



The Rules of The Lake Waubeeka Association

Effective April 28th 2020

These rules have been approved by the Board of Directors of the Lake Waubeeka Association, Inc. (LWA) under authority of its Articles of Association, its By-Laws, the July 24, 1951 Declaration of its developer Lake Tormid, Inc., and Section 47-244 of the Connecticut General Statutes, as amended. The LWA Board may modify these rules at any time. The most current set of Rules will be updated on our website and they will be the controlling authority.

I. Community Government:

- a) The LWA is governed by eleven directors elected by the members. It's officers include a President, First Vice President, Second Vice President, Treasurer, Recording Secretary, and Corresponding Secretary.
- b) The directors meet at least once each month, and all members are invited to attend.
- c) LWA uses multiple means to communicate with Homeowners. Email, website postings and the U.S. mail are used to notify Homeowners about meetings, elections, rule changes and community events.

II. Community Property:

- a) The LWA owns all land identified in the By-Laws other than the members' lots. This includes Lake Waubeeka and it's surrounding perimeter varying between 10 and 45 feet in width, the 50-foot strips under and alongside the roads, access ways to and from the lake, woodlands throughout the community, and the various recreational areas. The LWA can, at its discretion, trim, maintain, or remove all trees and shrubs on these lands, including those planted by Homeowners.
- b) No one may build on, occupy, alter, or otherwise harm these lands without prior written permission from the LWA Board. This includes any changes to, installations of and removals of trees and plantings, septic tanks, decks, patios, docks, walls, fences and anything else that could potentially compromise the lake's shoreline. Safety pruning, cabling and structurally thinning trees and any change to root mass are prohibited except by a licensed professional and pre-approved, in writing, by the Board. Homeowner is required to attend and present in person a complete written scope of the proposed project for review prior to the work commencing. The LWA Board may require a report from a licensed surveyor at the member's expense before final review of proposed work.



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- c) After review, the Board has the right to approve or deny said scope of work in a timely manner. Any disturbance of vegetation or soil near the shoreline requires installation of a silt fence along the LWA shoreline buffer area to prevent runoff in to the lake.
- d) The LWA Board may enforce these rules and protect the interests of the community by imposing fees, fines, AND STATUTORY DAMAGES PURSUANT TO C.G.S. 52-560, AFTER NOTICE AND HEARING, and through litigation in LWA's name if necessary, and as it otherwise deems appropriate and as allowed by law. All legal expenses and legal fees incurred by the Association in connection with enforcement shall be the responsibility of the owner.
- e) The LWA also owns the Community House and other facilities and equipment. No one may damage this property or deprive the community of its use. The cost of repairs, or fine(s) for deprivation of use, may be assessed against the owner after Notice and Hearing.
- f) Homeowners may apply to the LWA Board for written permission to reserve the Community House for private use, for a fee. Proof of insurance, a security deposit, contract and other restrictions, is at the LWA Board's sole discretion, which will be included in the LWA Board's written approval, shall apply.
- g) Community athletic fields and tennis facilities are open from 9:00 a.m. to dusk daily. Use is first-come, first-served and at the user's own risk.
- h) Logging, hunting, trapping, and open fires are prohibited throughout the community at all times.
- i) City ordinances prohibit the burning of any material other than split firewood. Fire pits must be used and attended to at all times. Burning of construction material is strictly prohibited
- j) Smoking is not permitted at any time in the Community House or any other building owned by the LWA.
- k) Littering is not permitted on any LWA property.
- l) Firearms, BB guns, pellet guns, paint guns, bow and arrows, slingshots and other weapons and devices may not be fired or discharged anywhere on LWA property, whether owned by LWA or an individual owner, at any time without the express prior written permission of the Board of Directors unless in compliance with applicable federal and state laws in order to protect the safety of an individual.



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- m) The use of drones over LWA property is regulated by the city of Danbury and those regulations must be adhered to and receive prior written approval from the LWA Board. Prior to the use of the video the owner must submit the unedited video to the LWA Board for review and obtain written permission to use it.
- n) To ensure safe roads and driving conditions, any member regularly discharging liquids from their property onto LWA roads shall be fined.

III. Water System

- a) The LWA owns and maintains the community's water system. No one may damage its pipes or equipment, interfere with its safe and proper operation, or impair the water supply, directly or indirectly.
- b) The LWA will conduct repairs and maintenance of the community water mains at its expense. LWA will also be responsible for all repairs to the shutoff valve. LWA will make repairs when there is a leak from the shutoff valve, however, the cost of repairs is the Owner's responsibility. Owners are solely responsible for the maintenance and repair of the lateral piping from the shutoff valve to their house. The LWA is not responsible for any damage caused to a member's landscaping, fencing, or other structures incurred while conducting such repairs. At its sole discretion, LWA reserves the right to assist in, or make the repair of any broken lateral if the homeowner has been notified in writing of the need for the repair but has not addressed the problem. The homeowner will be billed an hourly rate by LWA after Notice and Hearing.
- c) All homeowners who replace a shutoff valve must place the new valve in the same location and are responsible for the cost.
- d) All members must immediately repair any leaks or other plumbing problems on their property or which they cause. The individual member is responsible to the LWA for any harm resulting from their failure to do so.

IV. Lake and Beaches

- a) The beaches of Lake Waubeeka are open from dawn to 11:00 p.m. daily. No one may contaminate or otherwise threaten the normal and healthy conditions of the lake and its surrounding ecosystem, discharge or abandon any foreign or waste material in it directly or indirectly or deprive the community of its use. Fires are allowed in fire pits only and must be extinguished by 11:00 PM



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- b. The LWA does not provide lifeguards. Swimming, fishing, ice skating, boating, and all other activities in and near the lake are at the user's own risk. All persons are advised to comply with the swimming, boating, and child safety advisories issued by the American Red Cross.
- c. With the exception of LWA or commercial watercraft used for lake maintenance, no powerboats or motorized vessels of any kind are allowed in the lake. Rowboats, canoes, sailboats, kayaks and paddleboats are permitted so long as they are thoroughly cleaned before being placed in the lake to avoid contamination through the introduction of invasive plants or animals. Boats are not permitted in designated swimming areas.
- d. All boats must be parked only in designated areas, tagged with LWA registration stickers, and marked with an owner's name and address. The LWA is not responsible for boats, oars, or other personal items stored or left on community property.
- e. LWA Homeowners are permitted to sleep on the beaches, at their own risk, so long as they do not disturb nearby Homeowners, clean up after themselves by 9:00 AM, and obey all other applicable rules. Beaches must be left in the same condition in which they were found.
- f. Glass bottles/containers, pets, and bicycles are prohibited on the beaches at all times.
- g. Smoking, including e-cigarettes is prohibited on both of the LWA beaches, recreation areas and the community house.
- h. Any Homeowners wanting to hold a party on the beach must notify the board for scheduling purposes and obtain prior written approval. The beach is a shared resource and to manage parking and crowds, LWA can help coordinate accordingly.

V. Residences

- a) Lots in our community are exclusively residential and their use is governed by Danbury Zoning Regulations and the Lake Tormid deed covenants. Only single-family homes of a minimum 600 square feet and garages for up to two cars are permitted. All construction must comply with applicable city of Danbury ordinances, regulations, and permit requirements, as well as the LWA's By-Laws, Rules, and Declaration.
- b) All portions of structures and lots visible from the roadway and neighboring residences must be kept clean, orderly, and free from debris.
- c) All Homeowners are responsible for removing snow and ice from their driveways and walkways, removing or repairing any dangerous conditions, and otherwise maintaining



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- the safety of their property. Shoveling snow into the street should be avoided after plowing has been completed.
- d) Damage caused by dead, diseased, or damaged trees is the sole responsibility of the Homeowner on whose property the dead, diseased, or damaged trees are located. If dead, diseased, or damaged trees causes damage to a neighbor's property, that is a neighbor to neighbor dispute over which the LWA Board does not have the power or jurisdiction to resolve. The LWA Board will, upon request of one of the neighbors, hold a hearing pursuant to C.G.S. 47-278, however, the LWA Board is not authorized to issue any decision after the Hearing concerning the liability arising out of the dispute.
 - e) Fences and outdoor walls may be no higher than 3.5 feet. Any exception exceeding 3.5 feet in height, requires written permission from the Board. Most retaining walls are not considered to be a fence or wall under this rule. New retaining walls to be constructed after January 18, 2009 require the prior review and written approval of the Board before they are built.
 - f) Homeowners may not permit stagnant water and similar breeding conditions for mosquitoes to accumulate or remain on their property.
 - g) All members must have their septic tanks pumped by a licensed servicer at least every 24 months, even if their homes are seasonally vacant, and provide documentary proof they have done so to the LWA. This is necessary to preserve and protect the lake environment, Homeowners' health, and property values. The only exception to this rule is if a Home will be vacant for a 12 month period, the homeowner must request an exception in writing to the LWA Board and also agree to have their water turned off at the main valve prior to the 12 month period and remain off for the duration of the 12 month period.
 - g) The LWA Board must be notified before any sale, transfer, or lease of a property or residence. A resale certificate is required before a home is sold or transferred. Any amounts due and owing must be included in the resale certificate and will be the responsibility of the new Homeowner unless paid by the seller prior to the date of closing.
 - h) Every member who owns a lot on which no residence has been built must, when construction begins, pay a Capital Equalizing Charge. The LWA Board will determine this charge in its discretion to assess a fair contribution toward the existing community facilities for which other members have already been paying.

Lake Waubeeka

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VI. Trees

- a) No one is permitted to remove any tree or vegetation on LWA property.
- b) To protect the health of our Lake, no one can:
 - Remove any trees or vegetation within 45 feet of our shoreline since it accelerates the erosion and reduces filtering of contaminants.
 - Danbury's "Wetland Upland Board" require review and approval of any tree / vegetation removal within 100' of our shoreline.

<http://3ezdec3429u12dn5003td6zh.wpengine.netdna-cdn.com/wp-content/uploads/2017/05/Environmental-Impact-Commission-Regulations.pdf>

https://www.ct.gov/deep/cwp/view.asp?a=2720&Q=325680&deepNav_GID=1907

Violators, after Notice and Hearing, are subject to a remediation plan determined at the sole discretion of the LWA board and implemented at the sole cost of the homeowner, which includes imposition of fines, damages, legal expenses, legal fees, and the cost of remediation.

Please refer to LWA Fines

The board also reserves the right, in its sole discretion, after Notice and Hearing, pursuant to the damages, which can be awarded under C.G.S. section 52-560, in addition to the fines listed above, to assess statutory damages against the Homeowner in the amount of three times the value of the tree(s) removed. The cost incurred by the LWA Board in obtaining an expert's opinion as to the value of the removed tree(s), and all legal expenses and legal fees incurred by LWA in connection with the removal of the trees, shall also be assessed to the Homeowner after Notice and Hearing.

VII. Leasing Restrictions

- a) The LWA has determined that reasonable restrictions on leasing property in the community are necessary to clarify our Declaration's prohibition against business enterprises and boarding houses, to meet underwriting requirements of institutional lenders, and to protect the community's security and property values. These rules must therefore be followed by all owners and tenants.
- b) No house may be leased, rented, or otherwise conferred for possession by a non-owner in exchange for rent or other value unless:
 - 1) The lease is in writing and specifies a term of not less than thirty days.



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- 2) An administrative fee of \$150 must be paid by the Homeowners for when a new lease with new tenants is created. This fee does not apply to lease extensions.
- 3) Every listing agreement for leasing a home must include the notification that the term must be for a minimum of thirty days.
- (4) At least one week after the commencement of any lease, and within one week after any cancellation or change of information, the owner must provide LWA Security with all of the following:
 - i. A complete copy of the lease including all addenda and modifications;
 - ii. The current Homeowner's address and phone number of the owner;
 - iii. The names, home addresses, and phone numbers of all occupants;
 - iv. The make, model, color, and license plate of all tenant vehicles that will enter the community
 - v. An email address of all adult tenants. LWA will not provide security access codes or cards to, and will prohibit entry by, any person for whom all required information has not been submitted.
 - vi. A signed and dated LWA official lease addendum
- c) Subleases are prohibited.
- d) Owners are strictly responsible for the conduct of their tenants and their tenant's guests at all times. Owners are liable for all violations for LWA's Declaration, Bylaws, and Rules as well as all violations of all federal, state, and local laws committed by and fines imposed against their tenants.
- e) Any purported agreement or transaction that contradicts the Declaration, Bylaws, Rules, or applicable law is prohibited and void. No owner may advertise or propose a house for lease in any manner in which, if so leased, would violate the Declaration, Bylaws, or Rules or applicable law.
- f) If any person violates any provision of the lease, Declaration, Bylaws, Rules, or applicable law, the LWA Board may take such action as it deems appropriate and as allowed by law. This may include levying monetary fines of up to \$500 per day against the homeowner, suspending community privileges, filing reports with legal authorities, undertaking eviction proceedings pursuant to C.G.S. 47-244(d)(3), and/or other legal remedies.



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- g) Occupancy by any individual over the age of eighteen (18) years of age shall be considered a tenant and occupancy shall be considered to be a lease whether or not payments are made.

VIII. Pets

- a) All pet owners are solely responsible for their pets at all times. This includes monitoring the pet's own well-being in addition to protecting all people, property, and other animals from them. Homeowners may not allow their pets to make noise disruptive to others.
- b) Pet owners must always curb their pets (i.e., clean up all droppings).
- c) Pets are not permitted on the beaches, athletic fields, or playground, or in the Community House or any other building owned by the LWA. Dogs must be leashed at all times when on community property, except in the fenced dog run adjacent to the athletic fields
- d) No Homeowners may own or keep any animal that is non-domesticated, intended for consumption, or housed in outdoor caging or pens.
- e) All dogs must be accompanied by their owner at all times on community property, including the dog park.
- f) Any homeowner who has an issue with another specific homeowner regarding their pets should first talk to the pet owner and or contact the Danbury Dog Warden.
- g) Homeowners that have invisible fences on their front yards should have clear and visible signage posted so pedestrians are aware.

IX. Household Garbage and Recycling

- a) Household garbage (as defined by the Danbury Health Department) and single-stream recyclables will be collected every Monday; please place your Bins/bags should be placed at your curbside after 4pm Sunday or early Monday morning.
- b) Single stream recycling includes glass, cans, plastic, paper and cardboard.
<https://oakridgewaste.com/>
- c) Large cardboard that does not fit in your trash container or in clear/blue plastic recycling bags should be broken down, stacked and tied neatly and put out with your curbside garbage.



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- d) All household garbage must be properly sealed and secured against wildlife.
- e) Household garbage, recyclables and other refuse may not be left outside homes from Monday evening through 4pm Sunday.
- f) Large furniture items and appliances will be picked up by LWA Maintenance at no charge.
- g) Pickups will be on Monday morning only and should be placed curbside after 4pm Sunday.
- h) Any excessive trash due to a move out, spring cleaning, etc. that exceeds 4x4x8 feet or 4.75 cubic yards, the Homeowner is responsible for its disposal through a 3rd party provider.
- i) Homeowners may also use the dumpster behind the Community House for only household garbage but not for recyclables, construction materials or discarded furniture.
- j) Hazardous Materials such as paint, pesticides must NEVER be placed in household garbage/recycle bins or in the dumpster. For hazardous materials disposal, please refer to this link: <http://hrra.org/household-hazardous-waste/>
- k) All construction materials and debris will not be picked up curbside by LWA, and is not permitted in any community dumpster. Homeowner is responsible for removal. <https://oakridgewaste.com/services/roll-off-container-dumpster-rental/>

X. Community Dumpster

- a) The dumpster behind the Community House is for household garbage/trash ONLY.
- b) Recyclables, furniture, appliances, water heaters, mattresses, carpet or other large items, or other durable goods made of wood, metal, plastic, must NOT be placed inside or left outside of the dumpster.
- c) Pallets and construction debris may NOT be placed inside or left outside the dumpster.
- d) Contractors are NOT permitted to use the CH dumpster.

XI. Yard Debris

- a) Grass clippings must be in a bucket for pickup



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- b) Brush must be cut into nothing greater than 4-foot lengths and not exceed 4" in diameter.
- c) Do not put piles on top of road drainage grates or catch basins
- d) Brush and leaf piles must be separated
- e) Piles need to be on road surface not on curb or in property
- f) Materials bundled with twine is acceptable
- g) If you choose to bag your organic material (twigs, brush, etc.) you must use paper, not plastic.
- h) Any "yard debris" that does not comply with the above list will NOT be picked up and the homeowner will be given a notice of violation. Upon a 2nd notice, the homeowner will be called to a hearing and a fine will be determined.
- i) Under no circumstance is yard debris to be discarded in our Lake and Waterways.
- j) When hiring a Gardener or Landscaping service, "Yard Debris rules "must be communicated by the homeowner with their respective contracted service provider.

XII. Vehicles and Traffic

- a) Motorized vehicles may not be operated or parked on any land owned by the LWA (except on roadways and areas designated for such use), or on any land owned by another member without the other member's permission.
- b) To protect the safety of the Homeowners, especially children, the speed limit for all community roads is 15 miles per hour. All roadway signs (speed limit, one way, stop, no parking, and the like) must be obeyed.
- c) Because the LWA plows snow on community roads, vehicles should not be parked on them during the winter months. The LWA is not responsible for snowplow damage to any vehicle parked along a roadway.
- d) Any parked car blocking another car must display the owner's name and cell phone number on its dashboard
- e) Abandoned, unregistered, and nuisance vehicles on or obstructing community property will be towed at the owner's expense.



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- f) Only legally registered and insured motor vehicles and LWA registered golf carts, operated by a licensed driver, may be driven or parked on LWA's roads and designated parking areas with the exception of LWA vehicles.
- f) No motor vehicles may be operated on LWA's woodlands, trails, fields, parks and common land at any time unless at the express direction from the Board of Directors.

XIII. Docks

- a) All docks on Lake Waubeeka are constructed and maintained by homeowners but are available for use by any Homeowners if they do not trespass on private property. Use of all docks is at the user's own risk.
- c) Docks may not exceed 96 square feet or extend more than 18 feet into the lake. Dressing rooms, oar lockers, and similar structures are not permitted. Docks may not contain Styrofoam or other contaminant materials.
- d) Members must apply to the LWA Board in advance for written permission to construct or modify any dock. All applications must specify:
 - 1. The proposed dock's location and distance to the nearest existing docks in both directions;
 - 2. Its length, width, and height above the water;
 - 3. Manner of attachment and/or floatation; and
 - 4. Construction and finishing materials.
 - 5. At a meeting of which the applicant is given notice and an opportunity to attend, applications will be granted, granted conditioned on modifications, or denied in the LWA Board's discretion upon aesthetic, safety, practical, and other considerations.

The LWA Board may, in its discretion, require any dock it deems to be unsafe or unsightly to be repaired, modified, or removed at the Homeowner's expense. The LWA Board shall give written notice to the Homeowner and reasonable time to make the repairs. In the event the Homeowner does not make timely repairs, the LWA Board will authorize such repairs and, after Notice and Hearing, assess the cost of the repairs, and any legal expense or legal fees incurred in connection therewith, against the Homeowner who has the responsibility for make the repairs.



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XIV. Access Control

- a) Access to the community is restricted by a gate, which is controlled with electronic passes and codes. All vehicles that enter and exit are digitally photographed. However, no one can guarantee any Homeowner's security, and the LWA is not responsible for criminal activity or any failure of the gate system.
- b) No one may damage the LWA's access control equipment, deprive the community of its use, or otherwise compromise the community's security. Breaking the gate and support equipment for any reason is punishable by a fine and the cost of repairs.
- c) Homeowners are responsible for the well-being and conduct of all persons to whom they distribute passes or codes, or otherwise allow access to the community. LWA may request that Homeowners promptly identify all persons to whom they have granted access to the community. Failure to comply may result in the de-authorization of some cards, clickers and codes.
- d) Homeowners and their service suppliers must jointly apply for access for services via Entry Codes, other than the previously authorized and active service providers. Contractors signing a Vendor Access Agreement will be issued a 5-digit access code, which will expire after their contract is completed.
- e) Homeowners are issued cards or clickers plus a dialer ID Code for entry. Homeowners cannot give their assigned cards or clickers to non-Homeowners or contractors. Remember when selling your home, all clickers and passes be either given to new Homeowner or be returned to LWA Security. Clickers and Cards will automatically be deactivated otherwise

XV. Enforcement

The LWA Board may enforce these rules and protect the interests of the community by imposing fees and fines, through litigation in the LWA's name, and as it otherwise deems appropriate and as allowed by law. The following is a non-exclusive list of fines imposed, with reservation that severe offenses may require additional Board actions.

Prior to a fine being imposed a hearing will be held. A decision to impose a fine or fee will be made by the Board of Directors following the hearing.



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XVI. LWA Fines

Violation	Fine
Damaging the security gate/and support equipment	\$200 plus repair costs
Unauthorized LWA Tree and Vegetation removal	<p>The fine for removing one tree is \$250.</p> <p>The fines for removing additional trees increases \$150 for each additional tree</p> <p>For example, if you remove three trees, your total fine will be \$1,200 (\$250 + \$400 + \$550).</p> <p>If you remove seven trees, your fine will be \$4,900 (\$250 + \$400 + \$550 + \$700 + \$850 + \$1,000 + \$1,150).</p> <p>Triple damages authorized by C.G.S. 52-560.</p>
Illegal Dumping anywhere in LWA property	\$300 plus removal costs and EPA fines.
Littering on any LWA property	\$100
Fire on Beach after 11PM or not in fire pit	\$150
Smoking in any LWA Building	\$50
Failure to clean up after a pet	\$150
Failure to obey a roadway sign	\$25



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Violation	Fine
Failure to pump septic tank	\$350 if not done within 6 months of request \$700 if not done within 12 months of request
Operating a motorized vehicle without a valid driver's license	\$100 first offense 2nd offense at Board's discretion
Discharging liquids as defined in Community Property Rules	\$500 per day

- Interest accrues at the rate of 1.5% for each whole or part month upon any assessment, equalization charge, fine, and other debt owed to the LWA for so long as it remains unpaid. A check returned by the bank for insufficient funds or for any other reason will incur a \$35 fee.
- Delinquencies are vigorously pursued. Each member is responsible for all expenses including court costs and attorney fees which LWA incurs for any reason related to the member or the member's property, account, family, tenants or visitors.
- All payments received or recovered by the LWA will be applied against a member's accounts in the following order: Attorney fees and expenses; interest on and then principal of each unsecured debt in chronological order; interest on and then principal of each secured debt not entitled to statutory priority in chronological order; interest on and then principal of each unpaid priority fine in chronological order; interest on and then principal of each unpaid priority special assessment in chronological order; and interest on and then principal of each priority common expense assessment in chronological order.
- The LWA Board has sole discretion to interpret these rules and its By-Laws and Declaration, and also to grant exemptions on a case-by-case basis.
- All legal expenses and legal fees incurred by LWA in enforcing any provision of the Rules may be assessed, after Notice and Hearing, against the Homeowner(s) violating a provision contained herein.



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- XVII. Community Assessment:** (Please refer to COLLECTION AND FORECLOSURE POLICY OF LWA which follows)
- a) All members must pay an annual assessment to the LWA. The Assessment is based on the annual budget divided equally by the number of members. The assessment is payable in several installments and dates as determined by the Board of Directors.

COLLECTION AND FORECLOSURE POLICY OF LWA

Unit is defined as residence or property on which an common expense assessment is due.

WHEREAS, the Board desires to establish a policy governing collection of all amounts due and owing to the Lake Waubeeka Association, (hereinafter the "Association" or "LWA") in accordance with the provisions of C.G.S. Section 47-258(m) and all Unit Owners of the Association expressly agree to the following policy; and

WHEREAS, the Board distributed the policy to Unit Owners for Notice and Comment on March 28, 2020 (minimum of 10 days before the Board adopts the policy at a Board meeting);

WHEREAS, at its April 9, 2020 Board of Directors meeting, the Board adopted the following Collection Policy to be effective as of April 15, 2020; and

WHEREAS, the Board of Directors distributed the adopted policy to all Unit Owners on April 10, 2020, and notified them of its effective date.



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1. COLLECTION AND FORECLOSURE POLICY

Common expense assessments shall be due June 1, September 1, December 1, and March 1.

If payment is not received by the 30th day of the month, the Unit Owner shall receive a Notice of delinquency, which will state that the account may be turned over to legal counsel for collection if not paid in full. If the delinquency is not paid by the last day of the following month, the Unit Owner will receive a second Notice that the account will be turned over to legal counsel for collection when the amount due and owing equals two months of common charges. Failure to receive all notices will NOT invalidate collection efforts.

In addition to receiving the above Notices, the Unit Owner will be assessed late fees, collection costs, attorney's fees, and interest incurred in collecting the delinquency whether or not foreclosure proceedings are initiated.

If a unit owner is delinquent, the Unit Owner grants permission to the Association to notify all mortgagees of record of the amount of the delinquency and provide any information requested by the mortgagees concerning the delinquency.

Eighteen percent (18%) interest shall be assessed to the Unit Owner's account for each month a delinquency exists on a Unit Owner's account regardless of the basis of the delinquency or the amount of the delinquency. A delinquency exists if there is a balance due and owing on the account as of the 30th day of the month. If the delinquency is not paid in full by the last day of the month, then every month thereafter the late fee is assessed on the 1st day of the month if the account is not paid in full.

Any account, which remains delinquent in an amount equal to two months of common expense assessments for 60 days, will be referred to the Association's legal counsel for formal collection action.



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Legal counsel will send a demand letter requiring payment of the delinquency, including all costs of collection and legal fees, within thirty days. If full payment is not made within thirty days, legal counsel shall order a title search and send a second demand letter giving the owner and all mortgagees of record sixty days to pay the full amount of the delinquency. All Unit Owners, by virtue of ownership of a Unit at LWA agree that the Board and/or its agents are authorized to provide all financial information concerning his/her account when in collection under this policy to all mortgagees of record. If full payment is not made by the payment deadline, then legal counsel will commence foreclosure provided the account is delinquent in an amount equal to two months of common expense assessments at that time. All costs incurred prior to or during the foreclosure action, including attorney's fees, shall be the responsibility of the Unit Owner. Costs include, without limitation, title search fee, service fee, recording fee, appraisal, copies, postage, release fee, and filing fee. Failure to send any of the above notices or demand letters, other than those required by law, shall not affect the legality or validity of the collection of the delinquency.

All attorney's fees and collection costs including, without limitation, returned check and bank charges, incurred in collecting, or in attempting to collect, any delinquency owed to the Association, whether or not litigation commences, shall be treated as common expense assessments against the Unit and shall be the Unit Owner's sole responsibility.

If the Association incurs a fee from the management company because the delinquent account is referred to legal counsel for collection, that fee shall be assessed to the Unit Owner's account and shall be paid by the Unit Owner. Payments received when an account is delinquent shall be applied as follows:

First - collection costs, attorney fees, management company fee, and expenses incurred in the collection of any common expenses or delinquency;

Second – fines or late charges;

Third – other charges;



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Fourth – temporary increase in common charges/special assessments;

Fifth - interest:

Sixth - the oldest monthly common expense balance due.

When a Unit Owner has been referred to legal counsel for collection of a delinquent account:

- A. All communications with, and payments by, the Unit Owner shall be made to legal counsel.
- B. Payments shall be made payable to legal counsel as trustee. Any payment made directly to the Association will be forwarded to legal counsel without being deposited.
- C. All requests for a payment plan shall be submitted to legal counsel in writing. The Board will NOT consider any verbal payment plan requests.
- D. If the Board approves a payment plan, all legal fees and costs incurred during the pendency of the plan remain the sole responsibility of the Unit Owner.
- E. No resale certificate shall be issued when a Unit Owner is in collection until the balance of the delinquency, including outstanding legal costs and fees, has been verified with legal counsel.
- F. The Board, after Notice and Hearing, has the right to suspend any right or privilege of a Unit Owner and/or the Unit Owner's invitees, tenants, family, agents, or occupants of Unit Owner's Unit, who fails to pay an assessment pursuant to C.G.S. Section 47-244(a)(19).

This policy is in addition to all rights the Association has under the laws of the State of Connecticut, the Declaration, Bylaws, and Rules and Regulations of the Association.

This policy shall be effective as of the ___ day of April, 2020

Lake Waubeeka

The Rules of The Lake Waubeeka Association

Effective April 28th 2020

Board of Directors