	No
Patio Area			
Entrance			
Porch			

Comments:
_____
_____

AFTER USE INSPECTION:
Renter's Name: _____ Date: _____

Location	Condition	Clean	Needs Cleaning
Men's Room			
Ladies Room			
Kitchen (Note any appliance needing cleaning)			
Main Room (Note any stains on furniture or rug)			
Game Room			
Television Remote Control		Yes	No
Patio Area			
Entrance			
Porch			

Comments:
_____
_____

Appendix: C

Sterling Woods Master Association
Hearing Procedure

(Revised 11/18/15)

1. A Hearing Panel shall be convened pursuant to the articles of incorporation and bylaws when deemed appropriate by the President of the Master Board.
2. The Hearing Panel shall consist of at least a majority of the Vice Presidents of the six Villages, which make up the Master Association, plus the Vice President of the Master Board or another Master Board member if the Vice President is not available (see Number 4 below).
3. The Hearing Panel shall determine a time and place for all hearings and will notify the Unit Owner two weeks in advance in writing. All notices will be sent by certified mail, return receipt requested to the Unit Owner.
4. The Hearing Panel will be chaired by the Vice President of the Master Board or another Master Board member. In the absence of a Master Board Member, the remaining Hearing Panel Members will select an alternative to chair the hearing.
5. It shall be the goal of the Hearing Panel to conduct the hearing in such a manner as to provide the Unit Owner due process. The hearings shall be conducted in an informal manner and the Hearing Panel shall have the discretion to adopt such informal procedural rules as it deems necessary and appropriate. The Hearing Panel may hear testimony and receive evidence from the Unit Owner and witnesses. In accepting such testimony and evidence, the Hearing Panel shall consider its reliability and relevance and shall be governed by a standard of reasonableness.
6. The Hearing Panel will make its decision in private with only the Hearing Panel Members in attendance and all results and discussions will remain confidential to the specific Hearing Panel and Master Board members.
7. The Hearing Panel will then issue a written recommendation to the Master Board which will be included in the next Board package. The Hearing Panel will give their written recommendation to the property manager the Thursday before the Board meeting.
8. The Master Board will review the Hearing Panel recommendation at the next scheduled Master Board Meeting. Their decision will be sent in writing to the Unit Owner.
9. Once the Unit Owner receives the Master Board's decision, they will then have fourteen (14) days to submit an appeal in writing. This appeal must be sent in writing by certified mail, return receipt requested to the Associations management company at their respective address.
10. Once an appeal is received, the Associations management company will then forward that information to the Master Board of Directors. The Master Board will then determine a date and time for the appeal hearing and the Unit Owner will be notified in writing, certified, return receipt requested.
11. Following the appeal hearing, the Master Board will then issue a written decision within 30 days to the Unit Owner.
12. All decisions of the Master Board, acting as the Appeal Board, are final.

Appendix D

Sterling Woods Master Association
Overflow Parking Policy

1. Requests for permission must be in writing.
2. Permission will only be granted for a third car; never a fourth or more.
3. There are only 12 overflow parking spaces (all on Bradford Drive) thus no more than 12 cars can have permission at one time. Any subsequent requests will be placed on a waiting list until a space becomes available.
4. Permission can only be granted for up to 90 days at a time and less if warranted. At the end of the initial period, the unit owner must seek permission again. The Property Manager will notify the unit owner when their permit is about to expire.
5. The Property Manager will issue an Overflow Parking tag with expiration date which must be prominently displayed in the vehicle when it is parked in the overflow area.
6. The overflow parking area should be frequently monitored by the Property Manager and Board members. Any cars illegally parked there should be identified and promptly warned that they will be towed, fined, or both.
7. Permission will only be granted to units with three or more licensed residents. In other words, two residents in a unit can not park a third car on the property under any circumstances.
8. Permission will be routinely granted (available space permitting) if the third licensed driver is working full time and/or is attending school locally and thus needs the car to commute to work and/or school.
9. Permission will be only granted for a limited period if the third licensed driver attends school outside the Danbury area and is a full time resident only in the summer months. In other words, the third car can be parked in overflow (available space permitting) when the student is home for their summer break but once he/she returns to school, the car may not be parked in overflow.
10. Permission will never be granted to a unit owner in the Birches since they have adequate space in their garage and on their driveway for a third car.

Appendix E

STERLING WOODS MASTER ASSOCIATION, INC.

Resolution of the Executive Board
Adopting Maintenance, Repair and Replacement Standards

I. Statement of Facts.

A. Sterling Woods ("Common Interest Community") was created by a declaration of Silversmith Heights, LLC, dated March 5, 1997, and recorded in the Danbury Land Records in Volume 1174 at Page 1003 ("Declaration").

B. Sterling Woods Master Association, Inc. ("Master Association") is the association of Unit Owners of the Common Interest Community.

C. Under Section 6.4 of the Declaration, the Unit Owners are responsible for the maintenance, repair and replacement of their Units.

D. When certain objects, fixtures or components within the Units fail or malfunction, or when certain conditions exist within Units, they can cause significant damage to the Units containing them, to other Units, and to the Common Elements of the Common Interest Community.

E. Failure to inspect, maintain or replace certain objects, fixtures or components, within the Units, or creating or maintaining certain conditions within Units, can result in higher insurance premiums being charged to the Master Association.

F. The Master Association wishes to adopt standards for the maintenance, repair and replacement of Units, so as to avoid damage to Units and Common Elements and keep down insurance premiums.

II. Statement of Authority.

A. Under Subsection 47-261b(a) of the Connecticut Common Interest Ownership Act ("Act") and Section 21.2 of the Declaration, the Executive Board of the Master Association has the power to adopt and amend rules, subject to providing Unit Owners with notice of the proposed rule and an opportunity to comment.

B. Under Subsection 47-261b(f) of the Act, the Master Association may adopt rules to regulate any behavior in a Unit which adversely affects the use and enjoyment of other Units or the Common Elements.

C. Under Subsection 47-257(e) of the Act, if any common expense is caused by the failure of a Unit Owner to comply with a written maintenance standard promulgated by the Master Association, then the Master Association may, after notice and hearing, assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, exclusively against that Owner's Unit.

III. Rule.

NOW THEREFORE IT IS RESOLVED:

A. That the rules and regulations of the Master Association are hereby amended by adding the maintenance, repair and replacement standards attached hereto as Exhibit A.

B. That the imposition of these maintenance, repair and replacement standards shall not relieve a Unit Owner of his or her obligations under Section 6.4 of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance, and replacement.

Adopted by the Executive Board of the Master Association on January 19, 2011, after giving all unit owners notice and an opportunity to comment.

EXHIBIT A

MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

1. Hot Water Heaters. All Unit Owners shall replace their gas or electric hot water heaters once they are more than 10 years past the installation date. However, the replacement standard for tankless heaters is 20 years past the installation 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, toilets and refrigerator water feed line 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 (or as recommended by the manufacturer for the installed unit). Unit Owners shall replace their smoke detectors every 10 years (or as recommended by the manufacturer of the installed unit).

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. Auxiliary Fuel Based Heaters. Unit Owners shall not use any auxiliary portable or fixed fuel based heaters (i.e. kerosene, propane, LPG, wood, pellet etc.) 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 chimneys 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.

e. Units are limited to two (2) propane cylinders (20 lb. maximum per cylinder) per the recommendation of the Danbury Fire Department. Cylinders containing any quantity of propane must be used and stored outside (i.e. deck or rear patio), out of direct sunlight and not on any village common element. When disconnected, the plastic safety plug or cap must be in place.

8. Use of Electrical Appliances and Devices.

a. Unit Owners, tenants and occupants of Units shall not leave electrical appliances with the potential to cause significant damage such as washing machines, dryers, and stoves, 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. Unit Owners, tenants and occupants shall winterize all exterior hose bibs following procedures recommended by the hose bib manufacturer.

12. Unit Owners, tenants and occupants shall ensure that that there are working weep holes on storm and/or screen doors.

13. Unit Owners, tenants and occupants shall have the gas fireplace(s) in their unit cleaned and serviced every five (5) years.

14. Turn off water valve during extended absence. If a unit is to be unoccupied or untended for one week or longer, the main water valve for the unit shall be turned off. (**Note**: **Some units also have total building shut off valves which shall not be turned off.)**

Note: Unit Owners, tenants and occupants shall make best effort to retain copies of any documentation related to compliance with the maintenance requirements set forth herein in order to assist the Association and appropriate investigating authorities in the event of an incident.

Sterling Woods Master Association, Inc.

Policies

Birdfeeder Policy

The Master Board has reviewed the use of birdfeeders in Sterling Woods in response to issues raised about 1) the mess caused by seeds and bird droppings which can be an annoyance to surrounding unit owners, 2) the animals that are attracted by the seed which falls to the ground leading to the invasion of units by mice or other rodents, and 3) the aesthetics of bird feeders hanging from trees and decks or scattered throughout the common areas.

The Master Association documents grant the authority to the Master Board to regulate and approve what may be placed on the common elements. In accordance with that authority, the Master Board has developed the following policy for the use of birdfeeders within the common elements:

1) Each unit is limited to one birdfeeder.

2) Birdfeeders may not be placed in the front of any unit.

3) Birdfeeders may not be hung from trees.

4) Birdfeeders must not impede the work of the landscaping service.

5) If a birdfeeder is hung from the rear deck, it must be centrally located to minimize the impact on adjoining units. End units will have more discretion.

6) Unit owners with birdfeeders must avoid creating a nuisance for their neighbors. If neighbors complain about excessive bird droppings, noise, and/ or damage, the unit owner may be asked to remove the birdfeeder.

7) Unit owners with birdfeeders are responsible for keeping their patio and deck areas free from bird feces.

8) If a unit owner with a birdfeeder encounters a rodent problem and asks for exterminating services, they will be asked to remove the birdfeeder.

9) If an adjoining unit of a unit with a birdfeeder encounters a rodent problem, the birdfeeder owner will be asked to remove the birdfeeder.

10) Lastly, placing food on the common elements to intentionally attract large birds or animals, such as turkeys is not allowed. Such actions create an annoyance and nuisance for surrounding owners and can also lead to a rodent problem. Owners doing this will be in violation of Rule 9.1 which bans actions that are an annoyance or nuisance to other unit owners.

Sterling Woods II Extermination Services Policy

Issue

Under what circumstances does the Association provide extermination services?

Background

1) The Association is responsible for maintenance of the common and limited common elements in all villages except the Birches. That includes the attic and the space between the interior and exterior walls.

2) The Association's maintenance responsibility in the Birches is for the exterior surfaces and structural components of any structure built by the developer. The Association is not responsible for any interior part of the Birches buildings including the attic.

Guidelines

1) The removal of any pest on the exterior of a building including but not limited to bee and wasp nests is the Association's responsibility.

2) In the five villages, other than the Birches, the removal of any animal in a common or limited common area including but not limited to under the front steps, in the attic, or behind the interior walls is the Association's responsibility.

3) In the Birches, there is no responsibility to remove animals within the building. However the Association is responsible for any repairs to the exterior surface deemed necessary to prevent pest infiltration. The Unit Owner is responsible for any clean up in the unit that may be necessary from the animal(s).

4) In the case of bats in a Birches Unit, the cost to remove the bats and seal the holes will be shared 50-50 between the Association and the Unit Owner since the exterminator must remove the bats and seal the holes at the same time to properly ensure the bats will not return. The Association will choose the exterminator that is selected and will let the Unit Owner know the cost prior to the work being done. The Unit Owner is responsible for any clean up in the unit that may be necessary from the bat(s).

5) In the case of potential carpenter ant and/or termite infestation, given the danger they pose to the structure of a building, the Association will pay for any inspection to confirm their presence in all villages including the Birches. In the five villages other than the Birches, the Association will be responsible for their removal if they are detected. In the Birches, the damage caused by carpenter ants or termites could be to areas that both the Association and the unit owner are responsible to maintain. Therefore, the Association will pay for the inspection but any exterminating costs or repair of damage caused by termites or carpenter ants will be shared 50-50 between the Association and the unit owner.

Sterling Woods II Flag Display Policy

Background

1) The Freedom to Display The American Flag Act of 2005 states a condo association cannot prevent the display of the American flag in an exclusive use area but does allow for reasonable rules governing the display – time, place, size, number, and manner.

2) CIOA states a condo association cannot prevent the display of the flag in a unit or limited common area but can establish reasonable rules.

Sterling Woods II Guidelines confirmed at October 2010 meeting

1) Window display of the flag is allowed per rule 2.4.

2) Mounting brackets with flag pole are allowed by the front door, by the garage door, or on the deck.

3) Any other mounting brackets must be approved by the Master Board.

4) No permanent flag pole structure is allowed on the Common Elements.

Political Sign Policy

Only one political sign regarding candidates for election (town/city, state or federal) or political issues such as budgets, town/city rule/law changes is allowed to be displayed in each unit. Signs are allowed to be displayed 14 days in advance of voting/election matters. Signs must be removed within 48 hours of the vote/election. Signs must be no bigger than 2'x 2'. Signs cannot be placed on the common or limited common elements (example: on steps, in driveway, on front lawn). Signs may be displayed inside a Unit window only.