

**RULES**  
**OF**  
**WILLOW BROOK ESTATES**  
**A PLANNED COMMUNITY**

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Many terms used in these Rules are defined in Article I of the Declaration. The following Rules apply to all of the Unit Owners and occupants of Units 1-61 (the "Unit Owners").

**ARTICLE I  
Use of Units Affecting the Common Elements**

**Section 1.1 - Occupancy Restrictions.** Unit Owners and occupants shall not violate the restrictions on use, occupancy and alienation of Units set forth in Article X of the Declaration, which are incorporated into these Rules.

**Section 1.2 – No Commercial Use.** Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising on the main door of each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes, including but not limited to "Airbnb" and any other on-line transient rental services. "For Sale" signs not exceeding five square feet in area and in accordance with local zoning regulations may be posted at the entrance to the community, together with the Unit number so for sale, pursuant to the Unit Owner's permission.

**Section 1.3 - Access by Executive Board.** At the Unit Owner's option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor.

**Section 1.4 - Electrical Devices or Fixtures.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. 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 shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

**Section 1.5 - Trash.** No storage of trash will be permitted in any Unit in such manner as to permit the spread of fire or encouragement of vermin.

**Section 1.6 - Displays in Windows of Units.** Unit Owners shall not cause or permit anything other than curtains, blinds and conventional draperies, and holiday decorations to be hung, displayed or exposed at, outside or in the windows without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any. Unit Owners may display any decorative holiday flags and/or the American flag on the outside of their Unit.

**Section 1.7 – Cleanliness.** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

**Section 1.8 - Electrical Usage.** Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## **ARTICLE II Use of Common Elements**

**Section 2.1 - Obstructions.** There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

**Section 2.2 - Trash.** No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash and recycling storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

**Section 2.3 - Storage.** Storage of materials in Common Elements is prohibited.

**Section 2.4 - Proper Use.** Common Elements shall be used only for the purposes for which they were designed. The Limited Common Elements yard areas, if any, are intended primarily to protect the privacy of unit owners and shall be used only for passive recreation. Any improvements made by an Owner shall be maintained by the Owner at the Owner's sole expense. The association shall have no responsibility for maintenance or repair of any such improvement by an Owner. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

**Section 2.5 - Trucks and Commercial Vehicles.** Commercial trucks and other commercial vehicles are prohibited in the driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

**Section 2.6 - Alterations, Additions or Improvements to Common Elements.** There shall be no painting of Common Elements and no alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

### **ARTICLE III Actions of Owners and Occupants**

**Section 3.1 - Annoyance or Nuisance.** 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. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her business associates, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, computer or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

**Section 3.2 - Compliance with Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Towns of Plainville and Farmington. Any 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 3.3 - Pets.** No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than two household pets (cat or dog) or other household pet approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Dogs shall not exceed 100 pounds at maturity and shall be of gentle disposition. No pit bulls may be kept on the property under any circumstances. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed close to any patio or terrace. All pets shall be walked in the Board designated areas and Owners shall be responsible for removal of their pet's waste. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing Eye dogs and Hearing Ear dogs will be permitted for those persons holding certificates of necessity.

**Section 3.4 - Indemnification for Actions of Others.** Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their business associates, servants, employees, agents, invitees or licensees.

**Section 3.5 - Employees of Management.** No Unit owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

**Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods.** All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all time be used and kept in clean, good order and repair by the Unit Owner.

## ARTICLE IV Insurance

**Section 4.1 - Increase in Rating.** Nothing shall be done or kept by a Unit Owner which will increase the rate of insurance on any common areas, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to

be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

**Section 4.2 - Rules of Insurance.** Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

**Section 4.3 - Reports of Damage.** Damage by fire or accident affecting the Property, 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 Rubbish Removal**

**Section 5.1 - Deposit of Rubbish.** No dumpsters for disposal of refuse shall be permitted at any time. All refuse shall be stored in containers which shall be kept within the garage of each unit. Containers shall be brought to the front of the unit on a weekly basis by the Occupant on the day of refuse pickup, and shall be returned to the storage location on said day. The Association shall provide refuse collection for the Planned Community at its expense. Long term storage of rubbish in the Units is forbidden.

## **ARTICLE VI Motor Vehicles**

**Section 6.1 - Compliance with Law.** All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

**Section 6.2 - Limitations on Use.** Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading. Each Unit shall be permitted to park overnight not more than three vehicles on the Property, with at least one vehicle parked inside the garages as provided for each Unit.

**Section 6.3 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off-road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the

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## ARTICLE IV Insurance

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be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

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## **ARTICLE V Rubbish Removal**

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**Section 6.3 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off-road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the

public highways of the state. Except for temporary repairs not involving immobility in the excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property.

**Section 6.4 - No Parking Areas.** Vehicles may not be parked in such manner as to block access to garages, fire hydrants, sidewalks running parallel to drives, pedestrian crossing areas, designated fire lanes, or clear one and two lane passage by vehicles on roads and drives, Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

**Section 6.5 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles.** The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carry a sign advertising a business; trucks, vans and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

## **ARTICLE VII Rights of Declarant**

The Declarant (if applicable) may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. During the period of Declarant control, the Declarant may amend these Rules for the benefit of present and future Unit Owners. Interference with workmen or with buildings under constructions is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

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## **ARTICLE VII Rights of Declarant**

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**ARTICLE VIII**  
**General Administrative Rules**

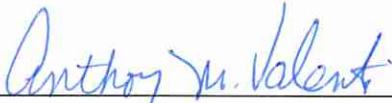
**Section 8.1 - Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

**Section 8.2 - Complaint.** Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Dated: October 20, 2021

Certified to be the initial Rules adopted by the Executive Board on its date of organization

WILLOW BROOK ESTATES OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
By: Anthony M. Valenti, its President

Make due return to:

## WARRANTY DEED

KNOW YE, THAT **NEWPORT WILLOW BROOK PARTNERS LLC** a limited liability company organized and existing under the laws of the State of Connecticut with a place of business in the Town of Southington, County of Hartford and State of Connecticut

for the consideration of (\$ \_\_\_\_\_) dollars received to its full satisfaction of \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_ does give, grant, bargain, sell and confirm unto the said \_\_\_\_\_, and his heirs and assigns forever

that certain piece or parcel of real property with all the appurtenances thereto located in the Town of Plainville/Farmington, County of Hartford and State of Connecticut, known as **UNIT NO. \_\_\_\_** as described in the Declaration of Planned Community for WILLOW BROOK ESTATES, A PLANNED COMMUNITY by Newport Willow Brook Partners LLC dated \_\_\_\_\_, \_\_\_\_\_, 2021 and recorded \_\_\_\_\_, 2021 in the Plainville and Farmington Land Records, as amended from time to time.

The location of said Unit and the premises upon which it is located are more particularly shown and described on a certain map entitled "Schedule A-3 AS-BUILT MAP FOR DECLARATION OF UNIT \_\_\_\_ WILLOW BROOK ESTATES, A PLANNED COMMUNITY Sheet 1 of 2 and Sheet 2 of 2 for (Newport Willow Brook Partners LLC 265 Unionville Avenue Plainville, CT & 8677 Plainville Avenue Farmington, CT, CT Scale: 1" = 40' Date: October 8, 2021 Revised to: \_\_\_\_\_ KJA file No.:220-076 Drawing No.: A-3.2" by Kratzert, Jones & Associates, Inc. civil engineers land surveyors site planners building engineers P.O. Box 337 1755 Meriden-Waterbury Rd. Milldale, CT 06467-0337", which map is to be recorded in the Plainville and Farmington Land Records.

The premises are also hereby conveyed together with the subject to the terms, conditions, agreements, obligations, and easements contained in the Declaration as it may be amended or supplemented from time to time. By acceptance of this deed, the Grantee(s), his heirs, administrators, successors and assigns also hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions agreements, obligations and easements as set forth in the Declaration, Bylaws, and Rules of Muirfield Estates Homeowners Association, Inc. and Exhibits thereto as they

may be amended or supplemented from time to time. In addition, by acceptance of this Deed, the Grantee(s) shall become a member of the Association and, as such members, accept all of the rights and obligations imposed thereunder.

SAID PREMISES ARE CONVEYED SUBJECT TO:

1. Any and all provisions of any ordinance, municipal regulation, any federal, state or local law, including but not limited to the provisions of any zoning, building, planning or inland wetland rules and regulations, if any, governing the premises.
2. Current real state and special services taxes and taxes assessed but not yet due to the Town of Farmington or Plainville, as applicable, which the Grantee herein assumes and agree to pay.
3. The Declaration, as amended from time to time; and
4. Easements, restrictions, notes, rights and agreements which appear in the Declaration and/or as shown on the aforementioned Map, as amended.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto her the said Grantee and his heirs and assigns forever; and to their own proper use and behoof. And also, it, the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee, and his heirs and assigns, that at and until the ensembling of these presents, it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, it, the said Grantor, does by these presents bind itself and its successors and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to them, the said Grantee and her heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, Newport Willow Brook Partners LLC has caused this instrument to be executed by Mark Lovley, Managing Member, duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, sealed and delivered  
in the presence of:

NEWPORT WILLOW BROOK PARTNERS LLC

\_\_\_\_\_  
Richard M. Bailey

\_\_\_\_\_  
By: Mark Lovley, its Member-Manager,  
duly authorized

STATE OF CONNECTICUT }

} ss. Southington \_\_\_\_\_, 202\_

COUNTY OF HARTFORD }

Personally appeared Mark Lovley, Member Manager of Newport Willow Brook Partners LLC, as aforesaid, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said limited liability company, before me.

\_\_\_\_\_  
Richard M. Bailey  
Commissioner of the Superior Court

Willow Brook Estates  
A PLANNED COMMUNITY  
265 Unionville Avenue-Plainville and 8677 Plainville Avenue-Farmington  
Initial Annual Operating Budget

REVENUE:

	<u>Monthly</u>	<u>Annual</u>
Common Charges per Unit	\$ 198.50	\$ 2,382.00
TOTAL REVENUE (20 UNITS)		\$ 47,640.00

EXPENSES:

Liability / Hazard / HOA Insurance	\$ 55.58	\$ 667.00
Director & Officer Insurance	\$ 27.75	\$ 333.00
Association-Crime Coverage	\$ 13.92	\$ 167.00
Electricity - Lighting	\$ 66.67	\$ 800.00
Water and Fire Hydrant	\$ 70.83	\$ 850.00
Trash and Recycling	\$ 540.58	\$ 6,487.00
Asphalt, Curbs and Sidewalk Repairs	\$ 125.00	\$ 1,500.00
Snow and Ice Management	\$ 1,166.67	\$ 14,000.00
Landscape - Ongoing Maintenance	\$ 1,250.00	\$ 15,000.00
Clerical Services Fee	\$ 500.00	\$ 6,000.00
Accounting	\$ 123.75	\$ 1,485.00
Annual Tax Preparation	<u>\$ 29.17</u>	<u>\$ 350.00</u>
TOTAL COMMON EXPENSES	\$ 3,969.92	\$ 47,639.00

COMMON CHARGES PER UNIT	\$ 198.50	\$ 2,382.00
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Prepared by: Anthony M. Valenti, Member - Newport Willow Brook Partners LLC

**WILLOW BROOK ESTATES OWNERS ASSOCIATION INC.  
WILLOWBROOK ESTATES, A PLANNED COMMUNITY  
STATUTORY PROVISIONS – COMMON INTEREST OWNERSHIP ACT**

**COLLECTION POLICY**

The Connecticut Common Interest Ownership Act (“The Act”), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of common charges. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes court costs, title search costs and attorney’s fees. The priority lien does not include special assessments.

Both the Connecticut Law and the Documents provide that each unit owner is responsible for all costs and expenses incurred by the association in collecting unpaid common charges including reasonable attorney’s fees, sheriff’s fees, title search fees, appraisal fees and court fees which are typically incurred in situations where a foreclosure action is initiated in order to collect such unpaid common charges.

The major concern with the statutory lien is that the Association is protected by this priority for only nine (9) months of common expenses if there is a mortgage on the Unit.

The relatively short nine (9) month priority period means that the Association should refer an unpaid Unit Account to an Attorney for collection when more than two (2) months of unpaid common expenses have accrued on the Unit Account. A typical collection proceeding, including a court foreclosure of the Association’s lien when necessary, typically takes five to seven months or more to complete. There exists a likelihood of a loss to the Association in every situation where a foreclosure action is required in order to recover common expenses. Many foreclosures are not typical and can take far more time if a unit owner or lien holders can not be located or if a bankruptcy petition is filed. It is critical to begin collection proceedings not later than the third month of default on payment of common charges.

Section 47-258 of the Act empowers the Association to foreclose its lien on a unit in order to collect unpaid assessments. The amendments add a new Subsection 47-258(m) to the Act. Subsection 47-258(m) sets out the following new requirements that must be met before the Association can begin a foreclosure action:

A. The outstanding balance owed by the unit owner must equal at least two months of common expense assessments under the current annual budget;

B. The Association must make a written demand for payment, either by hard copy or electronically; and

C. The board must specifically vote to begin a foreclosure against the unit, or adopt a standard policy that provides for foreclosure against the unit.

STANDARD COLLECTION POLICY  
INCLUDING WHEN FORECLOSURE IS AUTHORIZED

1. It is the responsibility of each unit owner to pay all common charges, assessments, fines and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or in similar situations. The Association mailings of statements, overdue statements or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a unit owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each unit owner to contact the Association with any questions as to the amount owed on a Unit Account.

2. All amounts received from a unit owner shall be applied to the oldest unpaid amount as shown on the Unit Account Statement. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed on the fifteenth (15<sup>th</sup>) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15<sup>th</sup>) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the unit owner makes a payment of not less than the amount due for said month and said payment is made on or before the fifteenth (15<sup>th</sup>) day of the month.

3. The property manager shall refer a Unit Account to the Association's attorney for legal collection proceedings when the amount unpaid on a Unit Account is greater than two (2) months of monthly common charges and/or two (2) months have passed without receipt of a payment from the unit owner.

4. The attorney for the Association is required to make a written demand for payment, either by hard copy or electronically prior to beginning a foreclosure. The

said written demand shall include a proposed payment plan that the Association will accept. A foreclosure action may not be commenced unless the unit owner fails to accept the payment plan or the unit owner does accept the payment plan but fails to make payments in accordance with the payment plan. The attorney notice will include notice required by the Fair Debt Collection Act and request that the unit owner pay the Unit Account in full or the unit owner may accept a payment plan as proposed the Association.

5. The first attorney letter shall contain a thirty (30) day notice period before a foreclosure may be commenced. If the unit owner contacts the attorney and requests verification of the amount of unpaid common expenses every reasonable effort is made to research the account and provide written verification of the amount of unpaid common expenses without additional charge to the unit owner. Once the debt is verified, the unit owner is provided an opportunity to present a payment plan if the unit owner is not able to pay that account in full at one time. The policy of the Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any that are due; and (3) an additional monthly payment towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within six (6) month time period. For example, the minimum payment in any payment plan will be the amount due for the current month and an equal amount towards the arrearage or a double payment for each month of the plan. In addition the payment plan must be completed within six (6) months of the date of the first written demand for payment to the unit owner. The date of written demand is the date that the letter is sent to the unit owner. All such notices or letters concerning payment shall be deemed received two (2) business days from the date sent. In extreme situations the payment plan may be modified provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the unit owner will be responsible for all common charges, late charges, assessments, attorney's fees and costs of collection.

6. Once an account is referred to an attorney for collection, the Association requires the unit owner to deal directly with the attorney's office until the account is paid current. Any checks or payments received by the Association directly from a unit owner will be delivered to the attorney's office. The attorney's office will decide on a case by case basis whether to accept the check on account or return the check to the unit owner. If a check is accepted on account the check is delivered to the Association and a new letter is sent to the unit owner with an updated unit account statement itemizing the amounts paid and unpaid and again requesting that the unit owner pay the account in full or contact the attorney's office and propose a payment plan acceptable to the



Association. The property manager shall not communicate with unit owner(s) concerning unit accounts that have been referred to an attorney for collection, but shall refer all unit owner contact to the attorney for review and response until the account is current and the attorney's file is closed.

7. STANDARD POLICY WHEN FORECLOSURE IS AUTHORIZED. In situations where the unit owner does not contact the attorney and/or the unit owner fails to sign a payment plan and/or a payment plan is accepted by the unit owner but the unit owner fails to make payments in accordance with the payment plan, a foreclosure action will be commenced. Every record owner of the condominium unit and any party owning a record interest in the unit (examples: holders or mortgages and/or judgment liens) is required to be named as a defendant and served a copy of the foreclosure complaint.

In situations where a foreclosure has been commenced, a unit owner may propose a payment plan but any such payment plan will be subject to approval of the Association. There is not a standard payment plan and there is no guaranty that any payment plan will be accepted once a foreclosure has been commenced.

It is the policy of the Association to aggressively pursue foreclosure actions once commenced and make every effort to complete a foreclosure action within five or seven months. If this time period is achieved, there is minimal risk that the Association will lose common charges. The Association will not recover the common charges for time periods exceeding a nine (9) month priority period.

In many situations, it is not possible to complete a foreclosure in the seven (7) month time period because one or more defendants may file bankruptcy and/or one or more defendants cannot be located, or a number of other reasons.

8. In some situations there may be a second foreclosure against the same unit commenced by a Bank or other party such as the owner of Municipal Tax Liens. In such cases, the Association must participate and defend the position of the Association throughout the case. In bank foreclosure situations, the Association will send a letter to the bank requesting a nine (9) month priority payment of common expenses together with all costs incurred by the Association in connection with the unit account. Said letter includes a notice that the foreclosing party is responsible for payment of common expenses for time periods following the date that the title vests in the foreclosing bank.

In situations where the Condominium foreclosure is completed, a notice is sent to the owner of the first priority mortgage. Said notice contains an itemization of all

amounts required to be paid by the mortgage holder in order to redeem the unit on its law day and said notice also contains a statement that current condominium charges must be paid from the date that the title vests in the redeeming party.

9. Once a unit Account is collected in full or is collected to the fullest extent possible under Connecticut law, the Unit Account is deemed Paid Current and returned to the Management Company-Association.

10. In situations where an account is in collection and a check/payment is received from the unit owner, the attorney for the Association may endorse the check as agent for the Association for purposes of depositing the check into the attorney's client's trustee account and making disbursements in accordance with this Collection Policy and in accordance with the retainer agreement between the Association and the attorney.

11. All amounts paid by a unit owner shall be applied in the oldest amounts shown on the unit account statement. Generally, the following order shall be used, but the Association and/or the attorney for the Association shall have discretion to apply unit owner payments other than the general order.

- i. Payment of the oldest amount of unpaid common expenses and/or assessments on the unit account;
- ii. Payment of late charges and/or interest;
- iii. Payment of other amounts due the Association;
- iv. Payment of legal fees and disbursements incurred in connection with the collection and/or foreclosure;
- v. Payment of fines.

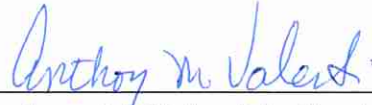
In situations where the only amount outstanding on the Unit Account statement are fines, the Association shall not begin a foreclosure unless as a pre-condition the Association first obtains a civil judgment against the unit owner and then files a judgment lien against the unit on the land records.

In situations where the unit owner account includes amounts owed to the Association for damages to Association property and/or required maintenance pursuant to the Condominium Documents, all such amounts shall be the same as common charges.

This Collection Policy shall be a standard policy and the Association hereby authorizes commencement of foreclosure against unit provided that all provisions of this Collection Policy have been followed before commencement of a foreclosure.

WILLOWBROOK ESTATES OWNERS ASSOCIATION, INC.

Approved by the Board of Directors on this 20<sup>th</sup> day of October,  
2021.



By: Anthony M. Valenti, its President