

# **RULES AND REGULATIONS**

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## **Introduction**

Welcome to The Kingswood II (KW) Condominium. Kingswood II is one of the more attractive condominiums in Fairfield County. It combines the features of being a small community of 87 units with that of an excellent location near the center of Bethel. Condominium living does, however, require an adjustment in that the required consideration of the rights of your neighbors is vastly different from the full freedom and independence of living in your own single-family residential home.

This booklet has been prepared by the Association to provide a condensed and convenient information source that will be of assistance to all Kingswood II residents. It is not intended to replace the Declaration or By-Laws of the Association, nor is it all-encompassing, but it does replace all other previously published materials.

You are encouraged to carefully review this booklet to ensure your safety and comfort as well as the safety and comfort of your neighbors and guests. In the event of a discrepancy, the Declaration and By-Laws and recent decisions of the Board of Directors represent the official position of the Association and take precedence.

At Kingswood II, such tasks as common area maintenance, grounds care and snow removal are provided by the Association. This provides residents more time to enjoy life. However, with the benefits of condominium living there are trade-offs relative to your rights "to do your own thing." The Rules and Regulations apply to everyone, without exception, including tenants and visitors.

All residents, whether owner or tenant, must be conscious of the rights and convenience of others, the appearance and safety of the property, the need for cooperation and consideration among all residents, and the willingness of owners to participate in running the Association. These elements are all important to enjoyable condominium living and to protecting the value of Association property.

The Board of Directors  
2011

## **Responsibilities**

The Kingswood II Condominium is a Common Interest Community. The Declaration states that all Unit Owners, tenants, mortgagees, and occupants of Units shall comply with the Declaration, By-Laws, and all Rules and Regulations adopted by the Board of Directors.

There are rules and general prohibitions contained in the Declaration and By-Laws of the Association that restrict the use, alienation, or occupancy of Units, Common Areas, and Limited Common Areas. They must be adhered to in order to maintain the uniform and attractive appearance of the condominium design as created.

Unit Owners own their individual Units as well as an interest in all the Common Areas and Limited Common Areas. All Unit Owners are members of the Association and share the concerns and responsibilities of all other Unit Owners.

### **Unit Owner**

The use of each Unit is limited to occupancy by a single family. No industry, trade, or commercial activity is permitted. Home professional pursuits shall be permitted as long as they do not interfere with parking, privacy, noise, etc.

A Unit Owner will not do anything to or keep anything in the Unit that will result in the cancellation or increase the rate of the Association's insurance. Unit Owners must follow all laws, zoning ordinances, and regulations of Town, State, and Federal jurisdictions.

Unit Owner is responsible for the repair, maintenance and decoration of the Unit as well as private property contained within the Unit. Unit Owners are responsible for all the space and improvements lying within the Unit as well as all services for the individual Unit such as heating and air-conditioning, water and sewage use, water pipes, plumbing fixtures, wiring (electrical, telephone and television), electrical receptacles and switches, lighting fixtures, windows, screens and doors.

Each Unit occupant, whether tenant, visitor, or guest, is obligated to observe all Rules & Regulations. The Unit Owner is responsible for the actions of a tenant, guest or visitor and is obligated to advise and control the occupant's actions in this regard.

A Unit Owner waives recreational rights to his or her tenant. This includes the use of the pool, tennis court, and refuse disposal. The Unit Owner will be responsible for all fines and violations caused by the tenant.

Garage, estate or tag sales are not permitted.

### **Unit Owner Maintenance, Repair and Replacement Responsibilities (Standards)**

The Connecticut Common Interest Ownership Act requires that the Association inform Unit Owners of the following Unit Owner Maintenance Standards.

The Connecticut Common Interest Ownership Act permits an Association to assess a Unit Owner for common expenses incurred by the Association in excess of insurance proceeds if the expense is caused by the willful misconduct or gross negligence of a Unit Owner or tenant's failure to comply with these written maintenance standards. The assessment may be made after notice and an opportunity for the Unit Owner to be heard.

Unit Owners are responsible for reporting maintenance problems to the Managing Agent, in writing and within a timely fashion. And, if required, must provide reasonable access to a unit for inspection and/or repairs as needed.

All required maintenance, repairs or replacements must be done by a licensed and insured contractor. The contractor must obtain permits for work where required.

Unit Owners must retain copies of any documentation evidencing compliance with any required standard contained herein in the event that documents of compliance are requested by the Association.

### **Appliance Inspection**

Care and maintenance of all appliances are the Unit Owner's responsibility. All appliances must be inspected annually. Washing machines, dishwashers and hot water heaters must be inspected annually because they can cause severe water damage when a failure occurs.

### **Bathrooms**

Unit Owners must regularly inspect and maintain all tile and grout on the floor and in the bathtub/shower area. The seals around toilets and drains must be properly caulked.

### **Chimney Inspections and Cleaning**

Fireplace maintenance and replacement is the responsibility of the Unit Owner. Unless you have a propane fireplace, chimneys must be inspected annually if fireplaces are used. The Unit Owner must arrange and pay for inspections and any required cleaning, and must not use a fireplace that has not been inspected. Documentation of inspection must be submitted annually.

The exterior repairs to the chimney, which include the surround, cover and cap, are the Association's responsibility.

### **Dryer Vent Cleaning**

Dryer vent hoses from the dryer to the outside vent must be cleaned annually by the Unit Owner to prevent lint from accumulating in the vent ductwork. Dryer vent hoses are to be metal. Documentation is to be submitted annually.

The Association is responsible for repair or replacement of any outside dryer vent cover. The Unit Owner must notify the Association in writing when the outside vent cover needs repair or replacement.

### **Electrical Panel**

Inside electrical panels and circuit breakers are the responsibility of the Unit Owner and must be inspected annually. Only a licensed electrician may replace old, worn, or damaged breakers or wiring.

No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse will be the responsibility of the Unit Owner that caused the damage. Total electrical usage in any Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

### **Fire Pits**

No fire pits are permitted.

### **Gas Grills**

Gas grills are permitted on decks but not on common areas. Charcoal and solid-fuel grills are prohibited. A gas grill must be checked annually to ensure it is in safe working condition.

The Association's insurance company requires that gas grills be kept as far away from walls as possible. Preventive measures such as fire extinguishers, water, etc. should be readily available.

Storage of propane tanks is prohibited inside a unit, garage, or on common areas.

### **Heating and Air-Conditioning Maintenance**

The heating and air-conditioning units must be inspected annually by a licensed technician. The Unit Owner is responsible for their maintenance, repair and replacement. Air filters should be cleaned on a regular basis.

### **Hot Water Heater Replacement**

All hot water heaters must be replaced within ten (10) years of the manufacture date indicated by the serial number. A visual inspection of the outside (and even the inside) of a hot water heater may not reveal any defect or potential problem.

The best reliable predictor of the condition of a hot water heater is its age. Manufacturers of hot water heaters typically use the first two digits of their serial number to indicate the year of manufacture.

To determine compliance with this policy, each Unit Owner must provide the Association with the serial number, manufacturer's name, and model number as recorded on their hot water heater.

Only a licensed and insured contractor can replace a hot water heater.

### **Kerosene and Quartz Heaters**

Fire code forbids the use of a kerosene heater in a condominium unit.

### **Leaks**

Upon identifying a leak or similar condition resulting in the escape of water, immediate action must be taken to stop the escaping water. There are shut-off valves for faucets, toilets, hot water heaters and outdoor spigots. There is also a shut-off valve outside for the whole building. Immediately report any leak to the Association.

### **Outside Water Spigots**

Outside water spigots, where installed, are the responsibility of the Unit Owner. Spigots should be winterized by a plumber by November 1<sup>st</sup>. Do not leave the hose attached during the winter because water in the hose could cause the spigot to fail.

### **Pellet Stoves**

The Association does not permit pellet stoves.

### **Plumbing**

The Association is responsible for the main branch plumbing lines that serve each Unit up to entry into that Unit. Unit Owners are responsible for all the space and improvements within the Unit as well as for pipes, plumbing fixtures, sinks, toilets, etc.

It is suggested that Unit Owners leaving for an extended period of time drain all pipes, appliances, water heaters, and bathroom fixtures and add a solution of anti-freeze to all traps and commodes. If this step is taken, the thermostat can be lowered to conserve energy.

Do not dispose of or flush any grease, toxic items, baby wipes, feminine products, etc. into the system. This can cause clogging and backups that may damage the system and be very expensive to repair.

### **Satellite Dish**

To request permission to install a satellite dish on your deck, contact the Managing Agent for an approval form.

### **Smoke Detectors**

All residents must maintain and inspect smoke detectors annually. Current building codes require a smoke detector in each room.

### **Sound Control**

While relatively efficient soundproofing has been provided in each Unit, sound can travel between adjoining walls. Speakers should not be mounted on any common wall as this could cause excessive reverberation.

### **Storm Doors**

All storm doors should meet the following specifications: white, brass handle, full pane, clear glass and no iron work.

No other style storm door will be permitted without the written consent of the Board of Directors.

### **Stove Hood Cleaning**

Stove hoods must be cleaned annually by the Unit Owner. Grease build-up in the hood could cause a fire.

### **Toilet Inspection and Repair**

All toilet tanks and seals, on-off water supply valves and connectors, interior flush and refill valves (ballcock) and flapper gaskets, must be inspected annually and replaced by the Unit Owner when not properly working. Care must be taken to ensure that toilets do not become blocked with items like diapers or personal hygiene items. Blockage of the toilet can result in the overflow of the toilet and significant damage to the areas below the toilet.

### **Vacant Units**

If your unit is going to be unoccupied for several days during the cold months, it is suggested that the thermostat be set at least to 50 degrees to prevent water pipes from freezing. It is also recommended to leave your cabinet doors open.

If you are going to be away for more than a week, it is the responsibility of the Unit Owner to have their unit inspected weekly for interior damage due to leaks. A Unit Owner must notify the Association within a week of a leak that damages occurred; otherwise repairs will be the responsibility of the Unit Owner.

### **Washing Machines**

Washing machine hoses and connections must be inspected annually. The hose should not be twisted or kinked, and all clamps and connections must be tight. Steel-clad hoses must be used.

### **Windows, Storms, Screens, Skylights, and Sliders**

Windows, storms, screens, skylights, and slider replacement is the responsibility of the Unit Owner. They must be replaced with similar style models and color. The cost and upkeep of these items is the responsibility of the Unit Owner.

## **Common Areas**

Common Areas are any property owned by all the individual Unit Owners in an undivided fractional interest, including the grounds, parking areas, roadways, and recreational facilities.

The Association is responsible for repairing and maintaining the exteriors of all buildings, streets, exterior walkways, and grounds. Any matters relating to these areas are handled by the Board of Directors and the Managing Agent.

The Board of Directors makes contracts for grounds maintenance, including mowing, tree pruning, snow plowing, pool maintenance, etc. Cooperation in helping keep the entire property in good condition is anticipated, expected, and appreciated.

Any action by a Unit Owner or resident that affects the external appearance or that might jeopardize the soundness or safety or value of the Association's property must have the prior written approval of

the Board. Without approval, any restoration that may then be required will be at the expense of the Unit Owner. This would include any personal landscaping and Unit modification.

No one shall obstruct or store anything in the Common Areas. These areas should be kept free of rubbish, debris, and other unsightly items.

### **Limited Common Areas**

Limited Common Areas are property that has been limited by the Declaration for the exclusive use of an individual Unit Owner, including decks, patios, stoops and steps, exterior doors, windows, and chimneys.

## **Operation of the Condominium**

Connecticut State law requires that a condominium form an Association composed of all Unit Owners and elect a Board of Directors. The Association contracts with a Managing Agent to administer the business and maintenance of the condominium.

### **Board of Directors**

The Board of Directors is the governing body for The Kingswood II Condominium. As defined in the By-Laws, it consists of five Unit Owners who volunteer their services. They are elected to direct and control the operation of the Association.

The Board usually meets each month. Unit Owners may address the Board at the start of the meeting.

An annual business meeting, held each year in December, is open to all Unit Owners. Notification is provided at least ten days in advance.

The Board has the responsibility to interpret, enforce, and change the rules as needed. The responsibilities and powers of the Board are extensive, and exercising these duties can be rewarding. But these responsibilities come with an inherent time requirement that can be

particularly burdensome if it falls only on the shoulders of a few. The willingness and ability of the Board Members to carry out their duties are vital.

The Board appreciates cooperation in helping to make Kingswood II a special place to live.

### **Management**

A professional Managing Agent is contracted by the Board to administer the operation of the Association. The Managing Agent is empowered to perform duties and provide services authorized by the Board. The Board may delegate to the Managing Agent such powers as may be necessary to carry out the function of the Board.

The Managing Agent's duties include payment of bills, the collection of Common Charges, preparation of the annual budget for Board approval, and overseeing general repair and upkeep of the buildings and grounds. The Managing Agent receives all direction from the Board of Directors before approving contracts.

The Managing Agent is Mellin & Associates, who can be reached between 9:00 a.m. and 5:00 p.m., Monday through Friday, at **203-938-3172**. Voice mail and an emergency phone number are provided after business hours.

### **Association Requests**

Mellin & Associates' responsibilities include responding to Unit Owner requests for general repair and maintenance of the buildings and grounds of the Common and Limited Common areas. Major and minor problems should be reported directly to Mellin & Associates. All matters of concern and repair requests must be directed in writing to the Association at:

**Kingswood II Condominium Association, Inc.  
P. O. Box 274  
Georgetown, CT 06829**

### **Common Charges**

Common Charges are paid by all Unit Owners and are the funding with which the condominium operates. State law dictates that Common Charges may not be legally withheld for any reason. Uncollected Common Charges affect every Unit Owner. Mailing envelopes are provided to each Unit Owner. All checks must be made out to the Association.

**Common Charges are due on the first of each month. Failure to pay by the tenth (10th) of the month results in a twenty-five dollar (\$25) late charge.** Continued delinquency subjects the Unit Owner to a lien or to legal action including foreclosure.

### **Fines**

Fines may be levied by the Board for violation of the Rules and Regulations. Unpaid fines can subject the Unit Owner to a lien.

### **Insurance**

The Association's insurance policy provides for public liability and for loss and damage to buildings and to the grounds and recreation facilities. Any damage by fire or accident must be promptly reported to Mellin & Associates.

Unit Owners should have additional coverage to cover repairs to the interior of Units and for personal property and to cover the Association's deductible. Such coverage should be purchased through the Unit Owner's own insurance agent and may be a requirement of the Unit Owner's mortgage.

The Association's Insurance Agency is:

**Johnson-Stevens-Curran  
30 Main Street  
Danbury, CT 06813  
203-743-2844 Fax: 203-743-3882**

Mortgage companies may require proof of the Association's insurance coverage. Unit Owners should call Johnson-Stevens-Curran for a "Certificate of Insurance."

### **Refuse & Recycling**

Kingswood II provides for curbside collection of trash and recyclable materials. Unit Owners and residents are required to separate and package recyclable materials for collection. All garbage should be in tightly sealed PLASTIC BAGS or a secure, closed garbage can on or near the curb.

No garbage cans or trash bags will be placed outside the Units except on Monday mornings. Refuse is picked up on Tuesday if the following holidays fall on a Monday: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas Day.

Items other than ordinary household refuse (such as chemicals, tires, furniture, construction material, carpeting, appliances, water heaters, etc.) are not to be placed with the regular weekly trash collection. Special arrangements may be made directly with LoPresti Carting for handling large bulk items. Call LoPresti Carting at: 203-798-8993.

The Association provides for a dumpster in May for "Spring Cleaning." This dumpster may be used to discard furniture, wood, garbage, car parts, old barbecues, washers/dryers, mattresses and box springs. Items such as paint, air-conditioners, refrigerators, barbecue "gas" tanks or any hazardous materials must not be placed in the dumpster.

### **Right to Access/Entry**

The Association has the right to enter any Unit (a request will be made in advance when possible) for the purpose of making repairs, replacements, or improvements, or to remedy conditions that would result in damage to other portions of the building. Right of entry for emergencies will be immediate.

The Association has the right to enter any Unit in which there has been a violation or breach of any rule or regulation as established by the By-Laws and to correct any condition within the Unit that is contrary to the Rules and Regulations.

### **Landscaping**

The Association hires a professional landscaping firm to maintain the grounds. In the spring (after April 1st), all loose debris, sand, leaves and branches are cleaned up. Lawn mowing begins no later than April 15th and ends approximately November 30th.

Lawn mowing includes cutting grass and pick up and removal of clippings. All sidewalks, steps, stairs, and parking areas are blown clean.

Lawn or foundation plants may not be removed for the installation of a Unit Owner's garden without written Board consent.

**All plantings must be Board-approved-no exceptions.** If the plants and flowers are not approved, they will be removed by the Association.

Board-approved plants are: cotoneasters, blue star junipers, japonicas, blue rug spruces, dwarf blue spruces, miniature azaleas, boxwoods, ilex hollies, hosta, day lilies and annuals. ***Tall plants and perennials are not permitted.*** If you want to install a different type of plant than the ones listed above, you **must** have Board approval prior to installation. If you install plants that are not approved, they will be removed.

The Association assumes no responsibility for damage to such plantings caused by work done on premises by contractors hired by the Association for maintenance, upkeep, and repair of the buildings, roads, and landscaping.

No vegetable gardens, fencing, trellises, supports, and identification markers are permitted.

Lawn, gravel, and stone areas may not be removed for the installation of a garden, nor shall plants or shrubbery be installed in the gravel areas beneath decks.

You may plant annuals in the front island gardens. However, no perennials are permitted unless in a container.

### **Snow Plowing**

Service is provided during snow and ice storms. During heavy falling snow or blizzard-like conditions, the best possible effort will be made to allow residents to travel.

Snow plowing will commence after one-half inch has fallen and will continue as needed. Cleaning of roadways and sidewalks will be completed four hours after the storm has ceased. Caution should always be used on the walkways and roads during a snow/ice storm.

When snow plows are in your parking area, it is mandatory that you move your car from the driveway or visitors area so that the plows can properly plow the area. It is the responsibility of all residents to move their cars. If your car is not moved, the Board of Directors reserves the right to tow the car without warning.

## **Rules & Regulations**

### **Additions/Alterations/Improvements**

No Unit Owner or resident shall make any structural addition, alteration, or improvement in or to a Unit without the prior written consent thereto of the Board. Nothing will be done to any Unit or common element that would impair the structural integrity of the buildings or that would structurally or visually change the buildings. The uniformity of appearance of all buildings and the exterior view of the Units must be maintained.

No painting, staining, etc. of the exterior portion of any building is permitted. This includes decks, windows, and sliders.

No major plumbing, electrical, or structural alterations or additions may be made without consulting a licensed and professional contractor in that field who can advise the Unit Owner regarding safety for all residents. Unit Owners must obtain the consent of the Board of Directors, and may also need to obtain appropriate building permits from the Town of Bethel.

Nothing may be done or kept in any Unit or Common Areas that would increase insurance premiums above the normal residential rates, or result in policy cancellation.

No person is allowed on the roof of any building at any time.

### **Annoyances or Nuisances**

No noxious, offensive, obscene, dangerous, or unsafe activity shall be carried on in any Unit or Common Areas, nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other residents.

No resident shall make or permit any disturbing noises or permit anything to be done that interferes with the rights, comforts, or convenience of other residents.

Disputes between neighbors are to be referred to the police.

### **Ants and other Insects**

The control of common household insects, inside or outside the Unit, such as ants, clover mites, crickets, firebrats, silverfish, spiders, and exterior insects such as bees, wasps or hornets as well as bats, squirrels, etc. are the responsibility of the Unit Owner or resident.

### **Appearances**

No personal property, including toys, chairs, kiddie pools, bikes, sleds, play or recreational equipment, etc. is to be stored or left overnight on common areas.

Nothing is to be attached to the siding, building trim, garages, windows or door frames. This includes plant hooks, thermometers, wind chimes, and wall plaques.

No doormats, towels, articles of clothing, etc. are to be hung over deck railings.

No bird feeders, statuary, garden ornaments, fencing, etc. are permitted on common property.

Empty plastic containers are to be disposed of or stored out of sight.

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or doors or placed on the outside walls of any buildings or on trees and shrubs, nor shall they cause or permit anything to be hung or displayed on the inside of windows intended to be seen from the outside, including, but not limited to: "For Sale" signs, advertisements, notices, and the like.

Window treatments should be drapes, sheers, or shades. They should be neutral in color—white, ivory, beige, taupe, etc. Sheets covering windows are not permitted.

It is recommended that garage doors be kept closed when not entering or exiting from the unit.

Seasonal wreaths are permitted on exterior doors only.

### **Children's Play Area**

Use of playground equipment is limited to people who weigh less than 130 pounds. Children under 7 years must be accompanied by an adult.

### **Decks/Patios**

Decks and patios are not to be used as storage areas for items such as furniture not normally used outdoors, toys or playthings. No drying of laundry is permitted on decks and patios. Decks and patios must be kept neat.

Bird feeders, limited to one, are permitted provided they extend beyond the outer railing to ensure that bird droppings do not fall on the decks or railings.

Nothing else is to be hung off the decks or over railings. This includes but is not limited to plants, wind chimes, decorative items, towels, clothing, and screens.

Natural wood-colored lattice to match the deck is acceptable provided it is installed on the inside of the railing and does not extend over the top of the railing. Installation of wire mesh fencing of any kind or netting is not permitted.

Only planters secured by hand are allowed. Where planters cause damage to the deck (e.g. planter nailed to deck) the owner is responsible for repair. All planters must be in good repair.

Caution should be exercised when gas or electric grills are in use on the decks to avoid excessive flare up. Charcoal grills are not permitted. Effort should also be made to control heavy smoke fumes,

which may prove annoying to nearby residents. Outdoor cooking is permitted only on the decks and patios at the rear of each Unit.

### **Displays**

No sign, advertising, awning, canopy, tent, wires, laundry, shutter or antenna may be hung or displayed in Buildings, or on Limited Common Areas and Common Areas.

Signs may not be hung inside if they can be seen from outside the Unit. Exceptions are strictly limited to the United States flag on appropriate legal holidays.

Only wreaths are permitted on exterior doors. No plaques are allowed.

Holiday lights may only be placed on the **inside of windows**. Holiday decorations are not permitted on Limited or Common property. All such holiday materials must be promptly removed by **January 15th**.

### **Fireplaces and Firewood**

Chimneys should be inspected and cleaned once a year if used. It is the responsibility of the resident to provide access for these inspections, and to arrange and pay for any required cleaning. To avoid smoke filled rooms, make sure the damper is open and there is a draft. Warm up the flue by lighting a piece of paper and holding it up to the damper until the draft is initiated.

Firewood must be neatly stored on the lower patio area, no closer than one foot from any wall of the building. Rotten or insect infested firewood shall be removed upon discovery, at the owner's expense.

### **Motor Vehicles**

The Association requires that all motor vehicles belonging to KW residents be registered with the Managing Agent. Forms are available from the Managing Agent.

All motor vehicle laws of the State of Connecticut apply to residents, and motor vehicles must have current registration and identification. Any violations are subject to towing.

The speed limit throughout KW is **15 mph**.

### **Parking**

Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, designated fire lanes or two-lane passage by vehicles on roads and drives.

Violating vehicles will be towed after reasonable effort has been made to contact the person to whom the vehicle is registered or the host of that person. The Unit Owner will be assessed a fine plus the costs of towing and enforcement.

Vehicles not in regular use may not be "stored" in any parking space.

Motorcycles and motorbikes are considered on-road vehicles and must be parked in a garage or a designated parking space.

It is expected that garages and the driveway in front of the garage, where permissible, be used for resident parking. Parking areas are for visitors only.

While waiting for the school bus at the entrance, park at least 15 feet from the entrance to allow proper visibility to and from Kingswood Drive.

No camper, trailer, recreational vehicle, commercial vehicle, or boat is permitted to be stored or parked within the condominium complex. Trucks are not permitted to have equipment such as ladders, paint, construction material, etc. stored in the truck while parked on the premises.

No motor vehicle is permitted to be parked on Common Areas if it displays advertising.

No repairs to motor vehicles are permitted on the Common Areas.

Motor vehicles parked in violation of these regulations are subject to fines and to being towed without warning at the expense of the owner.

### **Pets**

Dogs and other household pets may be kept at KW but are limited to two pets per Unit.

All dogs must be licensed by the Town of Bethel.

Dogs must be walked on a leash. Pets may not be tethered or chained outside or left unattended on Limited or Common property.

No dog of a breed known for its ill-temper, such as terriers known as “pit bulls,” will be permitted.

Residents shall not allow their pets to cause or create a nuisance or unreasonable disturbance by continued or frequent noise, to the comfort, peace, or repose of any person in the vicinity. Pets creating a nuisance or disturbance may be permanently removed from the property.

Pet litter is offensive to residents and damaging to grass and other plant life. It is to be removed immediately by the owner and disposed of properly. A small shovel or pooper-scooper to gather pet litter into a plastic bag is suggested. Fines will be issued for pet litter violations.

Four “dog-walks” are designated for walking dogs: gravel, non-access fire road east of Bldg. 5 and west of Bldg. 7, behind east side of common parking area north of Bldg. 11, to the side of Building 2 and along Kingswood Drive behind Bldg. 16. Dog owners are required to remove dog debris from these areas.

Damage caused by pets to Common or Limited Common Areas (including landscaping) is the responsibility of the pet owner.

Animals are not permitted within the recreational facilities.

### **Pool**

The pool is open daily from 8:00 a.m. until sundown, Memorial Day to Labor Day.

Entrance to the pool area is through the gate, using a code number issued by the Association. The pool gate must be closed at all times.

Lifeguards are not provided. Residents swim at their own risk. Children under 12 must be accompanied by an adult and guests by a resident. A pay telephone is provided in the pool area for emergency use. No coin is required to call 911.

Please observe the following pool rules:

1. The pool is for the explicit use of resident Unit Owners, tenants, and their immediate families and invited guests.
2. Invited guests will not exceed four per Unit and must be accompanied by the Unit Owner or resident.
3. The use of glassware is not permitted in the pool area.
4. Only suitable bathing attire is permitted, which does not include cutoffs or other "street" clothing.
5. All persons shall shower in Owner's Unit or in the facility provided at the pool area before entering the swimming pool.
6. Children wearing diapers are not permitted in the pool.
7. Pets are prohibited in the pool or the pool area.
8. All personal property shall be removed from the pool area at the time of departure.
9. No radio playing is allowed.
10. Floatation devices, rafts, tubes, toys, etc. are prohibited from the pool area.

The Managing Agent or any Board Member has the authority to eject anyone from the pool area for violation of the pool rules.

## **Roadways**

The Common Areas are to be used only for the purposes for which they were designed. The roadways and parking lots are not meant to be recreational areas. There is to be no ball playing, skate boarding, roller blading, etc. in the roadways.

## **Statuary**

Statuary is limited to 24" in height, no more than two statues are permitted per unit, and homeowners must have Board approval prior to displaying any statuary.

## **Tennis Court**

The tennis court is available to KW residents and their guests. Guests must be accompanied by a resident. Residents are responsible for the actions and behavior of their guests. An adult must supervise children under 12 years.

No more than four (4) players are allowed on the court at one time. Singles and doubles players are limited to one (1) hour of playing time when other players are waiting.

Brush the surface and line tapes after play. Drag (not push) the large brush on the court surface. After use, invert and lean it against the fence so that the bristles are not touching either the fence or the court surface. Hang the line brush on the fence.

Tennis shoes suitable for a Har-Tru surface must be worn. Running or walking shoes are not permitted. Shirts must be worn.

The tennis courts are to be used exclusively for playing tennis. No food, drink, alcoholic beverages, smoking, baby strollers, toys, pets, bicycles, etc. are allowed on the courts.

No reserved group function will be allowed.

Padlock the gate properly after use.

Any observed misuse of the tennis court areas, including use by strangers, should be reported to Mellin & Associates. The cost of vandalism is borne by all the Unit Owners.

## **Rentals**

Each Unit occupant, whether tenant, visitor, or guest, is obligated to observe all Rules & Regulations. The Unit Owner is responsible for the actions of a tenant, guest or visitor and is obligated to advise and control the occupant's actions in this regard.

# USEFUL TELEPHONE NUMBERS

If you are not sure about a problem or situation, call the Managing Agent, who is available during normal business hours for help.

**Police/Fire/Medical Emergencies** ..... 911  
Danbury Hospital..... 739-7000

**Managing Agent - Mellin & Associates** ..... 938-3172  
Emergency..... 733-5128

## Services:

Electricity - CL&P - Repairs ..... 800-286-2000  
Refuse – LoPresti Carting..... 798-8993

## Vendors:

Electrical Repairs - S & S Electric ..... 748-4776  
Heating/AC/Plumbing - A. Krueger Plumbing..... 743-2255

Vendor telephone numbers above are provided solely as a convenience and are not an endorsement or recommendation.