

STONYBROOK GARDENS COOPERATIVE, INC. RULES & REGULATIONS

The Board of Directors of Stonybrook Gardens Cooperative, Inc. have adopted the following Rules and Regulations in the hope of providing a secure, stable, and attractive community for all its Members/Owners. You are urged to read this document carefully and in the spirit of the meaning of “community”, you are urged to be “Cooperative”.

The goal of this Cooperative is to achieve stable community-living of “optimum character and pleasure”.

Member/Owner violating any of these Rules and Regulations shall correct said violation immediately upon notice from the Cooperative. If the Member/Owner fails to correct said violation, the violation shall be corrected by the Cooperative and the cost of correcting said violation shall be added to the Member’s/Owner’s Carrying Charges.

AIR CONDITIONING, FURNACE & FURNACE ROOM: April 18, 2017- June 18, 2019

Approval Process: A central air unit or a furnace shall not be installed or replaced without the prior written consent of the Board of Directors. The Member/Owner shall submit a signed written request, which shall include the Member/Owner’s name, unit address, and the location of the central air condenser or furnace. Upon written receipt of Board approval and prior to the start of installation, a copy of the Town of Stratford permit and contractor’s Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Restrictions: All furnace rooms shall be equipped with their own working smoke/carbon monoxide detectors. The member/owner shall not use the furnace room to store any combustible items or materials. Any items stored in the furnace room in non-combustible containers must be kept at least three feet from the furnace and/or water heater at all times. Should the furnace room be used for limited storage or as

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space for the member's washing machine and/or dryer, that space should be kept organized, clean and clear of clutter to reduce the possibility of fire or the creation of hazardous conditions. The member/owner shall insure the waste water pipes of the washing machine are properly connected to the unit's waste pipes so that no waste water is disposed of in the crawl space or in the surrounding yard. The member/owner shall have the dryer properly vented through the exterior of the building according to the State Building and Fire Codes. It is recommended that the exhaust pipe of the dryer be checked once a year to ensure proper venting and to prevent the buildup of lint. Members are reminded to clean the dryer lint screen frequently. To ensure that potential fire hazards are eliminated, the Cooperative reserves the right to conduct random inspections of furnace rooms to ensure compliance with these provisions. Units that are found to be out of compliance with these furnace room maintenance standards are subject to fines being assessed by the Board of Directors. (June 18, 2019) The installation of wood burning stove is ***strictly prohibited***. (Effective 3-21-17)

Installation Process: Installation shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the installation time. The Member/Owner shall be required to enclose around the bottom of all furnace rooms with the following *materials only: wood lattice, plywood, block, brick, and/or wire screening*. This ensures that animals cannot get underneath.

Maintenance: The Member/Owner shall be responsible for the maintenance of all heating and air conditioning systems or unit(s) including, but not limited to, the central air condenser, furnace, thermostat, wiring and plumbing. In addition, the Member/Owner shall also be responsible for all damage caused to any window(s) and/or the surrounding framing, walls (interior or exterior) caused by the improper installation of a window air conditioner.

ALTERATIONS, ADDITIONS, AND/OR IMPROVEMENTS:

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1. Members/Owners shall not make alterations, nor additions, nor improvements to the Duplex or Step Dwelling Unit or adjacent grounds without the prior written consent of the Board of Directors and required permits from the Town of Stratford. Any such alterations, additions or improvements, made without the written consent of the Board of Directors and required permits from the Town of Stratford shall subject the Member/Owner to penalty and/or may result in the termination and forfeiture of the Member's/Owner's rights under the Occupancy Agreement.

2. Member/Owner shall submit, to the Cooperative, a written request, including a diagram of the purposed alteration, addition, and/or improvement. The Member/Owner shall obtain a written consent from the Board of Directors, **prior to applying** for the required building permits, if any, from the Town of Stratford.

3. Any alterations, additions and/or improvements to the Duplex or Step Dwelling Unit, **started without the prior written consent** of the Board of Directors and required permits from the Town of Stratford, shall result in a fine set by the Board of Directors or found in violation of the Occupancy Agreement. All work shall cease, and the Member/Owner shall be required to restore the Duplex or Step Dwelling Unit and/or yard area to its original form until consent, **in writing, has been granted by the Board of Directors** and required permits, if any, from the Town of Stratford have been received.

Written consent from the Board of Directors shall be required for, but not limited to the following: (1) additions, (2) alterations, (3) plumbing alterations & changes, (4) fences, (5) sidewalks (6) porches, (7) electrical/gas alterations or changes, (8) sheds, (9) driveways, (10) decks, (11) enclosing or extension of rear or front porches, (12) painting and/or siding, (13) carports, (14) awnings, (15) all physical alterations or additions, (16) aboveground swimming pools and/or improvements in and around swimming pools, (17) duplex and step dwelling units, (18) in-ground pools.

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Once the consent letter from the Board of Directors **has been received**, the Member/Owner shall have **up to six (6) months to complete the approved work**. If the work is not completed within the six (6) month period, the Member/Owner shall apply, in writing, to the Board of Directors for an extension of the completion time.

ATTIC: April 18, 2017

Approval Process: Installation of an attic opening and/or stairs or dividing wall shall not be done without the prior written consent of the Board of Directors. The Member/Owner shall submit a signed written request, which shall include the Member/Owner's name and unit address. In addition, the Member/Owner shall include a diagram showing the opening or wall location in the Member's/Owner's Dwelling Unit and attic. Upon written receipt of Board approval and prior to the start of installing the opening or wall, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Wall Restrictions: A wall installed between the two (2) Dwelling Units shall have breathing space left at the top for cross ventilation. Solid walls shall only be allowed up to the bottom of the gable end vent. Walls extending above the bottom of the gable end vent shall be constructed of wire or chain link fencing only.

Maintenance: Openings and walls shall be maintained at all times by the Member/Owner. Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to access the Member/Owner's attic for maintenance purposes, it shall be the Member/Owner's responsibility to remove all personal belongings in the attic.

Emergency situation: The Member/Owner shall be responsible for the removal of attic divider walls in case of an emergency. Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove a wall, the Member/Owner shall be responsible for all costs incurred by the Cooperative for the

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removal of a wall. The Cooperative and/or its contractor shall not be responsible for any damage caused to the Member's/Owner's personal belongings while removing a wall.

CHARGES, FEES, FINES AND/OR COLLECTION AND FORECLOSURE: Revised March 17, 2026

Charges & Late fees: Carrying charges shall be due on the first (1st) of each month. Payments received after the end of business day (4:30PM) on the fifteenth (15th) of the month shall be considered delinquent and such that the Members/Owners shall be assessed a late fee of \$50.00. Should the fifteenth (15th) fall on a weekend or holiday in which the Cooperative office is closed, the Members/Owners shall be given until the following business day to make payment or shall be assessed a late fee of \$50.00. Any charges incurred by the Cooperative related to the return of check(s) for insufficient funds or stop payments etc. shall be subject to a charge of \$25.00 per occurrence. Delinquent Members/Owners shall not be allowed to submit requests. These charges & fees shall be amended from time to time by the Cooperative Board of Directors. Any/all unpaid monies owed from \$1.00 and up, including monthly carrying charges, special assessments, late fees, fines, insufficient funds or stop payment charges, Charge Back charges, attorneys' fees, court costs, and other costs of collection SHALL be assessed a late fee of \$50.00 if not paid in full

Late Fee Wavier: The Members/Owners shall be eligible for a late fee waiver only if the Members/Owners meets the following terms. There must be good cause shown by the Members/Owners to grant the late fee waiver. The Property Manager has the discretion to grant the request for the late fee waiver only if the Members/Owners has not had any late fee assessed against him or her during the previous five years, which shall be calculated starting on the date the late fee in question has been assessed and counting backwards.

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Fines: The Board of Directors in accordance with the Cooperative Rules & Regulations, Occupancy Agreement, By-Laws, and Section 47-257(e) of the Connecticut General Statutes, shall impose fine and/or penalties for any violation thereof. Should a Members/Owners fail to pay such fine and/or penalties within 30-days of date of invoice, the Members/Owners shall be subject to late fee charges. In addition, should the Members/Owners fail to pay such fines, penalties and/or late fees within 60 days, the Board of Directors hereby authorizes the commencement of legal action by a counsel of its choice. These fines, and/or penalties shall be amended from time to time by the Cooperative Board of Directors.

Cooperative Repairs per Occupancy Agreement, Article 13C (NEW)

The Board of Directors has the authority pursuant to Article 13C of the Cooperative Occupancy Agreement to make repairs and to perform maintenance or install replacements upon the failure, refusal, or default of the member after due notice and a Board hearing. In the event of such refusal or default and the Cooperative decision to proceed with the work, repairs or replacements, the cost to the Board of such work shall be added to the Member/Owner's account. Such expenses shall be defined herein as "Charge Back Expenses", being those expenses incurred by the Cooperative but charged back to the Member/Owner's account. At the completion of such work, the Member/Owner shall be invoiced by the Cooperative Office for the cost of this work. Should the Member/owner fail to pay for the cost of such work within 30 days of the date of the invoice, the Member/Owner shall be subject to late fee charges for non-payment of the invoiced amount. In addition, should the Member/Owner fail to pay the cost of such work as invoiced, and any late fees attributable to such invoice within 60 days, the Board of Directors shall declare the unpaid invoice amount as delinquent and hereby authorize legal action including foreclosure by counsel.

Application of Payments:

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The Board of Directors hereby directs that any payments received by the Cooperative shall be applied in the following manner: First to the oldest outstanding invoices, including attorney's fees, chargeback expenses, fines, and any assessment fees. Second, the oldest outstanding or delinquent carrying charges and related late fees. Third, current carrying charges, fees and assessments are currently due and payable.

Collections and Foreclosure: The Board of Directors in accordance with the Cooperative Rules & Regulations, Occupancy Agreement, By-Laws, and Section 47-258(m) of the Connecticut General Statutes, hereby authorizes without further Board action, the commencement of a collection and foreclosure action of the property liens in favor of Stonybrook Gardens Cooperative, Inc. for past due monies owed. In accordance with the following:

1. Should a Members/Owners owe to the Cooperative a sum equal to at least one month of common expense, from whatever source including monthly carrying charges, fines, or charge back expenses, the Cooperative shall send to that Member a letter by way of standard class mail advising the Member of the past due amount. In addition to amount owed, the Member shall be advised that if payment in full is not by the 15th of the month, or other appropriate date as contained herein, a late fee of \$50.00 shall be assessed to their Cooperative account.
2. Should a Members/Owners owe to the Cooperative a sum equal to at least two months of common expense, from whatever source including monthly carrying charges, fines or charge back expenses, the Cooperative shall send to that Members/Owners a letter by way of standard class mail advising the Members/Owners of the past due amount owed and should payment in full not be received by the 15th of the month or other appropriate date as contained herein, a late fee of \$50.00 shall be assessed to their Cooperative account. In addition, the Members/Owners shall also be notified of the Cooperative intent as of the 16th of the month, to turn over the Members/Owners account, to an attorney of the Board of Directors choosing for immediate collection and/or foreclosure proceeding.

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For the purposes of this rule, the word common expenses and delinquent balances may be defined and/or comprised of any monies owed, which may include, but not limited to unpaid carrying charges, maintenance fees, general assessments, special assessments, chargeback expenses, fines, late fees, collection cost, and attorney fees. All payments received shall be applied:

- **First:** The oldest outstanding invoices, including attorney's fees, charge back expenses, fines, and any assessment fees.
- **Second:** The oldest outstanding or delinquent carrying charges and related late fees.
- **Third:** The present carrying charges, fees and assessments are currently due and payable.
- **Fourth:** Any other common expenses assessed in accordance with the Cooperative Rules & Regulations, Occupancy Agreement, By-Laws, and Section 47-258(m) of the Connecticut General Statutes if applicable.

COMMUNITY HALL: July 18, 2017

1. **Rental of the Community Hall:** Rental of the community Hall: shall only be to Member/Owners of the Stonybrook Gardens Cooperative, Inc. and shall be only in the area officially designed by the Board of Director as the Community Hall, unless a special exception is given, in writing, by the Board of Directors. The Community Hall shall be defined as the space within the Cooperative Meeting Hall including the Hall itself, the tables and chairs located within the Hall, the kitchen, the exterior doors, the interior hallway for access and the rest rooms. The parking lot as specified in this rule, located adjacent to the Cooperative Office Building is available only for parking of vehicles and only for those attending the function. Otherwise, Use of the paved parking lot and the lawn areas adjacent to the Cooperative Meeting Hall is not permitted for any activity related to the rental of the Hall. As such, setting up and use of picnic tables and chairs, gas or charcoal grills and barbeques, children's games and amusements on the pavement or lawn area around the Community Hall is not permitted.

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2. **Minors:** as defined by the statutes of the State of Connecticut, shall not be permitted to rent the Cooperative's Community Hall.
3. **Political functions** shall not be held in the Cooperative's Community Hall.
4. **Deposit:** shall be returned provided the Community Hall is clean and restored to the condition prior to the rental and provided there has been complete compliance with all the Cooperative Rules & Regulations. Upon an inspection by the maintenance staff, if cleaning or repairs are necessary, the Member/Owner shall forfeit their entire deposit.
5. **Insurance requirements:** The Member/Owner shall be required to obtain a 24 hour Commercial General Liability policy in the amount of \$1,000,000.00. When signing the lease, the Member/Owner shall provide the Cooperative with a Certificate of Liability Insurance, which names Stonybrook Gardens Cooperative, Inc. as the certificate holder.
6. **Present on premises:** The Member/Owner signing the "Agreement" to rent the Cooperative's Community Hall **shall be present and on the premises of the Community Hall at all times** during the function for which the Community Hall was rented.
7. **Responsibility:** The Member/Owner signing the "Agreement" to rent the Cooperative's Community Hall shall be responsible for maintaining the peace and the expense of hiring a police officer, if such services are deemed necessary. The Member/Owner shall also assume complete responsibility for any guests and for any and all damages incurred to Cooperative property resulting from his/her rental of the Cooperative's Community Hall.
8. **Hours, Preparation, and cleanup:** The Member/Owner may rent the Community Hall for a five (5) hour period. The Member/Owner shall have two (2) hour prior to the function for set-up and two (2) hour after the function for cleaning up the Community Hall in addition to the five (5) hour period.
9. **Alcohol:** shall not be permitted in the Community Hall or on the premises of the Cooperative.
10. **Smoking:** shall not be permitted in the Community Hall and/or building.
11. **Parking:** is only permitted in the areas that are marked with parking lines. There are two (2) handicapped spaces in front of the Community Hall. Parking shall not be permitted in any posted "no parking" areas. Parking shall not be permitted in such a way as to block entrance to the two (2) access roads off of Singer Court.
12. **Dispute:** A dispute with the determination of the Cooperative maintenance staff

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as to the condition of the Community Hall or any other reason for withholding the Member/Owner's deposit or with a fee being charged against the Member's/Owner's account. The Member/Owner renting the Community Hall may appeal, in writing, to the Board of Directors for his/her deposit being withheld or extra charges made against his/her account. The decision of the Board of Directors shall be final.

CRAWL SPACE: April 18, 2017

1. The entrance to the crawl space shall be kept free and clear at all times of any obstructions. No rubbish or items shall be thrown or stored in the crawl space. The Member/Owner shall be responsible for removal of any rubbish or items found in the crawl space. Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove any rubbish or items, the Member/Owners shall be responsible for all costs incurred by the Cooperative. It is the Member/Owner's responsibility to maintain working utilities (gas, electric) at all times with a minimum temperature of 55 degrees Fahrenheit in the owners of the Member's Owner's unit to prevent freezing. Should freezing damage occur due to the failure of the Member/Owner to maintain a consistent temperature of 55 degrees Fahrenheit or keep the crawl space closed, the cost of repairs shall be assessed against the Member/Owner. A Member/Owner wishing to install insulation in a crawl space shall submit a signed written request, which shall include the Member/Owner's name, unit address, and the specific type of insulation. Upon written receipt of Board approval and prior to the start of installation, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be filed with the Cooperative Office so that it can be placed on file. The installation of form insulation and plastic in a crawl space is strictly prohibited (effective 3-21-17). The responsibility for the removal and/or reinstallation of insulation for the purposes of maintenance in the crawl space shall be determined by the Board on a case-by-case basis.

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2. The Cooperative shall be responsible where necessary to pump out the dwelling Unit's crawl space after heavy rain and/or flooding. The Cooperative shall be responsible for opening all crawl spaces beginning on May 1st of each year and the opening of all crawl spaces shall be completed no later than June 1st of each year. The Cooperative shall be responsible for the closing of all crawl spaces beginning no later than October 1st of each year and the closing of all crawl spaces shall be completed no later than November 1st of each year. The opening and/or closing of the crawl spaces shall be started each year at one end of the Cooperative property and progress street by street in order until the other end of the Cooperative property is reached. The Board shall determine the starting point of each opening or closing sequence to be followed for each year. The maintenance department will report the status /location of crawl space openings/closings each week to the Office. If the crawl space opening/closing schedules as set forth in the Rule are not complied with, the Office shall immediately notify the President of the Board President. In the event that any wooden crawl space cover is found to be damaged or unsightly, the maintenance staff shall take the necessary steps to replace the cover. The crawl space cover shall be painted at all times in a color to be consistent on all units. (Grey Primer).

DECKS, PORCHES, RAILINGS & PATIOS: April 18, 2017

Approval Process: Decks, porches, railings, and patios shall not be installed or replaced without the prior written consent of the Board of Directors. The Member/Owner shall submit a signed written request, which shall include the Member/Owner's name, unit address and dimensions of the decks, porches, railings, and patios. In addition, the Member/Owner shall include a diagram showing the location of the deck, porch, railing, and patio in the yard area of the Member's/Owner's Dwelling Unit. Upon written receipt of Board approval and prior to the start of installing the decks, porches, railings and patios, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Decks, porches, railings, and patios restrictions: Any Member/Owner wishing to install a deck, porch, railing or patio over a crawl space entrance and/or vent shall be required to do the following:

- Remove and seal up the crawl space entrance and/or vent in question
- Reinstall the crawl space entrance and/or vent in question in the most conveniently accessible location.

Installation Process: When installing decks, porches, railings and patios, the Member/Owner shall be required to conform to all state and local building codes. The Member/Owner shall be required to enclose around the bottom of all decks and porches with the following materials only: wood lattice, plywood, block, brick, and/or wire screening. This ensures that animals cannot get underneath the deck or porch. Installation of decks, porches, railings, and patios shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the installation time.

Maintenance of Decks, porches, railings, and patios: Decks, porches, railings, and patios shall be maintained at all times by the Member/Owner, except when identified as Cooperative in which case the Cooperative assumes all responsibility. Decks, porches, railings, and patios shall be maintained in a clean and neat manner at all times free of dirt and mold. Metal and/or wooden surfaces shall be kept painted at all times. If more than 15% of the metal or wood surface area is covered by rust and/or peeling paint, the surface must be repainted when weather permits. If for any reason, the condition of the decks, porches, railings and patios or any section(s) becomes compromised due to weather and/or unnatural causes, the Member Owner shall repair, replace and/or remove the compromised and/or damage section(s) of a decks, porches, railings and patios within 30-days. In the event that such requirements cannot be met, the Member/Owner shall meet with the Board of Directors to discuss a plan to correct the problems.

Emergency situation: The Member/Owner shall be responsible for removing and replacing the decks, porches, and patios in case of emergencies (i.e., access to dig up

gas, sewer, or water lines). In case of emergencies, should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove a deck, porch, railing and patio and/or a section of a deck, porch, railing and patio, the Member/Owner shall be responsible for all costs incurred by the Cooperative for the removal of any decks, porches, railing and patios. The Cooperative and/or its contractor shall not be responsible for any damage caused to the Member's/Owner's decks, porches, railings, and patios during removal.

DISPUTE RESOLUTION: July 19, 2011

1. If a Member is aggrieved by any action taken by the Cooperative or its Board of Directors, the Member shall first follow the steps outlined in the Cooperative Complaint Policy in effect at that time. If the matter is not resolved to the satisfaction of the Member after completion of the Cooperative Complaint procedure, and the Member wishes to continue to pursue the matter, the Member shall submit the matter to the American Arbitration Association for nonbinding alternative dispute resolution as specified in 47-244(18) of the Connecticut General Statutes. In the event that the matter is still unresolved after completion of the alternative dispute resolution procedure, either the member or the Cooperative may then and only then seek relief in the courts of the State of Connecticut.
2. If a Member is aggrieved by any action taken by another Member of the Cooperative related to such member's use or occupancy of the Cooperative unit or compliance with the Cooperative Rules and Regulations, the aggrieved Member shall first follow the steps outlined in the Cooperative Complaint Policy in effect at the time. If the matter is not resolved to the satisfaction of the Member after completion of the Cooperative Complaint procedure, and the Member wishes to continue to pursue the matter, the Member shall submit the matter to the American Arbitration Association for nonbinding alternative dispute resolution as specified in 47-244(18) of the Connecticut General Statutes. In the event that the matter is still unresolved after completion of the alternative dispute resolution procedure, either the member or the Cooperative may then and only then seek relief in the courts of the State of Connecticut.

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3. The requirements of this section shall not apply to the collection by the Cooperative of amounts due from the member to the Cooperative under the terms of the Cooperative Occupancy Agreement or Rules and Regulations, including but not limited to monthly carrying charges, late fees, fines, penalties, or maintenance charges owed by the Member to the Cooperative.
4. The requirements of this section shall not apply to the Cooperative's right to terminate a Member's right to use and to occupy a Cooperative unit in the event that a member is in default of the Member's obligations to the Cooperative under the terms of the Member's Occupancy Agreement.

DRIVEWAYS, PARKING PADS & PARKING STRIPS: April 18, 2017

Approval Process: Driveways, parking pads, and parking strips shall not be installed, replaced, or moved without the prior written consent of the Board of Directors. The Member/Owner shall submit a signed written request, which shall include the Member/Owner's name, unit address, and dimensions (width and length) of the driveways, parking pads, or parking strips. In addition, the Member/Owner shall include a diagram showing the driveway, parking pad, or parking strip's location in the yard area of the Member's/Owner's Dwelling Unit. Upon written receipt of Board approval and prior to the start of installing the driveway, parking pad or parking strip, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Driveways, Parking Pads or Parking Strips Restrictions: Driveways or parking pads may consist of asphalt or concrete only. Parking strips may consist of Patio Blocks, Belgium Blocks, Stenciled and/or Stamped concrete. Patio Blocks and Belgium Blocks must be inlaid in concrete with a minimum width of 24 inches and a minimum thickness of 6 inches. Stenciled or stamped concrete strips shall also have a minimum width of 24 inches and a minimum thickness of 6 inches.

Installation Process: Members/Owners wishing to cut the curb to install a new driveway, parking pad or parking strips must obtain a licensed contractor who is bonded by the Town. Driveways, parking pads, and parking strips shall be installed no less than

three (3) feet from a fence or Member's/Owner's Dwelling Unit. This shall be subject to Board review on a case-by-case basis. Installation of driveways, parking pads or parking strips shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the installation time.

Maintenance of Driveways, Parking Pads or Parking Strips: Driveways, parking pads and parking strips shall be maintained at all times by the Member/Owner. If for any reason, the condition of the driveways, parking pads and parking stripes become compromised due to weather and/or unnatural causes, the Member Owner shall repair, replace, and/or remove the compromised and/or damaged section(s) within 30-days. In the event that such requirements cannot be met, the Member/Owner shall meet with the Board of Directors to discuss a plan to correct the problems.

Emergency situation: The Member/Owner shall be responsible for removing and replacing any driveways, parking pads, or parking strips in case of an emergency (i.e., access to dig up gas, sewer, or water lines). Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove a driveway, parking pad or parking strip, the Member/Owner shall be responsible for all costs incurred by the Cooperative for the removal of a driveway, parking pad, or parking strip. The Cooperative and/or its contractor shall not be responsible for any damage caused to the Member's/Owner's driveway, parking pad or parking strip while removing any section.

DUMPSTERS, CONTAINERS & PODS: July 19, 2011

Any Member placing a POD, Storage Container, Dumpster, etc. shall only place such item/items on a paved area (parking pad or driveway) and shall not place it/them on any common areas. **MEMBER SHALL FIRST NOTIFY** Stonybrook Office of their intentions. The allowed duration of time the POD, Storage Container, etc. can be there **SHALL NOT EXCEED THIRTY-DAY DURATION.**

Members who know they shall need any/all containers for more than the allowed thirty-day duration shall send a written request to The Board of Directors for approval or denial. All costs for removal of any/all pods, containers, etc. SHALL be borne by the Member.

DWELLING UNITS, DEFINITION OF: The Unit assigned to the Member/Owner for his/her sole occupancy. There are two (2) kinds of Dwelling Units - Duplex and Step Dwelling Units. Duplex Dwelling Units are one (1) and two (2) story units and are made of wood or brick. All two (2) story units are part of a Duplex structure and are made of wood. Some of the one (1) story units are also part of a Duplex structure and are made of wood or brick. The Step Dwelling Units are all one (1) story brick units with a group of three (3) Dwelling Units attached to one another and these units go up the side of the hill leading from Success Avenue.

ELECTRIC WIRING: Major electrical work, changes, and/or additions shall not be done without the prior written consent of the Board of Directors and approval of the Electrical Inspector of the Town of Stratford.

ENCLOSURE OF FRONT AND BACK PORCH:

1. Back Porch: **Enclosing the back porch area** off the kitchen. (Duplex Town House style Dwelling Units only). The back porch of the Dwelling Unit shall not be enclosed without the prior written consent of the Board of Directors and the required permits from the Town of Stratford. The Member/Owner **shall install ceiling beams or headers** in the dining/ kitchen area to secure the upstairs floor according to the Town of Stratford regulations.
2. Front Porch: **Enclosing front porch steps** to create a vestibule: The front porch steps of the Dwelling Unit shall not be enclosed without the prior written consent of the Board of Directors and the required permits from the Town of Stratford.
3. **A written request, including a diagram** of where the door and/or window will be

placed, shall be submitted to the Cooperative by the Member/Owner.

4. A **Cooperative permit** for the Town of Stratford shall be included in the consent letter from the Board of Directors. The Member/Owner shall give this Cooperative permit to the Town of Stratford in order to obtain the required Town permits. Prior to the start of construction, a copy of the Town of Stratford permit must be brought to the Cooperative Office to be placed in the Member's/Owner/s file.

EXTERIOR DOORS & WINDOWS: May 16, 2017

The Member/Owner shall be responsible for the labor and/or materials for new or replacement exterior door(s) or window(s). In the event that a Member/Owner's unit still has original Cooperative door(s) or window(s), the Cooperative shall be responsible to make repairs to the door hinges, window sashes, and channels only. Should a door(s) or window(s) become beyond repair it shall be the responsibility of the Member/Owner to replace. Storm door(s) or window(s) are always considered non-co-op and the Member/Owner's responsibility.

Approval Process: Door(s) or window(s) shall not be installed, replaced, or moved without the prior written consent of the Board of Directors. A Member/Owner shall submit a signed written request, which shall include the Member/Owner's name, unit address, number of door(s) or window(s) and the location of the door(s) or window(s) being replaced or moved. Upon written receipt of Board approval and prior to the start of installation, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Installation Process: Installation of door(s) or window(s) shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the installation time.

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Maintenance of Door(s) or Window(s): Door(s) or window(s) shall be maintained at all times by the Member/Owner except when considered original Cooperative door(s) or window(s). In the event that a Member/Owner's unit still has original Cooperative door(s) or window(s), the Cooperative shall be responsible to make repairs to the door hinges, window sashes, and channels only. Should an original Cooperative door(s) or window(s) become beyond repair it shall be the responsibility of the Member/Owner to replace. Metal and/or wooden surfaces shall be kept painted at all times. If more than 15% of the metal or wood surface area is covered by rust and/or peeling paint, the surface must be repainted when weather permits. If, for any reason, the condition of a door(s) or window(s) becomes compromised due to weather and/or unnatural causes, the Member Owner shall repair, replace, and/or remove the compromised and/or damaged section of the door(s) or window(s) within 30-days. In the event that such requirements cannot be met, the Member/Owner shall meet with the board of directors to discuss a plan to correct the problems.

EXTERMINATING: July 18, 2017 (REVISED MARCH 22, 2022)

The Member/Owner is responsible to maintain his unit, decks, porches, and sheds in a manner that will prevent or inhibit the spread of destructive insects and rodents. The Member's/Owner's maintenance obligation includes closing any openings, holes or separations that will give destructive insects or rodents access to the structure or the inside of the unit. Further, the Member/Owner shall not allow or create any condition in the attic space or the crawl space under his unit, porch, deck or shed that will promote or invite the spread of destructive insects and rodents.

The Member/Owner shall **notify the Cooperative Office immediately in writing** when there is a problem with infestation of termites or rodents **only**. Upon written notification, the Cooperative shall then determine the necessary course of action and/or method for treatment necessary to exterminate. If determined that preventative measures have not

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been followed or corrected as outlined in this rule, then the Member/Owner shall be responsible for all exterminating costs incurred by the Cooperative and/or its contractors. The Member/Owner shall be held liable for all damages caused by infestation of any nature (roaches, ants, etc.) due to unsanitary conditions.

Non-Cooperative alterations/additions of infestations of his/her Dwelling Unit the Member/Owner shall be responsible for all extermination costs incurred by the Cooperative and/or its contractors. The Cooperative and/or its contractor shall not be responsible for any damage caused to the Member's/Owner's personal property during extermination.

FENCES: March 21, 2017 (REVISED MARCH 22, 2022)

Approval Process: Fence(s) shall not be installed, replaced, or moved without the prior written consent of the Board of Directors. Member/Owner shall submit a signed written request, which shall include the Member/Owner name, unit address, style, and dimensions (height and length) of the fence. In addition, the Member/Owner shall include a diagram showing the fence location in the yard area of the Member's/Owner's Dwelling Unit. Upon written receipt of Board approval and prior to the start of installing the fence, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Fence(s) Restrictions: Permitted fences shall be of the following types: (1) chain link, (2) stockade, or (3) picket fences. Permitted fences shall be made of metal, wood, or vinyl. Chicken Wire, Plastic Mesh Commercial construction or Cattle fences shall not be permitted on Cooperative property. Six (6') foot fence(s) shall only be erected as a "privacy" fence in the back yard only. For the purposes of this rule the "Back Yard" shall be defined as the yard area starting and ending at the back corner posts of a unit extending outward in either a north, south, east, or west direction. The prior written consent from all Members/Owners affected by the erection of the six (6') foot fence shall

be submitted to the Cooperative along with the Member/Owner request. (Revised March, 2022)

Installation Process: Member/Owner shall be required to use the “Good neighbor policy” when installing the fence(s). The “good” side of the fence facing the neighbor and the side with the posts/poles facing into his/her own yard. The Member/Owner shall not install a new fence up against an existing fence or his neighbor’s fence. Installation of fence shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the installation time. The Board of Directors shall determine the location and height of all fences, and the Board may permit fences that vary in height or location from these rules where the location of the structures, available lighting and/or security issues require a variance.

Maintenance of Fence(s): Fence(s) shall be maintained at all times by the Member/Owner. Fence(s) shall be maintained in a clean and neat manner at all times free of dirt and mold. Metal and/or wooden surfaces shall be kept painted at all times. If more than 15% of the metal or wood surface area is covered by rust and/or peeling paint, the surface must be repainted when weather permits. If for any reason, the condition of the fence(s) or a section(s) of the fence becomes compromised due to weather and/or unnatural causes, the Member Owner shall repair, replace, and/or remove the compromised and/or damage fence(s) or section of fence within 30-days. In the event that such requirements cannot be met, the Member/Owner shall meet with the board of directors to discuss a plan to correct the problems.

Emergency situation: The Member/Owner shall be responsible for removing and replacing a fence(s) in case of an emergency (i.e., access to dig up gas, sewer, or water lines). Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove a fence(s), the Member/Owner shall be responsible for all costs incurred by the Cooperative for removal of a fence. Cooperative and/or its

contractor shall not be responsible for any damage caused to the Member's/Owner's fence while removing it and/or reinstalling it.

HOUSE NUMBERS: April 18, 2017

Each Member/Owner shall be responsible to ensure that their Dwelling Unit is clearly marked with a House Number large enough to be clearly visible from the street or access road that constitutes the unit's principal address. To ensure uniformity, House Numbers shall be installed on the front outside corner of the furnace room of the Dwelling Unit. In those instances where the furnace room does not present a surface that is within plain sight of the street, then the Member/Owner shall be responsible to place additional House Numbers on his/her Dwelling Unit in a location that is clearly visible from the street or access road.

INSPECTIONS OF UNITS: February 19, 2019

As specified in the Stonybrook Occupancy Agreement, each member is responsible to ensure that his/her unit complies with all applicable Stonybrook Rules and Regulations. To ensure that the quality of the Cooperative units is maintained, the Cooperative Office will conduct exterior inspections of units and the surrounding fenced in areas of each unit throughout the Cooperative to determine that each unit complies with the Rules and Regulations of the Cooperative as contained herein. In those instances, where units are found not to be in compliance, the Cooperative Board shall take the appropriate and necessary action to bring the unit and surrounding area into compliance including but not limited to issuing orders of corrective work, and after due notice and a hearing, fines, and/or upon the members default, remedial action taken by the Cooperative at the sole expense of the member.

The Cooperative Office will conduct such inspections each year during the months of March through October. The inspections shall be conducted throughout the Cooperative Street by street on an annual basis. The schedule of inspections during

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each month and the streets to be inspected each year shall be established by the Board of Directors to insure that the entire Cooperative is inspected on a regular basis. Further, where necessary, the Cooperative Office may conduct random inspections.

In instances where rules violations have been noted and corrective notices issued, the Cooperative Office shall conduct follow up inspections to determine compliance. All units where corrective action has been proscribed and where the member/owner of such unit has failed to take the required action within the specified time limits shall be turned over to the Board of Directors for further action. The Cooperative Office shall report monthly to the Board of Directors on the results of all inspections, the issuance of any corrective notices and the resulting corrective work performed by the member/owner or the existence of any defaults requiring further attention.

LOITERING:

1. Loitering on Cooperative property shall be **strictly prohibited**.
2. Member/Owner and/or parent(s) are responsible for the actions of children and/or visitors to his/her Dwelling Unit. The refusal and/or failure of any such children to comply with the Rules and Regulations of Stonybrook Gardens Cooperative, Inc., shall subject the Member/Owner and/or parent(s) to appropriate consequences for non-compliance, as determined by the Board of Directors.

MAINTENANCE PROCEDURE FOR OPEN WORK ORDERS: November 17, 2015

1. The Board of Directors wishes to insure timely communication and oversight in the processing of all maintenance work orders received from the members. To further that goal, the Office, and the maintenance staff shall keep a complete record of all work orders submitted by the members. This document will be entitled the "Open Work Order Report". It shall be the duty of the maintenance lead man to assign an estimated time of completion to each work order and insert that estimate in the "Open Work Order Report". The maintenance lead man shall communicate that time estimate to the Office Manager. The maintenance lead

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man will provide the office manager with daily reports on the status of all work orders, the estimated time of completion of each work order and any identified concerns of the maintenance lead man on the ability of the maintenance staff to meet that estimated completion date. The Office Manager will provide a monthly report, the “Open Work Order Report”, to the Board of Directors on the status of all work orders, their estimated completion date and progress toward completion at the Board’s regular monthly meeting.

2. Upon receipt of a work order by the maintenance lead man, he shall immediately determine if that work can be completed in one business days’ time or will require more time to complete. In the case of all work orders that cannot be completed within one business day, the maintenance lead man shall assign an estimated completion time to each work order of either, 30 days, 60 days, or 90 days. The maintenance lead man shall keep the office manager informed on a weekly basis as to which time category each work order has been assigned. The member shall be notified by the Office about the completion time category assigned to their specific work order in the event that the member’s work order has been assigned to the 60 days to complete or 90 days to complete category.
3. Before the end of any time completion deadline, the maintenance lead man shall report to the Board of Directors in the monthly maintenance report to the Board any work order that cannot be completed within the original time category assigned to it. At that time, the maintenance lead man shall also provide the Board with a written explanation of the reason the work cannot be done within the original time estimate. The maintenance lead man shall then provide the Board with a written target date for the completion of that work. Upon receipt of that information by the Board, the Board will then determine how the work will be accomplished, i.e., maintenance staff overtime, outside contractors etc.
4. The “Open Work Order report” form to be employed by the maintenance lead man and the Office Manager shall include a comment section where the maintenance lead man will use to inform and explain to the Board his projection of estimated completion dates, special circumstances or special requirements

presented by this work order and limitations, if any, experienced by the present maintenance staff in being able to complete the work.

5. Painting of wood: when replacing rotted wood, the maintenance crew will prime the new wood. If the member is not scheduled to repaint their unit, the maintenance crew will paint the new wood. If the member is scheduled to paint their unit, the painting of the new wood will be the responsibility of the member.

 6. Recommended completion time –
 - a. General work orders: 30 days completion
 - b. Siding work orders -
 - 64 square feet or less – 30 days
 - 94 square feet or less – 60 days
 - 94 square feet or more – 90 days
 - c. Pest damage work orders – 90 days
-

MOTOR VEHICLES: May 16, 2017 (REVISED September 16, 2025)

1. Authorized Vehicles

Only operable **passenger vehicles**, as defined below, that are **lawfully registered** in the State of Connecticut or any other U.S. state, are permitted to be operated or parked on Cooperative property. This includes:

- Member parking pads
- Designated Cooperative parking areas
- The Cooperative office parking lot

Parking or operating motor vehicles **on unpaved surfaces**, including **lawns or grassy areas**, is strictly prohibited. Violations are subject to fines, which may be assessed against the responsible Member/Owner's unit.

2. Definition of Passenger Vehicles

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“Passenger vehicles” include any motor vehicle legally permitted to operate on public roads in Connecticut, and registered as:

- Passenger
 - Combination
- This includes, but is not limited to:
- Automobiles
 - Motorcycles
 - Boats
 - Campers
 - All-terrain vehicles (ATVs) less than 24 feet in length
 - Trailers less than 24 feet in length

Any other vehicles, including **inoperable** or **unregistered** vehicles, must be removed at the Member/Owner’s expense upon notice. Removal shall comply with applicable regulations of the **Town of Stratford** and the **State of Connecticut**.

3. Parking Regulations

All vehicle parking is at the **owner’s risk**, whether located on a personal parking pad or in designated Cooperative parking areas, including the office parking lot.

- **Office Lot Usage:** Member parking is restricted to the **exterior perimeter** of the office lot. The office lot may not be used for long-term vehicle storage.
- **Electric Vehicles:** The use of extension cords to charge electric vehicles is strictly prohibited. Members must obtain **prior written permission** from the Cooperative for the installation of a dedicated charging unit.
- **Designated Spaces:** No unit has an exclusive parking space beyond the approved parking pad directly adjacent to the unit. **(Revised September 16, 2025, forward, March 22, 2022, May 16, 2017)**

4. Inclement Weather

During inclement weather, Members/Owners must follow **alternate street parking** directives issued by the **Town of Stratford**, or, where applicable, use **access roads** if available.

5. Property Damage and Liability

Any Member/Owner found responsible for damage to Cooperative property due to unauthorized vehicle operation shall be liable for:

- The **full cost of repairs**

- Any **fin**es imposed by the Board of Directors

6. Prohibition of Commercial and Oversized Vehicles

Commercial vehicles and **vehicles exceeding 24 feet in length** (measured bumper to bumper) are prohibited from being parked on Cooperative property, including:

- Member parking pads
- Common areas
- Designated Cooperative parking areas
- The office parking lot

Commercial vehicles are defined as any of the following:

- Vehicles with **commercial registration** and/or exceeding **10,000 lbs GVW** (Gross Vehicle Weight)
- Vehicles used primarily for business purposes, with **visible advertising**, or containing **business equipment or materials** visible from the exterior

Exception: This restriction does **not** apply to business vehicles temporarily present at the request of the Cooperative or a Member, solely for the purpose of **providing services or deliveries**.

7. Vehicle Repairs

Repairs to motor vehicles on Cooperative property must be completed within **48 hours**.

- No maintenance-related debris shall remain beyond this period.
- Members are responsible for **cleaning and restoring** the area immediately upon completion of repairs.

8. Definition of Inoperable Vehicles

A vehicle is deemed inoperable if, based on exterior inspection, it lacks the capability to operate normally. Indicators include, but are not limited to:

- Flat tires
- Missing wheels, engines, doors, hoods, or windows
- Absence of other essential mechanical parts

Additionally, any vehicle **not moved** for a continuous period of **30 days** may be considered inoperable and subject to removal.

9. Commercial Vehicle Ownership by Members

Members who own or operate businesses with commercial vehicles must comply with all applicable **Cooperative** and **Town** parking regulations.

Any **improper storage** of business-related vehicles, materials, or equipment that:

- Appears **unkempt**,
- Constitutes a **nuisance**, or
- Conflicts with the **residential character** of the Cooperative

...shall be subject to **review by the Board of Directors**, and may result in the assessment of fines. This includes vehicles parked on **interior roads, personal parking pads, or common areas**.

OPEN-AIR BURNING: April 1, 2016, revised January 19, 2021

- A. The use of outdoor fireplaces, fire pits, and chiminea within Stonybrook Gardens Cooperative, Inc. by Cooperative Members and/or Guests of Cooperative Members must be done in a safe and responsible manner at all times and consistent with the following rules:
1. Fire pits and/or chiminea use must comply with all State of Connecticut and Town of Stratford regulations.
 2. Fire pits and/or chiminea use must be closely attended by the unit occupants at all times.
 3. The use of an outdoor fireplace, fire pit and/or chiminea must be at least ten feet away from anything flammable, including Cooperative buildings, wooden decks, wooden sheds, and wooden fences.
 4. Fire pits and/or chiminea shall be placed on fire brick, stone, concrete block or brick pavers. This area shall be no less than 5ft x 5ft. **Effective Spring 2021**
 5. Fire pits and/or chiminea shall not be placed directly on grass or dirt area. **Effective Spring 2021**
 6. Makeshift fire pits and/or chiminea are not permitted for safety reasons. **Effective Immediately**
 7. To ensure that the use of an outdoor fireplace, fire pit and/or chiminea does not interfere with the activity of other Cooperative members, smoke smell on clothes hanging or negatively affects a health issue of another member, they may **only** be used between the hours of **5 PM and 11 PM** Eastern Standard Time.

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8. The following guidelines should be followed when using outdoor fireplaces, fire pits and chiminea as recommended by the National Fire Protection Association.
 - Check the wind before lighting the fire, winds with gusts over 15 miles an hour should mean that outdoor burning is prohibited.
 - Don't use flammable liquids to start the fire.
 - Don't wear flammable clothing (nylon or synthetic) or loose-fitting clothing around a fire
 - Keep pets and children at least 3 feet away from fires.
 - Avoid using soft woods, like pine or cedar as they throw off sparks.
 - Keep a fire extinguisher, garden hose or bucket of water nearby.
- B. The storage of fire wood, or uncut lumber, branches or other wood products intended for burning shall be done in accordance with applicable State and local regulations and shall be subject to the following limitations:
 1. Any wood, lumber or wood products intended for burning by a Cooperative member and located on Cooperative grounds shall be for personal use of that Cooperative member only
 2. Wood, lumber, or wood products cannot be maintained or stored on Cooperative property for resale or for use by any person who is not a Cooperative member.
 3. Wood, lumber, or wood products stored by a Cooperative member for his personal use on Cooperative property must be stacked neatly to the rear of the unit and not located on the street side of any unit. The member shall be responsible to maintain the stored wood, lumber, or wood products in neat manner and in such a way to minimize the possibility of fire or the spread of insects and/or rodents.

Wood lumber or wood products stored by a Cooperative member for his personal use on Cooperative property must be stored at least 10 feet away from the unit, any wooden fence, or shed associated with that unit

OUTSIDE STORAGE RULE: February 21, 2017

In the event that a member has equipment, materials, or supplies, which are inappropriate to store within their unit or in the event that a member does not have a shed, then this material may only be stored in one designated area within a Member's/Owner's yard area. Items of such nature shall not be stored within ten (10) feet of a Member's/Owner's unit.

Such equipment, materials, or supplies must be stored in an orderly fashion. They must be covered and secured at all times. Furthermore, they must be protected from the elements, as to prevent damage to the surrounding common areas and units. Members are required to dispose of inoperable equipment, miscellaneous materials, and supplies that are no longer of use, including any trash. To be stored in a manner that violates these requirements, causing the site to become an unattractive nuisance or to become a source for infestation of animals or insects, is expressly prohibited.

Storage of such items is permitted for the short term, temporary convenience of the member. Storage of such items cannot be done on a permanent basis. Storage of the same items for three (3) months or more shall be considered permanent and as such, prohibited under this Rule.

Members who persist to maintain stored items in a manner contrary to this Rule in excess of three (3) months shall be subject to having the material, equipment and supplies removed from the site by the Cooperative and stored at the sole expense of the Member/Owner. The cost of storage incurred by the Cooperative shall be considered an assessment against the unit and collected in the same fashion as the collection of the monthly carrying charges pending a meeting with the board of directors to discuss a plan to correct the problem.

PAINTING/SIDING September 19, 2017

Approval Process: Member/Owners shall request approval to paint their unit by completing a “Paint Request Form” which can be obtained at the Cooperative Office. Each Member/Owner shall sign the same “Paint Request Form” stating that they agree on the color of the paint for their unit. This form shall be filed with the Cooperative Office in order to receive paint and prior to consent by the Office Manager on behalf of the Board of Directors and before any work can begin.

Siding: The Cooperative shall perform any necessary wood replacement or wood repair in accordance with the Maintenance Procedure for Open Work Orders prior to the painting of the dwelling unit.

Paint: The Cooperative shall only provide the following paint upon completion of the “Paint Request Form”. Please note that, under certain circumstances, the Board has the discretion to deny Member/Owner paint.

- House paint: up to 7 gallons per unit, latex flat paint.
- Trim, windows & doors paint: up to 3 gallons, latex flat white.
- Primer: up to 5 gallons, available upon request.
- Touch-up paint: available upon request. It is the Member/Owner’s responsibility to provide a paint sample should it be needed. Please be advised that the Cooperative shall not be responsible should touch-up paint not match.
- Brick & Concrete paint: not provided

All preparation materials associated with the paint job are the responsibility of the member

Please Note:

- Member/Owner not wishing to use the paint supplied by the Cooperative shall

still be required to submit to the Cooperative a written request, signed by both Members/Owners stating that they both agree on the color of the paint. The consent of the Office Manager, on behalf of the Board of Directors, shall be received by both Members/Owners before any work begins.

Dispute: If the two (2) Members/Owners cannot agree on a color, the Members/Owners shall submit the details of the problem, in writing, to the Board of Directors. The Board of Directors shall hear the problem from each Member/Owner. If an agreement cannot be reached by the two (2) Members/Owners as to what color their unit shall be painted, the decision shall be made by the Board of Directors. The Board of Directors' decision as to what color the unit shall be painted shall be final and binding on both Members/Owners.

Installation Process: All painting and/or labor cost shall be the responsibility of the Member/Owners. Should a Member/Owner decide to hire a professional painter, the Member/Owner shall provide a copy of the contractor's Certificate of Insurance to the Cooperative Office so it can be placed on file. Painting shall be completed within thirty (30) days from the time the paint is received from the Cooperative Office.

Painting Restrictions: Any Member/Owner painting the exterior of his/her unit or any part thereof without written consent from the Office Manager on behalf of the Board of Directors shall be held responsible for the costs of restoring the entire unit back to its original color before it was altered. No exterior of a unit shall have one or any other part of their unit color or finish (siding/vinyl) different from their other side/housemate.

Maintenance of Painting: If more than 15% of a unit's wood surface area is peeling paint or it is determined by the Rules & Regulations inspections that a unit needs a paint job, then that unit will be required to be painted. All Member/Owners shall paint the exterior of his/her unit a minimum of once every five years. Please be advised that it is

the discretion of the Board to require a Member/Owner to paint more than once every five years if deemed necessary.

PETS: June 18, 2019

1. Member/Owner keeping pets shall comply with the applicable municipal laws and ordinances of the Town of Stratford and the State of Connecticut along with the Cooperative rules below. Member/Owner not in compliance with these municipal laws, ordinances and Cooperative rules shall be subject to a Cooperative fine and/or penalty including the requirement of remedial action as determined by the Board of Directors.
2. Member/Owner shall be allowed a maximum of 4 pets; however, Member/Owner is not allowed to exceed 2 dogs effective (2/19/19). Farm animals and/or livestock are prohibited including but not limited to chickens, rabbits, and pigs. If there are any questions in regard to what type of animal a Member/Owner is allowed to have or if a member has a unique situation they may inquire to the Board of Directors. The Member/Owner shall care for his/her pet to the extent necessary to prevent the pets from causing damage to the Cooperative property and shall prevent his/her pet from creating a nuisance or disturbance to other Members/Owners as defined under Town of Stratford and State of Connecticut laws and ordinances.
3. Pet(s) of any kind shall not be left free to roam.
4. The following provisions apply directly to Dogs and their owners.
 - a. Dog owners are responsible to clean up after their pets at all times.
 - b. Member/Owners must ensure control of their dog(s) at all times.
 - c. Dog(s) shall be kept on a leash when walking outside of the Member's/Owner's Dwelling unit.
 - d. Dog Owners shall post a sign on the exterior of their property to advise of the presence of a Dog to ensure the safety of mail carriers, contractors, municipal workers, and neighbors.
 - e. Dogs shall not be tied outside and /or left unattended by the Owner/Member.

- f. Dogs shall be in a secure fenced in yard or on a leash by a person of eighteen years of age.
- g. When a Member/Owner keeps a dog inside the owner's fenced yard, the dog(s) shall be confined within the yard area in such a way as to prevent the dog(s) from causing accidental bodily harm, while still protecting its domain.
- h. Dogs shall not be left outside in inclement weather for an unreasonable period of time.
- i. In all respects, the height of any yard fencing used to keep a dog confined shall be determined and deemed necessary by the Owner/Member and when necessary, by The Board of Directors to ensure security and control of the dog at all times. The appropriate height of any Fencing of the yard area in which a dog is kept shall also depend on the size of the dog.
- j. Any Member/Owner who currently uses or installs in the future a doggy door giving the pet unlimited access to the outside must notify the Stonybrook Office of the existence of such doggy door.
- k. Dog runs are not permitted
- l. Member/Owner shall be responsible to maintain the assigned yard area of the Member's/Owner's Dwelling Unit. Any dirt areas, holes or any other damage determined to be caused by Member's/ Owner's pets shall be corrected by Member/Owner. Additionally, any interior damage that is determined to be caused by Member's/Owner's pets shall be corrected by Member/Owner. In the event of the Member's/Owner's default of this obligation to repair the damage caused by the pet, and after notice and hearing before the Board, the Cooperative shall take the steps necessary to perform the required maintenance on the interior or exterior of the Member's/Owner's dwelling unit, at the sole expense of the Member/Owner. In that event, the Member/Owner shall provide safe access for the Cooperative employees or agents for that purpose.
- m. The burial of any pet(s) on Cooperative property is strictly prohibited. Any Member/Owner burying any pet(s) or animals(s) on Cooperative grounds shall be responsible for all removal fees and subject to a Cooperative fine and/or penalty determined by the Board of Directors.

- n. It is the understanding and belief of the Board of Directors of Stonybrook Gardens Cooperative, Inc. that pets play an important role in family life. The intent of these rules is to ensure that a family's pets, a family's neighbors and the members of a family's neighborhood are all treated with the same care and respect. As such, in the event that the Board experiences problems in the handling of pets that evidences a lack of concern for the welfare of the pet or a lack of concern for the welfare of the neighbors or both, the Board of Directors reserves the right after a duly noticed hearing to assess fines against those members violating these rules and/or to pursue other available legal remedies on behalf of Stonybrook Gardens Cooperative, Inc.

SHEDS: March 21, 2017

Approval Process: Sheds shall not be installed or replaced without the prior written consent of the Board of Directors. Member/Owner shall submit a signed written request, which shall include the Member/Owner name, unit address and dimensions of the shed. In addition, the Member/Owner shall include a diagram showing the sheds location in the yard area of the Member's/Owner's Dwelling Unit. Upon written receipt of Board approval and prior to the start of installing the shed, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Installation Process: Sheds shall be installed no less than three (3) feet from the rear of the yard area and/or the fence or no less than three (3) feet from the Member's/Owner's Dwelling Unit. Sheds shall be installed on a solid cement platform, cement blocks and/or sauna tubes that are filled with cement. Sheds shall be enclosed around the bottom so animals cannot get underneath the shed and be trapped or die

there. Installation of sheds shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the installation time.

Maintenance of Shed: Sheds shall be maintained at all times by the Member/Owner. Sheds shall be kept in the following condition; Sheds shall be kept in weather tight condition at all times. The shed shall have workable exterior doors in good working order to allow appropriate opening and closing of the door to insure proper security of the items stored inside. The exterior shall be secured and be free from holes, gaps, or unsecured openings to keep the interior free from pest infestation. The exterior shall be maintained in a clean and neat manner at all times free of dirt and mold. Metal and/or wooden surfaces shall be kept painted at all times. If more than 15% of the metal or wood surface area is covered by rust or peeling paint, the surface must be repainted when weather permits. If for any reason, the condition of the shed becomes compromised due to weather conditions and a temporary cover is required to secure the shed pending repair or replacement, a tarp or similar weather proof covering may be temporarily used for no more than three months. In the event that such requirements cannot be met, the Member/Owner shall meet with the board of directors to discuss a plan to correct the problems.

Emergency situation: The Member/Owner shall be responsible for removing and replacing the shed in case of emergencies (i.e. access to dig up gas, sewer, or water lines). In case of emergencies, should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove a shed, the Member/Owner shall be responsible for all costs incurred by the Cooperative for removal of a shed. Cooperative and/or its contractor shall not be responsible for any damage caused to the Member's/Owner's shed.

SIGNS: FEBRUARY 19, 2019

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POLITICAL SIGNS. In accordance with Town of Stratford zoning regulations, sign(s) for political organizations and candidates may be erected as follow:

- A. The maximum total square footage of any sign shall not exceed 8 square feet and shall be located within the fenced in yard area adjacent to the Cooperative unit of the member posting the sign.
- B. Regulations for erection and removal of signs.
 - (1) Regular Elections – signs to be erected no earlier than the first Tuesday after Labor Day prior to Election Day.
 - (2) Primary, Special Elections or Referendum – signs to be erected no earlier than twenty-five days prior to the balloting and removed no later than five days after balloting takes place.
 - (3) Removal of Regular Election signs: Signs erected in conjunction with balloting and elections that occur with the regular November election sequence shall be removed no later than five days after the regular election.
 - (4) All political signs must be mounted in the ground inside the unit yard area and facing toward the street.

SMOKE AND MONOXIDE DETECTORS: April 18, 2017

In accordance with State and local codes, smoke alarms and carbon monoxide detectors shall be installed in the following locations by the Member/Owner:

- In each sleeping room.
- Outside each separate sleeping area in the immediate vicinity of the bedrooms. (Hallway)
- On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attic.
- Carbon monoxide detectors shall be installed outside of each sleeping area in the immediate vicinity of the bedrooms and on each additional habitable level.

SWIMMING POOLS: (REVISED May 18, 2010) (REVISED March 22, 2022)

1. **IN-GROUND SWIMMING POOLS SHALL BE STRICTLY PROHIBITED.**
2. **Written permission from the Board of Directors and a town permit (if applicable)** shall be obtained by the Member/Owner prior to installing a swimming pool twenty-four (24) inches or more. (Exterior walls measuring twenty-four (24) inches or more in height, regardless of water level in pool)
3. **Permission for Swimming Pool:** A **written request**, including the dimensions of the swimming pool and the location in the yard area of the Member's/Owner's Dwelling Unit shall be submitted to the Cooperative Office. The rules established here are minimum requirements and the Board of Directors shall reserve the right to **make additional requirements** as needed. Carefully review the Cooperative Rules and Regulations and the Town of Stratford regulations for swimming pools **before purchasing** a pool to be installed in the yard area of the Dwelling Unit.
4. **Prior written consent:** Swimming pools **twenty-four (24") inches in height or more shall not** be installed without a prior consent letter from the Board of Directors. The Member/Owner shall, at all times, be in compliance with the Cooperative Rules and Regulations, regulations of the Town of Stratford, and/or the laws of the State of Connecticut covering swimming pools.
5. **Proof of Insurance:** Member/Owner shall provide proof of a current liability insurance policy in the amount of one million dollars (\$1,000,000.00) to protect all concerned for any and all damages arising from the very presence of a pool in the yard area of the Member/Owner, and **pay an annual fee** as established by the Board of Directors. The one million dollars (\$1,000,000.00) policy shall be in effect for as long as the swimming pool remains in the yard area of the Member/Owner. All Members are required to carry one million dollars (\$1,000,000.00) liability coverage and must send a copy of their new policy to the Cooperative Office. This is a requirement of the Cooperative Insurance carrier. (Revised May, 2010)
6. **Pump and Filter:** Swimming pools thirty-six (36") inches in height or more shall be equipped with a pump and filter system **adequate** to keep the swimming pool water clean.
7. **Electrical Supply:** The Member/Owner shall ensure that adequate electrical supply is available for operating the filtering system and the Member/Owner shall guaranty

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that the electrical wiring has a **ground fault circuit breaker**, and must comply with the Code of the Town of Stratford before installing such equipment.

8. **Fencing:** Swimming pools measuring thirty-five (35") inches or less shall have a sturdy fence, in good repair, of three (3") feet in height, **entirely surrounding** the Member's/Owner's yard area in which the swimming pool is to be located. However, toddler pools 12" or less do not require fencing. Children in toddler pools must be monitored at all times when pool is in use. Additionally, the pool shall be emptied of water after every use. Swimming pools measuring thirty-six inches or more shall have a sturdy fence, in good repair of four (4") feet in height, **entirely surrounding** the Member's/Owner yard area in which the swimming pool is to be located.
9. **Access:** Swimming pools measuring twenty-four (24") inches in height or more shall have, when the swimming pool is not being utilized, all access ladders, steps or other entry devices to the pool **removed and/or locked in a secure position** to prevent others from having access to or using the pool.
10. **Clean conditions:** Swimming pools shall be chemically treated in a manner sufficient to **maintain the bacterial standards** established by the provisions of the State of Connecticut and/or the Town of Stratford Codes relating to public swimming pools.
11. **Emptying pool:** Swimming pools shall not be emptied as to drain on adjacent yard areas of other Dwelling Units. The Member/Owner granted the swimming pool permit shall be **liable for any/all damage** caused and shall bear all costs to restore the damaged yard areas to the condition prior to the damage from the swimming pool.
12. **Responsibility:** All swimming pools are the sole responsibility of the Member/Owner of the Dwelling Unit where the swimming pool is installed. All precautions against accidents, property damage, personal injury, and any and all other damage or hurt shall be borne solely by the Member/Owner granted the swimming pool permission.
13. **Liability:** The Member/Owner, receiving the swimming pool permission, shall **indemnify and hold** Stonybrook Gardens Cooperative, Inc., harmless from any liability resulting from the maintenance or operation of swimming pool.
14. **Revoking of a Permission:** The Board of Directors shall **reserve the right to revoke, with "just cause"**, any swimming pool permit granted to the Member/Owner and moreover, the Board of Directors shall have the right to demand the removal of or to remove, at the Member's/Owner's expense, which shall be added to the Member's/Owner's monthly Account, any swimming pool that, in its opinion, may

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cause an adverse effect upon the Cooperative, its Members/Owners or the health and welfare of any person.

15. **Town Permit:** Prior to the start of construction for the swimming pool, the Member/Owner shall give the Cooperative office a copy of the Town of Stratford permit to be placed in the Member's/Owner's file.
16. **Emergency situation:** The Member/Owner shall be responsible for removing and replacing the swimming pool (i.e., access to dig up gas, sewer, or water lines). If the Cooperative maintenance department has to remove the swimming pool, the Cooperative shall not be responsible for any damage caused to the Member's/Owner's swimming pool. All responsibility for the swimming pool shall be on the Member/Owner and shall not be on the Cooperative or its staff.
17. **Installation** of the swimming pool shall be completed **within six (6) months** from the written consent letter from the Board of Directors. If the work cannot be completed within the six (6) month period, the Member/Owner shall apply to the Board of Directors for an extension of the completion time.
18. **Water Supply:** Any member who fills his pool or tops off his pool to maintain a proper depth of water from the household water supply shall be subject to an annual pool filling
Charge to be established by the Board of Directors from time to time.

TRAMPOLINES: (REVISED MARCH 22, 2022)

1. No trampoline shall be installed on the grounds of the Cooperative without the express written approval of the Board of Directors. The passage of these rules by the Cooperative addressing the installation and use of trampolines does not in any way condone or endorse the usage of trampoline on Cooperative property nor in any way assumes any responsibility or supervision for their maintenance or operation but simply acts to advise the unit owners of minimum standards that must be met in the ownership and use of trampolines.

2. Prior to receiving the approval of the Board of Directors, the unit owner must obtain a \$1,000,000.00 liability insurance policy to protect the Cooperative, the unit owner, and all users of the trampoline from any and all damages arising from the

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existence and use of such trampoline. The unit owner shall also file a certificate of insurance with Cooperative Office as proof of insurance, and the certificate of insurance shall list Stonybrook Gardens Cooperative, Inc. as an insured party on said insurance policy.

3. At the time of receiving the approval of the Board of Directors, the unit owner shall pay to the Cooperative an annual fee of \$50.00 for the right to maintain such trampoline at that location. The purpose of this annual fee is to defray the Cooperative's additional insurance costs resulting from the existence of a trampoline on Cooperative property.

4. At the time of receiving the approval of the Board of Directors, the unit owner shall sign an agreement in a form prepared and approved by the Cooperative whereby the unit owner assumes all responsibility for the presence and use of the trampoline and any and all damages resulting therefrom.

5. During the period of use of the trampoline, the trampoline shall be maintained by the unit owner in good working condition, free of holes or tears in the mat, padding or netting and properly assembled and mounted in accordance with the manufacturer's recommendations.

6. The trampoline may only be located on level ground, well away from the unit itself, sheds, and trees. It shall not be installed within 20 feet of any tree, tree branch, utility pole, or wire.

7. The ground beneath the trampoline shall be free of obstructions at all times.

8. The area of yard surrounding the trampoline shall be properly fenced on all four sides with fencing of 4 feet high or more and secured so that access to the area of the trampoline is restricted at all times to only those expressly allowed by the unit owner.

9. The trampoline shall be equipped with protective netting and safety pads covering the frame, springs, and hooks at all times as recommended by the manufacturer.

10. Use of any trampoline on Cooperative property must comply with the following provisions:

11. Use of a trampoline by any minor child under the age of 16 years shall require the presence of an adult who shall be able to observe the actions of the child at all times.

12. Use of a trampoline by any minor child under the age of 6 years old is expressly prohibited. Only one person shall be allowed to use the trampoline at a time.

13. While the trampoline is being used, no one shall be allowed underneath the trampoline.

14. No one using a trampoline shall be allowed to perform flips, somersaults, or jumping directly from the trampoline to the ground.

15. Horseplay, pushing, or other risky conduct is expressly prohibited.
16. Use of the trampoline after dark shall only be allowed if there is adequate outdoor lighting to insure safe operation.
17. Use of the trampoline shall be allowed only if its use does not create a disturbance for the neighbors, does not create excessive noise, or unruly activity.
18. Any conduct that transgresses these provisions can result in the Board's approval for the use of the trampoline being withdrawn. (May, 2006)

TREES:

1. Tree Maintenance Responsibility:

- A. Cooperative Tree is any tree located on the common grounds of Stonybrook Gardens Cooperative, Inc. The Cooperative shall maintain all Cooperative trees.
- B. A Non-Cooperative tree is any tree on Stonybrook Gardens property that has been determined to have been planted by an individual Member/Owner. The Member/Owner shall be responsible to maintain any Non-Cooperative tree(s). Such maintenance shall be performed in a safe and secure manner and shall not damage any unit of other members or Cooperative property. A Non-Cooperative tree may also be referred to as a Town tree therefore the maintenance of those tree(s) is Town responsibility.
- C. The Cooperative does not provide stump grinding or stump removal.

2. Process For Tree Maintenance:

- A. Member/Owners shall not perform maintenance or removal on Cooperative trees without a written request and approval of the Board of Directors.
- B. Any Member/Owner having a problem with a Cooperative tree(s) or noticing a Cooperative tree(s) in need of maintenance shall notify the Cooperative office.
- C. Upon receipt of a report of a tree problem or a maintenance request, the Cooperative office shall initiate a work order for the maintenance staff to assess the issue. The Maintenance Department will determine whether they

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can resolve the issue or whether the work order shall be returned to the office and the issue referred to the Cooperative Arborist.

- D. Should the Cooperative Maintenance Department report that they are unable to resolve the issue, they will consult with the office to determine whether the problem/request reported is considered an emergency. If the problem/request is determined to be an emergency, the tree(s) will be scheduled to be assessed by the Arborist. The member shall be notified by the office on the status of the work order.
- E. Should the Arborist determine that the Cooperative tree is an immediate clear and present danger to the Cooperative, then the Cooperative shall take the appropriate action to resolve the problem.
- F. Should the Arborist determine that no action is necessary, the member will be notified.
- G. Should the Arborist determine that the conditions existing on the Cooperative tree do not require immediate action, but may require some maintenance monitoring (i.e. trimming, pruning or removal), then the tree will be maintained on the “tree watch list” This list will be evaluated each year in the Fall by the Arborist who shall then recommend and prioritize any action necessary.
- H. The Arborist’s recommendation shall be submitted to the Board of Directors for review and approval, taking into consideration, the extent of the work to be required, the extent of the tree(s) that needs attention, the cost of the recommended work and the available budget funding.
- I. The decision of the Board of Directors shall be final as to the tree work to be performed by the Cooperative during the next 12 months.
- J. All wood from tree removals shall be removed from Cooperative property by the Arborist. The Arborist is prohibited from donating the wood to Cooperative Member/Owners.

UNIT TRANSFER (2021)

In accordance with Article 3, Section 3 of the Stonybrook By-laws, no member shall transfer his ownership interest in a Stonybrook Cooperative Unit either by Deed or by Assignment to someone who has not been previously approved by the Board of Directors for membership and who has not signed the Occupancy Agreement with

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Stonybrook Gardens and been issued a Membership Certificate by Stonybrook Gardens. Any member who makes such unauthorized transfer shall continue to be liable to Stonybrook Gardens for all monthly charges, assessments and fines levied against his unit even after the date of the unauthorized transfer. Any member who makes such a transfer or assignment to an unapproved non-member shall be subject to fine being assessed by the Board of Directors after hearing and notice which fine shall include the cost of correcting the unapproved transfer. Further, the Board of Directors reserves the right to refuse to recognize the rights, if any, of the unauthorized transferee in said unit and to take all steps necessary to void such unapproved transfer.

USE OF VIDEO MONITORING ON COOPERATIVE PROPERTY

1. Stonybrook Gardens Cooperative, Inc. shall install and use all means practical to protect and to insure the safety of Cooperative property and its members.
2. In furtherance, Stonybrook Gardens Cooperative, Inc. hereby approves the installation of electronic video monitoring equipment in and around the Cooperative Office Building and Meeting Hall to protect the Cooperative building and its interior from intrusion, damage, and vandalism. The system shall also be maintained to insure the safety of Cooperative day to day operations and the safety of its employees.
3. This video monitoring equipment shall have video capabilities only and shall not be able to detect or monitor audio communications under any circumstance.
4. As one of the many aspects of this video monitoring equipment will be to capture the activities of the Cooperative employees while working in and around the Cooperative Office Building, all employees of the Cooperative shall be given a copy of this policy together with an explanation of where the video monitoring cameras are located and the areas of the employee's workplace that will be under surveillance.
5. The Cooperative shall give all parties entering the Cooperative property adjacent to and inside the Cooperative Office Building notice that video surveillance is taking place.
6. Electronic Images acquired by the video surveillance system will be maintained by the Cooperative in a secure location for a period of 30 days.

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7. Access to the stored electronic images maintained by the Cooperative video surveillance system will only be granted for good cause shown. Access to the images shall be limited to Officials of Local Law Enforcement, representatives of the Cooperative Insurance Carrier and those individuals who receive approval to view those images from the Cooperative Board of Directors.
8. Anyone who causes damage to the video surveillance equipment, including but not limited to the cameras, electrical connections, processors, and controls, shall be responsible to the Cooperative for the cost of repair and criminal prosecution for causing damage to private property.

YARD AND WALKWAY CARE: February 21, 2017

GRASS: The front, side and back yard grass and/or other yard areas (including the planting strip) of a Member's/Owner's unit shall be kept cut and clean of debris at all times. The Member shall be required to routinely maintain their front, side, and back yard areas (including the planting strip) with grass no higher than an average of eight inches. In addition to yard care, the Member/Owner shall be required to keep all hedges and/or bushes clean and neatly groomed at all times.

LEAVES: The front, side and back yard areas(including the planting strip) of a Member's/Owner's unit shall be kept clean of leaves and debris at all times (except along a common walkway in the months of November & December) The Member shall be required to maintain their front, side and back yard areas(including the planting strip) as often as necessary (except along a common walkway in the months of November & December) This will also serve to protect the grounds from becoming a haven for pests and other animals. The Burning of refuse, leaves etc. shall not be permitted. Leaves shall be put out to the curb in paper leaf bags or Town of Stratford approved containers the day before pickup. Broken leaf bag(s) and leaf bag(s) left unattended for more than two weeks shall be disposed of by the Member immediately. Blowing and/or disposal of leaves onto your neighbor's yard, the street and/or onto common ground shall not be permitted.

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BRANCHES AND/OR STICKS: The front, side and back yard areas (including the planting strip) of a Member's/Owner's unit shall be kept clean of all branches and/or sticks at all times. The Member shall be required to maintain their front, side, and back yard (including the planting strip) areas as often as necessary to keep these areas free and clear of all branches and/or sticks. Branches and/or sticks shall be cut into lengths no longer than four (4) feet and bundled together to be placed at the curb for pickup in accordance with the Town of Stratford pick up policy. Disposal of branches and/or sticks onto a neighbor's yard and/or onto common ground shall not be permitted. This excludes large and/or oversized branches from a tree, which shall be removed by the Cooperative.

INNER AND COMMON WALKWAYS SNOW/ICE: At all times, the Member/Owner shall take all necessary steps to keep inner walkways, porches, steps, and driveways clean of debris and free of ice and snow. It shall be required that walkways, porches, and steps be cleared within 24 hours of any accumulation of ice or snowfall. It shall further be required that driveways be made clear and passable within 24 hours of the end of an ice storm or any snow fall. Common walkways shall be maintained by the Cooperative. Disposal of snow onto your neighbor's walkway, driveway and/or onto common walkways or roads shall not be permitted. Rock salt shall not be permitted to be used on concrete steps, walkways etc.

For the purposes of the "Yard and Walkway Care" rule the following items shall be defined as follows. Yard areas: the ground that immediately adjoins or surrounds a Member's/Owner's unit to the fence including the planting strip. Planting strip: a narrow strip of grass or plants, bushes etc. located between the fence and the common walkway and/or boundary of a road. Inner Walkways: any walkway inside a Member's/Owner's fence, which leads to and from the Member's/Owner's unit to the common walkway or road. Common Walkway: any walkway leading to and from an inner walkway and/or to and from the road. Please note that the Cooperative at all times shall maintain the common fields, quad areas, and access roads.

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VINYL SIDING September 19, 2017 – amended January 19, 2021

A. WHERE VINYL SIDING WAS INSTALLED BY THE MEMBER

Approval Process: In the event that both members/owners of a Duplex unit wish to install vinyl siding on the exterior of their duplex at their expense, both Members/Owners shall submit a signed written request, which shall include the Member/Owner's name, unit address, color and style of the vinyl siding. Upon written receipt of Board approval and prior to the start of installing the vinyl siding, a copy of the Town of Stratford permit and contractor's Certificate of Insurance must be brought to the Cooperative Office so it can be placed on file.

Installation Process: Labor and materials for siding the exterior of any Unit and/or any part thereof submitted under this section of the rule is the sole responsibility of the Member/Owner. Installation of siding shall be completed within six (6) months from the date of the approval letter from the Board of Directors. If the work cannot be completed within six (6) months, the Member/Owner shall apply to the Board of Directors for an extension of the installation time.

Maintenance of Vinyl Siding: Vinyl siding installed by the Member/Owner pursuant to this section of the rule, shall always be maintained by the Member/Owner. Vinyl siding shall always be maintained in a clean and neat manner and kept free of dirt and mold. Members/Owners are expected to clean the exterior siding of their units once every five years by power washing to eliminate the accumulation of dirt or mold. If for any reason the condition of the vinyl siding or a section(s) of the vinyl siding becomes compromised due to weather and/or unnatural causes, the Member/Owner shall repair and/or replace the compromised and/or damaged vinyl siding or section(s) of vinyl siding within 30-days. In the event that the vinyl siding has been damaged due to the neglect of the Members/Owners, and the Members/Owners fail or refuse to correct the damage

within a reasonable time after being given notice, the Cooperative may perform the corrective action necessary to protect the vinyl siding and the unit and charge the cost of such corrective action back to the Members/Owners. The Cooperative shall have the right in its sole discretion to determine what correction timeframe is reasonable Further the Members/Owners shall be responsible to coordinate the installation and maintenance of their vinyl siding with the local utilities to avoid damage to utility lines or interruption in service to the units.

Emergency situation: The Member/Owner shall be responsible for removing and replacing vinyl siding in case of an emergency. Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove vinyl siding, the Member/Owner shall be responsible for all costs incurred by the Cooperative for removal of vinyl siding. The Cooperative and/or its contractor shall not be responsible for any damage caused to the Member/Owner's vinyl siding during removal.

B. WHERE VINYL SIDING WAS INSTALLED BY THE COOPERATIVE.

Effective January 1, 2019, the Cooperative commenced the installation of vinyl siding on certain townhouse units at the sole expense of the Cooperative based on a lottery conducted by the Board. The number of units to be given vinyl siding in any given year is at the sole discretion of the Board. Town house units that were already vinyl sided by the member shall be added to the lottery after all other Town house units are completed.

Installation Process: Upon selection in the lottery and prior to installation, the Members/Owners of each Duplex structure selected shall submit to the Cooperative Office their agreement as to the color and style of siding to be installed based on the options provided to the Members/Owners by the Cooperative office. Failure of the Members/Owners to agree upon the style and color of siding to be used for their Duplex will result in the withdrawal of their selection and the return of the unit to the lottery pool. Labor and materials for siding the exterior of any Unit and/or any part thereof installed under this section of the rule shall be the sole responsibility of the Cooperative.

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Once Installed, the siding shall continue to be part of the Cooperative common ground under the sole control of the Cooperative. Modification or alternation of any vinyl siding installed by the Cooperative pursuant to this provision is strictly prohibited without the prior approval of the Board of Directors and only at the sole expense of the member.

Non-Cooperative Structures: Any Duplex structure having a non-cooperative addition to either of the two units shall not be sided at the expense of the Cooperative. Upon selection in the lottery and prior to installation, in addition to the other requirements specified herein, the unit of the Member/Owner that contains the non-cooperative addition shall agree and assume the responsibility for the cost of installing the vinyl siding to the non-cooperative addition. Failure of the Members/Owners to agree assume the cost of siding the non-cooperative addition attached to his unit will result in the withdrawal of their selection and the return of both units to the lottery pool. Maintenance and Repair of the siding installed on the non-cooperative addition to the unit shall continue to be the sole responsibility of the Owner/Member whose unit includes the addition.

Maintenance of Vinyl Siding: Structural maintenance and repair of the Vinyl siding installed by the Cooperative pursuant to this section of the rule, shall be the responsibility of the Cooperative. Non-structural maintenance of the Vinyl siding shall be the responsibility of the Member/Owner. The Member/Owner shall always be responsible to maintain the vinyl siding in a clean and neat manner and kept free of dirt and mold. Members/Owners are expected to clean the exterior siding of their units once every five years by power washing to eliminate the accumulation of dirt or mold. If for any reason the condition of the vinyl siding or a section(s) of the vinyl siding becomes compromised due to the unauthorized actions of the Member/Owner or the vinyl siding has been damaged due to the neglect of the Members/Owners, the Member/Owner shall be responsible to bear the cost of repairing the siding damage. Should the Members/Owners fail or refuse to correct the damage within a reasonable time after being given notice, the Cooperative may perform the corrective action

necessary to protect the vinyl siding and the unit and charge the cost of such corrective action back to the Members/Owners. The Cooperative shall have the right in its sole discretion to determine what correction timeframe is reasonable. Further the Members/Owners shall be responsible to coordinate the installation and maintenance of their vinyl siding with the local utilities to avoid damage to utility lines or interruption in service to the units.

Emergency situation: The Member/Owner shall be responsible for the cost of removing and replacing vinyl siding in case of an emergency caused by the actions of the Member/Owner. Should it become necessary for the Cooperative maintenance department and/or a Cooperative contractor to remove vinyl siding due to a situation caused by the Member/Owner, the Member/Owner shall be responsible for all costs incurred by the Cooperative for removal of vinyl siding. The Cooperative and/or its contractor shall not be responsible for any damage caused to the Member/Owner's vinyl siding during removal.

MAINTENANCE:

A. **BY MEMBER/OWNER:**

The Member/Owner shall be responsible for, the maintenance, repairs, and/or replacements to and/or around his/her own Dwelling Unit, including, but not limited to the following:

1. Maintenance, repairs, and/or replacements necessitated by his/her own neglect or misuse, as determined by the Cooperative, unless the Member/Owner can prove to the satisfaction of the Board of Directors that such was not caused by the Member's/Owner's negligence.
2. Redecoration of his/her own Dwelling Unit.
3. **Appliances** are the sole property of the Member/Owner and shall be **purchased and maintained** at all times by the Member/Owner.(Stove, refrigerator, dishwasher, washer & dryer, and/or air conditioners)

b) **Kitchen & bathroom:**

1. **Garbage Disposals shall not be permitted.**
2. Fixtures, cabinets, etc., installed by the Member/Owner.
3. Kitchen faucet with or without sprayer. (Cooperative's at cost)
4. Bathroom sink faucets (Cooperative's at cost).
5. Bathtub faucet (Cooperative's at cost).
6. Toilet tank and/or bowl (Cooperative's at cost).
7. Grout in bathroom around the bathtub and/or tile.
8. Snake out and/or remove toilet to correct stoppage if Member's/Owner's negligence.
9. Plumbing, drains and venting for washing machine, dishwasher and dryer shall have separate drains, meet plumbing codes, and shall not deposit into the crawl space.

c) **Miscellaneous areas:**

1. Hardwood floors.
2. Gas or electricity shall not be shut off at any time. The Member/Owner shall bear the cost of damages caused by pipes freezing, etc., resulting from the shutting off of utilities.
3. Antennas and/or satellite dish shall be attached to the gable on the side of the Dwelling Unit. **No items shall be attached to the chimney or roof of the Dwelling Unit.**
4. **Trash removal subject to Town Regulations:** Trash cans with secure covers are to be placed out the evening prior to pick-up and brought back in the evening after pick-up. Garbage left behind due to unsealed containers or torn plastic bags must be cleaned up the evening after pick-up. **Recycling bin:** Plastic, glass bottles and aluminum cans must be washed out before placing in the recycling bin.
5. Cost of hauling junk to the dump. Minimum service fee plus the cost of dump tickets. **(Appliances, heavy items, and/or renovation debris shall not be removed by the Cooperative staff. The Member/Owner shall make other**

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arrangements for the removal of these items.

6. Littering on Cooperative property is strictly forbidden. Any Member/Owner found littering shall be fined and charged for the removal of the trash by the Cooperative Staff. The Member/Owner may appeal to the Cooperative Board of Directors if they disagree with the charge of littering.
7. Alterations, additions, and improvements: Member/Owner shall meet all requirements of the Cooperative Rules and Regulations and submit to the Cooperative a written request containing all details of the alterations, additions, and/or improvements. Also submit contractor's name, license number, expiration date, and proof of contractor's insurance. No work on the Member's/Owner's Duplex or Step Dwelling Unit shall begin without the prior written consent of the Board of Directors and required permits, if any, from the Town of Stratford.

B. BY COOPERATIVE:

The Cooperative shall provide and pay for all necessary maintenance, repairs, and/or replacements, except as specified in clause A of this Article 13. The officers and employees of the Cooperative shall have the right, with notice, to enter the Dwelling Unit of the Member/Owner in order to affect necessary maintenance, repairs and/or replacements, and to authorize the entrance for such purposes by employees of any contractor, utility company, municipal agency, or other similar persons, at any reasonable hour of the day or at any time in the event of an emergency.

a) Kitchen and Bathroom:

1. Leaking water faucets (charge if not Cooperative's).
2. Snake out stopped up drains and toilets (Charge if Member's/Owner's negligence).
3. Light Fixtures (if Cooperative's).
4. Fixtures and cabinets (if Cooperative's).
5. Hot water heater (if Cooperative's).
6. Electrical problems with wires, outlets, and breakers (charge if Member/Owner negligence).

7. Water lines and drains.
8. Plumbing drains (except washing machine and dishwasher drains and hook-ups).
9. Gas pipes inside and outside Dwelling Unit and Cooperative Buildings.

c) Roofs.

1. Rain gutters and down spouts.
2. Haul junk/debris for Members/Owners to the dump for a fee plus the cost of dump tickets. **(Appliances, heavy items, and/or renovation debris shall not be removed by the Cooperative staff. Member/Owner shall make other arrangements for the removal of these items.)**

d) Common Grounds:

1. Littering on Cooperative property is strictly forbidden. Any Member/Owner found littering shall be fined and charged for the removal of the trash by the Cooperative staff. Pump out flooded Cooperative roadways.
2. Maintenance staff will jump start Member's/Owner's vehicle during normal working hours at no charge. Call the Cooperative Office for assistance.
3. Street lights (if Cooperative's).
4. Utility lines/pipes wherever located on Cooperative property.

C. RIGHT OF COOPERATIVE TO MAKE REPAIRS AT MEMBER'S/OWNER'S EXPENSE:

In the event the Member/Owner shall fail to affect the maintenance, repairs and/or replacements specified in clause **A. BY MEMBER** of the **ARTICLE 13**, in a manner in keeping with the "character" of the Cooperative, to the satisfaction of the Cooperative Board of Directors and pay for same, the latter shall do so and add the cost thereof to the Member's/Owner's next month's Carrying Charge payment. If after a reasonable effort, access to the Member's/Owner's Dwelling Unit is refused, so maintenance repairs and/or replacements can be made. The Member/Owner shall be held, at the option of the Board of Directors, in violation of this Occupancy Agreement and shall

result in the termination and forfeiture of the Member's/Owner's rights under this agreement.

RESPONSIBILITY OF MEMBER/OWNER FOR HIS/HER OCCUPANCY OF THE ASSIGNED DWELLING UNIT:

A. Carrying Charge payments are due on or before the fifteenth (15th) of the month. When the fifteenth (15th) falls on a weekend or holiday, the due date is extended to the next business day. Member/Owner is responsible and liable for all Carrying Charge payments, late fees, service fees, penalty fees, legal fees, etc. Carrying charge payments made in cash shall be paid in the exact amount. Any overpayments shall be credited to the Member's/Owner's account. Checks returned for any reason shall result in a late fee and penalty fee charged against the Member's/Owner's account. Proof of bank error shall be required to remove the penalty and/or late fee.

B. Occupants and Visitors: The Member/Owner is responsible and liable for ensuring that the Corporate Charter, Cooperative By-Laws, Occupancy Agreement and Rules and Regulations are followed by any and all occupants and visitors of his/her Dwelling Unit. The Member/Owner shall also be responsible and liable for all fees, penalties and/or any disciplinary action taken by the Board of Directors. Member/Owner no longer residing in his/her Dwelling Unit shall immediately upon vacating the Dwelling Unit, leave a forwarding address and telephone number where he/she can be reached with the Cooperative Office.

TRANSFERS: Any Member/Owner wishing to transfer/sell their Cooperative Dwelling Unit to a third party or to another family member who is not already a Member of the Cooperative shall provide notice of his/her intent to transfer/sell his/her unit to the Cooperative Board of Directors. Before the Cooperative shall permit or approve any transfer/sale of a Cooperative Dwelling Unit's Membership/Ownership, that Dwelling Unit shall be inspected by an authorized representative of the Cooperative, a duly authorized member of the Cooperative's Building and Grounds Committee or a member

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of the Board of Directors to determine the Dwelling Unit's compliance with the existing Rules and Regulations of the Cooperative at the time of transfer/sale. In addition, before the Cooperative will permit or approve any transfer/sale of a Cooperative Dwelling Unit's Membership/Ownership, that unit shall be certified and approved by the Board of Directors as in full compliance with the Cooperative Rules and Regulations. Transfer/Sale of Dwelling Units in "as is" condition is expressly prohibited. Corrective work inside and outside the Dwelling Unit and the assigned yard area shall be completed prior to the first Tuesday of the month that the Prospective Buyer is scheduled to meet with the Board of Directors. Buyers' Meetings are held on the second (2) Tuesday of each month. Transfer/Sale of a Cooperative Dwelling Unit shall have no violations at the time of the closing. In the event that violations cannot be corrected prior to the closing, due to adverse weather conditions, the Transfer/Sale shall be allowed to proceed provided an escrow amount sufficient to cover the cost of the corrective work shall be provided by the Member/Owner and held by the Cooperative until such time as the weather conditions permit the corrective work on the violation(s) to be performed. If the Member/Owner completes the required corrective work to the satisfaction of the Board of Directors within (30) days after the weather permits, the Cooperative shall release its claim to the escrow. If the Member/Owner (seller) does not complete the required corrective work within thirty (30) days after weather permits, the Cooperative shall be permitted to have the corrective work on the violation(s) completed and charge the cost of correcting the violation(s) from the funds held in escrow. (8/16/2006)

UTILITIES: The Member/Owner shall pay directly to the supplier of **gas and electricity**, including its use for heating his/her Dwelling Unit. Gas or electricity shall not be shut off at any time.