

**RULES AND REGULATIONS
AVALON FARMS HOMEOWNERS ASSOCIATION, INC.**

The following rules and regulations shall govern the Community; all lots therein, the members of the Association, their guests and invitees:

1. Residential Use. Each Lot is restricted to residential use as a single-family residence, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed on a Lot. No commercial or industrial use is permitted. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom.
2. Garages. Garages are restricted to use by the Lot to which the garage is attached as storage and as a parking space for not more than three vehicles.
3. Fuel Tanks. No underground storage of any petroleum products is permitted on or within the Lots.
4. Utilities. All utilities shall be installed underground;
5. Parking. Parking is for passenger automobiles only and no motor vehicles other than four-wheel vehicles bearing passenger car registration plates may be parked on a Lot. This parking prohibition extends to aircraft including, but not limited to, helicopters and ultra-lights. Commercial vehicles, unregistered motor vehicles, campers, recreational vehicles, motor homes, automobiles with commercial advertising, panel trucks and snowmobiles shall not be kept on any lot unless parked within a garage at all times (the foregoing does not prohibit commercial vehicles temporarily providing products or services). No vehicles should be parked regularly on the streets overnight or during any snowfall.
6. Auxiliary Structures. No outbuildings, sheds, shacks, barns, tents (except children's occasional play tents) or other temporary structures are permitted on any lot including patios, decks or driveways. Tasteful tents for private entertaining of a Lot Owner may be occasionally utilized for a period not in excess of three days. Structures such as children's' swing sets, plays capes, or slides are permitted as long as they are maintained in good order and placed as inconspicuously on the lot as possible. Such structures should be placed in the rear of the property and as far from boundary lines as possible. Consideration should be given to shielding

such structures with additional plantings. Also, it is requested that such structures be removed promptly when they are no longer in use. Placement on the lot, overall size and materials should be presented to the Architectural Committee prior to installation. Sets should be of reasonable size and design for single-family use.

7. Pools. No aboveground swimming pools may be erected on any Lot, except small children's temporary inflatable play pools, which must be put away at the end of each day because of safety and lawn maintenance considerations.
8. On-site Sewage Disposal and Water Supply Facilities. The design and construction of on-site water supply facilities for Lots 47 and 48 is subject to approval by municipal and other authorities having jurisdiction. On-site sewage disposal systems are not permitted on any Lot.
9. Siting of Improvements. Any siting of improvements, other than houses, driveways, stonewalls and fences, which materially deviates from the Preliminary/Final Development Plan approved by the Middlebury Planning and Zoning Commission in connection with its approval of the rezoning of the Property as the same may be amended, must be approved by said Commission and, if located in a "Regulated Area" as defined in the Declaration of Covenants and Conservation Restrictions to which the Property is subject, by the Middlebury Conservation Commission. Additionally, no lot owner will alter or remove any border or common area plantings or alter landscaping without first consulting with the Architecture and/or the Landscaping Committee.
10. Debris. No Lot or common area shall be used or maintained as a dumping ground for rubbish or refuse, nor shall any disabled or dismantled, or abandoned vehicles or other junk be, or be permitted to be stored, parked, maintained or kept on any Lot.
11. Garbage. Household trash or waste shall be kept in sanitary containers, which must be stored in the garage. No waste, trash or rubbish may be burned on any Lot.
12. Offensive Use. No noxious or offensive use shall be made of any Lot or the buildings or Improvements located thereon.
13. Leases. A Lot may not be used for transient or hotel purposes or leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the requirements of the Declaration and these Rules and Regulations. All leases must be filed with the secretary of the EB and the homeowner must submit a written

confirmation that a copy of the Association's documents has been given to the lessee.

14. Pets. No animals or reptiles of any kind shall be raised, bred or kept on any Lot, except traditional household pets, such as dogs, cats, fish and turtles (but specifically excluding snakes), provided they are not kept bred or maintained for any commercial purposes; and provided that any pet creating a nuisance, unreasonable disturbance, noise or risk of injury to other residents shall be permanently removed from the Lot in accordance with these Rules. Additionally, pet owners are expected to pick up after their pets. The use of common areas or other homeowners' lots as waste areas is strictly prohibited.
15. Conservation Restriction. Use of the Common Elements and portions of the Lots is subject to the terms and conditions of the Declaration of Covenants and Conservation Restrictions referred to in Schedule A to the Declaration, and recorded on the Middlebury Land Records.
16. Attachments to Houses. No television antennas, satellite dishes, amateur radio antennas or any similar items shall be installed or attached to any house or other structure, except satellite dishes up to 18 inches in diameter may be attached on the roof or the side of the house in an unobtrusive position;
17. Fences. Fences are not allowed in Avalon Farms in order to maintain an overall natural landscape, unless required by law. Fences that are erected should be done with minimal negative impact on the community. Fences may be installed where required by law such as protecting in ground swimming pools. Such fences can be constructed of any material that is attractive and in harmony with the overall design and appearance of homes in the Community. No fence shall exceed six feet in height and shall be have a color and design approved by the Architecture Committee of the Association prior to installation. No ugly, unsightly or "spite" hedge or fence shall be erected or maintained. The Architecture Committee will develop a folio of acceptable designs.
18. Advertising. No billboard or other advertising sign shall be displayed within the Community except a single "For Sale" sign may be placed on the Lot when the house thereon is placed on the market.
19. Bad Conditions. No noxious or offensive activity shall be carried on in any house or on any Lot; nor shall any unsightly or unsanitary conditions be allowed to exist; nor shall anything be done either willfully or negligently which may be or become an annoyance or nuisance to the other Lot Owners; and no Lot Owners or occupants shall make or permit any disturbing noises in the house or other buildings by himself, his family,

servants, employees, agents, visitors, or invitees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Lot Owners;

20. Distractions. No clotheslines, skateboard inclines or other unattractive structures shall be maintained on any Lot.
21. Sound. No Lot Owner shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated any photograph, audio tape, CD disc, television set or radio on the premises of a Lot at such high volume or in such other manner that it causes unreasonable disturbances to other Lot Owners;
22. Responsibility. All Lot Owners shall be responsible for the actions of their own children and the actions of their guests and other invitees.
23. Insurance Impact. Nothing shall be done or kept on a Lot or in the Common Elements which will increase the rate of insurance of any of the houses in the Community, other structures or the contents thereof, applicable for residential use without the prior written consent of the Executive Board; and no Lot Owner shall permit anything to be done, or kept on his Lot, or in the house thereon or any Common Elements which will result in the cancellation of insurance on any other houses, structures or the contents thereof or which would be in violation of any law;
24. Compliance with Law. All Lot Owners shall comply with and conform to all applicable laws of the State of Connecticut and the laws, ordinances, rules and regulations of the Town of Middlebury, and shall save the Association and other Lot Owners harmless from and against all fines, penalties, costs, liabilities and prosecutions for the violation thereof or noncompliance therewith;
25. Speed Limit. The speed limit on the private streets in the Community shall be 25 M.P.H., except 15 M.P.H. around cul-de-sacs.
26. Executive Board Discretion. Any consent or approval given under these Rules and Regulations may be added to, amended or revoked at any time by resolution of the Executive Board with full communication and explanation provided to all lot owners on a timely basis.
27. Complaints. Any complaint regarding the management of the Community or regarding actions of other Lot Owners or officers or board members of the Association shall be made in writing to the Board. The Executive Board shall have a meeting, review the complaint and after such time as is needed to gather additional facts, shall respond in writing to the affected parties. If the Executive Board and the lot owner cannot come to a

resolution, the issue will be presented to the lot owners at the next full meeting for discussion and resolution in accordance with Article XXI of the Declaration of Avalon Farms dated November 24, 1999.

28. Compliance Pursuant to article V of the by-laws, any perceived violations of these rules and regulations must be reported to the Executive Board. If a majority of EB members agree that a violation exists, such violation and the recommended solution will be communicated to the homeowner verbally. If no remedy is undertaken within one week, a written request for compliance will be sent via certified mail offering two weeks to comply before fines of \$25 per day per violation begin to accrue.

Avalon Farms Rules and Regulations Document Revision History:

- **March 28, 2008:** Original document Ratified.
- **October 17, 2011:** Changes to rules: 5 (Parking), 6 (Auxiliary Structures), 7 (Pools), 9 (Siting of Improvements), 13 (Leases), 14 (Pets), 27 (Complaints), and a new rule 28 (Compliance)
- **June 16, 2014:** Updated rule 5 (Parking) prohibiting the parking of aircraft.
- **December 17, 2018:** Updated rule 14 (Pets) prohibiting use of common areas as pet waste areas and rule 17 (Fences) prohibiting use of fences unless required by law.