



NORTHBROOK CONDOMINIUM ASSOCIATION

COMMUNITY HANDBOOK

Revised April 2020

**Everything you wanted to know about Northbrook...but didn't know who to ask.**

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## Welcome from your Board of Directors

Northbrook is an association of homeowners organized into the Northbrook Tax District and the Northbrook Condominium Association, Inc. Although each of these two entities is governed by its own Board of Directors, administers its own areas of responsibilities and enforces its own set of rules and regulations, they are concerned with the same contiguous parcel of land and group of people known as Northbrook.

Neither "Tax District" nor "Condominium" describes a piece of property or a type of building but a type of ownership. Rather than owning the land and building outright, the Northbrook owner basically holds title to his or her cube of airspace bounded by walls, ceilings and floors. The buildings and land upon which they are built are shared with all other owners. Thus, unlike the traditional house or apartment, Northbrook is our communal home. It belongs to all of us.

This type of collective ownership, known as the common interest community, has many advantages over more traditional forms of habitation. It also presents each of us with challenges. Together we shall share in Northbrook's success and its hardships.

One aspect of our common ownership that is essential to success is cooperation. Each resident, both owner and renter, has a responsibility to abide by the rules and regulations of Northbrook, to maintain an attractive appearance of the common areas and facilities, to observe an atmosphere of gracious living and to become an active and contributing member of the community.

The purpose of this handbook is to familiarize the residents of Northbrook with the site, its government and administration, maintenance responsibilities, policies, procedures and rules and regulations. Also, included in the text are descriptions of insurance policies, maintenance tips and safety suggestions. The back cover of the handbook provides information about your management company and other useful names and numbers. You should also be familiar with the Declarations and By-laws of Northbrook.

Knowledge of and adherence to the policies, guidelines and rules and regulations by all residents is the key to successful and enjoyable living in our lovely community.

## **Description of the Property**

Northbrook, located on Main Street (Route 25) in Monroe, Connecticut, can best be described as country living in the center of town. Main Street is the main retail and commercial thoroughfare in Monroe and, as such, provides Northbrook residents with ready access to as wide a range of shopping centers, merchants, banks, restaurants, etc. as can be found anywhere. It also provides a convenient drive to major Connecticut highways such as Route 8, I-84, I-95, and the Merritt Parkway.

Northbrook owes its serene residential character to a number of contributing factors. The site of 151 acres, which houses 319 condominiums in 84 buildings, is completely surrounded by woodland. Its topography of gently rolling hills allowed for cluster type development. Clusters of buildings can be found on arterial side roads, circles and dead-end streets. Groups of buildings have been tucked into isolated glens or behind treed knolls such that each area forms its own little neighborhood.

Northbrook's list of community facilities is impressive. There is a 5,000 square foot clubhouse, two swimming pools, and tennis courts. The site also has two gazebos, benches, several large ponds with bridges and nature walks along the perimeter.

## **Organization of the Northbrook Condominium Association and Tax District**

The Northbrook Condominium Association, Inc., formed in 1984, is a non-stock corporation organized under the laws of the State of Connecticut. Its members are the owners of Northbrook units. Its governing documents, the Northbrook Declaration and By Laws describe the property, the units, and the Association's rules and regulations. These documents are given to each purchaser of a Northbrook condominium unit - usually at closing. This handbook summarizes much of the information contained in these documents but is not intended to replace them. Owners should review the Association's legal documents and keep them as part of their permanent records.

The Northbrook Tax District is a legal type of government. It was created in the mid 1980's under Chapter 105 of Connecticut General Statutes. Its members are the residents as well as the unit owners.

Each entity, the District and Association, has its own Board of Directors, budgets and legal responsibilities. The Association Board of Directors is a 5-member group. Annual meetings of the Association members are usually in May or June. Elections are held at this meeting and the ownership is presented with the budget for ratification. The elected directors serve a two-year term. At least one third of the director seats must be put up for election each year. The fiscal year is July 1 to June 30.

The District also holds its annual meeting in May or June. The Tax District Board of Directors must be elected each year and serve a one-year term. The District has a 5-member board of directors. The voters are also required to approve the annual budget, which commences on July 1.

The Association is responsible for the administration, maintenance and upkeep of the common areas which excludes the "units" and the areas maintained by the Tax District. Common areas include the building exteriors, the landscaped walkway and parking area immediately adjacent to the units. To fund these responsibilities, the Association assesses monthly common charges to all units.

The Tax District was organized to perform traditional municipal services such as maintenance and lighting of the roads, maintenance, and upkeep of the recreational facilities, ponds and open space areas, for erosion control, and for sanitary and refuse removal. To fund these services, the district charges each unit with quarterly tax assessments. These taxes may be deductible when filing your individual state and federal income tax. Consult with a professional should you have any questions or concerns in this regard.

Both the Association and Tax District Board of Directors enlist the aid of volunteer advisory committees as required, such as the Grounds Committee, Building Committee, Social Committee, Sewer Committee, Road Committee and Website Committee. These committees have administrative charge over certain aspects for the areas under their review. Reference is made throughout this handbook to a number of standing committees. If you would be interested in serving on a committee, please contact a Board member or the management company.

Together, the Association and District maintain all Northbrook areas, other than the unit interiors, which are the responsibility of the homeowner.

## Definitions

**“Common areas”** consist of all portions of the condominium other than the units. Each unit owner may use the common elements in accordance with the lawful rights of unit owners, and as otherwise provided. The common elements shall be subject to mutual rights of support, access, use and enjoyment of all unit owners.

**“Limited common elements”** are the driveways leading to the garages of each unit, the front steps leading to each unit, and the front and rear decks. The use of limited common elements is restricted to the unit to which they lead.

## Northbrook Insurance Information

This section should provide the owner with information he or she can share with their own insurance agent when obtaining their individual unit owner policies. Agents representing the individual owners are also encouraged to contact the management company should any additional information be required.

In addition to many specialized policies such as workers compensation, fidelity bond coverage, director and officer’s insurance and the like, there are two specific master policy policies that have a direct effect on the types and amounts of insurance homeowners ought to purchase. These two policies are known as property loss coverage and liability coverage and are described below:

### 1. Property Loss

Northbrook’s insurance provides the Association’s property coverage on an “all risk” basis, excepting a few specific perils such as earthquake and flooding. For insurable losses, the damaged property will be restored to original condition. It does not cover your personal property.

For example, take a worst-case scenario where a unit burns to the ground. It would be rebuilt by the Association’s insurance including sheetrock, paint, carpeting, appliances and other amenities offered

at time of original sale, etc. Improvements that you or previous owners have made such as upgraded wall to wall carpets, wallpaper, etc. would also be covered. Personal property such as furniture, clothing and jewelry is outside the coverage provided by the Association.

## 2. Liability Coverage

The Association's policy provides owners with protection from lawsuits that originate from bodily injury, personal property damage or personal injury that might arise out of, for example, someone falling outside of your unit.

At the present time, the Association's basic policy is written by a large insurance company, specializing in condominium communities. Homeowners policies for condominium owners are called "Homeowners #6" (or "HO6") policies. Many types of endorsements or options are possible with homeowner policies that you should discuss with your agent are "Loss Assessment" and "Buildings." Contact the management company for details.

- Loss Assessment provides protection should individual unit owners be required to make up the difference between a successful liability lawsuit against the Association, or some other loss, and Association policies.

## Payment and Collection Policies

### 1. Northbrook Condominium Association Collection Policy

See Attachment A for complete policy

- Common charges are due and payable on the first day of each month. Common charges must be paid by check or electronic transfer to the

**"Northbrook Condominium Association"**  
and received by **Northbrook, c/o REI,**  
**P.O. Box 61685,**  
**Phoenix, AZ 85082**

- no later than the 15th day of the month to avoid late fees and penalties. For additional payment options, contact the management company.
- Common charges not received by the 15th of the month will be charged a \$35 late payment penalty.

### 2. Northbrook Tax District Collection Policy:

- The mill rate and tax obligation for each Northbrook unit will be established by July 1 for the proceeding twelve months.
- The tax bill is due in four equal quarterly payments: July 1, October 1, January 1 and April 1. Checks or electronic transfers made payable to "**Northbrook Tax District**" must be sent to the same address listed above for common charges.

- Pursuant to Section 12-146 of Connecticut General Statutes, quarterly payments which are not received within one month of the due date will be charged interest at 1.5% per month, the rate established by law.
- Any account that remains delinquent in month two may, at the board's discretion, be assigned to a collection attorney with all costs of collection, including foreclosure, to be borne by the delinquent unit.
- Any account that is more than 30 days overdue, may, at the board's discretion, have a Northbrook tax lien filed against the property.

### **Restriction on the Use of the Units**

1. Residents are responsible for the **actions of their guests, movers, tradespeople and pets** - with the owner of the unit liable for his tenant and the aforementioned.
2. **No noxious or offensive activities** will be carried out in any unit nor will any activities be carried out which will be a nuisance or annoyance to other occupants.
3. **Renters must comply** with the Declaration, By-Laws, and Rules and Regulations of Northbrook Condominium Association and Tax District. The Unit Owner will be held responsible for the actions of his or her tenants.
4. **Only an entire unit** may be leased.
5. **Any lease for less than 12 months** is considered a transient use and is prohibited.

### **Responsibilities of Northbrook and Owners**

The Northbrook unit owner has purchased a home. Like the more traditional form of ownership, the unit owner is responsible for the maintenance and upkeep of his or her unit. Those responsibilities, as well as the areas maintained by the Association and Tax District, are listed below.

#### 1. The Association and Tax District

The association and tax district have general maintenance responsibility for the following items:

- Structural integrity, exterior of the building including the roof, building painting/staining and external building repair
- Patio deck repair and staining
- Concrete foundation and walkways
- Common lights and fixtures
- Exterior hand railings
- Lawn maintenance and snow removal
- Trash removal

- Front entrance doors (painting)
- Roadway and parking lot maintenance
- Trees, shrubbery and plant beds
- Plumbing, carpentry and electrical repairs to common areas
- Extermination of bees, hornets, rodents, termites and carpenter ants, destructive to common property
- Interior damage to the unit (excluding personal property) caused by exterior leaks
- Pool and recreational facilities
- Window framing and leaks. Door framing and leaks
- Common area utilities, e.g. electric, water, sanitary, storm drains

## 2. The Unit Owner

The Unit Owner has general maintenance responsibility for the following items:

- Heating and air conditioning systems
- Kitchen and bathroom appliances and cabinets
- Carpeting
- All doors other than front entrance door
- Screens on windows, sliding doors, porches, and interior doors
- Nail pops, settling cracks (in drywall) and wallpaper
- Ants, mice, silverfish
- Tile and bathroom caulking
- Interior light fixtures
- Interior plumbing
- Plantings installed by current or prior unit owners
- Damage to common area property caused by the Unit Owner, their tenants or guests
- Stains on ceiling, wall, and carpeting, unless caused by an exterior leak
- Snow and ice from front steps, porch, and rear decks
- Maintenance and repair of mailboxes and replacement keys
- Windows and patio doors

- Investor owners shall provide a copy of the Northbrook Community Handbook to their tenants. Additional copies may be obtained from the management company or on our website. Any Unit Owner wishing to lease his unit must comply with the following steps before the lease is fully executed.
  - a. There must be an interview with management and the prospective tenant. The interview will take place at the Northbrook Management Office.
  - b. At said interview, the prospective tenant will need to review and sign a document acknowledging that they have read, understand and will abide by all association rules. Specific areas of concern will be highlighted with the prospective tenant – such as those related to pets, number of occupants, vehicles and businesses.
  - c. The proposed lease will be reviewed by management to make certain the association rules are attached and that it indicates the landlord can be fined for association rule violations and that the landlord can pass those fines along to their tenant. Management will also confirm that the duration of the lease complies with the rules.
  - d. The landlord shall be charged a fee of \$50 by the association for conducting this interview.

### 3. “I’m Not Sure” Responsibilities

Sometimes, living in a condominium can lead to situations which can best be described as “gray areas”. For example - doorbells, insulation, water damage to your ceiling when it rains, flooded basement, suds backing up into a washing machine, etc. When a resident encounters such concerns, they are best served by contacting the management company.

## Maintenance

### 1. How to obtain maintenance service

To obtain service from the Association or Tax District (it does not matter to which entity the request is addressed), please follow the procedures defined below:

- **Emergencies** should be reported immediately to **REI Property Management at (203) 744-8400**. Such emergencies would include things as broken water pipes, sewage backup, a broken step or other items that could result in imminent injury or damage to property.
- **Fire, medical emergencies, crimes** and the like should immediately be reported to the appropriate town agency numbers for police, fire and ambulance which are listed on the back cover of this handbook.
- **Service Requests** for regular or routine maintenance such as roof leaks, landscaping, rotted wood and the like must be made by submitting written service requests, phoning requests in or walk-in requests. Service request forms are available from the management company, at the clubhouse or on our website.

The priorities with which work requests and several programs are performed are determined by the property manager under the budget, policies and guidelines provided by the Board of Directors.

## 2. Routine Maintenance Responsibilities of Owners and Tenants

Note: Any reference herein to the term “occupants” shall include Unit Owners, their tenants, guests, invitees or other occupants of a Unit. Warning – violation of a maintenance standard could lead to a unit owner being charged for the insurance deductible, costs not covered by the insurance company, fines and or other costs that the Association may incur.

- A dehumidifier shall be run in any basement in order to maintain appropriate, healthy humidity levels. Occupants shall ensure that in-line humidifiers (if installed) are turned off during the summer months and turned on during the winter months. If condensation appears on the inside of windows, the humidifier must be turned down. The humidifier filter shall be cleaned as needed.
- Occupants shall turn off the interior shutoffs (usually located in basement or under kitchen sink) for all exterior hose bibs prior to freezing temperatures, shall remove all hoses and shall open the hose bibs from the exterior to drain any excess water.
- Occupants shall regularly check all caulking around tubs, showers, toilets, and sinks to ensure that moisture does not penetrate walls.
- Occupants shall always keep the heat in their Units at a minimum of 55 degrees in the winter, even while they are away, to ensure that pipes do not freeze. Air conditioning shall be kept on and set below 80 degrees during the summer even while homes are vacant to ensure that humidity levels do not get high enough for mold growth.
- Dryer lint screens shall be cleaned out between each use. Dryer vents and ducts shall be cleaned out annually. If a dryer booster fan is installed, it shall be cleaned out and serviced annually. If a dryer booster fan is not installed, any replacement dryers must be able to vent the full length of the duct.
- If a sump pump is present in a Unit, it must be plugged in at all times. Occupants shall pour water in the sump pit once per year in order to ensure that the pump is working.
- Every Unit shall have working smoke and carbon monoxide detectors. Occupants shall change the batteries and test all smoke and carbon monoxide detectors twice a year when daylight savings time begins and ends. Occupants shall replace their smoke detectors every ten years.
- Occupants shall remove snow and ice from the front steps, landings, rear decks and patios. Occupants shall not use sodium chloride (rock salt) on any exterior concrete surfaces such as walks and stoops to melt ice since the freeze/thaw cycle it creates will cause damage to the surface of the concrete. Occupants may use calcium or magnesium chloride to melt snow and ice.
- In the event an Occupant receives approval from the Board of Directors for the installation of anything on the exterior of the building such as a satellite dish, antenna, flagpole, planter,

etc., it is the responsibility of the Occupant to ensure that any penetrations are properly caulked or flashed against water infiltration.

- In the event an Occupant receives approval from the Board of Directors for the installation of a storm or screen door, it is the responsibility of the Occupant to ensure that weep holes are installed so that no moisture can build up between the two doors.
- Occupants may not leave running water unattended and shall take all precautions to avoid overflows.
- All leaking pipes, valves and toilets must be promptly repaired.
- All repairs and installations shall be performed by licensed professionals. Occupants shall be liable for any loss or damage caused by repairs and installations that are not performed by licensed professionals.
- Occupants shall have the chimney flue serving the wood burning fireplace in their unit cleaned at least once every other year, assuming average use.
- Hot Water Heaters. All Unit Owners shall replace their gas or electric hot water heaters once they are more than 10 years past their installation date. However, the replacement standard for tankless heaters is 20 years past the installation date.
- Water Supply Connections to all Appliances. All Unit Owners shall install steel braided, Flood-Check, or equivalent hoses to serve the washing machines, dishwashers, sinks, toilets and refrigerator water feed line in their Unit. Water lines connected to washing machines shall be turned off when a Unit is vacant. Only metal braided hoses are permitted to be used (rubber hoses are not acceptable).
- Occupants shall not use any auxiliary portable or fixed fuel-based heaters (i.e. kerosene, propane, LPG, wood, pellet etc.) inside their Units.
- Occupants shall not leave electrical appliances with the potential to cause significant damage such as washing machines, dryers, and stoves, running while they are not in their Units.
- No electrical device creating electrical overloading of standard circuits may be used in any Unit.
- Hazardous waste shall not be placed in any refuse container or poured down any drain. Trash shall not be stored in any manner as to facilitate the spread of fire or encouragement of vermin.
- HVAC units must have a full inspection at least annually; systems should be serviced by a licensed technician every spring and fall, with furnace filters replaced as needed. The annual inspection shall include the systems, vents, flues used for venting combustion gases or supplying combustion air. All repairs, cleaning, and maintenance must be completed at the time of inspection. Unit Owners are required to maintain receipt records from contractors verifying that the required HVAC inspection and cleaning has occurred.

Unit Owners should retain copies of any documentation related to their compliance with the maintenance requirements set forth herein in order to provide them to the Association in the event that documentation of such compliance is requested.

### 3. Non-routine Maintenance Responsibilities of Owners

- Unit owners may not paint building exteriors. Exterior maintenance and repairs of the buildings are the responsibility of the Condominium Association and are performed on a regular cycle.
- Unit owners who wish to stain their decks or paint doors themselves must obtain approval from the board. The property manager should be contacted for further information on getting the appropriate materials.
- Storm doors are the responsibility of the unit owner to install and maintain and the door must conform to Association standards. Check with the Management Company for storm door/storm window specifications. General cleaning, snow removal and day to day maintenance of decks, unit stairs and stoops are the unit owner's responsibility.
- Damage to screens and glass is the responsibility of the unit owner except when caused by an independent external source other than the unit owner. Doors and windows with condensation between panes will be replaced by the owner when visibility is significantly affected. The insulating effect of double pane windows is not affected by slight interior condensation.
- Leaks originating from outside a unit, such as a roof, basement or sanitary leak, will be repaired by the Association. Damage to the inside of a unit because of exterior leaks will also be repaired by the Association with the following exception: damage to personal property of the unit owners will not be covered by the Association.

## **Building Committee Policies, Practices and Standards**

### 1. Policies and Practices

No unit owner shall make any structural addition, alteration or improvement in or to his unit or to common areas without prior written consent thereto from the Architectural Control Committee. "Variance Request" forms may be obtained from, and submitted to, the management company's office in the Northbrook Clubhouse or on our website. The Committee should respond to the variance request within 45 days after it is received. The Committee will receive approval of the Board before issuing written consent.

Application for limited changes in a building or area may require written reaction of nearby (50 yards) neighbors to the proposed change. These reactions will be considered along with the Committee's basic standards and judgment in reaching a decision.

Appropriate sketches should be attached to the **Variance Request** showing both top and side elevations of the modification. If the modification involves permanent structural changes such as deck extensions, the sketch must also show construction detail such as footings.

The Building Committee and the Board of Directors have the authority to require unit owners to remove, at the owner's expense, and to restore to its original condition any change which has been made or commenced, that does not conform to standards and/or rules set up by the Condominium Association's procedures.

Upon approval in writing by the Building Committee of a requested change, the unit owner will be responsible for:

- Obtaining any necessary building permits from the Town before construction starts. A building permit must be visibly displayed while work is in progress, a copy of which must be delivered to the Board of Directors for deposit in the unit's file.
- Notifying the Committee when construction or installation has been completed so that inspection for conformity may be made by the Committee/superintendent and/or the management.
- Verifying that all contractors are insured and licensed. The Board of Directors may require proof of insurance and license.

**IMPORTANT:** By order of the Town & State Fire Marshal, Northbrook lower levels (basements) cannot be used, advertised, rented or sold as having bedrooms in the lower level. In addition, the Connecticut Dept. of Environmental Protection has ruled that **there may be no more than two bedrooms in any Northbrook Condominium unit.**

## 2. Standards

The Committee has developed specific standards which have been approved by the Board. The Committee does not make or consider exceptions to these standards. Requests for changes which are not directly covered by the above standards are recommended by the consensus or majority vote of the Committee and approved by the Board of Directors. A unit owner may request an appeal of a Committee decision to the Board by written application. If a decision is appealed, the Board will ask the Committee to review its recommendations and report at the next regular Board meeting. In the case of a violation, the Committee may request the Board to impose a fine on the offending owner and, if not paid, place a lien on his unit.

The Board of Directors has the right to overrule any Committee decision.

- **Deck Enlargements** will be considered. Design and color of the new structure must conform to the rest of the building. Support footings must be concrete extending below frost line. A building permit must be obtained.
- **Deck Screening** will be considered only where deck is located entirely under the roofline of the building. Survey of neighborhood reaction is required before consideration. Consultation with the committee is required. **Deck Roofing** and/or **Enclosure** will be considered but approval must be obtained, and town building permits are required. Northbrook Policies and Procedures must be followed. Contact the management company or the Board of Directors.
- **Addition or relocation of doors and windows** will be considered. In the Committee's judgment, changes must not significantly change the architectural integrity of the unit. Windows must be the double hung type.
- **Storm doors** may be installed. Please contact the office for approved design and color.

- **Exhaust vents** through exterior walls, in suitable locations, will be considered only for clothing dryers, kitchen, and bathroom exhausts. All must meet fire department and electrical code requirements. **Attic fans** will be considered on an individual basis.
- **Window awnings** are not permitted. **Deck awnings** will be allowed subject to approval of a variance application.
- **American flags on poles** 6 feet or less may be attached to the front porch of the unit with suitable brackets. Erection of flagpoles on common or lawn areas is not permitted, and those on unit must not interfere with common areas.
- **Miscellaneous**
  - a. Erection of external **T.V. or radio antennas** is not permitted without Board approval. Satellite dishes will be allowed only on rear decks and only with Board Approval. This restriction was instituted in January 2006. Satellite dishes installed elsewhere, prior to that time, have a non-conforming-use status. The dish may stay in place only until the resident occupying the unit, as of January 2006, vacates the premises. At that time the dish must be removed at the unit owner's expense.
  - b. Materially changing the **color** or any exterior surface, including decks, stairs and front porches, is not permitted.
  - c. **Additional entrance lights** and flood or spotlights will be considered. Flood or spotlights may be used only if there are no neighborhood objections.
- **Under deck latticework** is permitted but approval must be obtained, and Northbrook developed Policies and Procedures must be followed. Contact the management company or the Board of Directors.
- **Garbage disposal units** are not allowed.
- **Skylights** will be considered but must be fixed (non-opening) variety and permission must be obtained from the Board of Directors.
- **Window fans and window air conditioning** units that protrude beyond the plane of the window screens are not allowed. Freestanding A/C units may be purchased that stand inside a room and exhaust through a window, but do not protrude outside the building.
- **Emergency Electricity Generators** installation proposals that will be considered for variance approval are those that will be powered by natural gas and permanently installed by a properly licensed and insured contractor. The proposed location must be in the rear exterior of the unit. Installation on the side of a unit may be considered if there is a hardship in terms of placing it in the rear. In terms of proximity to the building, manufacturer requirements must be presented along with your proposal for consideration.
  1. A variance application document must be obtained from the Northbrook Condominium Association and all applicable permits must be obtained from the Town of Monroe Building Department.
  2. Specifications, including color, for the proposed unit must be submitted with the above documents.
  3. The manufacturer specified operating noise level must not be greater than 70 db.

4. No unit larger than 8 kilowatts will be approved.
5. All installation and service must be performed by licensed and insured contractors.
6. A generator cannot be used to serve more than a single Northbrook unit.
7. A heat shield preventing contact with hot components must also be incorporated.

Additional information contained in manufactures installation instruction manuals and any reference to engineering specification sheets become part of the application documents.

## **General Rules and Regulations**

### 1. Landscaping

See Attachment B for the complete policy regarding tree removal and replacements

- Lawn ornaments of any kind are not allowed.
- Belgian Block, Red Brick installed on Edge or black plastic disappearing edging, may be used as an edging between grassy areas and those areas planted with flowers or shrubs. No other edging materials are permitted unless a written request is submitted to, and approved by, the board.
- Retaining Walls may not be installed without approval of the Board of Directors.
- Residents are encouraged to add flowers in front of their units and are responsible for the care and weeding of such. Prior to any tree or shrub planting, a plan must be submitted to the Grounds Committee. The common water supply spigots may be used to water flower gardens, shrubs, trees and lawns. Under no circumstances is the planting of bamboo allowed.
- Vegetable plants are not allowed in gardens or pots.
- No swimming, boating or ice-skating is allowed in the ponds of Northbrook.
- Birdhouses and all other bird feeders are permitted only at the edge of the wood line which must be at least 25' from any unit. No bird feeders of any kind are to be attached to or hung from freestanding trees or shrubs in the common areas or along any waterways or ponds.
- Hummingbird feeders containing liquid feed are permitted on rear decks, in trees directly adjacent to the unit and along the wood line at least 25' from the building. They are not to be attached to the siding, support structures or the windows of any building.
- Any mulch that is applied must be brown.
- Residents may not trim or cut down trees or shrubs planted by the Association.
- Residents may not plant trees or shrubs in the common area without Association permission without written permission from the board.

## 2. Wastewater Treatment Information

For wastewater treatment, Northbrook has a septic system network consisting of 85 separate septic systems. The drains from our sinks, tubs, showers, and toilets discharge to the septic system for your building.

**The following items should NOT be discharged into the septic systems:**

<b>Anti-freeze</b>	<b>Baby Wipes</b>	<b>Cat Litter</b>	<b>Cigarette butts</b>
<b>Coffee Grounds</b>	<b>Concentrated Bleach</b>	<b>Condoms</b>	<b>Dental Floss</b>
<b>Diapers</b>	<b>Drain Cleaners</b>	<b>Facial Tissues</b>	<b>Gauze Bandages</b>
<b>Fats/Grease from Food</b>	<b>Pantyhose</b>	<b>Paper Towels</b>	<b>Pesticides</b>
<b>Photo Solutions</b>	<b>Paint or Varnish</b>	<b>Sanitary Napkins</b>	<b>Tampons</b>
<b>Waste Oil</b>	<b>Water-softener backwash</b>	<b>Septic system cleaners</b>	<b>Hot-tub Backwash</b>

Practicing water conservation and controlling the discharge of the above substances helps to insure dependable wastewater treatment at Northbrook.

**Misuse of the system can result in a unit owner being charged for the cost of any necessary repairs.**

## 3. Pets

- You may own up to two pets per unit, i.e. two cats, a dog and a cat, but not two dogs
- Animals, dogs or cats, are not permitted to roam.
- Pets shall be leashed at all times and the leash must be held by the responsible party. The leash may not exceed 20 feet in length.
- Pets may not be tied to any part of the building, front or back.
- Each pet owner is responsible for removing his or her animal's waste from the common areas. Northbrook's roadside disposal boxes may be used.
- Any pet causing or creating a nuisance or unreasonable disturbance can be permanently removed from the property upon **3 day notice** from the Board of Directors, its acting agent or representative committee.
- No animals of any kind may be bred in Northbrook.

NOTE: Dogs roaming are also a violation of the State Statutes and Town of Monroe ordinance.

#### 4. Decoration of buildings

Decoration of buildings is limited to front and rear deck areas only.

- Flowerpots and planters for flowers may be placed on front porches and on rear decks. They may not be placed on exterior stairs, the grounds (lawn & mulched bed areas) on retaining walls, in the driveway, on steps at the driveways' edge, walkways or in any other common area.
- No flags or pennants, other than the American flag or the State of Connecticut flag, may be displayed. The American flag is to be mounted and displayed only as specified under Building Committee Standards, Item G. It may not be hung against a wall of a unit, porch or deck.
- All holiday decorations are limited to the front porch and rear deck of your individual unit. This does not include exterior stairways, which must be kept clear for safe egress. Holiday decorations are not allowed in the common areas. Decorations, other than lights, are not permitted in the front planting beds, on any shrubs, in the lawn area or attached to any trees. Within close proximity of your unit, you may have holiday lights on trees and bushes. Christmas decorations may be installed after Thanksgiving and must be removed by January 15<sup>th</sup>. Other holiday decorations may be displayed only from one week before until one week after the day of the holiday.

#### 5. Grills

- Open flames, grills, stoves, smoking materials, space heaters or other potential fire hazards shall not be left unattended to avoid damage to any structure.
- Occupants of all units may keep gas grills on open decks or patios that are assigned to their Units as limited common elements. When in use, grills should be kept as far from the building possible, at least 10 feet away if the size of the deck permits.
- Grill mats shall be placed under the grills and must extend beyond the perimeter of the grills.
- Occupants are responsible for any damage to the limited or common elements due to misuse.
- Occupants shall not use charcoal grills unless they are 25 feet from any building while in use and they must be cooled off before storing them under your deck when not in use. No other devices with open flames are allowed.
- Propane tanks may not be stored in any part of the unit.

#### 6. Refuse

- Rubbish, debris and any unsightly refuse shall be kept in Association approved containers with covers that fit the containers. Containers are not allowed out until the morning of pick up day and must be returned inside your unit by that evening at the latest. Plastic bags are not appropriate containers for any food type garbage. Check with management for the pick-up day.
- Your recycling container is the Association approved blue container and should be placed at the curb for pickup early on the pick-up morning and removed by that evening. At all other times, it is to be stored inside your unit.

Note: The Town of Monroe (Public Works) will pick up any old furniture, refrigerators, tires, etc. Call (203) 452-5437 to set up a pickup.

## 7. Television

The entire complex is wired for cable. Residents are responsible for their own cable arrangements and service. Individual antennas may not be attached to any exterior portion of the buildings or common area. A variance request may be submitted for a satellite dish. Satellite dishes will be allowed only on rear decks and may not be attached to, or overhang, any common area. A satellite dish installed elsewhere before January 2006 may remain only until the resident occupying the unit, as of that date, moves. It must then be removed at the unit owner's expense.

## 8. Miscellaneous

- Draperies, blinds or curtains must be installed by each unit owner or resident.
- Outdoor patio furniture is allowed on lawns only while in use. When not in use it must be brought inside the unit or stored on or under the deck.
- Snow shovels, brooms, garden tools, and similar items may not be stored on front decks.
- Skateboarding is not allowed on Northbrook Drive.
- Minibikes, go-carts, power scooters, etc. are not permitted.
- The drying or airing of laundry, rugs, etc. is not allowed on the outside of the units. This includes front porches and rear decks.
- Only one political sign regarding voting matters or elections, (town/city, state or federal) are allowed or those concerning voting issues such as budgets, town/city rule/law changes. Signs are allowed to be displayed 30 days in advance of voting/election matters. Signs must be removed within 24 to 48 hours of the vote/election. Signs must be no bigger than 2'x 2'. Only 2 signs per unit are allowed. Signs may be displayed inside Unit windows, taped to the inside of the storm door or hung on the front door.
- Garden hoses must be stored inside the unit on a hose reel mounted on a wall (or placed) near the unit owner's water spigot or in a commercial storage container made for hoses. If this spigot is located between adjacent garage doors (and upon agreement of the residents who use those garage doors), one hose may be stored on a "wheeled" hose reel, immediately adjacent to the spigot. In this case, the hose and reel must be moved inside the unit during the "snow season".
- No ball playing, or similar activities, on roads or in the parking areas.
- Tag sales (except those sponsored by Northbrook) are not allowed.
- Temporary use of storage pods and dumpsters requires Board approval.
- Erection of tents, canopies or inflatable shelters are not allowed.

- Soliciting is not permitted on any part of the property unless a written request has been approved by the Board.
- Children’s toys are to be brought inside the unit or stored under the deck each night.
- Occupants may store firewood on their exterior decks or patios but may only do so on appropriate wood storage rack off of any wood surfaces and away from sides of buildings. Firewood may also be stored under the decks or in the garage.

## 9. Motor Vehicles

- Only currently registered motor vehicles driven by licensed drivers may be driven on Northbrook roads. Riding of mini-bikes or any unregistered motor vehicle is not allowed within the confines of Northbrook.
- All motor vehicles shall be subject to these motor vehicle rules and regulations as well as rules and regulations promulgated by the Town of Monroe and the State of Connecticut.
- Inoperative (unused for 2 months) motor vehicles must be kept in the vehicle owner’s garage. A violation of said rule shall result in the vehicle being towed at the owner’s expense.
- Commercial vehicles are not permitted to be parked outside overnight. Any vehicle with any one of the following is considered to be commercial:
  - a. Commercial registration.
  - b. Commercial lettering (letters or numbers) unless covered.
  - c. Ladder rack.
  - d. Construction or emergency lights.
  - e. Toolboxes mounted inside or outside the bed of the truck.
  - f. Storage of construction equipment and fuel storage tanks.
  - g. Any vehicle with a gross weight in excess of 10,000 lbs.
- Speeding and reckless driving is not permitted at any time.
- All vehicles must park in designated areas. No vehicle may be parked so it takes up more than one space or in any manner prevents the full use of all parking spaces within the confines of Northbrook.
- Excessive noise, i.e. revving of engines, loud mufflers, long term idling for over 3 minutes or other unreasonable noise shall be prohibited.
- All vehicles which are not operated or parked in conformance with these rules and regulations shall be deemed vehicles “left without authorization” under Connecticut General Statute Section 14-145, and shall be immediately removed from Northbrook, except as otherwise provided for in these motor vehicle rules and regulations. All costs of removal and storage are the responsibility of the owner of the vehicle and/or the unit owner.

- Common water supply is not to be used to wash vehicles.
- Non-motorized trailers rigged to be towed behind vehicles are to be stored only in garages.
- Trucks
  - a. Trucks with no more than four (4) wheels are permitted.
  - b. Trucks that exceed one of the following dimensions or weights can only park in a driveway to load, unload and provide service to the specific unit:

Height = no more than 74 inches.

Length = no more than 235 inches (including trailer hitches).

Width = no more than 80 inches.

Weight, as defined on a Connecticut Registration Certification, curb weight (light weight) = 6,500 lbs., gross weight = 8,000 lbs.\*

- c. Vehicles extending six inches beyond the length of a driveway must not be left unattended at any time.
- d. Vehicles may not be left idling for more than three minutes.

As further reference - Connecticut law also prohibits vehicles of all kinds from unnecessary idling for more than 3 minutes and sets gross weight on parkways to a maximum of 7,500 lbs.

## 10. Roads and Parking

- The speed limit on all roads is 20 MPH or as posted.
- All persons will comply with State of Connecticut laws, Department of Motor Vehicle regulations, and applicable local ordinances at all times on all roads, drives and property.
- The use of a unit's driveway parking space is restricted for use by residents and/or guests of that unit.
- Parking areas shall be used for no other purpose than the parking, loading or unloading of currently licensed motor vehicles.
- Vehicles may not be parked in such a manner as to block or impede access to garages, fire hydrants, mailboxes, sidewalks, fire lanes, or so as to impede the two-way flow of traffic. No parking at any time is permitted on narrow sections of the roads. Overnight curbside parking is not allowed.
- Vehicles in violation will be towed, after reasonable effort has been made to contact the resident or person to whom the vehicle is registered. In addition, following notice and hearing (if requested), a \$50 per day fine may be levied against the resident or person to whom the vehicle is registered.

- Parking areas may not be used for vehicle storage. Vehicles for sale are not allowed with signs on them on Northbrook property.
- Driving or parking of any vehicle on the lawn areas is prohibited.
- Personal Parking – assigned parking spaces for each unit are the unit’s garage and driveway. Limited additional guest parking spaces are located near most units. Residents of a unit may only occupy one of these additional spaces after first using the unit's garage and driveway.

## 11. Automotive Repairs and Maintenance

Automotive repairs and maintenance are not allowed in driveways or common areas. This is allowed in garages only.

# Northbrook Recreation Rules

## 1. Pool Rules

**Please note: SWIM AT YOUR OWN RISK, NORTHBROOK DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY INJURIES WHICH OCCUR IN THE POOL OR AROUND THE POOL AREA.**

- Residents under the age of 14 must, at all times, be accompanied by a guardian that is a resident or is a non-resident guest of a resident that is 18 years of age or older. The resident's pool pass must be presented upon entry.
- Use of the pool is restricted to Northbrook residents and their invited guests only. Guests must be accompanied by the resident at all times. No more than 4 guests per unit are permitted at any one time.
- Each Northbrook resident assumes complete responsibility for the behavior of any of his/her family, guests, etc. and is obligated to pay for any damages done to the premises.
- Residents must be able to present an Association provided Unit # ID tag to enter pool areas. This tag must be visible at all times while in the pool area. Any resident unable to present his/her ID tag will not be permitted to enter the pool area. Your recreation facilities key will unlock the pool gate and restrooms. Lost keys can be replaced by the management at the cost of \$25.00.
- No animals are allowed in the pool area.
- Attire: All infants must wear "Swim Diapers" (or diapers and bathing suits with elasticized legs) in the pool. Children and adults must wear bathing suits in the pool. Cut-off shorts, T-shirts, or shorts are not permitted as bathing attire.
- No running, spitting, smoking/vaping, swearing, fighting, threatening, vandalism, or rough or boisterous play are allowed in either the pool area or bathrooms.
- No head-first diving, backwards dives, flips or twists from side of pool, nor carrying, towing, pushing, or throwing another person in the pool.
- No beach balls greater than 10 inches diameter, no rafts or floats greater than 30" in length, or metal toys of any kind are allowed in the pool. Noodles are permitted.
- Deep end use (past the white line) is restricted to those of adequate swimming ability only, unless accompanied by a parent or adult guardian.
- Excessive loudness of electronic equipment is prohibited.
- All litter must be deposited in the trash container provided.
- No alcoholic beverages are allowed in the pool area.
- No glass containers allowed in the pool area.
- The Northbrook Condominium Association will not be liable nor assume any responsibility for loss of personal property or injury of any kind.

The above rules are in effect at all times. Any violation of the above rules and regulations may result in the loss or suspension of pool privileges.

## 2. Tennis Rules

- The tennis courts are for Northbrook residents. Guests must be accompanied by a Northbrook resident. Keys to the courts may be obtained at the management office.
- Courts are open daily, weather permitting.
- Monday through Friday, court time is available on a first come first “serve” basis.
- On weekdays, please limit playing time before 5:00PM to 1 hour for singles play, and 1½ hours for doubles play. After 5:00PM, playing time per group is limited to 1 hour.
- Players are encouraged to post a “Sign Up” sheet at the Tennis Court, so residents may reserve court time for Saturdays, Sundays, and holidays. “Sign up” for these days should be made on the day of play and limited to one hour per group.
- If sign-up time is not used after 10 minutes, other players may use the court.
- Only Tennis Players are allowed on court areas. Children, dogs, cats, toys, roller skates, skateboards, bikes, etc. are NOT ALLOWED.
- Proper tennis attire is required. Only tennis shoes or sneakers are to be worn on the courts. Swimsuits are not allowed.
- No food, glass containers or alcoholic beverages are permitted in the tennis enclosure.
- No smoking is allowed in the court area.
- Keep the courts clean. Please dispose of chewing gum, tennis ball can lids and garbage in the trash can.
- Professional conduct and courtesy are expected at all times.

Any violation of the above Rules & Regulations will result in the loss or suspension of playing privileges.

PLEASE LOCK THE GATE AFTER YOU LEAVE. Thank you!

## 3. Northbrook Clubhouse Rental Agreement

Northbrook UNIT OWNERS or TENANTS may rent the Clubhouse facility for private functions. Please contact the management office for more information.

## **ATTACHMENT A –NORTHBROOK CONDOMINIUM ASSOCIATION COLLECTION RULE**

1. It is the responsibility of each Unit Owner to pay all common expense assessments, special assessments, fines and other charges imposed upon the Unit when such expenses and charges are due. The Association does not operate for profit and when one or more Unit Owners do not pay charges when they are due, the burden must be assumed by the other Unit Owners. For this reason, the Association will aggressively pursue collection activities when there is a delinquent Unit Owner account. The law does not require the Association to send monthly statements or any other notice when charges are due, except in situations where there is a change in the amount of the monthly charges. Association mailings of statements, overdue statements or management company collection 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 defense to paying such charges when charges are due. It is the responsibility of each Unit Owner to contact the Association with any questions as to amounts owed on a Unit account.
2. Unless otherwise notified in writing by the Association, all common expense assessments and special assessments shall be due by the first of each month.
3. If a Unit account is not fully current by the 15th day of each month, the Unit account will be considered delinquent. The Unit Owner will be assessed late fees, collection costs, and attorney's fees and costs as follows: (A) a late payment penalty of \$35 per month for each month that the Unit account remains delinquent; and (B) attorney's fees and costs incurred in attempting to collect the outstanding amounts due to the Association. The late charge will be imposed after the 15th day of the month each month that there is any amount unpaid on a Unit account.
4. If a payment is made which fails to bring the Unit Owner's delinquent account current and if such payment is thereafter accepted, unless the Unit Owner and the Association enter into an agreement providing for the payment to be applied in a different manner, the sums will be applied in the following order of priority: All amounts received from a unit owner shall be applied first to the oldest open charge on the respective unit owner ledger. This section shall not be construed to require the Association to accept payments of less than the amount required to bring the account current.
5. The Association or its property manager, on behalf of the association may, but shall not be required to, send statements for the Unit Owner's account to the Unit Owner and/or collection letter(s) to the Unit Owner when charges become delinquent.
6. The Association or its property manager, on behalf of the association is authorized to turn over a delinquent Unit Owner's account to the Association's attorney for legal collection proceedings when the amount unpaid on the Unit Owner account is greater than two (2) months of common expense assessments based on the periodic budget last adopted by the Association.
7. Pursuant to the requirements of Connecticut and federal law, the Association's attorney shall make a written demand for payment of the delinquent Unit Owner account to the delinquent

Unit Owner. The written demand shall provide for not less than thirty (30) or not less than sixty (60) days' notice prior to the commencement of collection or foreclosure proceedings. The Association's attorney will have the discretion to determine whether a written demand providing for not less than thirty (30) days' notice and/or a written demand providing for not less than sixty (60) days' notice is required, taking into account various factors, including, but not limited to: the amount of the delinquency existing on the Unit Owner's account; the existence of one or more holders of security interests against the Unit, the history of delinquency on the Unit Owner's account, including repeated payoffs by holders of a security interest against the Unit; abandonment of the Unit by the Unit Owner; or the filing of a Bankruptcy petition which effectively stays collection efforts and causes undue delay.

8. For purposes of the written demand providing for not less than sixty (60) days' notice, the Association's attorney is authorized to perform a title search in furtherance of satisfying the requirements of Connecticut General Statutes Section 47-258(m). Pursuant to the requirements of Connecticut General Statutes § 47-258(m), as amended by Public Act 13-156, the Association's attorney will make a demand for payment in a record upon the Unit Owner and simultaneously provide a copy of such record to all holders of security interests described in Connecticut General Statutes § 47-258(b)(2), if any exist. The written notice to such holders of security interests shall set forth: (A) The amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) are not paid to the Association within sixty days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B). Any notice required to be given by the Association's attorney under this subsection shall be effective when sent.
9. If, following written demand from the Association's attorney, the Unit Owner's account has not been paid in full or a partial payment has been accepted and applied but there remains outstanding a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association, the Association's attorney is authorized to commence collection or foreclosure proceedings against the Unit.
10. Notwithstanding any language contained within this Collection Rule to the contrary, a foreclosure of the statutory lien against a Unit shall be authorized by the Association's attorney as long as the statutory requirements of Connecticut General Statutes Section 47-258 have been met.
11. A Unit Owner with a delinquent account may propose a payment plan in writing to the Executive Board. Any such payment plan will be subject to approval by the Executive Board. There is no standard payment plan and there is no guaranty that any payment plan will be accepted by the Executive Board.
12. Under Connecticut law, the Association is given a limited super priority lien against a Unit for collection of unpaid charges. For this reason, it is the policy of the Association to aggressively

pursue foreclosure and/or collection proceedings and to complete those proceedings as quickly as possible.

13. In some situations, a lienholder with an encumbrance on a Unit, other than the Association, may commence foreclosure proceedings against the Unit. In these cases, the Association's attorney must file an appearance in the action and monitor the action in order to protect the rights of the Association and the Association's lien. The Association, through its attorney, is required to appear in these actions even in instances where there is no delinquent Unit Owner account balance. These actions bring with them the possibility of a transfer of title of the Unit and the Association must appear in the action to monitor at all times who the rightful title owner of the Unit is.
14. All charges, including, but not limited to, attorney's fees, management fees, court costs, title search charges, appraisal fees, marshal fees, court entry fees and any other charges and expenses associated with collection and/or foreclosure proceedings, including any fees and costs incurred in the defense of a lienholder's foreclosure action, shall be chargeable to the delinquent Unit Owner's account.
15. Where one written demand letter has already been sent out by the Association's attorney, the attorney may, but shall not be required to, send a follow-up demand letter reciting a deadline date for payment which is less than thirty (30) days.
16. To the extent that there is a conflict between this Collection Rule and the terms of any standard policy or procedure providing for collection or foreclosure against Unit Owners enacted or implemented by the Board of Directors, the property manager, or any other entity, the terms of this Collection Rule shall govern.

# ATTACHMENT B – NORTHBROOK POLICY GOVERNING TREE REMOVAL AND REPLACEMENTS

## 1. Tree Removal

When a tree is destroyed due to storms, winds, or pests, the following rules will apply:

- Upon notification to management, fallen trees which present a safety issue will be removed as soon as possible by our tree vendor.
- Trees standing but determined by our tree vendor and the Landscaping Committee to be damaged beyond salvation will be removed by our tree vendor.
- Before removal of any stumps, all utilities will be contacted to map out utility lines.
- Wherever possible, residents of affected properties will be notified in advance of removal.
- Wherever possible, tree stumps adjacent to the units will be removed. If utility lines prevent total removal, tree stumps will be ground down and appropriate ground cover (plantings or mulch) will be installed.
- Any tree stumps 25 feet or more from the unit shall be cut to ground level, and not left protruding above the ground. Digging out the stump or grinding will not be approved.

## 2. Tree Replacement

- When a tree to the front or, in the case of end units, to the side of a unit has been removed, where possible a new tree will be planted in the area by our vendor with the approval of the grounds committee. Young trees as recommended by our tree vendor, with approval of the Landscaping Committee, will be planted to replace destroyed trees.
- Trees destroyed to the rear of units or in common areas or public areas will not be replaced. Where trees were originally planted as screening in such areas, the Landscaping committee will review replacement on case by case basis.
- Any unit owner not wanting a tree replacement in front or side of his/her unit must present their request to the Landscape Committee for approval.
- Any unit owner wishing to plant a tree at his/her own expense in ANY area adjacent to their property must first present his/her request to the Landscape Committee for approval. The request, which shall be in writing, must include the proposed location and type of tree.

# Property Management Company

REI Property Management

2A Ives Street, Danbury, CT 06810

Arthur C. Stueck II, President, REI [astueck@rei-pm.net](mailto:astueck@rei-pm.net)

Maggie S. Behan, Assistant Manager, REI [mbehan@rei-pm.net](mailto:mbehan@rei-pm.net)

On Site Office Hours: 7:30 a.m. – 3:00 p.m. (203) 261-9551

Danbury Office Hours: 8:30 a.m. – 4:30 p.m. (203) 744-8400 and hit "0".

**(24-hour emergency answering service at this number also)**

Mail Association Common Fees to:

Northbrook Condo Assoc.

C/O REI

P.O. Box 61685

Phoenix, AZ 85082-1685

Mail Tax District Payments to:

Northbrook Tax District

C/O REI

P.O. Box 61685

Phoenix, AZ 85082-1685

## IMPORTANT TELEPHONE NUMBERS:

Police Emergency	911
Police, Fire, Ambulance- Non-emergency	203-261-3622
Eversource (Gas and Electric)	203-286-2000
Charter Communications	888-438-2427
Aquarion (Water)	800-732-9678
Monroe Post Office	203-261-3880
Monroe Town Hall	203-452-5400

Northbrook Property Map

