AMENDED AND RESTATED RULES
OF TORRINGFORD FARMS ASSOCIATION, INC.
As of Jan. 16, 2026

INTRODUCTION

In a well-run common interest community, it is necessary to have Rules and Regulations to protect the quality of life of the residents and to preserve the value of our homes. Successful community living depends on the willingness of the residents to be considerate of one another and to have the common good of the community as a primary concern. These Amended Rules (the "Rules") were prepared to further these goals and to protect our quality of life and our investment.

These Rules are intended to supplement, not supersede the Association's Declaration and Bylaws. All references to "Governing Documents" include these Rules and Regulations, the Declaration and the Bylaws. Terms whose initial letters are capitalized are defined in Article I of the Declaration.

We expect every resident of Torringford Farms, including every unit owner, lessee, renter or any person residing in a unit ("Resident") to comply with these Rules, along with the other Governing Documents. Violations of any Rules, or any provision of the Governing Documents, may result in the levying of fees, fines, and/or other remedies available to the Association as outlined in the Association's Declaration and Bylaws. This enforcement is not designed to be punitive; rather, it is for the purpose of ensuring that our community remains a wonderful place to live.

Rules may be adopted, amended or repealed by the Executive Board following written Notice and Comment, as provided in the Declaration. Before any finding of a violation of the Rules, or the levying of any fees or fines, every Unit Owner has the right to Notice and Hearing, pursuant to the Declaration.

ARTICLE I
Use and Occupancy of Units

Section 1.1 – Single-Family Residential Use.

(a) Units are limited to residential use for the occupancy of single families, including home professional pursuits not requiring regular visits from the public.

(b) No Commercial or advertising signs are permitted to be displayed that is visible from outside of the Unit.

(c) Residential use of a Unit includes conducting tag sales under restrictions established by the Executive Board covering frequency, order, safety, and other matters that may adversely affect the use and enjoyment of other Units or the Common Elements by other Unit Owners.

(d) A Unit may not be used for time sharing purposes. A Unit may be leased provided the Unit Owner has occupied the dwelling for at least a one-year period. All leases and/or rental agreements must be in writing and subject to the requirements of the Association.

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Section 1.2 – Garages and Driveways.

(a) Garages in Units are limited to use for parking of vehicles and accessory storage of household items. Storage must be done in a manner as to not interfere with or limit the parking of the number of vehicles for which the garages were designed. The garage doors must be able to close with vehicles and stored items inside of garages.

(b) Please see Article 6 below for limitations and prohibitions concerning vehicles.

(c) The conversion of garages to living space is prohibited.

Section 1.3 – Signs.

Unit Owners and occupants must not display signs, or advertising that is visible from outside of their Unit, including but not limited to such signs or other displays indicating commercial or professional activities or uses of Units, with the following exceptions:

(a) A name plate or sign in a form approved by the Executive Board having the name of the occupants of the Unit, and which must not exceed nine square inches in total area.

(b) Signs indicating that a Unit is for sale which may be placed in the front yard of the Unit, and which must not exceed five square feet in total area.

(c) Signs indicating that the occupants of the Unit are conducting a tag sale which may be placed in the front yard of the Unit, and which must not exceed five square feet in total area. Sign must be removed with 24 hours of completed sale.

(d) Open house signs may be placed at the entranceway, on the lawn or outside the flowerbeds temporarily for the day. The open house signs must be removed at the end of the open house that day.

(e) Religious signs according to the law may be placed on the front door.

Section 1.4 – Storage of Trash and Trash Containers.

No storage of trash, garbage, rubbish, recyclables, or other refuse is permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin or insects. Containers for trash, garbage, rubbish, recyclables, or other refuse may be placed within the garage of the Unit or both containers may be placed at the rear or side of a dwelling in such a manner that is neat and orderly.

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Section 1.5 – Storage of Hazardous Substances.

Flammable, combustible, or explosive fluids, materials, chemicals, or other hazardous substances must not be kept in or outside of any Unit, Disposal of such substances must be in compliance with all city and state laws.

Section 1.6 – Prohibited Structures.

No trailer, shack, garage, barn, temporary structure, or other improvement, whether attached to or detached from the existing dwelling, may be placed or constructed in a Unit. Sheds are permitted with the prior approval of the Executive Board under Section 10.4 and Article XII of the Declaration and Article IX of the Rules.

Section 1.7 – Sewage Disposal and Wells.

Septic systems and or other on-site sewage treatment and disposal systems are prohibited, as Units are served by a public sewage system. Potable water wells are prohibited in Units, as Units are served by a public water system.

Section 1.8 – Cleanliness.

Unit Owners must keep their Unit in a good state of preservation and cleanliness. They must prevent the accumulation of material that will promote odor or the spread of vermin and insects or constitute a danger or nuisance to other Units and the Common Elements.

Section 1.8a Lawn Care:

(a) Grass/Lawns may not be higher than 8 inches. Failure to comply may result in the Executive Board arranging for mowing at the homeowner's expense.

(b) Unit Owners are responsible for keeping their lawn healthy and for the repair of grassless and damaged areas.

(c) Fall Leaf clean-up – Unit Owners are not permitted to deposit leaves on adjoining properties, common areas, or roadways. Leaves can be bagged and picked up by the City of Torrington on announced Leaf removal dates.

(d) Parking on unpaved areas, including lawns, in front of, behind or adject to the dwellings in Units is prohibited.

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Section 1.8b Snow Removal:

In winter months, Unit Owners are required to shovel walkways and driveways within 36 hours of the storm ending. (As provided for by the City of Torrington applicable ordinances or regulations).

Section 1.8c Tree Maintenance:

(a) Removal of Dead Trees: Semi-annual inspections by the Executive Board and the Property Management Company will determine if diseased trees need to be removed. Trees located in Common Areas are the responsibility of the Association. Trees located on Unit Owner property are the responsibility of the homeowner. Tree stumps that cannot be cut to ground level must be removed and the surrounding lawn must be repaired.

(b) Pruning: The Unit Owner is responsible for pruning low hanging tree branches, which are located on the Unit Owner property, which can damage or impede movement of tall vehicles or block streetlights. In accordance with the City of Torrington ordinances, tree branches must be a minimum of 8 feet above the sidewalks, 14 feet above the streets, and 5 feet from a fire hydrant.

Section 1.9 – Clotheslines.

Clotheslines or other devices for drying laundry outdoors are prohibited outside of the dwelling or garage of a Unit.

Section 1.10 – Decorative Displays.

Unit Owners must not cause or permit anything to be hung, displayed, or exposed at or on the outside of windows, on the outside of the dwelling, or in the yards and driveways of a Unit without prior written consent of the Executive Board, with the following exceptions:

(a) Holiday decorations, lights, and displays, shall be displayed no sooner than 30 days prior to the date of the holiday to which they pertain and must be removed within 30 days after the date of the holiday to which they pertain.

(b) A seasonal flag not exceeding 10 square feet in area, which must be mounted on a pole that is securely fastened to the dwelling in the Unit.

(c) A flag of the United States not exceeding 11 square feet in area, which must be displayed on a stationary flagstaff that is mounted securely and horizontally from the front of the dwelling.

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(d) A flag of Connecticut not exceeding 11 square feet in area, which must be displayed on a stationary flagstaff that is mounted securely and horizontally from the front of the dwelling.

Section 1.11 – Maintenance of Thematic Fencing.

Unit Owners are responsible for the maintenance of the thematic fencing, which was installed by the Declarant to be architecturally consistent with the design theme of the Common Interest Community. Approval from the Executive Board is needed to alter the fence color and/or to remove the fence.

Section 1.12 – Pools and Hot Tubs.

Small seasonal pools that are unfiltered, less than 30 square feet in total area, less than 18 inches deep, may be placed in the yard area of the Unit behind the dwelling, and stored between Labor Day and Memorial Day. Water must be changed daily and emptied at the end of the day. Unit Owners may install above ground pools and hot tubs in the yard area of the Unit behind the dwelling with prior written approval of the Executive Board and in compliance with all city and town permits and ordinances.

Section 1.13 – Storage on Porches Prohibited.

Storage of any item in any manner including but not limited to gas grills, on the front porches of dwellings is prohibited.

Section 1.14 – Subdivision of Units Prohibited.

No Unit may be subdivided in any manner for any purpose. The interior area of the dwelling in a Unit may not be divided or partitioned to create more than one dwelling, including but not limited to the creation of in-law apartments. No Unit may be used to provide access to another Unit.

Section 1.15 – Solar Panels.

Unit Owners who seek to have solar panels installed on the roof of their Unit must contact the Executive Board for the Torringford Farms Association, Inc., and act in accordance with the Solar Panel Installation and Maintenance Rules Policy.

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ARTICLE II
Use of Common Elements

Section 2.1 – Obstructions.

There shall be no obstruction of the Common Elements. The Common Elements must be kept free and clear of animal waste, rubbish, debris, cigarette butts, and other unsightly materials. No furniture, barbecues, grills, potted plants, furniture, recreational equipment, toys, baby carriages, strollers, playpens, bicycles, carts, wagons, and other personal property may be permanently placed or parked on any part of the Common Elements, except as otherwise expressly provided in the Rules or by prior approval of the Executive Board.

Section 2.2 – Trash and Litter.

The accumulation of rubbish, debris, and other unsightly materials by Unit Owners and occupants in the Common Elements is prohibited. Littering of any kind is prohibited in the Common Elements. All trash, garbage, rubbish, recyclables, or other refuse from activities in the Common Elements must be deposited in the Unit Owner's trash receptacles.

Section 2.3 – Storage.

The storage of any items, materials, and other personal property in the Common Elements by Unit Owners and occupants is prohibited without the prior written consent of the Executive Board, except as otherwise expressly provided in the Rules.

Section 2.4 – Proper Use.

Common Elements may be used only for the purposes for which they were designed. No person may commit waste on the Common Elements. Nuisances, vandalism, boisterous activities, and behavior that interfere with the proper use of or limit the enjoyment of the Common Elements by others are prohibited. The Common Elements must not be damaged, defaced, or misused in any manner by Unit Owners, occupants, guests and children of Unit Owners and occupants, or their pets.

Section 2.5 – Projectiles.

No firearms, B-B guns, pellet guns, bows and arrows, slingshots, or any device or substance that presents an unreasonable risk of harm to units, people or pets shall be fired, thrown, or otherwise propelled in any areas of the Common Interest Community. Fireworks permitted according to state and city law.

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Section 2.6 – Landscaping.

Cutting, digging, trimming, or damaging of the grounds or any flowers, shrubs, trees, or other plantings in the Common Elements by Unit Owners or occupants is prohibited without prior written permission from the Executive Board.

Section 2.7 – No Commercial Use.

Except for those activities conducted by the Association, no industry, business, trade, or commercial activities may be conducted, maintained, or permitted in the Common Elements without prior written permission from the Executive Board.

Section 2.8 - Commercial Signs.

No Commercial signs are permitted on the Common Elements except for open house signs which may be placed at the entranceway, on the lawn or outside of the flower beds temporarily for the day. The open house signs must be removed at the end of the open house that day.

ARTICLE III
Actions of Owners and Occupants

Section 3.1 – Annoyance or Nuisance.

(a) No noxious, offensive, dangerous, or unsafe activity shall be carried on in any Unit, or the Common Elements, 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.

(b) Unit Owners or occupants, their family members, guests and contractors, employees, agents, contractors, visitors, licensees, invitees, must not make or permit any disturbing noises that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants.

(c) Unit Owners and occupants must not play or permit the playing of any musical instrument or operate or permit the operation of any device that reproduces or amplifies any audio recording, including, but not limited to, televisions, radios, stereos, sound systems, music equipment, audio equipment, and home theater equipment, at such a volume or level of amplification or in such other manner that it causes an unreasonable disturbance to other Unit Owners or occupants. By way of example only, the volume or level of amplification constitutes an unreasonable disturbance if the sound from the device in question can be heard in the dwelling of an adjoining Unit whose windows are closed. and whose air conditioning or heating equipment is in operation.

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Section 3.2 – Littering.

Unit Owners and occupants, their family members, guests contractors, visitors, licensees, or invitees must not litter anywhere in the Common Interest Community. They must deposit all trash, garbage, rubbish, recyclables, or other refuse that they generate in trash receptacles located in their Unit.

Section 3.3 – Compliance with Law.

No immoral, improper, offensive or unlawful use may be made within the Common Interest Community. Unit Owners shall comply and conform to all applicable laws of the United States, the State of Connecticut, and all ordinances of the City of Torrington. A violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.4 – Indemnification for Action of Others.

Unit Owners shall hold the Association, its Directors and Officers, and other Unit Owners harmless from all damages, losses, fines, penalties, and costs, for their actions and the actions of their children, tenants, guests, pets or misconduct, that violates the law, the Association's Governing Documents, or any state or local code or ordinance.

Section 3.5 – Employees of Management.

No Unit Owner shall send any agent or employee of the manager out of the Common Interest Community on any private business of the Unit Owner, nor shall any agent or employee be used for the individual benefit of the Unit Owner, unless in pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV
Insurance

Section 4.1 – Increase in Rating.

Unit Owners and occupants and their family members, contractors, visitors, or invitees must not do or permit anything to be done or kept in the Common Interest Community that will result in the cancellation of insurance coverage on the Common Elements or the personal property of the Association.

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Section 4.2 – Rules of Insurance.

Unit Owners and occupants and their family members, agents, contractors, visitors, licensees, or invitees must comply with all requirements in any fire and liability insurance policy covering the Common Elements.

Section 4.3 – Reports of Damage.

Damage by fire or accident affecting the Common Interest Community and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V
Trash Removal

Section 5.1 – Use of Trash Containers.

All Unit Owners and occupants must use trash containers and recycling containers provided by the City of Torrington. These containers are a standard size for mechanical handling by trash collection vehicles. Unit Owners and occupants are responsible for depositing ordinary trash, garbage, rubbish, recyclables, and other refuse from their Unit into these containers. Unit Owners and occupants must move the containers to their yard edge, their sidewalk or the end of the driveway at the front of their Unit for handling on the scheduled pick-up day in accordance with instructions from the City of Torrington. Avoid placing containers in the road, if at all possible. They must be placed tight to the curb of the house, at the end of the driveway, or on lawn. The containers must be returned to storage in the Unit in accordance with Section 1.4 by the end of the scheduled pick-up day.

Section 5.2 – Disposal of Bulky Waste.

A Bulk Waste Permit is required for all Bulk Waste Pickup. The City of Torrington will only pick up bulk items with the properly submitted permit. Refer to the City of Torrington's website www.torringtonct.org/public-works-department/pages/bulk-waste-permit- please read for information pertaining to what is considered bulk waste and how to submit the permit. Appliances and other bulky or large items intended for disposal must be placed to the sidewalk or the end of the driveway at the front of a Unit for bulk pick up on the scheduled trash day. If the trash collectors do not remove the large or bulky items on a day that a Unit Owner or occupant has moved them to the sidewalk or the end of the driveway at the front of the Unit, the Unit Owner or occupant must return the items for storage by the end of the day within the dwelling or garage of the Unit or at the rear or side of the dwelling in such a manner that the items are not directly visible from the street until the next scheduled day for pick-up of the items. In accordance with applicable laws, all discarded appliances, including, but not limited to, refrigerators, dishwashers, freezers, and

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stoves, must be dismantled in such a manner as to prevent any persons from becoming trapped inside of them.

Section 5.3 – Disposal of Construction Debris.

The placement of a Dumpster®, trash box, or other large container in a Unit for disposal of construction debris, large or bulky waste, or large amounts of trash, garbage, rubbish, recyclables, and other refuse from the Unit requires the prior written approval of the Executive Board. Arrangements for the disposal of construction debris must be included in the approval of the construction by the Executive Board under Article IX of the Rules. In determining whether to approve the placement of such a container, the Executive Board will consider the location of the container, the length of time that the container will be present, safety issues from the placement of the container, and the impact of the container on nearby Units and the Common Interest Community. Construction and demolition debris is not considered Bulk Waste by the City of Torrington.

Section 5.4 – Disposal of Hazardous Materials and Electronics.

City of Torrington residents must bring their household electronic scrap items (such as computers, monitors, printers, televisions, etc.) and their household hazardous waste materials (such as microwaves, gasoline, oil, turpentine, etc.) to the Torrington Water Resource Recovery Facility located on Bogue Road. Visit http://www.paintcare.org to find a paint recycling site close to you. Medications should be dropped off at the Torrington Police Station or other designated drop-off sites. All hazardous materials, medications and electronics are not to be placed in the Unit trash containers.

ARTICLE VI
Motor Vehicles

Section 6.1 – Compliance with Law.

In the operation of motor vehicles in the Common Interest Community, all persons must comply with Connecticut statutes, regulations of the Connecticut Department of Motor Vehicle regulations, and ordinances and regulations of the City of Torrington.

Section 6.2 – No Parking Areas – Violations are subject to fines.

(a) Vehicles must not be parked in such a manner as to create a nuisance to other Unit Owners, to block access to garages, fire hydrants, sidewalks that are perpendicular to drives, and pedestrian crossing areas.

(b) Overnight parking on the streets in the Common Interest Community is prohibited. No vehicle may be parked curbside after 11:00 p.m. or before 6:00 a.m.

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(c) Parking on the streets in the Common Interest Community is prohibited in No Parking labeled zones. Street parking is prohibited during snow and or ice storms and/or during any period of time in which the City of Torrington institutes a parking ban on town roads and streets because of inclement weather.

(d) Parking on sidewalks is prohibited.

(e) Parking on unpaved areas, including lawns, in front of or to the sides of dwellings in Units is prohibited.

(f) In addition to other actions that the Association may take to enforce the Rules, the Association may tow vehicles parked in violation of this section after reasonable efforts to contact the Unit Owner or occupant of the Unit where the vehicle is parked or the person to whom the vehicle is registered.

Section 6.3 – Parking in Spaces by Basketball Court.

Parking spaces in the area around the basketball court are for the temporary parking of guests of Unit Owners and occupants by hang tag permit only. Unit Owners and occupants must notify the Association's property manager of the make, model, license plate number, and length of stay for any guests who are staying longer than one day and using the parking spaces around the basketball court for their own motor vehicles. Any motor vehicle of a Unit Owner or guest that is parked for more than one day without displaying a hang tag permit may be towed at the expense of the Unit Owner.

Section 6.4 – Registration of Motor Vehicles.

All motor vehicles used or parked within the Common Interest Community must be registered and licensed. In accordance with the laws of the State of Connecticut, residents have 90 days from when they first establish residency in Connecticut to transfer motor vehicle out-of-state license and registration. Community residents who do not comply may be fined and referred to the local police and the Tax Collector's Office. Additionally, all motor vehicles must be properly equipped for and in operating condition for safe travel on public streets and highways.

Section 6.5 – Maintenance Activities for Motor Vehicles.

Routine maintenance of motor vehicles is permitted within Units but not in the Common Elements. Motor vehicles may not be disassembled, rebuilt, repainted, or constructed anywhere in the Common Interest Community. All fluids from motor vehicles and hazardous materials must be disposed of in accordance with State regulations. Dumping of any fluids from motor vehicles anywhere in the Common Interest Community is prohibited.

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Section 6.6 – Noise from Motor Vehicles.

Unit Owners and occupants and their family members, servants, employees, agents, contractors, visitors, licensees, or invitees must not make or permit any unreasonable noises from their motor vehicles. Such noises include, without limitation, the revving of engines, the squealing of tires, and loud sounds from vehicle exhaust systems or car stereos.

Section 6.7 – Speed Limit in Common Elements.

The speed limit for motor vehicles in the Common Elements, such as streets, drives, and parking lots, is 15 miles per hour.

Section 6.8 – Vehicle Use and Parking Restrictions

(a) No "Prohibited Vehicle" (as defined herein) shall be parked, stored, or kept upon any portion of the Common Elements (including, but not limited to, roadways and parking areas) or upon any Unit driveway for a period exceeding eight (8) hours in any continuous twenty-four (24) hour period.

For the purposes of this Section, a "Prohibited Vehicle" shall include, without limitation: (i) Any vehicle with a payload capacity in excess of three-quarters (¾) of a ton; (ii) Any commercial vehicle, or any vehicle with externally stored equipment, materials, or ladder racks; (iii) Any trailer, boat, watercraft, mobile home, or recreational vehicle (RV) of any type; (iv) Any vehicle possessing more than four (4) wheels or featuring dual rear wheels; and (v) Any vehicle which is inoperable, unlicensed, or has invalid or expired registration or inspection tags.

The foregoing restriction shall not apply to: (1) vehicles temporarily present for the purpose of active loading or unloading of goods or passengers; or (2) vehicles present with the express prior written consent of the Executive Board, which consent may be granted or withheld in the Board's sole discretion and may be subject to conditions.

(b) The operation or use of any of the following vehicles upon any portion of the Common Elements is strictly prohibited: (i) Snowmobiles; (ii) All-terrain vehicles (ATVs); (iii) Go-carts, dune buggies, or trail bikes; (iv) Golf carts; and (v) Motorized scooters or motorized bicycles (excluding "electric-assist bicycles" as defined by applicable state law, which may be operated in the same manner as traditional bicycles).

This prohibition shall not apply to: (1) vehicles owned or operated by the Association, its agents, or contractors in the performance of maintenance, repair, replacement, or other official Association duties; or (2) motorized wheelchairs, mobility scooters, or other similar mobility-assistance devices used by persons with disabilities as a reasonable accommodation in accordance with applicable fair housing laws.

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ARTICLE VII
Pets

Section 7.1 – Number, Species, and Control; No Commercial Use – Violations are subject to fines.

(a) Number of pets in each Unit must comply with the applicable regulations of the City of Torrington.

(b) Exotic animals and farm animals are prohibited in the Common Interest Community.

(c) Any animal that possesses venomous or poisonous defense or capture mechanisms, or that, if released, would be considered vermin, is prohibited within the Common Interest Community.

(d) No animals of any kind may be raised, kept or bred, for commercial purposes in the Common Interest Community.

Section 7.2 – Restraint of Pets – Violations are subject to fines.

(a) All pets must be kept and controlled in a safe and reasonable manner that does not interfere with the use and enjoyment of the Units and Common Elements by other Unit Owners and occupants.

(b) All pets must be strictly restrained at all times while upon any portion of the Common Elements. Such restraint shall be exclusively by means of: (i) a physical leash held by a responsible person; (ii) a pet carrier; or (iii) being carried by hand. At no time shall a pet be permitted to roam "at large" upon the Common Elements.

Any pet outside of an enclosed residential dwelling but within the boundaries of a Unit must be kept under control and restrained. Such restraint shall be maintained by: (i) A physical fence or enclosure; (ii) An operational electronic or "invisible" fencing system; or (iii) A physical leash held by a responsible person.

(c) No pet may be tied up or left outside in a fenced area unsupervised. Pets may be left outside a dwelling only on a temporary basis under supervision between the hours of 8:00 a.m. and 9:00 p.m.

(d) No pet is allowed within the area of another Unit without the direct permission of the Unit Owner or occupant of that Unit.

Section 7.3 – Pet Waste – Violations are subject to fines.

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(a) Any curbing of pets in the Common Elements must be done in pet-friendly areas that the Executive Board designates by signs or other means. Any pet droppings in the Common Elements must be picked up and removed immediately to trash storage containers on the homeowner's property.

(b) Pets may be curbed only in the Unit where the pet is kept. Pets may not be curbed in another Unit without the permission of the Unit Owner or occupant of the Unit. Any pet droppings in a Unit must be picked up and removed to a trash storage container within a reasonable time. The accumulation or storage of pet waste within a Unit in a manner that causes odors or unsanitary conditions is prohibited.

Section 7.4 – Nuisance Animals – Subject to Disciplinary Actions.

(a) The Unit Owner or occupant of a Unit where any animal is kept that exhibits viciousness, ill temper, or dangerous behavior must permanently remove the animal from the Common Interest Community upon three days' written Notice and Hearing by the Executive Board.

(b) The keeper of any animal that creates a nuisance by barking continually or making other objectionable noise continually that is clearly audible in Units other than the Unit where the animal is kept will be given notice by the Executive Board and 30 days to cure the animal of the habit. If such a cure is not effectuated, the Unit Owner or occupant of the Unit will be subject to disciplinary action that may result in removal of the animal from the Common Interest Community after Notice and Hearing by the Executive Board.

Section 7.5 – Registration of Pets.

Each pet kept in a Unit by a Unit Owner or occupant must be registered with the City of Torrington. This information must be made available to the Board of Directors or Management Company upon request. The Unit Owner or occupant must properly secure all registrations and licenses required for the pet by the State of Connecticut and the City of Torrington.

Section 7.6. – Animals Necessary as Reasonable Accommodation to Handicapped Persons.

Notwithstanding anything to the contrary in this article, the following animals are permitted in the Common Interest Community as stated:

(a) Trained guide dogs or other animals for persons holding certificates of blindness and necessity;

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(b) Other animals if such animals provide assistance to blind, deaf, or mobility-impaired persons and such animals have been trained, are being trained, or have been provided by an agency or service qualified to provide or train such animals, as permitted by Section 46a-64(a)(5) of the General Statutes; and

(c) Other animals as necessary for the reasonable accommodation of handicapped persons under state and federal fair housing laws as necessary to enable such persons to use and enjoy a Unit in the Common Interest Community to the same extent as persons who are not handicapped.

Each of the foregoing animals must be kept in direct custody of the assisted or handicapped person at all times when on the Common Elements, and the animal must wear and be controlled by a harness or orange leash and collar.

ARTICLE VIII
Recreational Areas

Section 8.1 – Use of Recreational Areas.

(a) All recreational areas in the Common Elements, including, but not limited to, playgrounds and athletic fields, are for the use of Unit Owners or occupants and their family members and invited guests only.

(b) All recreational areas are used at the risk and responsibility of the user. The user will hold the Association harmless from damage or claims from such use.

(c) Users of the recreational areas must comply with applicable Rules, and they are responsible to keep the areas in good order. Recreational equipment, sports equipment, personal items, and other personal property must not be left in the recreational areas after use.

(d) Boisterous, rough, or dangerous activities and behavior/language that unreasonably interfere with the permitted use of recreational facilities by others are prohibited. Users must treat one another with civility at all times.

(e) Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a recreational area is designed must be followed, and where appropriate, customary safety equipment must be worn and used.

(f) The hours of use for recreational areas are from 8:00 a.m. until dusk unless otherwise officially posted by The Board of Directors.

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Section 8.2 – Use of the Pond.

(a) The pond and the areas surrounding the pond, including the picnic area, are parts of the Common Elements and are for the use of Unit Owners or occupants and their family members and invited guests only.

(b) Pond users are responsible to keep the pond and surrounding areas in good order. Recreational equipment, fishing equipment, personal items, and other personal property must not be left in the pond area after use. Pond users must clean the pond area after use.

(c) Boisterous, rough, or dangerous activities and behavior/language that unreasonably interfere with the permitted use of the pond area by others are prohibited. Pond users must treat one another with civility at all times.

(d) Boating and swimming in the pond is prohibited.

(e) Walking on the plunge pool wall and wading in the plunge pool area is prohibited.

(f) The pond and surrounding areas are used at the risk and responsibility of the user. The user will hold the Association harmless from damage or claims from such use.

Section – 8.3 Proper Use of Recreational Areas.

Recreational areas and the pond area must be used only for the purposes for which they were designed. The facilities, equipment, and surrounding areas must be properly used and may not be abused, overcrowded, vandalized, or operated in such a way as to prevent or interfere with permitted play or use by others. All children under 18 remain under the responsibility of the parent/guardian.

Section – 8.4 Ejectment for Violation.

Unit Owners or occupants and their family members and invited guests may be summarily ejected from the recreational areas and the pond area by personnel of the Association's managing agent or property manager or other persons authorized by the Executive Board in the event of violation of these Rules, and they may be suspended from the use of such areas and facilities until the time for Notice and Hearing concerning the violation. Following the Hearing, they may be suspended for the period of time decided in connection with the Hearing or fines may be levied.

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ARTICLE IX

Restrictions on Changes to the Exterior Appearance of the Common Interest Community

Section 9.1 – Application of Standards.

(a) The standards in this article apply to the following activities by Unit Owners and occupants and their family members, servants, employees, agents, contractors, visitors, licensees, or invitees, and are subject to approval by the Executive Board. If not approved by the Executive Board, it will be considered a violation and are subject to fines.:

(i) Exterior construction, alteration, addition, and improvement of any nature whatsoever in a Unit, including, but not limited to, repair, replacement, or other work that in any way alters the exterior of the dwelling or the improvements located in the Unit from the natural or improved state that existed when the Declarant conveyed the Unit to its first purchaser, including, by way of example only, the following:

(1) Replacement of roofing or siding, including changes to material and color, or installation of solar panels;

(2) Replacement of chimney, including changes to material and color;

(3) Addition of chimney, including material and color;

(4) Replacement of windows, doors, and garage doors, including changes to material and color;

(5) Modifications to and expansions of driveways and walkways, including changes to material and color;

(6) Installation or modification of fences including thematic fencing, walls, and landscaping borders, including material and color. The homeowner is required to have an A2 survey completed prior to any fence installation;

(7) Installation or modification of decks, patios, and sheds, trash and recycling receptacle enclosures including material and color; and size.

(8) Installation of hot tubs.

(9) Change of color of any exterior portion of the dwelling in the Owners Unit.

(ii) Changes to the appearance of any part of the Common Elements; and

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(iii) Additions, alterations, or improvements to any portion of the Common Elements.

(iv) Refer to Section 5.3 for disposal of construction debris

(b) If the Executive Board permits additions, alterations, improvements, or other changes to the to the Unit, the Executive Board may require the Unit Owner to either maintain such changes or pay an additional assessment for the reasonable additional costs, if any, imposed on the Association for any additional maintenance burden.

Section 9.2 – Interpretation of Standards.

(a) The Executive Board must act in accordance with the terms of Section 10.4 and Article XII of the Declaration on requests from Unit Owners to make additions, alterations, improvements, or other changes to the Common Elements and to alter or improve the exterior of the dwelling or the improvements located in the Unit.

(b) The Executive Board will interpret and apply the standards in Section 10.4 and Article XII of the Declaration and Article IX of the Rules in making its decisions. Under Section 10.4 of the Declaration, the Executive Board is the sole arbiter of plans and specifications for any exterior construction, alteration, addition, or improvement to a Unit proposed for its approval, and it may withhold approval on any reasoned basis, including for purely aesthetic considerations.

(c) The standards set forth in this article consist of both general guidelines and specific requirements. They apply by analogy in instances where specific requirements are vague, ambiguous, or non-existent.

(d) The Executive Board may consider the impact of any proposed changes or improvements to Units and the Common Elements on the Common Interest Community and its Unit Owners and residents, and it may deny approval of the proposed changes or improvements if they have an adverse impact.

(e) The Executive Board may interpret the standards in this article in accordance with reasonable variations, provided that an overall consistency of look and feel is maintained in the Common Interest Community.

(f) Any additions, alterations, and improvements to the Common Elements must not cause any increases in the premiums of any insurance policies carried by the Association without the prior approval of the Executive Board.

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(g) The decisions of the Executive Board will bind the Unit Owner applying for permission to take actions under Section 10.4 and Subsection 12.1(b) of the Declaration.

Section 9.3 – Community Architectural Requirements (CAR) Application and Decision on Application.

(a) A Unit Owner requesting approval from the Executive Board under Sections 10.4 and 12.1(b) of the Declaration for any exterior construction, alteration, addition, or improvement of any nature in a Unit as described in Section 10.4 of the Declaration and Subsection 9.1(a)(i) of the Rules must submit the request to the Manager on a Community Architectural Requirements (CAR) Application Form. Forms are available from the Manager, and located at the front entrance mailbox area. Plans and specifications showing the nature, kind, shape, height, materials, and location of the proposed exterior construction, alteration, addition, or improvement must accompany the form. If any building permit, zoning permit, or other permit or approval from the State of Connecticut or the City of Torrington is required for the proposed improvement, applications for the permits and approvals with the Unit must accompany the form. The Unit Owner must pay all fees associated with the applications.

(b) After the Manager or Executive Board member determines that an application under Subsections 9.3(a) or (b) is complete, the Manager or a member of the Executive Board will submit the application to the Executive Board for decision. The Executive Board will make a decision on the application within 60 days of such submission, after Notice and Hearing to the applicant and any other Unit Owners or occupants whom the proposed changes or improvements will particularly impact, as the Executive Board may determine. The Executive Board may decide to approve the application or to deny the application. The Association will notify the applicant of the Executive Board's decision promptly in writing.

Section 9.4 – When Changes or Improvements by Unit Owners Deemed Approved.

If the Executive Board fails to approve or disapprove an application made under Subsection 9.3(a) or (b) of the Rules within 60 days of the submission to the Executive Board of a complete application from a Unit Owner in accordance with Sections 10.4 and 12.1 of the Declaration and this article, approval of the application will not be required. The Unit Owner will be deemed to have complied with Sections 10.4 and 12.1 of the Declaration and this article, provided that the Unit Owner satisfies all requirements of the State Building Code and the City of Torrington zoning requirements.

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Section 9.5 – Requirements for Approved Applications.

(a) Unit Owners and their contractors, agents, servants, and employees must not begin work on an application approved by the Executive Board under Section 9.4 of the Rules until written approval is received. Unit Owners and their contractors, agents, servants, and employees must not begin work on an application deemed approved under Section 9.4 of the Rules sooner than 61 days from the date on which the Manager submitted the application to the Executive Board for decision.

(b) Upon approval of an application by the Executive Board under Section 9.4 of the Rules, the changes or improvements approved in the application must be completed within 12 months from the date on which the Association gave notice of the approval.

(c) Unit Owners and their contractors, agents, servants, and employees must perform work and conduct activities on or affecting the areas of a Unit that are outside of the dwelling only between the hours of 7:00 a.m. and 9:00 p.m. Monday -Saturday, Sundays and State of Connecticut holidays 9:00 a.m.- 7:00 p.m.

(d) As part of any work or activities performed under an application approved by the Executive Board under Section 9.3 of the Rules, daily clean-up of materials, supplies, and debris is required.

ARTICLE X
General Administrative Rules

Section 10.1 – Consent in Writing.

Any consent or approval required by the Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 10.2 – Complaints in Writing.

Any formal complaint regarding the maintenance, operation, or management of the Common Interest Community or regarding actions of other Unit Owners or use of their Units must be made in writing using the Complaint Form and submitted to the Manager. The Complaint Forms are available from the Manager and also located at the front entrance mailbox area. Such Complaints are not anonymous and may be subject to disclosure upon request.

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Section 10.3 – Rights and Responsibilities for Better Communities.

To offer guiding principles for both the Directors and Officers as the volunteer leaders of the Association and the Unit Owners as the members of the Association to use in the operation and governance of the Association and in their relationships with one another, the Association has adopted Rights and Responsibilities for Better Communities. They are appended to the Rules.

Section 10.4 – Resale package.

All Unit Owners desiring to sell their home must acquire a resale package from the Manager.

Section 10.5 – Renters Must be Aware of Rules and Regulations.

The Unit Owner of a rented Unit is obligated and responsible for making the renter(s) aware of the Rules and Regulations of the Common Interest Community. The Unit Owner is responsible for the monthly fees, assessments and penalties. The Unit Owner is also responsible for any violations and infractions of the Rules caused by the renter(s) and can be subject to fines and liability.

Section 10.6 – Leasing Cap

For purposes of meeting underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in common interest communities or regularly purchase those mortgages, the number of Units rented shall not exceed the lesser of fifty (50%) percent of all Units. Provided, however, that in the event that underwriting requirements of such lenders change in the future, this rule shall be amended to reflect the new requirements.

10.6.1 Leasing Requirements:

(A) A Unit Owner desiring to lease their Unit shall request from the Board a statement as to the number of Units currently leased.

(B) If the number of Units rented is equal to or greater than fifty (50%) percent of all Units, then the Unit Owner shall be placed on a rental waiting list until such time as the number of Units rented is less than fifty (50%) percent. Unit Owners shall be given the opportunity to lease their Unit based on the order in which they were placed on the rental waiting list.

(C) Any Unit Owner leasing their Unit, prior to occupancy of said Unit by the tenant, shall:

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I. Provide the tenant with a complete set of the Association's Declaration, Bylaws, and Rules and Regulations (the "Documents");

II. Provide in the lease that the Documents are an integral part of the agreement, and that any violation by the tenant of the Documents shall constitute a default under the terms of the lease;

III. Provide the Board with a fully executed copy of the lease within five (5) days of execution;

IV. Provide the Board with the tenant's telephone number, email address, description of and license plate number of any vehicle kept at the Association; and

V. Provide the Board with the Unit Owner's current address, telephone number and email address.

(D) The Unit Owner and tenant shall abide by all use, occupancy, rental and other restrictions set forth in the Documents. Nothing herein shall conflict with the Association's Declaration or Bylaws. To the extent that there is conflict between this rule and either the Association's Declaration or Bylaws, the Declaration or Bylaws shall govern.

(E) The Unit Owners of all currently leased Units shall provide the Board with a copy of the existing lease within thirty (30) days of the effective date of this Rule. A failure by any Unit Owner to provide such written lease shall disqualify that Unit Owner from the Grandfathering Provision set forth in Section 10.6.2 herein and shall subject that Unit Owner to any applicable enforcement action herein.

(F) The Board shall be entitled to charge the Unit Owner who rents their Unit a reasonable administrative fee, for purposes of allowing the Association to recoup its administrative costs and any other expenses incurred by the Association in its effort to monitor the leasing percentage in the Torringford Farms community and otherwise enforce this Rule.

10.6.2 Enforcement:

1. The Board may take enforcement proceedings against a Unit Owner and/or tenant in violation of this Rule and/or the Documents.

2. The Association shall have all rights available at law or in equity against any Unit Owner and/or tenant in violation of this Rule and/or the Documents.

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3. Except in the case of an emergency, prior to taking any action, the Association shall provide the Unit Owner and the tenant with notice and a hearing in accordance with the Bylaws and/or the Act.

4. The Unit Owner and/or tenant shall be responsible for all fines assessed by the Board, and all attorney's fees and costs incurred by the Association as a result of a violation of this Rule, irrespective of whether suit is instituted.

Certified to be the Rules adopted by the Executive Board on 1.16.26 after Notice and Comment to the Unit Owners

Brian Bartholomew

Signer ID: YHIA0SJW16...

Brian Bartholomew, Secretary,
Torringford Farms Association, Inc.

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