

## Exhibit C Spice Hill Woods Rules

Note: Definitions of initially capitalized terms are as found in Article 11 of the Declaration.  
The following Rules apply to all Units.

### ARTICLE I

#### USE OF UNITS

Section 1.1. Occupancy Restrictions. Units are limited to occupancy by single families, and garages are limited to the storage of vehicles and accessory storage, as defined in the Declaration, Article X.

Section 1.2. No Commercial Use. No industry, business, trade, or commercial activities, other than home professional pursuits will be conducted, maintained, or permitted on any part of the Common Interest Community nor will any signs, on the Unit itself be maintained or permitted on any part of the Common Interest Community or any Unit, nor will any Unit be used or rented for transient, hotel, or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted on a publicly dedicated street within the community so for sale and the name of the broker, pursuant to the owner's permission. The Executive Board may allow an appropriate sign for the marketing of homes by the developer subject to size and location limitations.

Section 1.3. Electrical Devices or Fixtures. 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 in whose Unit it will have been caused. Total electrical usage in and Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.4. Trash.

- (a) No storage of trash will be permitted in or outside and Unit in such manner as to permit the spread or encouragement of fire or vermin
- (b) No storage of trash receptacles or recycle containers will be permitted outside any unit

Section 1.5. Cleanliness. Each Unit Owner will keep his Unit and property maintained in a good state of preservation and cleanliness

Section 1.6 Architectural Controls. No structure or architectural alterations, additions to structures requiring structural changes or structural modifications or additions clearly visible from the public roadways will be done without the prior consent of the Executive Board. Said structures or alterations or additions including, but not limited to above ground pools, must conform to the character of the structures already existing in the Unit and non the remainder of the Common Interest Community.

### ARTICLE II

#### USE OF COMMON ELEMENTS

Section 2.1. Obstructions. There will be no obstruction of the Common Elements, nor will anything be stored outside 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 will be placed outside buildings on the Units except at curbside pickup areas. No accumulation of rubbish, debris, or unsightly materials will be permitted in Common Elements, except in designated trash storage containers.

Section 2.3. Proper Use. Common Elements will be used only for the purposes for which they were designed. No Person will 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 Element by all others.

Section 2.4. Trucks and Commercial Vehicles. Trucks, motor homes, and commercial vehicles of a capacity of over one (1) ton and having more than four (4) wheels are prohibited in the parking areas and driveways of the Common Elements, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.5. Appearance of Buildings. No clothes, sheets, blankets, laundry, or any other kind or articles other than holiday decorations, will be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees, except awning, shutters, and canopies.

### ARTICLE III

#### ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1. Annoyance or Nuisance. No noxious, offensive, dangerous, or unsafe activity will be carried on in any Unit, or the Limited Common Elements, nor will 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 will make or permit any disturbing noises by himself, his family, his family, 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 will play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, or radio at such high volume or in such other manner that it will 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 Common Interest Community, and Unit Owners will comply with and Conform to all applicable laws and regulations of the United States and the States of Connecticut, and all ordinances, rules, and regulations of the Town of East Hampton and will hold the association or other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or non-compliance therewith.

Section 3.3. Pets. No animals, birds, or reptiles of any kinds will be raised, bred, or kept in the Common Interest Community or brought on the Common Elements, except that any reasonable number of caged birds or fish in tanks, dogs, cats, or household pets of gentle disposition, not to exceed two (2) dogs, and two (2) cats per Unit, may be kept on the Units and walked on the Common Elements subject to the rules and regulations to be adopted by the Executive Board provided they are not kept, bred, or maintained for any commercial purposes and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three day's written notice from the Executive Board. All such dogs, cats, or household pets will be enclosed or restrained by leash or other comparable means and will be accompanied by an owner at all times when they are outside their enclosure. Each Unit Owner shall be responsible for removing his animal's waste from Common Elements. Dog runs of houses may be constructed at the rear of the Unit as long as such run is not unsightly when viewed from the front of the property line of the Unit. Unit Owners will be responsible for keeping such areas clear of animal wastes and for keeping animals from making excessive noise.

Section 3.4. Indemnification for Actions of Others. Unit Owners will hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, and invitees.

### ARTICLE IV

#### INSURANCE

Section 4.1. Increase in Rating. Nothing will be done or kept which will increase the rate of insurance of any other Unit or the Association beyond the rates ordinarily applicable to residences or residential Common Interest Communities, without the prior written consent of the Executive Board.

No Unit Owner will permit anything to be done, or kept in the Common Interest Community which will result in the cancellation of insurance coverage or any of the Units or Common Elements

Section 4.2. Rules of Insurance. Unit Owners and occupants will comply with the Rules and Regulations of 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 Common Interest Community and persons injured by or responsible for any damage, fire, or accident must be promptly reported to the Manager or a member of the Common Interest Community by any person having knowledge thereof.

## ARTICLE V

### RUBBISH REMOVAL

Section 5.1. Deposit of Rubbish. Pickup will be from the curbside locations only. Occupants will be responsible for the removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean, and free of debris. Long-term storage of rubbish in the Units is forbidden. Trash containers will not be left in the pickup areas more than 12 hours before scheduled pickup or more than 12 hours after pickup.

## ARTICLE VI

### MOTOR VEHICLES

Section 6.1. Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and East Hampton zoning regulations on the roads, drives, and properties.

Section 6.2. Limitations on Use. Parking of vehicles on streets must be done in accordance with the ordinances of the Town of East Hampton.

Section 6.3. Snowmobiles, Off-Road, and Unlicensed or Immobile Vehicles. Snowmobiles, off-road, and unlicensed or immobile vehicles including motorized trail bikes, jeeps, and other four-wheel-drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Motorized vehicles are prohibited on all community-owned open spaces. Except for other motor-assisted bicycles and wheelchairs as permitted by state law, all highway 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 excess of 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the premises. No vehicles, other than maintenance vehicles may travel on the property except on roadways and parking spaces.

Section 6.4. No Parking Areas. Vehicles may never be parked in such a manner, to block access to driveways, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two-lane passage by vehicles on roads and drives. The person or host to whom the vehicle is registered, following notice and hearing may be levied a \$25 per day fee for the period that the vehicle violated these rules, unless as such hearing good and valid reasons are given for such violation

Section 6.5. Trucks, Vans, Trailers, and Commercial Vehicles Limited. Commercial vehicles are prohibited from parking on Units except for temporary loading or unloading for a period in excess of 8 hours, following which the vehicle must be removed from the property for at least 16 hours except that campers, trailers, and boats may be parked on the Unit, in a garage, or on the Unit or, if such vehicles are too large to park in the garage, they may be parked on the driveway of the Unit. 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

Section 7.1. Rights of Declarant. The Declarant may make such use of the unsold Units and Common Elements so 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, the display of signs, the use of vehicles, and storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

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, *including but not limited to architectural alterations delineated in Section 1.6*

Section 8.2. Compliant. Any complaint regarding the management of the Property or regarding actions of other Unit Owners will be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX

GENERAL RECREATION RULES

Section 9.1. Limited to Occupants and Guests. Passive recreational facilities, open space, and woodland within the Common Elements are limited to the use of Unit Owners, their tenants, and invited guests. All facilities are used at the risk and responsibility of the user, and the user will hold the Association harmless from damage or claims by virtue of such use.

Section 9.2. Boisterous Behavior Prohibited. Boisterous, rough, or dangerous behavior is prohibited.

Section 9.3. Reserved Areas. Specific portions of woodland playgrounds or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling will be done by the Executive Board or their designees.

Section 9.4. Children. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.5. Ejection for Violation. Unit Owners, guests, and tenants may be summarily ejected from Common Elements by the *Executive Board or their designees* in the event of a violation of these regulations and suspended from use until the time for Notice and Hearing concerning such violation and thereafter, suspended for the period established following such Hearing.

Section 9.6. Proper Use. Common Elements will be used for the purposes for which they were designed. Picnic areas, playground equipment, and surrounding areas will 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. Rules of safety promulgated by nationally recognized organizations regulating the play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

Certified to be the initial rules adopted by the Executive Board  
on this date of organization and amended December 3, 1998 at  
the annual meeting of Spice Hill Woods Homeowners Association.