

**MATTABASSET OWNERS ASSOCIATION**

**RULES AND REGULATIONS**

**REVISED MAY 23, 2005**

**RULES AND REGULATIONS FOR MATTABASSET**  
**MERIDEN, CONNECTICUT**

1. No part of the property shall be used for other than housing and the purposes for which the property was designed. Each Unit shall be used as a residence.

2. There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Board of Directors except as hereinafter expressly provided.

3. Nothing shall be done or kept in any Unit or in the common areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building except as provided in the Declaration of Covenants and Restrictions and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Architecture and Landscape Review Committee.

5. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common areas, except that a dog, cat or other household pet, approved by the Association Manager, may be kept in Units, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the common areas unless carried or on a leash, or be curbed in any court yard or close to any patio.

6. No noxious or offensive activity shall be carried on in any Unit, or in the common areas; nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbance to other Unit Owners.

7. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common elements. The common areas shall be kept free and clear of rubbish, debris and other unsightly materials.

8. Except in recreational or storage areas designated as such by the Board of Directors there shall be no playing, lounging, or parking of baby carriages, or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common areas except that terraces and patios may be used for their intended purposes. Storage by Owners in areas designated by the Board of Directors shall be at the Owner's risk.

9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.

10. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

11. No garbage cans shall be placed in any common hall or on any staircase, nor shall anything be hung from the windows, terraces, balconies, or patios or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

12. The parking areas shall not be used for any purpose other than to park automobiles excluding specifically, trucks, commercial vehicles, trailers, or boats, which may be parked in specially designated areas only, if any, or inside a garage.

13. Rules of behavior for the swimming pools, and recreation area will be promulgated by the Owners Association, and all Unit Owners, their families and guests must abide by such rules.

14. No terrace, balcony or patio shall be enclosed or covered by any awning or otherwise enclosed without the consent in writing of the Board of Directors and the Architecture and Landscape Review Committee.

15. The Board of Directors, or its designated agent, may retain a pass key to the premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Directors. In case such consent is given, the Unit Owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the demised premises.

16. Unit Owners shall not pain, stain, or otherwise, change the color of any exterior portion of any building.

17. Each Unit Owner shall keep his Condominium Unit and any balcony or patio to which he has sole access in a good state of preservation and cleanliness.

18. Right is specifically reserved to the Board of Directors of the Owners Association to rescind, change, or amend the foregoing rules and regulations and to adopt such other rules and regulations as from time to time the Board of Directors may deem necessary.

19. The Declaration of Covenants and Restrictions of Mattabasset are incorporated herein by reference but not by way of limitation.

20. The right to place "For Sale" or "For Rent" signs on unsold units is reserved to Del Favero Builders, Inc., its successors and assigns and the right is hereby given to any mortgagee, who may become the owner of any condominium parcel to place such signs on any condominium parcel or unit owned by such mortgagee.

21. Unit Owners shall be held responsible for the actions of their children and guests.



22. The Board shall have the power to levy fines against owners of units, whether attached or detached, for violation of any of the Covenants, Restrictions or Rules and Regulations for which they are responsible, provided that no fine may be levied for more than \$50.00 for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation, and the fine will be \$10.00 for each additional day the violation continues. No such fine shall be levied before notice of the Board's intent to do so is given to the Unit Owner of the violation not less than ten (10) days before the fine takes effect during which time the Unit Owner may correct the violation to avoid the imposition of the fine. A Unit Owner so fined shall have the right to appeal the basis for and the amount of the fine at the next regular meeting of the Board, after which the Board by majority vote may uphold or rescind the fine. Collection of fines may be enforced against the Unit Owner or Owners responsible as if the fines were a Common Charge owed by the particular Unit Owner or Owners.