

THE INITIAL RULES
OF
THE KENSINGTON WOODS ASSOCIATION, OF DANBURY, INC.

Initial capitalized terms are defined in Article I of the Declaration. The following Rules apply to all owners and occupants of Units.

ARTICLE I

Section 1.1 – Occupancy Restrictions. All Units are limited to occupancy as a single family residence as provided for in the Declaration. A single family residence is defined as a single housekeeping Unit, operating on a non-profit, non-commercial basis, cooking and eating with a common kitchen and dining area.

Section 1.2 – Use Restrictions. No industry, business, trade or commercial activities shall be conducted, maintained or permitted in any part of a Unit, except for home professional pursuits not requiring regular visits from the public, or unreasonable levels of mail, shipping, trash, or storage requirements. No sign indicating commercial uses may be displayed outside any Unit. No signs or window displays shall be maintained or permitted. No Unit shall be used or rented for transient, hotel or motel purposes.

Section 1.3 – Leases. No Unit may be leased except by written leases in excess of six months. Each lease will be filed with the Executive Board, and written notice given of commencement and termination of possession. Each lease will incorporate the terms and restrictions of the Instruments as a personal obligation of the tenant.

Section 1.4 – Access by Executive Board . The Executive Board, or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner may alter any lock, or install a new lock on any door of any Unit without providing the Executive Board, or its agent, with a key therefor. At the Unit Owner's option, he or she, may require that the key to be enclosed in a sealed envelope with instructions that it shall only be used in emergencies with a report to him, or her, as to each use and the reason therefore.

Section 1.5 – Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains, conventional draperies, and holiday decorations to be hung, displayed or exposed on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matter, if any. No Unit Owner will be allowed to hang, drape or otherwise display laundry on the exterior of any Unit, in the Common Elements, or on Limited Common Elements. Holiday decorations may be installed up to 30 days prior to holiday observance, only on front porches, and must be removed within 10 days after the holiday. Should any damage occur, the repair shall be made by the Unit Owner and, if not accomplished in a timely manner, by the Association which shall then place a lien of record on that Unit.

Section 1.6 – Modifying Exteriors. No Unit Owner, tenant, or other occupant of a Unit may change the appearance of any exterior wall, door, window, porch, deck, or any other exterior surface of any Unit, on the Common Elements or the Limited Common Elements.

Section 1.7 – Appearance. All Unit Owners, tenants, and other occupants of a Unit shall keep and maintain the area in and around their Unit in a clean and neat condition. All porches and decks shall also be kept clean and free of clutter.

Section 1.8 – Penetration of Subflooring. Unit Owners, tenants and occupants are advised that gas lines and other utility lines which could be punctured or damaged run below the Units at Kensington Woods. Damage to utility lines could result in a hazardous situation. For this reason, any penetration from inside the Unit below the subflooring level is prohibited provided, the Executive Board may grant permission for penetrations below the subfloor level (for example, in connection with the installation of hardwood flooring) if, and only if, the following procedure is followed:

1. Unit Owner, tenant or occupant notifies the Board in writing of his/her intention to engage in an activity which would result in penetration below the subflooring level.
2. The proposed activity which would cause penetration below the subflooring is described (for example, installation of hardwood flooring).
3. The Executive Board, in its sole and absolute discretion, shall determine whether the activity described in subsection 2 above merits an exception to the general no penetration policy described in this Section 1.8.
4. In the event an exception is granted pursuant to subsection 3 above, the Association's contractor will inspect under the subflooring of the Unit (removal of portions of the subflooring may be required) to determine if the proposed penetrations of the subfloor pose any risk of damage to utility lines running beneath the subflooring. The Unit Owner, tenant, or occupant proposing the activity described in subsection 2 above shall be responsible for the cost associated with the removal of any subfloor to facilitate an inspection of the utility lines below the Unit. The Association shall be responsible for the cost associated with having a plumber conduct the inspection to determine if protective measures must be taken with regard to any utility lines lying below the subflooring.
5. If the inspection described in subsection 4 above reveals that measures must be taken to protect utility lines below the Unit's subflooring, the Association shall incur the cost of any protections or corrections to the routing of such utility lines which are necessary to protect the utility lines.

Any Unit Owner, tenant or occupant who violates the requirements of this Section 1.8 shall be solely responsible for any cost, claim or damage which results as a result of the Unit Owner, tenant or occupant's failure to observe the requirements of this Section 1.8. Any Unit Owner, tenant or occupant who violates the provisions of this Section 1.8 shall indemnify and hold the Association, as well as the Unit Owners, their tenants or occupants, harmless from any claim, cost, damage or expense which results from any violation of this Section 1.8.

ARTICLE II

Use of the Common Elements

Section 2.1 – Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of Units.

Section 2.2 – Proper Use. Common Elements shall be used only for the purpose for which they were designed. No person shall interfere with the proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits, the enjoyment of the Common Elements by others.

Section 2.3 – Alterations, Additions or Improvements to the Common Elements. No alterations, additions or improvements may be made to the Common Elements. No articles other than holiday decorations shall be hung on the exterior of any Unit, or exposed, or placed on the outside walls, or doors, of a Unit, or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed from, or in, any window.

Section 2.4 – Solicitation. There shall be no solicitation by any person anywhere within Kensington Woods for any cause whatsoever, unless invited by the Unit Owner, tenant, or other occupant to be solicited, or specifically authorized by the Executive Board.

Section 2.5 – Climbing. Climbing of any tree or structure is prohibited.

Section 2.6 – Digging. No digging, or pulling up of the sod, is permitted, unless allowable under Section 2.3 hereof.

Section 2.7 – Supervision of Children. All children must be supervised by an adult while they are playing in the Common Elements. Their safety is the responsibility of the parent or guardian, whether, or not, they accompany the child. All children must wear helmets while riding bicycles within Kensington Woods.

Section 2.8 – Transformers. All residents and guests should stay away from pad mounted electrical transformers, if any. If any locks are broken or missing it should be reported to CL&P at 1-800-286-2000.

Section 2.9 – Enforcement. Offenders identified to the satisfaction of the Executive Board as vandals of the Common Elements will be dealt with firmly, and may be prosecuted. Compensation will be sought from the offenders, as well as fines imposed on the Unit Owner, tenant, or occupant deemed to be the responsible party. Fines imposed will be the maximum allowable by law.

Section 2.10 – End Units. The owners of Units located at either end of a building shall have no greater right to use the Common Element grounds adjacent to their Units than any other Unit Owner. Without limitation, no Unit Owner may install any kind of electronic or other fencing on the Common Elements, or any other device designated to keep pets out of doors in a contained area, without obtaining consent of the Association.

ARTICLE III

Use of Units and/or the Limited Common Elements

Section 3.1 – Exterior Displays. No Unit Owner, tenant, or other occupant of a Unit may place any sunscreen, blind, storm shutter, screen door, awning or clothing, bedding, towels, rugs, or other similar items on any Unit or Limited Common Element, without securing the written approval of the Executive Board before installation. No Unit Owner, tenant, or other occupant of a Unit may erect any exterior lights, sign, or attach any structures, or fixtures to or within the Common Elements.

Section 3.2 – Electronic Devices. No Unit Owner, tenant, or other occupant of a Unit may erect, construct, or maintain any wire devices, antennas or other equipment, or structures, on the exterior of the Unit or on, or in, any Limited Common Areas or on the Common Elements, except by written consent of the Executive Board prior to installation.

Section 3.3 – Kerosene Heaters. No Kerosene heaters may be used within Units.

Section 3.4 – Gas Grills. Operating a barbecue grill in a garage is prohibited. No charcoal grills are permitted.

Section 3.5 – Storage. Decks and porches should not be cluttered with personal items. No toys, bicycles, sports equipment and the like may be stored on Limited Common Elements at anytime.

Section 3.6 - Satellite Dishes. Satellite dishes, not to exceed 24 inches in diameter, are permitted to be professionally installed by Unit Owners after submitting a Satellite Dish Authorization Form and receiving a confirmation letter of receipt by the Executive Board. (See Satellite Dish Authorization Form attached as Appendix A.) Unit Owners will be held solely responsible for any and all damage to Unit(s), common and or limited common areas resulting from the installation, maintenance, use or removal of said satellite. Owner(s) acknowledge that the Executive Board shall be entitled and authorized to repair any such damage and the Executive Board shall charge any expenses associated with the repair of said damage to the Owner(s)' Unit account.

Section 3.7 – Enforcement. Offenders identified to the satisfaction of the Executive Board as vandals of the Common Elements or Limited Common Elements will be dealt with firmly, and may be prosecuted as vandals. Compensation will be sought from the offenders, as well as fines imposed on the Unit Owner, tenant, or other occupant of the Unit. Fines imposed will be the maximum allowable by law.

ARTICLE IV

Insurance

Section 4.1 – Increase in Rating. Nothing shall be done, or kept, which will increase the rate of insurance on any of the Units, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept, on the Property which will result in the cancellation of insurance coverage on any of the Units, or contents thereof, or which would be in violation of any law.

Section 4.2 – Rules of Insurance. Units Owners, tenants and occupants shall comply with the rules and regulations of all applicable fire rating associations and as contained in any fire liability insurance policy providing coverage for the Property.

Section 4.3 – Reports. Damage by fire, or an accident affecting the Property, and the person(s) injured by, or responsible for, any damage, fire or accident must be promptly reported by any person having knowledge thereof, to the managing agent, or to a Director.

Section 4.4 – Smoke Detectors. Smoke detectors must be installed and maintained in every Unit in accordance with applicable State of Connecticut building regulations.

ARTICLE V

Rubbish Removal

Section 5.1 – Refuse. All refuse must be deposited in the garbage receptacles and placed at curb side for pickup on the designated day each week. Recycled refuse is to be separated in accordance with the guidelines established by the refuse vendor and placed at curb side on the designated day for pickup. All refuse containers must be returned to the interior of the Unit on the same day as the pickup.

Section 5.2 – Hazardous Waste. Chemicals, or any hazardous waste (e.g.: motor oil, antifreeze, paint, etc.), shall not be put in any refuse container for pickup, or poured down any drain on the Property. All other items (e.g.: appliances, furniture, etc.) should be taken to the City of Danbury's Recycling Facility by the Unit Owner, or resident, or arrangements made with a private trash company to pick up same.

ARTICLE VI

Motor Vehicles

Section 6.1 – Compliance with the Laws. All persons will comply with the Connecticut State Department of Motor Vehicle Regulations, and all applicable local ordinances, while on the Kensington Woods Property.

Section 6.2 – Speed Limit. The speed limit within Kensington Woods is 15 miles per hour. Speed limit and stop signs must be obeyed. Please drive on the right side of the roadway.

Section 6.3 – Limitations on Types of Vehicles. No vehicles of any kind other than automobiles and trucks having a carrying capacity of one ton or less, may be parked on any part of the exterior of the Common and Limited Common Elements. Prohibited are such vehicles as campers, trailers, boats, vehicles with more than four wheels, trucks over one ton, any off-road vehicle, and/or any commercial plated vehicle. Such vehicles may, however, be kept in garages with the door closed provided that you do not require any additional parking spaces

Section 6.4 – No Parking Areas. No vehicles may be parked in any area other than designated parking and parked in such a manner as to block access to fire hydrants, sidewalks, pedestrian crossing areas, designated fire lanes, or emergency access ways, or to restrict clear two lane passage by vehicles, nor shall they be parked in any other Unit's assigned parking space(s). Vehicles in violation will be towed after reasonable efforts to contact the owner have been made. In addition, a \$50.00 per day fine may be levied against the Unit Owner, tenant or occupant to whom the vehicle is registered for the period that the vehicle violates these rules following Notice and Hearing.

Section 6.5 – Prohibited Vehicles. Vehicles that display a trademark, business logo, for sale sign, or any advertising message shall not park overnight on any of the Common or Limited Common Elements, except those vehicles which are temporarily on the Property for the purpose of serving the Property itself, or one of the Units thereon.

Section 6.6 – Unregistered Vehicles. Unregistered vehicles parked on the Common or Limited Common Elements for more than 24 hours must be removed from the Property until legally registered. Operating

unregistered vehicles including mopeds, off road vehicles and motor bikes on the roadways, or on the Common Elements of Kensington Woods, is prohibited. Unregistered vehicles will be tagged by the management agent or the police department and then towed at the owner's expense.

Section 6.7 – Vehicle Operators. All vehicles on the roadways within Kensington Woods must be operated by licensed drivers. Persons with learning permits are not considered licensed drivers.

Section 6.8 – Repairs. No major, or time consuming, vehicle repairs are permitted.

Section 6.9 – Visitor Parking. There are two parking spaces for each Unit which may include an interior garage. These parking spaces are referred to as your "primary parking" spaces. Visitor parking spaces can be used under the following conditions when the Unit Owner's two primary parking spots are occupied:

- o by a visitor of a Unit Owner for up to 72 hours consecutively; or
- o by a Unit Owner for up to 72-hours consecutively, only if the resident has a visitor who is parked in at least one of the resident's primary parking spaces.

Section 6.10 – Restricted Parking. The use of the visitor parking areas and/or any roadway as additional parking space is prohibited. All parking regulations will be strictly enforced. One warning will be issued following by a fine, or towing, or both. The Executive Board has the right to remove vehicles with no prior notice for emergency purposes.

Section 6.11 – Number of Vehicles Per Unit. Only two registered motor vehicles per Unit are normally allowed to be parked on the Kensington Woods Property. However, three registered vehicles per Unit are the maximum allowed under any conditions.

ARTICLE VII

Rights of the Declarant

The Declarant may make use of the unsold Units and Common Elements as may facilitate completion and sale of Kensington Woods including, but not limited to, the maintenance of sales offices, the showing of the Common Elements and unsold Units, and the display of signs. Entrance into construction, or Declarant's restricted, areas will only be permitted when accompanied by a representative of the Declarant.

ARTICLE VIII

General Administrative Rules

Section 8.1 – Consent in Writing. Any consent or approval required by these Rules must be obtained in writing and may be revoked at any time by resolution of the Executive Board, subject to Notice and Comment, or Notice and Hearing at the option of the Executive Board.

Section 8.2 – Complaints. Any formal complaint regarding the management of the Property, or the actions of other Unit Owners, tenants, or residents shall be made in writing to the Executive Board, or to an appropriate committee thereof.

Section 8.3 – Renting. Unit Owners renting their Units are responsible to pass on to their tenants the Rules, regulations, important information, and Association correspondence. Unit Owners are responsible for all fines levied against their Unit(s).

Section 8.4 – Tag Sales. Tag sales and garage sales are not permitted without the prior written consent of the Executive Board. Please address any such written request to the Executive Board at least one month prior to the scheduled sale.

Section 8.5 – Common Expenses. Common Expenses are due on the first of each month. Payments received after the tenth of the month will be subject to a late charge of \$25.00 per month.

ARTICLE IX

Pets

Section 9.1 – Household Pets. Each Unit Owner may keep one (1) dog which shall not act in a way which creates a nuisance for other Unit Owners, or tenants. Each Unit Owner may also keep one (1) cat or, if they have no dog, two (2) cats. Subject to the other provisions of this Rule, Owners may also keep caged birds and tropical fish. Otherwise, no animals, birds, or reptiles of any kind, will be raised, bred, or kept within Kensington Woods, or brought on to the Common Elements, unless approved in writing by the Executive Board, or the Manager of the Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance, or unreasonable disturbance, or noise, will be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Dogs are not permitted in any portion of the Common Elements unless carried or on a leash, no dogs will be curbed in any courtyard or close to any patio, except in the street, or special areas designated by the Executive Board. Unit Owners are required to promptly pick up and remove all pet droppings. The Unit Owner will compensate any person hurt or bitten by any dog, and the Unit Owner will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction), as well as hearing ear dogs.

Section 9.2 – Repairs. Pet owners shall be responsible for the repair and/or additional maintenance required because of damage caused by their pets to lawns, shrubs, trees, etc.

Section 9.3 – Leashes. All pets must be hand leashed. Pets are never to be tied up outside unattended, or left to roam on their own.

Section 9.4 – Pet Nuisance. Pets shall not cause or create a nuisance, unreasonable levels of noise or a disturbance. Repeated complaints from several Unit Owners located in Units, adjoining and/or adjacent to the pet's location, shall constitute unreasonable behavior.

Section 9.5 – Clean Up. All pet owners or attendants, are responsible to immediately pick up after their pet and properly dispose of the waste.

ARTICLE X

Actions of Owners and Occupants

Section 10.1 – Annoyance and Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, Limited Common Element, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be, or become, an annoyance, or nuisance, to other Unit Owners tenants or occupants. No Unit Owner, tenant or occupant, shall make, or permit to be made, any disturbing noises by him or herself, their children, his or her servants, employees, agents, visitors, licensees and pets, nor do or permit such persons to do anything that will interfere with the rights, comforts or convenience of other Unit Owners, tenants, or occupants. All Unit Owners, tenants and other occupants shall exercise extreme care not to make noise, including automobile related noise, or the use of musical instruments, radios, television, and amplifiers that may tend to disturb other occupants of Kensington Woods.

Section 10.2 – Compliance with Laws. No offensive, or unlawful, use may be made of the Property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Connecticut, as well as all ordinances, rules and regulations of the City of Danbury. Any violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, and the cost of prosecution for the violation, or noncompliance herewith.

Section 10.3 – Indemnification from Actions of Others. Unit Owners shall hold the Association and other Unit Owners, harmless for their actions, as well as those of their tenants, guests, servants, employees, agents, invitees, licensees, children and pets.

Section 10.4 – Employees of the Managing Agent. No Unit Owner shall utilize the services of any employee of the managing agent, or any contractors which they may employ, for any private business of the Unit Owner, nor shall they be used for the individual benefit of any Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association after written consent is obtained from the Executive Board.

Section 10.5 – Water Usage. No Unit Owner shall allow the unreasonable, or excessive, use of water supplied to each Unit, and Unit Owners shall conserve water by the use of water-saving devices for all plumbing fixtures to the extent that such devices are commercially available. No Unit Owner shall allow the unreasonable, or excessive, use of water provided by interior plumbing fixtures outside of any Unit, or on the Common Elements.

Section 10.6 – Alternate Dispute Resolution. Pursuant to Section 47-244(a) (18) of the Act, the Executive Board requires that disputes between the Executive Board and any Unit Owner, OTHER THAN DISPUTES WITH RESPECT TO NON-PAYMENT OF COMMON EXPENSE ASSESSMENTS, or between any two Unit Owners, regarding any aspect of the community, must be submitted to non-binding alternative dispute resolution in accordance with this regulation as a prerequisite to commencement of a judicial proceeding.

The Procedures to be used are as follows:

First, any person who intends to or is required to use the procedures of this regulation (the "Application") must notify the Association and any other person involved in the dispute, in writing, that

the Applicant is using the dispute resolution procedures of the Kensington Woods Association, Inc.'s Rules.

The notice should also contain a concise statement of the subject of the dispute.

Second, the President of the Executive Board, or the President's designate, (in either case, the Association's Representative") must promptly meet with the Applicant. If the Applicant's dispute is with the Association, or the President, the Association's Representative should be, if practical, a Director, property manager, or other Unit Owner who is not directly involved in the subject matter of the dispute. If the dispute is not with the Association, the Association's Representative should also ask to meet with the other parties to the dispute, either with the Applicant, or separately.

Third, at the first meeting, and at any subsequent meetings which all the parties feel may be helpful, the Applicant, the Association's Representative and any other parties to the dispute may first seek to satisfactorily (if not amicably) resolve the matter, without any further proceedings.

Fourth, if a satisfactory resolution under the third step is not feasible, the Association's Representative should seek to identify an additional procedure for resolution of the dispute. The procedure should be, if possible, one that is mutually satisfactory to all parties to the dispute. However, at a minimum, the Association's Representative may require, in the sole discretion of the Association's Representative, that the Applicant and the other parties to the dispute participate in either, but not both, of the following procedures, before any lawsuit may be filed:

- (i) Individual mediation: The Association's Representative may retain, at the Association's expense (if any expenses are incurred), an individual or organization who either on a volunteer or compensated basis, is willing and able to serve as a neutral third party to attempt to mediate the dispute. Unless the parties to the dispute agree on the identity of the mediator, the mediator should be a person who is neither a Unit Owner or the property manager at Kensington Woods.
- (ii) Panel mediation: Alternatively, the Association's Representative may choose panel mediation. In that case, the Applicant should pick a mediator of his choosing, and the Association's Representative (if the Association is the party to the dispute) or, otherwise, the other party, or parties, to the dispute, shall themselves each select their own mediator, and those mediators shall attempt to select an additional mediator.

The costs of panel mediation shall be paid in equal shares by the parties to the mediation, so long as the cost of the first meeting to any one party does not exceed \$100.00.

Fifth, regardless of the form of mediation selected, the first mediation meeting under the fourth step should occur no later than fifteen (15) calendar days after the meeting which occurs as result of the third step. Neither the Applicant or any other party shall be required to attend more than one meeting with the mediator(s). The mediators selected should try and use all reasonable efforts to resolve the dispute by voluntary means, including any additional meetings which are acceptable to the parties.

Finally, if the dispute cannot be resolved under the foregoing procedures, the Applicant shall be free to pursue any legal recourse available.

ARTICLE XI

General Recreation Rules

Section 11.1 – Limited to Occupants and Guests. Passive recreational facilities, the clubhouse, pool, open space and woodlands within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests, not to exceed four (4) people. All facilities are used at the risk and responsibility of the user, and the user will hold the Association harmless from damage or liability claims by virtue of such use.

Section 11.2 – Ejection for Violation. Unit Owners, members, guests and tenants may be summarily ejected from any recreational facility in the event that they violate the Association's Rules, and may be suspended from utilizing same until the time for Notice and Hearing concerning such violation, and thereafter suspended for the period of time established as a result of such a hearing.

Section 11.3 – Proper Use. Recreational facilities will be used only for the purposes for which they were designed. They may not be abused, overcrowded, vandalized, or operated in such a way as to prevent, or interfere with, permitted play, or use by others.

ARTICLE XII

Swimming Pool

Section 12.1 – Shower Before Entry. All persons will shower at the pool before entering the pool, or reentering the pool.

Section 12.2 – Diseased Persons. Any person known or suspected of having a communicable disease shall not be permitted to use the pool.

Section 12.3 – Spitting or Blowing Nose. Spitting, or blowing one's nose in the swimming pool, is prohibited.

Section 12.4 – Boisterous Play. Running and boisterous or rough play is prohibited.

Section 12.5 – Regulations of the Department of Health. All regulations of the Connecticut State Department of Health are included herein by reference.

Section 12.6 – Rules Concerning Guests. Guests must carry the Unit Owner's Identification Tag. All guests under the age of 16 must be accompanied by an adult at all times.

Section 12.7 – Children in the Pool. Children under the age of 12 will not be allowed in the pool area unless accompanied by an adult. Children who normally wear diapers must wear swimsuit diapers of the type that prevent leakage when using the pool.

Section 12.8 – Portable Radios, CD's, etc. Radios and musical reproduction devices are prohibited from the swimming pool area, unless they are outfitted with earplugs, such that music will not be audible to anyone other than the owner of the device.

Section 12.9 – Prohibited Items. Alcoholic beverages, pets, glassware, electrical appliances, underwater breathing apparatus, knives or other dangerous items are prohibited in the pool area.

Section 12.10 – Additional Rules. Please refer to the rules posted at the swimming pool which are included herein by reference.

ARTICLE XIII

Kensington Club

Section 13.1 – Keys. All Unit Owners shall be issued a key to the Arlington Club. In the event that you lose this key, the cost of a replacement key will be \$100.00.

Section 13.2 – Boisterous Activities. No boisterous activities, rough play, running, dangerous activities and unattended minor children shall be permitted within the Kensington Club.

Section 13.3 – Kitchen. Use of the kitchen facilities is limited to Unit Owners, and their invitees who have rented the Arlington Club for a private function. The rental policy for the Kensington Club is described in Appendix C hereto.

Section 13.4 – Exercise Room. The exercise room is available to Unit Owners at all times. Please be advised that the use of this facility is not supervised and Unit Owners should be aware that their use of same is entirely at their own risk. Please observe the rules and regulations which are posted within the exercise room.

Section 13.5 – Smoking. The entirety of the Kensington Club is a non-smoking area. Anyone who continues to violate this policy after reasonable notice may be suspended from utilizing this recreational facility.

Section 13.6 – Alcoholic Beverages. Unless a Unit Owner has rented the Kensington Club and is legally responsible for the actions of his invitees, no alcoholic beverages may be brought into the clubhouse, or consumed on the premises.

Section 13.7 – Destruction. Anyone who destroys the furnishings, decorations, or equipment located in the Kensington Club shall be financially responsible for the repair, or replacement, of the damaged, or destroyed items(s).

Section 13.8 – Gambling. No gambling, or any other illegal activity of any form, may be conducted within the Kensington Club, or anywhere on the Kensington Woods Common Elements.

Section 13.9 – Attire. No one shall be permitted within the Kensington Club, unless he, or she, is properly attired. Shirts and shoes must be worn at all times in areas other than the exercise room and

locker facilities. Individuals wearing wet swimsuits are prohibited from all parts of the Kensington Club, other than the locker rooms and the hallway leading thereto.

Certified to be the initial Rules adopted by the Executive Board on its date of organization.

KENSINGTON WOODS ASSOCIATION, INC.
OF DANBURY

By: _____
Carl R. Kuehner, President

Appendix A

Satellite Dish Authorization Form

Date: _____

Unit Owner(s) Name(s): (Must be identical to the legal ownership of the Unit)

Unit Owner's Address: _____
Phone Number: _____ (Work) _____ (Home)

Installer of Satellite
Company Name: _____ **Phone Number:** _____

Contact Name: _____ **Address:** _____

Type of Satellite: Owner must submit with this form a copy of the type and installation specifications of the satellite to be installed.

Insurance: Owner must provide with this form a certificate of insurance from the installer of the satellite naming the Kensington Woods Association of Danbury, Inc. as an additional insured.

Location of Satellite: Owner must submit a diagram showing the proposed location of the satellite. Owner understands that satellites are only permitted on the rear roof elevation of the buildings and Unit Owners and their installers will make best efforts to locate the satellite in the least visible location without compromising an acceptable level of reception.

Upon receipt of a counter signed copy of this form, Owner(s) acknowledge that they will be responsible for any and all damage to any Unit(s), Common and/or Limited Common Areas resulting from the installation, maintenance, use or removal of said satellite and related wiring or accessories, if any. Owner(s) acknowledge that the Executive Board shall be entitled and authorized to repair any such damage and the Executive Board shall charge any expenses associated with the repair of said damage to the Owner(s) Unit account. This obligation will continue and transfer with the Unit unless and until a release form is received from the Executive Board acknowledging the removal and repair of any damage from the satellite.

Agreed and Accepted:

Unit Owner(s):

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Executive Board Acknowledgment of Receipt:

Signature: _____ Date: _____
Print Name: _____ Title: _____

Appendix C

KENSINGTON Club Form

Section 1: To be completed by Renter

Please read the Kensington Club Rental Policy. Complete this section and return no later than two (2) weeks prior to the rental date. Enclose two (2) checks, one for the Security Deposit and the other for the Rental Fee. The cleaning fee is optional. However, if the facility is not satisfactorily cleaned, a cleaning fee will be applied to the Unit Owner's account.

Renter's Name: _____

Phone Number: (Home) _____ (Work) _____

Owner's Name: _____ (Unit #): _____

Owner's Address: _____

Phone Number: (Home) _____ (Work) _____

Rental Date: _____ Hours of Usage: From _____ To _____

Rental Purpose: _____

Maximum Attendance Expected: Adults: _____ Children: _____

The Unit Owner must sign this form and assume full responsibility for any rental.

I hereby attest that the information provided above is accurate. I have read the Kensington Club's Rental Policy and accept all of its conditions.

Unit Owner's Signature

Date

Section II: To be completed by the Manager.

Fees	Date Received	Check No.	Date Returned
Rental: \$100.00			N/A
Deposit: \$250.00			
Cleaning: \$100.00			N/A

Section III: Cleaning Inspection

Inspection Date: _____ Time: _____

Condition: _____

Comments: _____

Inspector: _____