

Oxford Park Community, Inc.
General Rules and Regulations
Revised to January 1, 2018

TABLE OF CONTENTS

Section	Pages
A. Homeowner Responsibilities	1 – 3
B. Use of Lots	3- 4
C. Parking Rules and Regulations	4 – 6
D. Use of Common Elements	6 – 8
E. Insurance	8
F. Administration	8 – 9
G. Clubhouse	9
H. Pool	9 – 11
I. Tennis	11 – 12
J. Standard Foreclosure Policy	12 - 13

Rules and Regulations of Oxford Park Community Association

General Rules and Regulations

A. HOMEOWNER RESPONSIBILITIES

Actions of Homeowners

1. Homeowners shall comply with and conform to all applicable laws of the State of Connecticut and all bylaws, ordinances, rules, and regulations of the Town of Cromwell. The Association is not responsible for any violation.
2. No offensive activity shall be carried on in any unit or in 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 homeowners or occupants. No homeowner shall cause or permit any disturbing noises.
3. Homeowners shall be held responsible for the actions of their children, tenants, guests, Pet, servants, employees, agents, invitees, or licensees.
4. No animals, except for dogs, cats, or other household pets, of any kind shall be raised or kept in any unit or in the common elements. Any such pet causing or creating a continuous nuisance may be permanently removed from the property upon written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash, nor shall any dog be curbed close to any unit. Any droppings shall be removed by pet's owner immediately.
5. Dogs shall be walked to the area along Blackhaw Drive between the upper and lower entrances to Watch Hill Circle. In consideration of others, dogs should be relieved along the wooded border and away from the curb along the road.
6. Any damage to the buildings or other common areas or equipment caused by owners, their children, their tenants, or their guests shall be repaired at the homeowner's expense.
7. Homeowners will be allowed to store a maximum of one cord of firewood, which is to be neatly stacked, outside of their unit. Residents should keep the wood at least one foot from the building and it should be sprayed for insects. Any exceptions must be approved by the Board of Directors in writing.
8. It will be the responsibility of each homeowner to comply with chimney fireplace inspections once a year to be done by November 1 of that year, unless the homeowner can show proof of inspection from a certified chimney sweep. The Management Company will coordinate and arrange for the inspections to be done. Any fireplace chimney found to be in need of cleaning must be done at the homeowner's expense within 30 days' notice by the Management Office. Failure to do so will result in a \$25 per day fine commencing on the 31st day. Paid receipt from any fireplace chimney cleaning company will be proof that the work was done.

9. The Association must be notified in writing, within ten (10) days regarding the installation of any wood or coal-burning stove or fireplace insert. The wood stove must be UL approved, and a copy of the permit issued by the Cromwell Town Building Inspector must be attached. (State Statute 1443 Building Code - requires that a permit be issued prior to installation of any such stove or insert.) No installation will be allowed if said installation results in Association insurance increase.

10. Kerosene heaters are not permitted. Outdoor charcoal grills are not permitted on the wooden decks.

11. *Maintenance Policy*

Oxford Park Community, Inc. is a planned unit development (PUD). Unlike a condominium, you own a home and surrounding property. Subject to reasonable rules and regulations imposed by the Board of Directors, you can dig in the soil on your lot and plant your own foundation shrubs. Along with greater rights however, come more responsibilities. Therefore, there are physical areas that are the responsibility of the homeowner to maintain.

a. Homeowners are responsible for all plantings, beds, and borders that are within five (5) feet from the front and side of each unit and ten (10) feet from the rear of each unit.

Exceptions:

If a homeowner allows his or her lot, foundation, plantings, and/or beds to become weed-infested, unsightly, unkempt, or unpruned, the Association shall assume responsibility to maintain the area, but shall hold the homeowner responsible for the cost of this work.

All other trees, shrubs, and landscaped areas are the responsibility of the Association.

Shade trees: All shade trees are maintained by the Association.

Woodlands: All woodland areas are maintained by the Association.

b. The exterior of each unit that is the homeowner's responsibility to maintain includes:

- Interior doors, door locks, and other operating mechanisms
- Storm doors and screens - these must match
- Flue cleaning; fireplace, firebox, and damper
- Storage areas and areas under decks
- Doorbell
- Light bulbs for light fixtures attached to the unit

Enlarged decks, patios, awnings, or other exterior improvements added by any owner to any unit shall be the responsibility of the present owner to maintain. Important: exterior improvements,

decorations, enlargements, or other additions to the original structure must be approved by the Board of Directors.

- c. All utilities shall be maintained by the homeowner.

Exception:

Conduits that carry services to more than one unit shall be maintained by the Association.

- d. Those areas that are shared by adjoining homeowners, attics where fire walls are not present, and shared walls are the joint responsibility of those homeowners.

- e. The individual homeowner is responsible for the maintenance of all other areas of their unit

B. USE OF LOTS

1. No part of the property shall be used for purposes other than those for which such part was designed.

2. Lots are limited to occupancy as defined by Town of Cromwell Residential Zoning Ordinance. Purchasers or tenants shall bind themselves and their successors, heirs and assigns to these restrictions unless and until modified by action of the Board of Directors.

3. Each residential lot shall be used only as residence (except for home professions without employees or regular visits from the public). No industry, business, trade or commercial activities shall be conducted, maintained, or permitted on any part of the property.

4. No "For Sale," "For Rent," "For Lease," or other signs or other window displays or advertising shall be maintained or permitted on any part of the property or in any lot therein, nor shall any unit be used or rented for transient, hotel, or motel purposes.

5. Each garage shall be used only for the storage of a motor vehicle and the neat storage of domestic material

6. No electrical device creating unusual electrical overloading may be used in the lots.

7. Misuse or abuse of appliances or fixtures within a lot is prohibited; any damage resulting from such misuse shall be the responsibility of the owner in whose lot it was caused.

8. No substantial alteration or remodeling of a lot involving the cutting or moving of partition walls may be done without permission from the Board of Directors.

9. Misuse or abuse of any lot is prohibited; and damage resulting from such misuse shall be the responsibility of the lot owner.

10. The area of the lots outside of the buildings shall be kept free of unsightly material (i.e., tires, rims, broken grills, etc.). No storage will be permitted on any lot or garage in such manner as to permit the spread or encouragement of fire.
11. All window coverings visible from the exterior must be a standard type of window covering. Any deviation must be approved by the Board of Directors in writing.
12. Water shall not be left running for any unreasonable or unnecessary length of time.
13. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof or exposed on or at any window.
14. No balcony, patio, or deck shall be built, modified, enclosed, or covered by any awning or enlarged without the consent of the Board of Directors.
15. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.
16. Each owner shall keep his lot in a good state of preservation and cleanliness.
17. Toilets and other water apparatus in lots or within the common areas of the community shall not be used for any purpose other than those for which they were constructed, nor shall any sweeping, rubbish, rags, paper, ashes, or any other article be thrown into toilets. Any damage resulting from the misuse of toilets or other apparatus shall be paid for by the lot owner in whose lot it shall have been caused.
18. Homeowners shall be responsible for the repair, replacement, and maintenance of the air conditioning compressor unit connected to their unit

C. PARKING RULES AND REGULATIONS

Revision: February 10, 2009; Revised and approved May 10, 2011

[These parking rules and regulations replace Section C – Motor Vehicles in the Oxford Park Community Association Rules and Regulations, Approved April 13, 1993.]

In accordance with the bylaws of the Oxford Park Community Association, the Board of Directors has reviewed and revised policies to curb abuses of the rules and to safeguard the proper use of the parking lots for the benefit of the unit owners. These policies are provided here and can be amended at any time; any changes to the policies will be disseminated to the unit owners.

All unit owners shall observe and abide by all the parking rules and regulations listed below. Failure to observe and abide by these rules and regulations may result in vehicles being removed from the parking lots by an independent contractor at the unit owner's risk and expense, for

which the Association accepts no responsibility or liability. Unit owners are responsible to inform their guests of these parking regulations.

I. General

- A. The parking lots within Oxford Park Community are for the exclusive use of unit owners, visitors, and for those having business with the Association.
- B. All parking spaces are assigned (except for Visitor Parking in the various courts, the 5 spaces in front of the club house, the driveway next to the club house, the 3 spaces on the road leading to upper Larkspur and the three spaces behind the building located at 160 Blackhaw Drive.
- C. All resident vehicles should be registered with Meadow Management. When a vehicle is sold or purchased, this vehicle information must be given to the management office within 10 days. Additionally, if there is a new occupant in your residence and they own a vehicle, their vehicle must be registered within 10 days. Individuals who stay in your home and are no longer a “visitor” must also register their vehicle(s).
- D. Fines may be imposed as a result of consistent and/or repetitive infractions of the rules and regulations. Continued abuse may also lead to vehicles being towed at the owner’s expense.
- E. All unit owners are assigned two parking spaces. Oxford Park has a total of 18 garages located in Phase I. Owners may park in front of their garage on lower and upper Watch Hill circle; **there is no parking in front of the garages in Cherokee Court.**
- F. A unit owner who is a landlord is responsible to make sure their tenant(s) are provided with a copy of these regulations and comply with all the parking rules and regulations listed in this document.
- G. Unit owners who own more than two vehicles are permitted to park their spare vehicles on the left side of the driveway by the club house, in the 3 spaces on the road to upper Larkspur before the “No Parking” sign, in the 5 spaces in front of the club house and in the 3 spaces behind building 160 Blackhaw Drive. Unit owners may also park their spare vehicles in visitor spaces after 10pm as long as the vehicle is moved by 8am the next morning. Please note that a visitor is defined as “a person who parks at Oxford Park for short periods of time including an occasional overnight.” Persons who park overnight on a regular basis will not be considered a visitor and their vehicle should be registered with Meadow Management.
- H. Unit owner spare vehicles can also be parked on the Cherokee Court/Watch Hill Circle side of Blackhaw Drive. Visitors should also park on Blackhaw Drive when no other parking is available. Please note that between November 15th and April 15 there is no continuous overnight parking on Blackhaw Drive per the town of Cromwell. Unit owners and visitors who fail to move their vehicles could be ticketed and towed by the Cromwell Police Department.
- I. Unit owners must contact Meadow Management before bringing a personal storage container to their parking space. Containers are for moving only, and must be removed within 10 days of arrival. At no time may containers be placed in visitor spaces or common property.

II. Restricted Uses

- A. Unit owners and visitors are restricted from parking in areas that are not authorized parking spots – they shall be designated with a number or “Visitor.” Vehicles should only be parked between two white lines with the exception of club house driveway where you are allowed to park on the opposite side of the “No Parking” signs.
- B. Vehicles may never be driven or placed on curbs or grassy-garden areas.
- C. No maintenance may be performed on a vehicle in the parking lot if it creates the potential of liquid discharge into the ground which will require clean up or includes the dismantling of the vehicle.
- D. All vehicles must be registered with a Department of Motor Vehicles and must be in running condition.
- E. Vehicles with commercial plates are prohibited from parking on the property unless the vehicle is on the property due to a work-related reason.

III. Snow Removal

- A. The snow removal policy will go into effect on Nov. 15th of each year and remain in effect through April 15th of the following year. This policy will remain in effect until rescinded by the Oxford Park Board of Directors.
- B. Unit owners who fail to move their vehicles from their assigned parking space after a snow storm could be subject to fines imposed by the Board of Directors and may be called in to meet with the Board. Fines will be imposed if the vehicle in question impedes snow removal for other vehicle(s) besides their own. The fine will be \$25.00 per day.
- C. Unit owners who are away for extended periods of time and leave a vehicle in their assigned parking space should give a spare key to a neighbor or person they trust to move their vehicle. Moving vehicles off-site is also an option.
- D. Vehicles that are not in assigned parking spaces will be towed at the owner’s expense for the purpose of snow removal. If the vehicle is registered with Meadow Management, a phone call will be made prior to the vehicle being towed.
- E. **The moving of your vehicle into a visitor designated spot before a storm is prohibited.**

D. USE OF COMMON ELEMENTS

- 1. There shall be no alterations of common elements (e.g., planting, removal, trimming of trees or shrubs) without the approval of the Board of Directors.
- 2. U.S. Postal Regulations prohibit the posting of anything on mailboxes. Any posted materials will be removed.

3. No garbage cans, trash barrels, or other obstructing personal property shall be placed on common property. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a building or exposed. No accumulation of rubbish, debris, or unsightly materials will be permitted in common property, except in designated trash storage containers, nor shall common property be used for the general storage of personal property,
4. Common property shall be used only for the purposes for which it is designed. Playing is prohibited in landscaped areas (e.g., trees, shrubs, flower beds) and parking lots. Skateboards and bicycles shall not be ridden on paved stairways. No person shall litter on the common property or interfere with its proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the common property which interferes with or limits the enjoyment of the common property by all others.
5. Obstruction of common property is prohibited. Nothing shall be stored in the common elements without prior consent of the Board of Directors.
6. No animals shall be tied to any common area (e.g., trees, railings, fences).
7. Owners shall be held responsible for the actions of their children, tenants, guests, and pets on the common property. Any damage to the buildings or other common areas or equipment caused by owners, their children, their tenants, their pets, or their guests shall be repaired at the homeowner's expense.
8. Trash container locations will be designated by the manager. Pickup will be from those containers only. Occupants will be responsible for removal of trash from their lots 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. Recyclable items shall be placed in proper containers. No recyclable items should be placed in dumpsters. Homeowners may be subject to fines for failure to adhere to recycling laws.
9. No offensive activity shall be carried on in the common elements; nor shall anything be done either willfully or negligently, which may be an annoyance or nuisance to the other homeowners or occupants. No homeowner shall make or permit any disturbing noises.
10. The maintenance of all turf and grass areas is the responsibility of the Association. All trees, shrubs, and landscaped areas, shade trees, and woodlands on the common property are also the responsibility of the Association.
11. All bituminous asphalt, concrete, or other roads, walkways and stairs, as well as road and directional signs are maintained by the Association.
12. All street lights are maintained by the Association. Additionally, all exterior walkway lights, exterior garage lights, and globes on decks or porch lights shall be maintained by the Association.
13. All walkways, stairs, patios, decks, porticos, and other exterior methods of entrance/egress to unit that are of original construction shall be maintained by the Association.

14. All recreational facilities shall be maintained by the Association.
15. All maintenance, storage sheds, benches, courts or other facilities located on common property shall be maintained by the Association.
16. The following exterior portions of homes will be maintained by the Association:
 - Roofs (including restoration of interior building areas to their original condition if roof leak: causes interior damage)
 - Exterior walls and sidings
 - Foundations (as required work pertains to drainage or structural integrity)
 - House numbers
 - Painting of trim, decks, and exterior doors
 - Maintenance of siding

E. INSURANCE

1. Nothing shall be done or kept in any unit or on the common property which will increase the rate or result in the cancellation of Association insurance.
2. 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.
3. 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 Association Management by any person having knowledge thereof.

F. ADMINISTRATION

1. Any exception to the Rules and Regulations must be obtained in writing from the Board of Directors.
2. The Board of Directors may change the Rules and Regulations subject to notice and comment or notice and hearing.
3. Any complaint regarding the management of the property or regarding actions of the members of the Association shall be made in writing to the Board of Directors and can be simultaneously presented at a Board meeting.
4. All common charges, assessments, and/or official business correspondence must be mailed or delivered directly to the Management Company.

5. Any homeowner in arrears to the Association will retain their voting rights, but shall not have use of any common facilities (i.e., pool, Clubhouse, tennis courts).

G. CLUBHOUSE REGULATIONS

1. The Clubhouse is for the use of the residents and their invited guests.
2. All facilities will be used at the risk and responsibility of the user.
3. Persons using the Clubhouse shall be responsible for keeping it clean and presentable, and shall be responsible for any damage caused to the Clubhouse or its contents.
4. No pets shall be permitted in the Clubhouse, except seeing-eye dogs.
5. When renting the Clubhouse, you do NOT rent the pool or tennis courts. These areas are off limits to your guests.
6. Parking is permitted in the front of the Clubhouse and in the driveway. If these areas are filled, guests must park on Black Haw Drive. Guests may NOT park in the residents' parking areas or in the fire lanes. Police will ticket and tow vehicles parked in the fire lanes.
7. Residents are responsible for controlling the parking at your function or you may lose your deposit. Violators will be towed at the owner's expense.
8. Smoking is allowed in designated areas only.
9. Failure to follow the Clubhouse rules may result in forfeiture of your deposit
10. Interested parties wishing to rent the Clubhouse are to contact the Management Company for more information.

H. POOL REGULATIONS

(Adopted by the board of directors of Oxford Park Community, Inc. at special meeting held May 9, 2017. As required by law, notice was sent to all lot owners not less than ten days before the meeting and owners were provided with the opportunity to comment on the proposed regulations. After receiving comments, the board amended the proposed regulations to add subsection 23.)

1. All persons must present pool passes to enter the pool area; three people are permitted per pass.
2. The swimming pool and pool area are for the use of residents and their invited guests only.
3. All guests must be accompanied by a resident.
4. No person under the age of 16 shall be allowed in the pool area unless accompanied by an adult resident.

5. The Board of Directors shall annually determine the hours of pool operation and shall, on or before the first of May, post a schedule of such hours on the bulletin board next to the front door of the clubhouse.
6. If the board does not post an annual schedule as required in subsection 5 above, the hours of pool operation for the year shall be as follows:
 - a. Memorial Day through June 14:
 - i. Weekdays, 1:00 pm to 8:00 pm
 - ii. Weekends, 10:00 am to 8:00 pm.
 - b. On and after June 15 through Labor Day:
 - i. Daily, 10:00 to 8:00 pm
 - c. The first thirty (30) and last thirty (30) minutes of pool operation each day shall be reserved for lap swimming.
7. Residents are responsible for knowing and remembering the annual schedule of pool operating hours.
8. The board may temporarily close the pool or reduce its hours of operation for reasonable cause including, but not limited to, inclement weather, equipment malfunction, and pool attendant absence.
9. Temporary pool closings and operating schedule reductions shall be posted on the clubhouse bulletin board as soon as reasonably possible.
10. Per state regulations:
 - a. All persons shall bathe with warm water and soap before entering the pool.
 - b. Any person known or suspected of having a communicable disease shall not use the pool.
 - c. Spitting or blowing the nose in the swimming pool is prohibited.
 - d. Running, boisterous or rough play is prohibited and may cause ejection from the pool and the pool area.
11. Swimming when no other person is in the pool area is not recommended.
12. The use of glassware or glass bottles in the pool area is prohibited.
13. Infants and toddlers must be freshly diapered with tight water proof pants before entering the pool (state recommendation).
14. No pets are allowed in the swimming pool area except Seeing Eye dogs.
15. The Association shall assume no responsibility for personal property left at the pool area.

16. Bicycles, skateboards, and similar wheeled toys and sporting equipment are prohibited from the pool area.
17. Lap swim hours (i.e. swimming laps only) will be designated in the hours of pool operation posted in accordance with subsection 5 above. No flotation devices will be permitted during lap swims.
18. The number of flotation devices used other than during lap swim hours shall be left to the discretion of the pool attendant.
19. Smoking is prohibited in the pool area and within a fifty (50) foot perimeter surrounding the pool area. Violators may be asked to leave the pool and perimeter areas.
20. All persons shall respect the right of others to peacefully enjoy the pool and the pool area. Clearly disruptive behavior including, but not limited to, boisterous arguing, bullying and the use of profanity may result ejection from the pool and the pool area.
21. Repeated violations of the pool regulations may cause the violator, after notice and hearing before the board, to be banned from the pool and the pool area for the remainder of a season.
22. This rule shall take effect upon adoption by the board of directors.
23. All persons shall follow published Oxford Park pool rules and posted signage.

(Adopted on May 9, 2017 and effective as of that date)

I. TENNIS

1. The tennis court will be limited to the use of residents and guests.
2. Any owner that wishes to use the tennis court can obtain a key to the lock from the Management Office. The cost of each key will be \$1.00. When leaving the tennis court, the gate must be locked.
3. The tennis court is for tennis only. No hockey or other games are permitted.
4. Players must wear smooth sole tennis shoes; the playing surface will be respected and hard objects will not be placed or struck on the court.
5. Pets, food, beverages, breakable containers, trash, or debris are not permitted on the court.
6. When other players are waiting for the use of the court, it shall be vacated one hour after commencement of use.
7. Official court hours will be 9:00 a.m. until dusk.
8. Climbing of the fences is not permitted.

9. The Association assumes no responsibility for the unsafe use of the court or for personal property left on the premises.
10. Tennis etiquette and courteous behavior will be required of all residents and guests using the court.

J. STANDARD FORECLOSURE POLICY

(Adopted by the board of directors of Oxford Park Community, Inc. at a special meeting held August 9, 2017. As required by law, notice was sent to all lot owners not less than ten days before the meeting and owners were provided with the opportunity to comment on the proposed policy. No comments were received.)

- A. Before sending a delinquent account to its attorneys, the association shall send the unit owner, by first class mail, at least one written demand for the amounts owed. The last written demand sent by the association shall include, but shall not be limited to, the following
 - (1) A statement that the delinquent account is being sent to the association's attorneys who are authorized to make a final written demand for payment;
 - (2) A statement that the association's attorneys are authorized to take action to foreclose on the unit if the unit owner does not pay or make arrangements to pay the amounts owed within 30 days after final demand is mailed to the unit owner, or if the unit is subject to any mortgages, within 60 after final demand is mailed to the unit owner;
 - (3) A statement that the association is entitled to collect, in addition to the common charges and other fees owed, the property manager's legal turn over fee and all attorneys' fees and costs, including, but not limited to, costs for conducting and reviewing a title search on the unit;
 - (4) An estimate of the attorney's and property manager's fees and costs.
- B. Once the association sends a delinquent account to its attorneys, the attorneys shall conduct a title search on the unit, make final written demand for payment on the unit owner and give notice to the holders of first and second mortgages on the unit, if any;
- C. Once final written demand is made, the attorneys are authorized to commence a foreclosure action against the unit owner, mortgage holders, and lien holders with no further action by the executive board if:
 - (1) at least 30 days have passed since the attorneys made final written demand on the unit owner, or if the unit is subject to any mortgages, at least 60 days have passed since the attorneys made final written demand on the unit owner and gave notice to the first and second mortgage holders;
 - (2) the unit owner continues to owe the association a sum equal to or greater than two months' common charges, the oldest part of which sum is at least 60 days past due; and
 - (3) the unit owner has not agreed to and is not following a payment plan that will bring his or her account, including applicable attorney's fees and costs, entirely current in six or fewer monthly payments.

D. The executive board reserves the right, pursuant to section 47-244(19)(g) of the Connecticut General Statutes, to exercise its discretion with respect to a unit owner who has extraordinary hardship or other unique circumstances.

(Adopted on August 9, 2017 and effective as of that date)