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DECLARATION

Clerk:BG

AMENDED AND RESTATED DECLARATION
OF
WOODHAVEN CONDOMINIUM INC.

This AMENDED DECLARATION was duly adopted by the Woodhaven Condominium, Inc., on the 8th day of September, 2012.

The Condominium Association has voted to adopt the Connecticut Common Interest Ownership Act Codified at Section 47-200 et Seq., of the Connecticut General Statutes as amended by Connecticut Public Act No. 09-225. Accordingly, the affairs of the Condominium Association shall be governed in accordance with the provisions of the Connecticut Common Interest Ownership Act (C.G.S. Chapter 828) as the same may be amended from time to time. (The Act)

The Woodhaven Condominium was established pursuant to Declaration of Condominium recorded 2/19/75, recorded in Volume 1175, Page 138, of the Waterbury Land Records.

There has been an Amendment to the Declaration dated 2/19/75; said Amendment is dated 4/11/75 and is recorded at Volume 1180, Page 1, of the Waterbury Land Records.

The Declaration and all amendments of Record are incorporated by reference into this Amended Declaration.

Woodhaven Condominium shall be governed by the provisions of this Amended and Restated Declaration, Amended ByLaws and as said Documents may be further amended at future dates.

ARTICLE 1
Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act. The Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, as amended.

Section 1.2 – Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and the Votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are not changed

by this Amended Declaration and Schedule A-2 is attached and a part of this Amended Declaration.

Section 1.3 – Assessment. The sums attributable to a unit and due to the Association pursuant to C.G.S. Section 47-257 of the Act, as amended.

Section 1.4 – Association. Woodhaven Condominium Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act.

Section 1.5 – ByLaws. "ByLaws" means the Documents, however denominated, that contain the procedures for conduct of the affairs of the Association regardless of the form in which the Association is organized, including any amendments to the Documents.

Section 1.6 – Common Elements. All portions of the Common Interest Community other than the Units.

Section 1.7 – Common Expenses. Common Expenses shall mean and include (without limitation) the following:

- (a) Expenses of administration, maintenance, repair or replacement of Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses declared to be Common Expenses by the Association; and
- (d) Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.8 – Common Interest Community. Woodhaven Condominium.

Section 1.9 – Damaged or Destroyed. A portion of the Common Interest Community is Damaged or Destroyed (suffers Damage or Destruction) if it suffers physical damage of a type and caused by an occurrence of a type covered by the casualty insurance required by Section 47-255 of the Act, as amended, or by this Declaration, or for which insurance carried by the Association is in effect.

Section 1.10 – Declaration. The Amended and Restated Declaration.

Section 1.11 – Director. A member of the Executive Board.

Section 1.12 – Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the ByLaws and the Rules as they may be amended from time to time. Any exhibit, schedule or certificate accompanying a Document is part of that Document.

Section 1.13 – Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article 18.

Section 1.14 – Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described Article in 18.

Section 1.15 – Executive Board. The body, regardless of name, designated in the Declaration and By-Laws to act on behalf of the Association. "Executive Board" is sometimes called "Board of Directors" or "Board".

Section 1.16 – Floor Plans. The floor plans filed with the initial Declaration, as amended.

Section 1.17 – Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to buildings, paving, utility wires, pipes and light poles.

Section 1.18 – Limited Common Elements. A portion of the Common Elements allocated by this Declaration or by the operation of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article 5 of this Declaration.

Section 1.19 – Majority of Unit Owners. The owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means such percentage, portion or fraction in the aggregate of the Votes.

Section 1.20 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 – Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to comment thereon. These provisions are set forth in Section 24.1 of this Declaration.

Section 1.22 – Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and their right to be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

Section 1.23 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

Section 1.24 – Plans. The plans filed with the initial Declaration, as amended, in the Waterbury Land Records, incorporated herein by reference.

Section 1.25 – Property. The land, all improvements, and all easements, rights and appurtenances belonging thereto, which have been submitted to the provisions of the Act by the initial Declaration and prior amendments.

Section 1.26 – Record. "Record", used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.27 – Rule. "Rule" means a policy, guideline, restriction, procedure or regulation of the Association, however denominated, which is adopted by the Association, which is not set forth in the Declaration or ByLaws and which governs the conduct of persons or the use or appearance of property.

Section 1.28 – Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment for performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 – Survey. The survey filed with the initial Declaration as Schedules and as filed with Amendments to the Declaration. The survey filed on the Waterbury Land Records is incorporated by reference herein.

Section 1.30 – Trustee. The person which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the ByLaws. If no Trustee has been designated, the Board of Directors acting by majority vote, as executed by the President and attested by the Secretary shall serve as the Trustee.

Section 1.31 – Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration. Units are designated on the Plans,

the Survey, or in Schedule A-2 as a "Residential Unit". A Unit is designed primarily for use as a private residence. The use of Units is limited and regulated by the provisions of Article 10 and other provisions of this Declaration.

Section 1.32 – Unit Owner. The person or persons owning a Unit in fee simple absolute and an undivided interest in fee simple of Common Areas in the percentage specified and established in this Declaration.

Section 1.33 – Unit, Residential. One of the sixty-seven (67) separate Units.

Section 1.34 – Votes. The votes allocated to each Unit as shown on Schedule A-2 of this Declaration.

ARTICLE 2

Name and Type of Common Interest, Community and Association

Section 2.1 – Common Interest Community. The name of the Common Interest Community is Woodhaven Condominium. The Common Interest Community is a Condominium.

Section 2.2 – Association. The name of the Association is Woodhaven Condominium Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE 3

Description of Land

The Common Interest Community and all additional land is situated in the Town of Waterbury, Connecticut. A legal description of the Common Interest Community is attached to this Declaration as Schedule A-1.

ARTICLE 4

Number of Units; Boundaries

Section 4.1 – Number of Units. The Common Interest Community contains sixty-seven (67) Residential Units.

Section 4.2 – Identification of Units. All Units are identified by number and are shown on the survey or plans or both on file in the Waterbury Land Records and identified in Schedule A-2 attached hereto.

Section 4.3 – Boundaries. The boundaries of each Unit are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) Walls, floors, windows, exterior doors, skylights and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard,

plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors, skylights and ceilings are a part of the Common Elements.

- (b) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also include any chutes, pipes, flues, ducts, wires, conduits and other facilities situated in the perimeter walls and ceilings of the Unit serving only that Unit.
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) Basements: Basements, if any, are a part of the Unit. There are three units that have garages. There is one unit that has a fireplace.
- (e) Meeting Room and Basement in Building 7: the Meeting Room and Basement at Building 7 are owned by the Association.
- (f) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE 5

Limited Common Elements

Section 5.1 – Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Heating, ventilating and air conditioning components and all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively are Limited Common Elements of the Unit which they serve.
- (e) Storm windows, exterior windows, screen windows, storm doors, exterior doors, screen doors and slider doors, if any, shall be Limited Common Elements of the Unit which they serve.
- (f) Mail boxes and exterior lighting affixed to the building shall be Limited Common Elements allocated to the Unit served. Each Unit Owner shall be responsible for his or her mail box key.
- (g) Driveways and walks in front of Garages and/or Units, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans.
- (h) Designated Parking Spaces are Limited Common Elements allocated to specific units as shown on schedule A-2.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

Section 5.2 – Expenses Allocated to Limited Common Elements. The Condominium Association shall be solely responsible, except as otherwise provided herein, for all costs and expenses associated with the care, maintenance and upkeep of Limited Common Elements allocated to the Unit owned by such Owner.

Each Unit Owner's responsibilities shall include all costs for the maintenance, repair and/or replacement of any exterior door, storm door, screen door, slider door, exterior window, screen window and storm window on any unit.

Each Unit Owner shall be responsible for maintenance, repair and replacement of heating, ventilating and air conditioning components, and washer machine (clothes and dishes) hook-ups (hoses). Each Unit Owner shall be responsible for maintenance, repair and replacement of all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively. Each Unit Owner shall be responsible for his or her mail box key.

Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her garage door(s) and related mechanical system(s). Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her Patio. The Unit Owner that has a fireplace shall be responsible for inspection, cleaning, maintenance, repair and replacement of same.

Each Unit Owner shall be responsible for maintenance, repair and replacement of any improvements, of any nature, within basement areas including responsibility of remediation of Radon, if any, in basement areas. Each Unit Owner shall be responsible for any personal property stored in basement areas.

Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her Patio. The Unit Owner that has a fireplace shall be responsible for inspection, cleaning, maintenance, repair and replacement of same.

The Association shall be responsible for maintenance, repair and replacement of mailboxes, decks, porches and balconies. Each Unit Owner shall be responsible maintenance, repair and replacement of mailbox doors and keys.

In the event that a Limited Common Element is not maintained in conformance with the standards of the Common Interest Community, the Association, after notice and hearing, may repair, restore or maintain such Limited Common Element to the standards of the Common Interest Community. All expenses incurred by the Association shall be at the expense of the Unit Owner to which such Limited Common Element is allocated and shall be chargeable against the Unit as a Common Expense in accordance with this section.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

The maintenance of grounds in the Common Elements as well as the clearing of snow and ice from all walks and steps shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability. The care of plantings, flowers and shrubs in the Common Elements shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all porches, patios, terraces and balconies, if any, which are part of his or her Unit or a Limited Common Element allocated to his or her Unit.

The Association shall be responsible to clean dryer vents. The cost of same shall be assessed to the Unit Owners.

Section 5.3 – Easements to Limited Common Element. Each Unit Owner shall have a right to and an exclusive easement for the use of the Limited Common Element allocated to the Unit owned by such party. The Fee ownership of the Limited Common Elements, however, shall be vested in all of the Unit Owners.

Section 5.4 – Compliance with Maintenance Standards. Each Unit Owner shall be responsible to comply with all written maintenance standards of the Association in order to prevent damage to units, Limited Common Elements, or Common Elements. Written maintenance standards may be established and amended from time to time by the Executive Board.

ARTICLE 6

Maintenance, Repair and Replacement

Section 6.1 – Common Elements. The Association shall maintain, repair and replace all of the Common Elements except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 – Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portion to be maintained, repaired or replaced by the Association.

Section 6.3 – Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and decks, which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal. In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article 5 subsections 5.1(d). Each Unit Owner shall be responsible for the maintenance, repair and replacement of other Limited Common Elements as set forth in Article 5, Subsection 5.2.

Section 6.4 – Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at

the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

Section 6.5 – Repairs Resulting From Willful Misconduct, Gross Negligence and/or Failure to Comply with a Written Maintenance Standard. The cost to repair damage to any Unit or Common Element caused by willful misconduct, gross negligence or the failure to comply with a written Maintenance Standard promulgated by the Association by any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant shall be assessed in accordance with Article 19.2(i) of this Amended Declaration.

Section 6.6 – Meeting Room and Basement in Building 7. The Meeting Room and Basement at Building 7 are Common Elements.

ARTICLE 7

Subsequently Allocated Limited Common Elements

Common Elements may be subsequently allocated as Limited Common Elements only in accordance with this Declaration.

ARTICLE 8

Development Rights and Special Declarant Rights

There are no remaining Development Rights or Special Declarant Rights.

ARTICLE 9

Membership and Allocated Interests

Section 9.1 – Allocation of Interests. Schedule A-2, describing Unit numbers and their Allocated Interests, is attached as an Exhibit to the initial Declaration, prior Amendments and this Amended Declaration. These interests have been allocated in accordance with the formulas set out in this Article 9. This Amended Declaration contains no change to the Allocation of Interests. The Allocation of Interests are shown on Schedule A-2 of this Amended Declaration.

Section 9.2 – Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated using the following formulas:

- (a) Votes. Each Unit in the Common Interest Community shall vote in accordance with its percentage of ownership interest.

- (b) Common Expense Liability. The liability for Common Expenses shall be shared in accordance with the unit's allocated interest in the condominium. Nothing contained in this Subsection shall prohibit certain common expenses from being apportioned to particular units under Article 19 of this Amended Declaration.

Section 9.3 – Membership. Every Unit owner shall be a member of the Association.

ARTICLE 10

Restrictions on Use, Alienation, Occupancy and Leasing

Section 10.1 – Use and Occupancy Restrictions. The following use restrictions apply to all Units and Common Elements:

- (a) Each Unit is restricted to residential use as a single family residence except, to the extent permitted by law, for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed outside a Unit. A single family residence is defined as a single housekeeping Unit, operating on a nonprofit, noncommercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of Waterbury. The use of all condominium facilities is restricted to residents of the condominium. This means that only Unit Owners that reside at the condominium and/or tenants that reside at the condominium may use the condominium facilities.
- (b) No noxious or offensive activities may be carried on in any Unit nor may anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Each Unit Owner will be obligated to maintain his own Unit and keep it in good order and repair.
- (c) Garages are restricted to use by the Unit to which such Garage is a part, as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers.
- (d) The use of Common Elements, Units and Limited Common Elements are subject to the ByLaws and the Rules of the Association.

Section 10.2 – Restrictions on Alienation.

- (a) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

- (b) A Unit may be leased; however, all leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association and may not be for a term of less than one (1) year. A copy of each lease must be delivered to the Association.

Section 10.3 – Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended from time to time by the Board of Directors in accordance with the provisions of the ByLaws.

Section 10.4 – Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any obligation contained in the ByLaws, or the breach of any obligation contained in the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by the ByLaws to:

- (a) Enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be guilty in any manner of trespass; or
- (b) Enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Unit Owner, with reasonable attorney's fees and related costs of any such proceedings.
- (c) By resolution, following Notice and Hearing, the Board of Directors may levy a fine in an amount to be established by the Board of Directors for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to insure compliance with the rule or order of the Board of Directors. Collection of charges for damages or fines may be enforced against the Unit Owner(s) in the same manner as common charges.

Section 10.5 – Notice of Unit Purchase and Copy of Executed Conveyance Deed. Every new Owner shall return to Woodhaven Condominium Inc. c/o the property manager a copy of the fully executed conveyance deed and a completed "New Unit Owner Information Form" within ten (10) days of the date of the conveyance deed. The failure to provide the copy of the conveyance deed and the fully completed "New Unit Owner Information Form" shall constitute a violation of the Woodhaven Condominium Inc. Rules and may subject the Unit Owner to a fine for each day after the ten (10) day time period until the new Unit Owner fully complies with the requirements of this section.

Section 10.6 – Restriction on Leasing of Units. The Association may establish rules to restrict the leasing of residential units to the extent those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who

regularly purchase or insure first mortgages on units in Common Interest Communities; provided no such restrictions shall be enforceable unless notice thereof is recorded on the Waterbury Land Records. Such notice shall be indexed in the Grantor index of such land records in the name of the Association.

Section 10.7 – Association Right to take Direct Action Against Tenants. The Association shall have the right to take direct action against tenants in accordance with the provisions of the ByLaws.

Section 10.8 – Finished Basements Prohibited. The Units were designed for and constructed with unfinished basements. Unit Owners are prohibited from constructing improvements in basements to provide additional livable areas.

Section 10.9 – Garage Area. Garage Areas are restricted as follows:

- (a) No Unit Owner shall convert the garage area of his or her unit to any use other than for the parking of his or her motor vehicle.
- (b) Garages are restricted to use by the Units of which such garage is a part as storage and as a parking space for vehicles, specifically excluding, however, motorcycles, trucks, commercial vehicles and campers with capacities in excess of one ton or with more than four wheels.

Section 10.10 – Prohibition on Motorcycles. Motorcycles are prohibited from the all portions of the Association property.

Section 10.11 – Right of First Refusal. No Unit Owner may effectively dispose of a Unit or any interest therein by sale or lease without first offering the same for sale to the Association upon the terms and conditions hereinafter provided for. The provisions of this section shall not apply with respect to any sale, conveyance or lease by a Unit Owner of his interest to his spouse, to any of his children or to his parents or parent, or to his brothers or sisters or any one or more of them.

- (a) The Unit Owner intending to make a bona-fide sale or lease of his Unit or any interest therein shall give to the Association written notice of such intention together with the name and address of the intended purchaser or lessee and the terms and conditions of the sale or lease, including the price. The Association shall thereafter have a period of ten days within which they may buy or lease said Unit in the name of the Association upon the same terms and conditions as contained in the outside offer. If the Association is going to buy said Unit, then within said ten day period the Board of Directors shall deliver or mail by registered mail to the Unit Owner an agreement to purchase said Unit upon said terms and condition. The price may be paid in cash and the sale shall be closed within forty-five days after the delivery of the notice of the Board's intention to exercise the right of first refusal. If the Association is going to lease said Unit, then within said ten day period the Board shall deliver or mail by registered mail

to the Unit Owner an agreement to lease said Unit upon the same terms and conditions. The lease shall start within forty-five days after the delivery of the notice of intention to exercise the right of first refusal by the Board of Directors. If the Association shall take the lease on the Unit, it shall have the right to sub-lease the Unit. Upon the failure of the Board of Directors to exercise said right of first refusal, the Unit Owner shall be free to sell or lease his Unit without regard to the right of first refusal. If the proposed transaction is a lease, however, the lease must state that the lessee agrees to abide by all of the terms and conditions and covenants of the Declaration of Condominium and these By-Laws and any rules and regulations as may hereafter be established from time to time by the Board of Directors of the Association.

- (b) If the Board of Directors does not elect to exercise its right of first refusal within ten days after receipt of the notice described in subparagraph (a) of this Article, the Board of Directors shall promptly, upon the request of the Unit Owner, issue a certificate to be executed by the President and/or Secretary in recordable form, which certificate shall be delivered to the Unit Owner, within 15 days after Board action, indicating that the Association does not desire to exercise its right of first refusal. Said certificate may be recorded in the office of the Town Clerk of the City of Waterbury.
- (c) The provisions of this Section shall not apply to a transfer to or a purchase by a bank, life insurance company, mortgage company or savings and loan association which acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is- acquired by deed from the mortgagor or through foreclosure proceedings: nor shall such provisions apply to a transfer, sale or lease by the bank life insurance company, mortgage company or savings and loan association which shall so acquire title. Neither shall such provisions require the approval of the purchaser who acquires title to a Unit at a duly authorized and advertised public sale with open bidding which is provided by law, such as, but not limited to execution sale, foreclosure sale, judicial or tax sale. Neither shall such provisions apply to any transfer pursuant to a Will or Intestate distribution.
- (d) Violation: any purported sale or lease of a Unit in violation of this Article shall be voidable, by the Board of Directors, within five (5) years from the date of recording of the document evidencing such sale or lease. At the election of the Board of Directors, the Association may take such other action against the parties to such transaction as permitted by law.

ARTICLE 11 Easements, Licenses

Section 11.1 – Encumbrances. All easements or licenses to which the Common Interest Community is subject are listed as an Exhibit to the initial Declaration. In

addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant.

Section 11.2 – Easement to Common Elements. Each Unit Owner shall have a non-exclusive right to use and a non-exclusive easement in and to the Common Elements for access to the Unit owned by such party and for all other purposes not prohibited by the Declaration, ByLaws or Rules of the Association.

ARTICLE 12

Allocation and Reallocation of Limited Common Elements

Section 12.1 – Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only by amendment to this Declaration.

Section 12.2 – Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to Article 12 except as part of a reallocation of boundaries of Units pursuant to Article 14 of this Declaration. Any such reallocation shall be by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation was made. Such amendment shall require approval of all holders of security interests in the affected Units which approval shall be endorsed thereon. The persons executing the amendment shall provide a copy thereof to the Association, which shall record same if the amendment complies with the provisions of this Declaration and the Act. The amendment shall contain words of conveyance and shall be recorded in the names of the parties and the Common Interest Community. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and for recording costs.

ARTICLE 13

Additions, Alterations and Improvements

Section 13.1 – Additions, Alterations and Improvements by Unit Owners.

- (a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to any portion of the Common Interest Community, nor shall any Unit Owner construct any improvements, or stain, paint or change the color or appearance of the exterior of any Unit, nor shall any Unit Owner construct improvements or change the color or appearance of Limited Common Elements, without the prior written consent thereto of the Board of Directors. The Board of Directors shall answer any written request by a Unit Owner for approval of any such proposed activity within sixty (60) days after such request is received by the Board of Directors. The Board of Directors shall review requests in accordance with the provisions of the Association's rules.

(b) Subject to Subsection 13.1(a), a Unit Owner:

- i. May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
- ii. May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community without permission of the Association;
- iii. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.
- iv. May not make any additions, alterations or improvements to any Unit or Common Element, except pursuant to prior written approval by the Board of Directors, which causes any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

Section 13.2 – Exterior Improvements and Landscaping Within Limited Common Elements. A Unit Owner may make exterior improvements within or as a part of Limited Common Elements provided they are undertaken with the prior written approval of the Board of Directors and following submission of complete plans prepared by a party experienced in performing the work and/or improvements to be made by the Unit Owner to the Board of Directors. No approval will be awarded without Notice and Comment given to the Unit Owners.

The applicant shall pay for the cost of preparation of the application, the cost of professional review, if deemed required by the reviewing entity and all costs of permits and fees connected with any right given under Article 13.

Section 13.3 – Additions, Alterations and Improvements by the Board of Directors. Subject to the limitations of Sections 19.4 of this Declaration, the Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE 14

Relocation of Boundaries between Adjoining Units

Section 14.1 – Application and Amendments. Subject to approval of any structural changes pursuant to Article 13, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by

the Unit Owners of the affected Units. If the Unit Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless, within sixty (60) days after the receipt of the application, the Board of Directors determines that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 – Recording Amendments. The Association shall prepare and record surveys and plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment including surveys and plans, and its recording and the reasonable consultant fees of the Association if the Board of Directors deems it necessary to employ a consultant.

ARTICLE 15

Amendments to Declaration

Section 15.1 – General. This Declaration may be amended only by vote or agreement of Unit Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated. This Declaration may also be amended in accordance with one (1) or more of the appropriate provisions of Section 47-236 of the Act, as amended.

Section 15.2 – Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article 15 may be brought more than one year after the amendment is recorded.

Section 15.3 – Recordation of Amendments. Every amendment to this Declaration shall be recorded in the town in which the Common Interest Community is located and is effective only on recordation. Any amendment except an amendment pursuant to Article 14 of this Declaration shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the Common Interest Community.

Section 15.4 – When Unanimous Consent is Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 15.5 – Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 15.6 – Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article 18.

ARTICLE 16

Amendments to ByLaws

The ByLaws may be amended only by a majority vote of the Unit Owners at a meeting of the Unit Owners called for such purpose at which a quorum is present.

ARTICLE 17

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Act, as amended from time to time.

ARTICLE 18

Mortgagee Protection

Section 18.1 – Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 18.2. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 – Definitions. As used in this Article, the following terms are defined:

- (a) **Percentage of Eligible Mortgagees.** Whenever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes when compared to the total votes allocated to all Units then subject to mortgages held by Eligible Mortgagees.
- (b) **Mortgagee Consent if no Response.** If the Association sends notice of the proposed amendment or Association action to a Mortgagee by certified mail, return receipt requested, and the Mortgagee fails to respond within forty five (45) days, the Mortgagee is deemed to have given its consent. The Association may rely on the last recorded security interest of record in the land records in delivering or mailing notice to the holder of that interest.

Section 18.3 – Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a First Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (b) Any delinquency in the payment of Common Expense assessments owed by an owner whose Unit is subject to a First Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.
- (e) Any judgment rendered against the Association.

Section 18.4 – Prior Consent Required:

- (a) Document Changes. Notwithstanding any lower requirements permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be adopted without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least 51% of the Eligible Mortgagees. "Material" includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;
 - (iii) Reserves for maintenance, repair and replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);

- (vi) Rights to use Common Elements and Limited Common Elements;
 - (vii) Boundaries of Units (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
 - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
 - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - (x) Insurance or fidelity bonds;
 - (xi) Leasing of Units;
 - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xiii) Establishment of self management when professional management had been required previously by an Eligible Mortgagee of a Unit;
 - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) The benefits of mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirements permitted by this Declaration or the Act, the Association may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagees:
- (i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause);

- (ii) Establish self-management when professional management had been required previously by any Eligible Mortgagee;
 - (iii) Restore or repair the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
 - (iv) Terminate the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
 - (v) Alter any partition or create any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
 - (vi) Merge this Common Interest Community with any other Common Interest Community;
 - (vii) Create any additional improvements on any portion of the Common Elements which is subject to any Development Rights;
 - (viii) Grant any easements, leases, licenses and concessions through or over the Common Elements, (excluding, however, any utility easements servicing or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
 - (ix) Assign the future income of the Association, including its right to receive Common Expense assessments; and
 - (x) Not repair or replace the Property.
 - (xi) Creation of Development Rights.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 – Development Rights and Special Declarant Rights.

There are no remaining Development Rights or Special Declarant Rights.

Section 18.6 – Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the Association's books and records during normal business hours.

Section 18.7 – Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of its annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified accountant if an Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 18.8 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers, and may be enforced in law or in equity.

Section 18.9 – Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 18.10 – Appointment of Trustee. In the event of damage or destruction under Articles 22 or 23 or Condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 23.5. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds shall thereafter be distributed pursuant to Article 23 or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

ARTICLE 19

Assessment and Collection of Common Expenses

Section 19.1 – Apportionment of Common Expenses. Except as provided in Section 19.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Association as shown in the initial Declaration, prior Amendments and Schedule A-2.

Section 19.2 – Common Expenses Attributable to Fewer than All Units.

- (a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.

- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner. The order in which payments are applied to fees, charges, late fees, fines and interest shall be established in a collection policy adopted by the Executive Board.
- (f) Portions of the cost of repairing or replacing Units allocated to individual Units under the provisions of Subsection 23.2(b) shall be assessed against the Unit or Units to which they are allocated. If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening a Unit or the Common Elements pursuant to Section 6.4 of the Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (g) All reasonable attorney's fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as Common Expense assessments.
- (h) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all of the Units, including, but not limited to, the use of any Unit for the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed.
- (i) If any common expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after notice and hearing assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Owner's Unit.
- (j) Any common expense associated with the maintenance, repair or replacement of a Limited Common Element, where the cost of same is the responsibility of the Unit Owner pursuant to this Amended Declaration, shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than

one (1) Unit, the common expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element may be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one (1) unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

Section 19.3 – Lien.

- (a) The Association has a statutory lien on a unit for any assessment attributable to that unit or fines imposed against its Unit Owner. Reasonable attorney's fees and costs, other fees, charges, late charges, fines and interest charged pursuant to subdivisions (10), (11) and (12) of subsection (a) of section 47-244 of the Act, as amended, and any other sums due to the Association under the Declaration, the Act, or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of (A) an amount equal to the common expense assessments based on the periodic budget adopted by the Association pursuant to subsection (a) of section 47-257, as amended, which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the association's lien or a security interest described in subdivision (2) of this subsection and (B) the Association's costs and attorney's fees in enforcing its lien. A lien for any assessment or fine specified in subsection (a) of this section shall have the priority provided for in this subsection in an amount not to exceed the amount specified in subparagraph (A) of this subsection. This subsection does not affect the priority of mechanic's or materialmen's liens or the priority of liens for other assessments made by the Association.
- (c) Unless the Declaration otherwise provides, if two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.
- (d) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

- (e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due; provided, that if an Owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (f) This section does not prohibit actions against Unit Owners to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (g) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (h) The Association on request made in a record shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.
- (i) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (j) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner of a unit that is rented pursuant to section 52-504 to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended.
- (k) If a holder of a first or second security interest on a unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that unit which became due before the sale, other than the assessments which are prior to that security interest under subsection (b) of this section. Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the Unit Owners, including the purchaser.
- (l) The Association may not commence an action to foreclose a lien on a unit under this section unless: (1) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended; (2) the Association has made a demand for payment in a record; and (3) the Executive Board has either

voted to commence a foreclosure action specifically against that unit or has adopted a standard policy that provides for foreclosure against that unit.

- (m) Every aspect of a foreclosure, sale or other disposition under this section, including the method, advertising, time, date, place and terms, shall be commercially reasonable.

Section 19.4 – Budget Adoption and Ratification/ Ratification of Non-Budgeted Common Expense Assessments.

- (a) The Executive Board, at least annually, shall adopt a proposed budget for the common interest community for consideration by the Unit Owners. Not later than thirty (30) days after adoption of a proposed budget, the Executive Board shall provide to all the Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a majority of all Unit Owners, or any larger number specified in the Declaration votes to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until Unit Owners approve a subsequent budget.
- (b) The Executive Board, at any time, may propose a special assessment. Not later than thirty (30) days after adoption of a proposed special assessment, the Executive Board shall provide to all Unit Owners a summary of the assessment. Unless the Declaration or ByLaws otherwise provide, if such special assessment, together with all other special and emergency assessments proposed by the Executive Board in the same calendar year, do not exceed fifteen percent (15%) of the Association's last adopted periodic budget for that calendar year, the special assessment is effective without approval of the Unit Owners. Otherwise, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the special assessment. If, at such meeting or in the balloting, a majority of all Unit Owners votes to reject the assessment, the assessment shall be rejected; otherwise the assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect the rejection or approval of the special assessment.
- (c) If the Executive Board determines by a two-thirds vote that a special assessment is necessary to respond to an emergency: (1) The special assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the emergency assessment must be provided promptly to all Unit Owners; and (3)

the Executive Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

Section 19.5 – Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner.

Section 19.6 – Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.1, 19.2 and 19.4 shall be due and payable monthly unless the resolution adopting the assessment provides for some other schedule of payment.

Section 19.7 – Acceleration of Common Expense Assessments. In the event of default of a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.8 – No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.9 – Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 19.10 – Association Funds. All Association funds shall be deposited only in federally insured banks.

Section 19.11 – Association Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for common expenses and any prepayment of reserves shall be deposited into the reserve account or incorporated into the next annual budget thereby reducing future common expense assessments.

ARTICLE 20

Association Borrowing and Assignment of Future Income

Section 20.1 – Approval of Assignment. The Association may borrow money and assign its right to future income as security for the loan only after:

- (a) The loan transaction and the assignment have been approved by the Executive Board;

- (b) A majority of the Unit Owners vote in favor of or agree to the assignment; and
- (c) The Association has complied with the requirements of Section 20.2 of this Declaration.

Section 20.2 – Notice of Proposed Borrowing. At least fourteen (14) days before the closing of any loan to the Association, the Executive Board shall:

- (a) Disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense assessment; and
- (b) Afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan.

ARTICLE 21

Persons and Units Subject to Documents

Section 21.1 – Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

Section 21.2 – Adoption of and Amendment to Rules. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended by the Board of Directors in accordance with the provisions of Article 12 of the ByLaws.

ARTICLE 22

Insurance

Section 22.1 – Coverage. (a) The Association shall maintain, as set forth in Sections 22.1 through 22.4, to the extent reasonably available and subject to reasonable deductibles:

- 1) Property insurance on the Common Elements, insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than one hundred percent (100%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies;

- 2) Flood insurance in the event the condominium is located in a flood hazard area, as defined and determined by the National Flood Insurance Act, as amended, USC 42 Section 4101, P. L. 93-234; and
 - 3) Commercial general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than any amount specified in this Amended Declaration, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and of all Units; and
- (b) In the case of a building that contains Units divided by horizontal boundaries described in the Declaration, or by vertical boundaries that comprise or are located within common walls between Units, the insurance maintained under subdivision (1) of subsection (a) of this section, to the extent reasonably available, shall include the Units, and all improvements and betterments installed by Unit Owners; unless the Executive Board, after Notice and Comment, elect to maintain insurance coverage on less than all improvements and betterments, provided that in the event the Common Interest Community contains more than twelve (12) Units, the Executive Board shall:
- 1) Prepare and maintain a schedule of the standard fixtures, improvements and betterments in the Units, including any standard wall, floor and ceiling coverings covered by the Association's property insurance policy;
 - 2) Provide such schedule at least annually to the Unit Owners in order to enable Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the Association's property insurance policy; and
- (c) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of the Act.
- (d) If the insurance described in subsections (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of that fact to be given to all Unit Owners. The Association may carry any other insurance it considers appropriate to protect the Association or the Unit Owners.
- (e) Insurance policies carried pursuant to subsections (a) and (b) of this section shall provide that: (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association; (2) the insurer waives its right

to subrogation under the policy against any Unit Owner or member of his household; (3) no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, subject to the provisions of this Amended Declaration.

- (f) Any loss covered by the property policy under subdivision (1) of subsection (a) and subsection (b) of this section shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of subsection (h) of this section, the proceeds shall be disbursed first for the repair or replacement of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced, or the Common Interest Community is terminated.
- (g) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (h) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, on request made in a record, to any Unit Owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until sixty (60) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.
- (i) Duty to rebuild.
 - (1) Any portion of the Common Interest Community for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:
 - a. The Common Interest Community is terminated, in which case section 47-237 of the Act, as amended, applies,
 - b. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or

- c. Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves, regardless of whether such excess is the result of the application of a deductible under insurance coverage, is a Common Expense.

(2) If the entire Common Interest Community is not repaired or replaced:

- a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and
- b. Except to the extent that other persons will be distributees:
 - i. The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and
 - ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

(3) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of section 47-206 of the Act, as amended, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 22.2 – Property Insurance.

(a) Property insurance covering:

- i. The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments, whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors,

underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

- ii. All personal property owned by the Association.

(b) Amounts.

- i. The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date.
- ii. Personal property owned by the Association for an amount equal to its actual cash value.

(c) Deductibles. The deductible may not exceed the lesser of

- i. \$10,000, adjusted from January 1, 2000 in accordance with the provision of Section 47-213 of the Act, as amended; or
- ii. 1% of the replacement cost of the project facilities.

(d) The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(e) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(f) The name of the insured shall be substantially as follows:

"Woodhaven Condominium Inc. for the use and benefit of the Individual Owners."

Section 22.3 – Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.

- (ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (v) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 – Fidelity Bonds. The Association shall carry, or cause to be carried, a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three months assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days notice shall be required.

Section 22.5 – Unit Owner Policies.

- (a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (b) Notice to Unit Owners. At least once in each calendar year, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for repair costs that may be allocated against his or her Unit under the provisions of Subsection 19.2(i) and/or Subsection 19.2(f) and/or Subsection 23.2(b). However, the failure of the Association to furnish such notice shall not, in any way, prevent it from making the allocations provided for in those Subsections.

Section 22.6 – Workers' Compensation Insurance. The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.7 – Directors' and Officers' Liability Insurance. The Board of Directors shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Board of Directors may, from time to time, determine.

Section 22.8 – Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

Section 22.9 – Premiums. Insurance premiums shall be a Common Expense.

ARTICLE 23

Damage To or Destruction of Property

Section 23.1 – Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Act, as amended, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 – Cost.

- (a) Except as Provided in Subsections 6.5, 19.2(i) and 23.2(b), the cost of Repair or Replacement in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 19.1.
- (b) Except as Provided in Subsections 6.5 & 19.2(i) the cost of Repair or Replacement in excess of insurance proceeds resulting from a deductible in the property insurance coverage which does not exceed the limits set out in Subsection 22.2(c) or so much of the deductible that does not exceed that limit, shall be allocated as follows:
 - (i) If the Repair or Replacement is entirely to the Common Elements, the excess shall be a Common Expense assessed against all Units under Section 19.1.

- (ii) If the Repair or Replacement is entirely to a single Unit, the excess shall be assessed against the affected Unit only, under Subsection 19.2(f).
- (iii) If the Repair or Replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and Common Elements as the case may be in the same proportion as the total cost of Repair or Replacement to each of the affected Units and Common Elements bears to the total cost of Repair or Replacement to all of the affected Units and Common Elements. In calculating this portion, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 22.2 or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 23.2(b)(iii) shall be assessed against the Unit under Section 19.2(f). The portion of the excess allocated to the Common Elements shall be assessed against all Units under Section 19.

Section 23.3 – Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 23.4 – Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees;
 - i. The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;

- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 47-206(c) of the Act, as amended, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 – Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 – Certificates by the Board of Directors. A trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 – Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Board of Directors, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Waterbury from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 23.8 – Unit Owner Duty to Restore. Each Unit Owner has the responsibility to insure his or her Unit and the duty to restore, repair or replace his or her Unit following any damage or destruction to the Unit subject to the other provisions of this Article 23 and other provisions of the Declaration.

ARTICLE 24

Right to Notice and Comments; Notice and Hearing

Section 24.1 – Right to Notice and Comment. Wherever the documents require that an action be taken after "Notice and Comment," and at any other time the Board of Directors determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in a Record and shall be delivered in accordance with the provisions of Article 3 of the ByLaws. The notice shall be given not less than ten (10) days before the proposed action is to be taken.

Section 24.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision-makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 – Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after, being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 25

Open Meeting

Section 25.1 – Access. All meetings of the Board of Directors at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 25.2 – Notice. Notice of every such meeting shall be given in accordance with the provisions of the ByLaws.

Section 25.3 – Executive Sessions. Meetings of the Board of Directors may be held in executive session, only in accordance with the provisions of the ByLaws concerning executive sessions and/or as provided by the Act.

ARTICLE 26

Board of Directors

The affairs of the Association shall be governed by the Board of Directors in accordance with and subject to the limitations of the Declaration and the By-Laws. The Board of Directors may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership in accordance with the provisions of the ByLaws.

ARTICLE 27

Condemnation

If any or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking power shall be in accordance with Section 47-206 of the Act, as amended.

ARTICLE 28

Miscellaneous

Section 28.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 28.2 – Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

Section 28.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 28.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 28.5 – Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 28.6 – Execution of Documents. The President or Secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Documents.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be executed this 28th day of September 2012.

Signed and Delivered
In the presence of:

WOODHAVEN CONDOMINIUM, INC.


Charles A. Ryan


Deana Barber

By: 

Rita Itzo

Its President

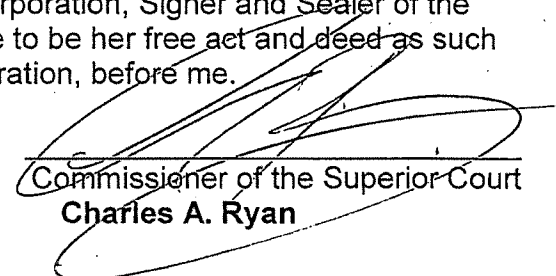
STATE OF CONNECTICUT)

) ss: Watertown

September 28, 2012

COUNTY OF LITCHFIELD)

On the 28th day of September, 2012, before me, personally appeared Rita Itzo, President of Woodhaven Condominium, Inc., a corporation, Signer and Sealer of the foregoing Instrument and acknowledged the same to be her free act and deed as such President and the free act and deed of said corporation, before me.


Commissioner of the Superior Court
Charles A. Ryan

Schedule A-1

All those certain pieces or parcels of land located in Waterbury, County of New Haven, State of Connecticut, and being bounded and described as follows:

Beginning at a point in the easterly line of Bentwood Drive, said point being the northwesterly corner of Lot #33, Woodhaven Section 43, and also being the most southerly corner of the within described parcel thence N. 12° 30' 00" W; 51.94 feet along the easterly line of Bentwood Drive; thence deflecting to the left on the arc of a curve having a radius of 175.00 feet a distance of 227.97 feet along the northeasterly line of Bentwood Drive; thence N. 87° 08' 20" W, 50.58 feet along the northerly line of Bentwood Drive; thence deflecting to the left on the arc of a curve having a radius of 425.00 feet, a distance of 210.08 feet along the northwesterly line of Bentwood Drive; thence S. 04° 27' 30" W. 22.22 feet along the northwesterly line of Bentwood Drive; thence deflecting to the right on the arc of a curve having a radius of 20.00 feet; a distance of 41.33 feet to a point in the easterly line of Woodglen Drive; thence N. 2° 51' 40" E. 337.03 feet along the easterly line of Woodglen Drive; thence S. 87° 06' 20" E. 605.65 feet along the southerly line of other land of Donald J. Ghent; thence S. 3° 51' 40" W. 199.35 feet along the westerly line of Lots #81 and 82, Woodhaven Section #4, each in part; thence S. 03° 44' 00"E. 77.07 feet along the southerly line of Lot 481, Woodhaven Section 44; thence S. 40° 43' 40" W. 307.29 feet along the northwesterly line of Lots #27, 29, 31, 33 Woodhaven Section #3, each in part, to the point and place of beginning. Area = 4.77 Acres.

and beginning at a point in the northerly line of Bentwood Drive, said point being the southeasterly corner of Corby Avenue and also being the southwesterly corner of the within described parcel; thence N. 81° 20' 54" E. 132.95 feet along the northerly line of Bentwood Drive; thence deflecting to the left on the arc of a curve having a radius of 25.00 feet a distance of 39.25 feet to a point in the westerly line of Woodglen Drive; thence N. 2° 51' 40" E. 197.00 feet along the westerly line of Woodglen Drive; thence N. 87° 08' 20" W. 146.53 feet along the southerly line of land of Donald J. Ghent; thence S. 3° 43' 40" W. 248.06 feet along the easterly line of Corby Avenue to the point and place of beginning. Area = 0.78 Acres.

Being the same property shown on a certain map entitled Section 1, Woodhaven Condominium Inc. Woodglen Drive and Bentwood Drive, Waterbury, Conn. dated Feb. 19. 1975 owned by Donald J. Ghent, L.T. Scott Smith Surveyor.

Said property is subject to the following easements and reservations of rights, to wit:

Easement Warren B. Hitchcock to The Connecticut Light and Power Company dated October 30, 1964 in Waterbury Land Records, Volume 870, Page 538;

Easement Warren B. Hitchcock and Arthur Baker, Executors dated December 17, 1965 in Waterbury Land Records, Volume 890, Page 292, to The Southern New England Telephone Company.

SECTION #2
WOODHAVEN CONDOMINIUM, INC.

Beginning at a point in the easterly line of Woodglen Drive, said point being the northwesterly corner of the 4.77 Acre part of Section One and also being the southwest corner of the within described parcel;

Thence N 2°-51'-40" E; 147.00 feet along the easterly line of Woodglen Drive;
Thence S 87°-08'-20" E; 140.00 feet along the southerly line of land of Donald J. Ghent;
Thence N 2°-51'-40" E; 30.00 feet along the easterly line of land of Donald J. Ghent;
Thence S 87°-08'-20" E; 468.74 feet along the southerly line of land of Donald J. Ghent;
Thence S 3°-51'-40" W; 177.03 feet along the westerly line of Woodhaven Section #4;
Thence N 87°-08'-20" W; 605.65 feet along the northerly line of the 4.77 Acre part of Section One to the point and place of beginning.

Area=2.37 Acres

And beginning in the westerly line of Woodglen Drive, said point being the northeasterly corner of the 0.78 Acre part of Section One and also being the southeasterly corner of the within described parcel;

Thence N 2°-51'-40" E; 215.00 feet along the westerly line of Woodglen Drive;

Thence N 87°-08'-20" W; 129.09 feet along the southerly line of land of Donald J. Ghent;

Thence S 9°-54'-10" W; 131.93 feet along the easterly line of Corby Ave.;

Thence S 3°-43'-40" W; 84.08 feet along the easterly line of Corby Ave.;

Thence S 87°-08'-20" E; 146.53 feet along the northerly line of the 0.78 Acre part of Section One to the point and place of beginning.

Area = 0.68 Acres

SECTION #3

WOODHAVEN CONDOMINIUM, INC.

Beginning at a point in the easterly line of Woodglen Drive, said point being the northwesterly corner of the 2.37 Acre part of Section #2 and also being the southwest corner of the within described parcel;

Thence N 2°-51'-40" E; 351.05 feet along the easterly line of Woodglen Drive;

Thence S 87°-08'-20" E; 171.57 feet along the southerly line of land of Donald J. Ghent;

Thence S 85°-21'-20 E; 27.18 feet along the southerly line of land of Donald J. Ghent;

Thence S 2°-51'-40" W; 110.20 feet along the westerly line of land of Donald J. Ghent;

Thence S 87°-08'-20" E; 80.00 feet along the southerly line of land of Donald J. Ghent;

Thence S 2°-51'-40" W; 210.00 feet along the easterly line of land of Donald J. Ghent;

Thence N 87°-08'-20" W; 138.74 feet along the northerly line of the 2.37 Acre part of Section #2;

Thence S 2°-51'-40" W; 30.00 feet along the westerly line of the 2.37 Acre part of Section #2;

Thence N 87°-08'-20" W; 140.00 feet along the northerly line of the 2.37 Acre part of Section #2 to the point and place of beginning.

Area = 1.95 Acres

And beginning at a point in the westerly line of Woodglen Drive; said point being the northeasterly corner of the 0.68 Acre part of Section #2 and also being the southeasterly corner of the within described parcel;

Thence N 2°-51'-40" E; 458.63 feet along the westerly line of Woodglen Drive;

Thence N 89°-56'-48" W; 142.13 feet along the southerly line of land of Donald J. Ghent;

Thence S 0°-33'-55" E; 375.15 feet along the easterly line of Cory Ave.;

Thence S 9°-54'-10" W; 77.79 feet along the easterly line of Corby Ave.;

Thence S 87°-08'-20" E; 129.09 feet along the northerly line of the 0.68 Acre part of Section #2 to the point and place of beginning.

Area = 1.34 Acres.

Schedule A-2

TABLE OF INTERESTS

Unit No.	Type	No. of Rooms	Approx Gross Sq. Feet Area	Patio	Porch	Parking space or Garage	Basement Storage
4-1	2 Bedroom	5	1143	X		68-1	
4-2	2 Bedroom	5	1143	X		67-2	
4-3	2 Bedroom	5	1143	X		66-3	
4-4	2 Bedroom Corner	5	1143	X		79-4	
4-5	2 Bedroom Garden	4	840	X		64-5	X
4-6	2 Bedroom Garden	4	882		X	65-6	X
4-7	2 Bedroom Garden	4	840	X		69-7	X
4-8	2 Bedroom Garden	4	882		X	70-8	X
4-9	2 Bedroom Corner	5	1143	X		60-9	
4-10	2 Bedroom	5	1143	X		63-10	
7A-1	2 Bedroom	5	1143	X		83-A1	
7A-2	2 Bedroom	5	1143	X		84-A2	
7A-3	2 Bedroom	5	1143	X		85-A3	
7A-4	2 Bedroom	5	1143	X		91-A4	
7B-1	2 Bedroom	5	1143	X		80-B1	
7B-2	2 Bedroom	5	1143	X		81-B2	
7B-3	2 Bedroom	5	1143	X		82-B3	
7C-1	2 Bedroom	5	1143		X	138-C1	
7C-2	2 Bedroom	5	1143		X	137-C2	
7C-3	2 Bedroom	5	1143		X	136-C3	
7C-4	2 Bedroom	5	1143		X	134-C4	
7C-5	2 Bedroom	5	1143		X	133-C5	
7C-6	2 Bedroom	5	1143		X	130-C6	

Unit No.	Type	No. of Rooms	Approx Gross Sq. Feet Area	Patio	Porch	Parking space or Garage	Basement Storage
7C-8	2 Bedroom	5	1143		X	111-C8	
8-1	3 Bedroom Town	5	1298	X		112-1	
8-2	3 Bedroom House	5	1298	X		113-2	
8-3	3 Bedroom	5	1298	X		116-3	
8-4	3 Bedroom	5	1298	X		118-4	
8-5	3 Bedroom Split	5	1298	X		120-5	
8-6	3 Bedroom Level	5	1298	X		123-6	
9-1	2 Bedroom	5	1143		X	88-1	
9-2	2 Bedroom	5	1143		X	89-2	
9-3	2 Bedroom	5	1143	X		90-3	
9-4	2 Bedroom	5	1143		X	94-4	
9-5	2 Bedroom	5	1143		X	93-5	
9-6	2 Bedroom	5	1143		X	32-6	
9-7	2 Bedroom	5	1143		X	35-7	
9-8	2 Bedroom	5	1143		X	36-8	
9-9	2 Bedroom	5	1143		X	125-9	
9-10	2 Bedroom	5	1143		X	124-10	
9-11	2 Bedroom	5	1143		X	148-11	
9-12	2 Bedroom	5	1143		X	147-12	
10-1	3 Bedroom Town	5	1298	X		152-1	
10-2	3 Bedroom House	5	1298	X		153-2	
10-3	3 Bedroom	5	1298	X		156-3	
10-4	3 Bedroom Split	5	1298	X		157-4	
10-5	3 Bedroom Level	5	1298	X		159-5	
10-6	3 Bedroom	5	1298	X		161-6	

Unit No.	Type	No. of Rooms	Approx Gross Sq. Feet Area	Patio	Porch	Parking space or Garage	Basement Storage
11-2	2 Bedroom	5	1143		X	Garage-2	
11-3	2 Bedroom	5	1143		X	Garage-3	
11-4	2 Bedroom	5	1143		X	181-4	
11-5	2 Bedroom	5	1143		X	182-5	
11-6	2 Bedroom	5	1143		X	183-6	
11-7	2 Bedroom	5	1143		X	104-7	
11-8	2 Bedroom	5	1143	X		103-8	
11-9	2 Bedroom	5	1143	X		99-9	
11-10	2 Bedroom	5	1143	X		100-10	
11-11	2 Bedroom	5	1143	X		101-11	
11-12	2 Bedroom	5	1143	X		102-12	
12-1	3 Bedroom Town	5	1298	X		110-1	
12-2	3 Bedroom House	5	1298	X		109-2	
12-3	3 Bedroom	5	1298	X		108-3	
12-4	3 Bedroom Split	5	1298	X		107-4	
12-5	3 Bedroom Level	5	1298	X		106-5	
12-6	3 Bedroom	5	1298	X		105-6	

AMENDED BYLAWS
OF
WOODHAVEN CONDOMINIUM, INC.

ARTICLE 1
INTRODUCTION

These are the Amended ByLaws of Woodhaven Condominium, Inc. ("Association")

All present and future owners, mortgagees, lessees and occupants of the Units and their employees, and any other persons who use the facilities or the Property in any manner, are subject to these ByLaws, the Declaration and the Rules, except as otherwise provided in the ByLaws and Declaration.

The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these ByLaws and the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE 2
BOARD OF DIRECTORS

Section 2.1 – Number and Qualifications. (a) The affairs of the Association shall be governed by an Executive Board consisting of five (5) persons, all of whom shall be Unit Owners. For the purposes of this provision only, if any Unit is owned by a partnership, corporation or limited liability company any officer, partner, member or employee of that Unit Owner shall be considered to be a Unit Owner. If any Unit is owned by a Trust, any current Trustee of said Trust or current Beneficiary shall be considered to be a Unit Owner.

The members of the Executive Board shall be elected by the Unit Owners for terms of two (2) years.

At any meeting at which Board Members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these ByLaws or the Corporation Laws of the State of Connecticut.

(b) The terms of at least two (2) of the members of the Board of Directors shall expire annually, as established in a resolution of the members setting terms.

(c) The Board of Directors shall elect the officers. The Board of Directors members and officers shall take office upon election.

(d) For purposes of electing Board Members the Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Unit

Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 – Powers and Duties. (a) Subject to the provisions of the Declaration and the ByLaws, the Association:

- (1) Shall adopt and may amend ByLaws, and may adopt and amend Rules. May adopt, amend and enforce Maintenance Standards in accordance with the provisions of the Declaration;
- (2) Shall adopt and may amend budgets, may adopt and amend special assessments, may collect assessments for common expenses from Unit Owners and may invest funds of the Association;
- (3) May hire and discharge employees, agents and independent contractors; including managing agents.
- (4) May institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community;
- (5) May make contracts and incur liabilities;
- (6) May regulate the use, maintenance, repair, replacement and modification of common elements;
- (7) May cause additional improvements to be made as a part of the common elements;
- (8) May acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but common elements may be conveyed or subjected to a security interest only pursuant to section 47-254 of the Act, as amended.
- (9) May grant easements, leases, licenses and concessions through or over the common elements;
- (10) May impose and receive any payments, fees or charges for the use, rental or operation of the common elements, other than limited common elements described in subsections (2) and (4) of section 47-221 of the Act, as amended, and for services provided to Unit Owners;
- (11) May impose charges or interest or both for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, ByLaws, Rules and Regulations of the Association;

(12) May impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by section 47-270 of the Act, as amended, or statements of unpaid assessments;

(13) May provide for the indemnification of its Officers and Executive Board and maintain Directors' and Officers' liability insurance;

(14) Subject to subsection (d) of Section 47-261e of the Act, may assign its right to future income, including the right to receive common expense assessments, subject to majority vote of all Unit Owners;

(15) May exercise any other powers conferred by the Declaration or ByLaws;

(16) May exercise all other powers that may be exercised in Connecticut by legal entities of the same type as the Association;

(17) May exercise any other powers necessary and proper for the governance and operation of the Association;

(18) May require, by regulation, that disputes between the Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding; and

(19) May suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:

(1) Deny a Unit Owner or other occupant access to the Owner's Unit or its Limited Common Elements;

(2) Suspend a Unit Owner's right to vote or participate in meetings of the Association;

(3) Prevent a Unit Owner from seeking election as a director or officer of the Association; or

(4) Withhold services provided to a unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

(b) The Executive Board promptly shall provide notice to the Unit Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of Rules, recovery of unpaid assessments or other sums due the Association, or defense of the Association's lien on a unit in a foreclosure action commenced by a third party.

(c) If a tenant of a Unit Owner violates the Declaration, ByLaws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

(1) Exercise directly against the tenant the powers described in subdivision (11) of subsection (a) of this section;

(2) After giving notice to the tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and

(3) Enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Connecticut General Statutes Chapter 832.

(d) The rights referred to in subdivision (3) of subsection (c) of this section may only be exercised if the tenant or Unit Owner fails to cure the violation within ten days after the Association notifies the tenant and Unit Owner of that violation.

(e) Unless a lease otherwise provides, this section does not:

(1) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or

(2) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, ByLaws or Rules and Regulations.

(f) The Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Declaration, ByLaws and Rules and Regulations, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Executive Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

(1) The Association's legal position does not justify taking any or further enforcement action;

(2) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law;

(3) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(4) It is not in the Association's best interests to pursue an enforcement action.

(g) The Executive Board's decision under subsection (f) of this section not to pursue enforcement under one set of circumstances does not prevent the Executive Board from taking enforcement action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

Section 2.2.1 – Board of Directors Powers and Duties. Except as provided in the Declaration and the ByLaws, the Board of Directors may act in all instances on behalf of the Association. In accordance with Section 47-245(b) of the Act, the Board of Directors may not (1) amend the Declaration, except as provided in Section 47-236 of the Act; (2) terminate the Association; (3) elect members of the Board of Directors, except the Board of Directors may fill vacancies in its membership for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Board members; or (4) determine the qualifications, powers and duties, or terms of office of Board members.

Section 2.2.2 – Collection of Unpaid Assessments. Foreclosure of Unpaid Liens. The Board of Directors shall establish a written collection policy for all sums owed the Association in accordance with the provisions of Section 47-258 of the Act, as amended. A copy of the collection policy shall be available to all Unit Owners upon request.

Section 2.3 – Standard of Care. In the performance of their duties, officers and members of the Executive Board shall exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized under Connecticut General Statutes Chapter 602, and are subject to the conflict of interest rules governing directors and officers under Chapter 602.

Section 2.4 – Additional Limitations. The Board of Directors shall be additionally limited pursuant to Article 26 of the Declaration.

Section 2.5 – Manager. The Board of Directors may employ for the Common Interest Community, a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 – Removal of Members of the Board of Directors. (a) Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that, (1) the Unit Owners may not consider whether to remove a member of the Executive Board at a meeting of the Unit Owners unless that subject was listed in the notice of the meeting and (2) at any meeting at which a vote to remove a member of the Executive Board is to be taken, the Member being considered for removal must have a reasonable opportunity to speak before the vote.

Section 2.7 – Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a regular meeting or a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected or appointed shall be a Director for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Executive Board Members. Vacancies in the Board of Directors caused by Unit Owner removal shall be filled by a vote of the Unit Owners at the same meeting as the removal or at any subsequent meeting of the Unit Owners called for such purpose at which a quorum is present.

Section 2.8 – First Meeting. The first meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected. No notice shall be necessary to the newly elected Board Members in order to legally constitute such meeting, providing a majority of the members shall be present thereat. The Board of Directors may set a schedule by resolution and no further notice is necessary to constitute such regular meetings, except as otherwise provided in these ByLaws.

Section 2.9 – Meetings of Board of Directors and Committees: The following requirements apply to meetings of the Executive Board and committees of the Association authorized to act for the Association:

1. Meetings shall be open to the Unit Owners and to a representative designated by any Unit Owner except during executive sessions. The Executive Board and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to: (A) Consult with the Association's attorney concerning legal matters; (B) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (C) discuss labor or personnel matters; (D) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or (E) prevent public knowledge of the matter to be discussed if the Executive Board or committee determines that public knowledge would violate the privacy of any person.
2. For purposes of this section, a gathering of Board Members at which the Board Members do not conduct Association business is not a meeting of the Executive Board. The Executive Board and its members may not use incidental or social gatherings of Board Members or any other method to evade the open meeting requirements of this section.
3. Notwithstanding any actions taken by unanimous consent pursuant to these ByLaws, the Executive Board shall meet at least two (2) times a year. All

Executive Board meetings shall be at the Association or at a place convenient to the Association unless the ByLaws are amended to vary the location of those meetings.

4. At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Association.
5. Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the secretary or other officer specified in the ByLaws shall give notice of each Executive Board meeting to each Board Member and to the Unit Owners. The notice shall be given at least five (5) days before the meeting and shall state the time, date, place and agenda of the meeting.
6. If any materials are distributed to the Executive Board before the meeting, the Executive Board at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.
7. The Executive Board may meet by telephonic, video or other conferencing process if (A) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and (B) the process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments as provided in subdivision (4) of this subsection.
8. Unit Owners may amend the ByLaws to vary the procedures for meetings by conference calls described in subdivision (7) of this subsection.
9. Instead of meeting, the Executive Board may act by unanimous consent as documented in a record authenticated by all its members. The secretary promptly shall give notice to all Unit Owners of any action taken by unanimous consent.
10. Even if an action by the Executive Board is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the Executive Board for failure to comply with this section may not be brought more than sixty (60) days after the minutes of the Executive Board meeting at which the action was taken are approved or the record of that action is distributed to Unit Owners, whichever is later.

Section 2.10 – Waiver of Notice. Any member may waive notice of any meeting in writing. Attendance by a Board of Directors Member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.11 – Quorum of Directors. Unless the ByLaws specify a larger number, a quorum of the Executive Board is present for purposes of determining the validity of any action taken at a meeting of the Executive Board only if individuals entitled to cast a

majority of the votes on that board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of at least a majority of the Board Members present is the act of the Executive Board.

Section 2.12 – Fidelity Bonds. To the extent reasonably available, the Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on the bonds shall be a Common Expense.

Section 2.13 – Compensation. - No member of the Board of Directors shall receive compensation from the Association for acting as such.

ARTICLE 3 **UNIT OWNERS**

Section 3.1 – Annual Meeting Notice. A meeting of the Association shall be held at least once each year.

(a) The following requirements apply to Unit Owner meetings:

(1) The Association shall hold a meeting of Unit Owners annually at a time, date and place as the Board of Directors may designate.

(2) The Association shall hold a special meeting of Unit Owners if its president, a majority of the Executive Board, or Unit Owners having at least twenty percent (20%) of the votes in the Association request that the secretary call the meeting. If the Association does not notify Unit Owners of a special meeting within fifteen (15) days after the requisite number or percentage of Unit Owners request the secretary to do so, the requesting members may directly notify all the Unit Owners of the meeting. Only matters described in the meeting notice required by subdivision (3) of this subsection may be considered at a special meeting;

(3) The Association shall notify Unit Owners of the time, date and place of each annual and special Unit Owners meeting not less than ten (10) days or more than sixty (60) days before the meeting date. Notice may be by any means described in these ByLaws. The notice of any meeting shall state the time, date and place of the meeting and the items on the agenda, including (A) a statement of the general nature of any proposed amendment to the Declaration or ByLaws, (B) any budget changes, and (C) any proposal to remove a member of the Executive Board;

(4) Unit Owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Association; and

(5) Meetings of Unit Owners may be conducted by telephonic, video or other conferencing process if the alternative process is consistent with these ByLaws.

(b) Meetings of the Association shall be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised unless two-thirds of the votes allocated to owners present at the meeting are cast to suspend those rules.

(c) The Association shall deliver any notice required to be given by the Association under the Act, as amended, or these ByLaws, to any mailing or electronic mail address a Unit Owner designates, except that the Association may also deliver notices by: (1) hand delivery to each Unit Owner; (2) hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each unit; (3) electronic means, if the Unit Owner has given the Association an electronic address; or (4) any other method reasonably calculated to provide notice to the Unit Owner.

(d) Notices required by these ByLaws are effective when sent. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

Section 3.2 – Budget Meeting. Meetings of Unit Owners to consider the proposed budget shall be called in accordance with Section 19.4 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 – Place of Meeting. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the President.

Section 3.4 – Waiver of Notice.

- (a) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.
- (b) Attendance by a Unit Owner at any meeting of the Unit Owners
 - (i) shall constitute a waiver of notice unless the Unit Owner at the beginning of the meeting objects to holding the meeting, or transacting business at the meeting; and
 - (ii) shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

Section 3.5 – Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting either in person or by proxy may adjourn the meeting to another time.

Section 3.6 – Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call or check-in procedure.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Board of Directors (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of members of the Board of Directors (when required).
- (h) Ratification of Budget (if required).
- (i) Unfinished business.
- (j) New Business.
- (k) Public Forum (Comment on Any Matter Affecting the Community)

Section 3.7 – Quorum and Voting. (a) A quorum is present throughout any meeting of the Unit Owners if persons entitled to cast twenty percent (20%) of the votes in the Association are present in person or by proxy at the beginning of the meeting.

(b) Unit Owners may vote at a meeting in person, by a proxy pursuant to subsection (d) of this section or, when a vote is conducted without a meeting, by electronic or paper ballot pursuant to subsection (e) of this section.

(c) At a meeting of Unit Owners the following requirements apply:

(1) If only one of several owners of a unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that unit. If more than one of the owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

(2) Unless a greater number or fraction of the votes in the Association is required by the Act or other law or the Declaration, a majority of the votes cast is the decision of the Unit Owners.

(d) Except as otherwise provided in the Declaration or ByLaws, the following requirements apply with respect to proxy voting:

- (1) Votes allocated to a unit may be cast pursuant to a directed or undirected proxy duly executed by a Unit Owner;
- (2) If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy;
- (3) A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association;
- (4) A proxy is void if it is not dated or purports to be revocable without notice;
- (5) A proxy terminates one year after its date, unless it specifies a shorter term; and
- (6) A person may not cast votes representing more than fifteen percent (15%) of the votes in the Association pursuant to undirected proxies.

(e) The Association may conduct a vote without a meeting. In that event, the following requirements apply:

- (1) The Association shall notify the Unit Owners that the vote will be taken by ballot;
- (2) The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter;
- (3) The ballot must set forth each proposed action or office to be filled and provide an opportunity to vote for or against the action or the candidate for office;
- (4) When the Association delivers the ballots, it shall also: (A) indicate the number of responses needed to meet the quorum requirements; (B) state the percentage of votes necessary to approve each matter other than election of Directors; (C) specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and (D) describe the time, date and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so;
- (5) Except as otherwise provided in the Declaration or ByLaws, a ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote; and

(6) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

(f) Votes allocated to a unit owned by the Association shall be cast in any vote of the Unit Owners in the same proportion as the votes cast on the matter by Unit Owners other than the Association.

(g) For the purposes of these ByLaws and the Act, "fraction or percentage", with respect to the Unit Owners or the votes in the Association, means the stated fraction or percentage of Unit Owners of units to which at least the stated percentage or fraction of all the votes in the Association are allocated, unless the provisions of this chapter or said sections provides that the "fraction or percentage" refers to a different group of Unit Owners or votes.

Section 3.8 – Majority Vote. The vote of a Majority of the Unit Owners present in person, by proxy or by ballot, at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these ByLaws or by law, a higher percentage vote is required.

ARTICLE 4

Officers

Moderator of Meetings

Section 4.1 – Designation. The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

Section 4.2 – Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3 – Removal of Officers. Upon the affirmative vote of a majority of the Directors, any Officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 4.4 – President. The president shall be the chief executive officer of the Association. Except as provided in Section 4.10, he or she shall preside at all meetings of the Unit Owners and of the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation

organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the ByLaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 – Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be imposed upon him or her by the Board of Directors or by the president.

Section 4.6 – Secretary. The secretary shall keep or cause to be kept the minutes of all meetings of the Unit Owners and the Board of Directors. He or she shall have charge of such books and papers as the Board of Directors may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the ByLaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 – Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board of Directors may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.8 – Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6 and 4.7 of these ByLaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any Officer of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 4.9 – Compensation. No Board Member or Officer may receive a fee or compensation of any nature from the Association for acting as such, but shall be reimbursed for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 – Moderator of Meetings. Because the president is the chief executive officer of the Association, from time to time it will be appropriate for him or her to participate in the debate at Association meetings, something he or she cannot do while chairing the meeting, the Unit Owners may select a moderator to chair Association meetings either:

- (a) At the request of the president, or in his or her absence, the vice president; or
- (b) By Vote of the Unit Owners at any time during a meeting.

The moderator may be, but does not have to be, a Unit Owner.

ARTICLE 5 **Enforcement**

Section 5.1 – Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a reasonable fine in an amount established from time to time by the Board of Directors for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the rule or order of the Board of Directors.

Section 5.2 – Enforcement, Hearing. (a) Except as otherwise provided in the ByLaws, before the Association brings an action or institutes a proceeding against a Unit Owner the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the Unit Owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include a statement of the nature of the claim against the Unit Owner and the date, time and place of the Hearing.

(b) The Unit Owner shall have the right to give testimony orally or in writing at the Hearing, either personally or through a representative, and the Executive Board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such Unit Owner.

(c) The Executive Board shall make such decision and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the Hearing.

(d) This provisions of subdivision (1) of this subsection shall not apply to an action brought by the Association against a Unit Owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a unit or fines imposed against a Unit Owner pursuant to the Declaration and the Act.

(e) Any Unit Owner seeking to enforce a right granted or obligation imposed by the Act, the Declaration, the ByLaws or the Rules against the Association or another unit owner may submit a written request to the Association for a Hearing before the Executive Board. Such request shall include a statement of the nature of the claim against the Association or another Unit Owner.

(f) Not later than thirty (30) days after the Association receives such request, the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include the date, time and place of the Hearing. Such Hearing shall be held not later than forty-five (45) days after the Association receives such request.

(g) The Executive Board shall make a decision on the Unit Owner's claim and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty days (30) after the Hearing.

(h) The failure of the Association to comply with the provisions of this subsection shall not affect a Unit Owner's right to bring an action pursuant to the Act.

ARTICLE 6

Indemnification

The Directors and Officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-1116 to 33-1124 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE 7

Records

Section 7.1 – Records and Audits. The Association shall maintain financial records and other records as set forth in this Section. All documents required to be included in Resale Certificates as set forth in Section 7.4 are included in Records that shall be maintained by the Association. All records shall be maintained and audited in accordance with the Declaration and these ByLaws. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 – Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice. The Board of Directors may adopt regulations for the orderly inspection of records and for reimbursing the Association or its manager for the cost of making and providing copies.

Section 7.3 – Maintenance and Inspection of Association Records. (a) The Association shall retain the following records:

- (1) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
- (2) Minutes of all meetings of its Unit Owners and Executive Board other than executive sessions, a record of all actions taken by the Unit Owners or Executive Board without a meeting, and a record of all actions taken by a committee in place of the Executive Board on behalf of the Association;
- (3) The names of Unit Owners in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast;
- (4) The Association's original or restated organizational documents, if required by law other than this chapter, ByLaws and all amendments to them, and all Rules and Regulations currently in effect;
- (5) All financial statements and tax returns of the Association for the past three (3) years;
- (6) A list of the names and addresses of its current Executive Board Members and Officers;
- (7) The Association's most recent annual report delivered to the Secretary of the State, if any;
- (8) Financial and other records sufficiently detailed to enable the Association to comply with section 47-270 of the Act, as amended;
- (9) Copies of current contracts to which the Association is a party;
- (10) Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners;

(11) Ballots, proxies and other records related to voting by Unit Owners for one (1) year after the election, action or vote to which they relate; and

(12) Policy for collection of all amounts due the Association and foreclosure of Association lien.

(b) Subject to subsections (c) and (d) of this section, all records retained by the Association shall be available for examination and copying by a Unit Owner or the owner's authorized agent:

(1) During reasonable business hours or at a mutually convenient time and location; and

(2) Upon five days' notice in a record reasonably identifying the specific records of the Association requested.

(c) Records retained by the Association shall be withheld from inspection and copying to the extent that they concern:

(1) Personnel, salary and medical records relating to specific individuals, unless waived by the person or persons to whom such records relate; or

(2) Information the disclosure of which would violate any law other than chapter 828, The Act.

(d) Records retained by the Association may be withheld from inspection and copying to the extent that they concern:

(1) Contracts, leases and other commercial transactions to purchase or provide goods or services, currently being negotiated;

(2) Existing or potential litigation or mediation, arbitration or administrative proceedings;

(3) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, ByLaws or Rules and Regulations;

(4) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

(5) Records of an executive session of the Executive Board; or

(6) Individual unit files other than those of the requesting owner.

(e) The Association may charge a reasonable fee for providing copies of any records under this section and for supervising the Unit Owner's inspection.

(f) A right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner.

(g) The Association is not obligated to compile or synthesize information.

(h) Information provided pursuant to this section may not be used for commercial purposes.

Section 7.4 – Resale Certificates and Statements of Unpaid Assessments. (a) A Unit Owner shall furnish to a purchaser or such purchaser's attorney, before the earlier of conveyance or transfer of the right to possession of a unit, a copy of the Declaration, other than any surveys and plans, the ByLaws, the Rules and Regulations of the Association, and a certificate containing:

(1) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit held by the Association;

(2) a statement setting forth the amount of the periodic common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit Owner;

(3) a statement of any other fees payable by the owner of the unit being sold;

(4) a statement of any capital expenditures in excess of one thousand dollars (\$1,000.00) approved by the Executive Board for the current and next succeeding fiscal year;

(5) a statement of the amount of any reserves for capital expenditures;

(6) the current operating budget of the Association;

(7) a statement of any unsatisfied judgments against the Association and the existence of any pending suits or administrative proceedings in which the Association is a party, including foreclosures but excluding other collection matters;

(8) a statement of the insurance coverage provided for the benefit of Unit Owners, including any schedule of standard fixtures, improvements and betterments in the units covered by the Association's insurance that the Association prepared pursuant to subsection (b) of section 47-255 of the Act, as amended;

(9) a statement of any restrictions in the Declaration affecting the amount that may be received by a Unit Owner on sale, condemnation, casualty loss to the unit or the Association or termination of the Association;

(10) the name of the statutory agent for service of process filed with the Secretary of the State pursuant to section 47-244a of the Act, as amended;

(11) a statement describing any pending sale or encumbrance of common elements;

(12) a statement disclosing the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person;

(13) a statement disclosing the number of units whose owners are at least sixty days delinquent in paying their common charges on the date of the statement;

(14) a statement disclosing the number of foreclosure actions brought by the Association during the past twelve (12) months and the number of such actions pending on a specified date within sixty (60) days of the date of the statement; and

(15) any established maintenance standards adopted by the Association pursuant to subsection (e) of section 47-257 of the Act, as amended.

(b) The Association shall, during the month of January in each year, file in the office of the Town Clerk of Waterbury a certificate setting forth the name and mailing address of the officer of the Association or the managing agent from whom a resale certificate may be requested, and shall, thereafter, file such a certificate within thirty (30) days of any change in the name or address of such officer or agent. The Town Clerk shall keep such certificate on file in his or her office and make it available for inspection.

ARTICLE 8

Miscellaneous

Section 8.1 – Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time. Except as otherwise provided in these ByLaws, all notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed except notices of changes of address which shall be deemed to have been given when received.

Section 8.2 – Fiscal Year. The Board of Directors shall establish the fiscal year of the Association.

Section 8.3 – Waiver. No restriction, condition, obligation, or provision contained in these ByLaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 8.4 – Office. The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.

ARTICLE 9

Access to Units

Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

ARTICLE 10

Amendments to ByLaws

The ByLaws may be amended only by a majority vote of the Unit Owners at a meeting of the Unit Owners called for such purpose at which a quorum is present.

ARTICLE 11

Insurance Requirement for Individual Units

Section 11.1 – Insurance for Each Individual Unit. Each Unit Owner shall provide and maintain insurance coverage for fire, other casualty losses and liability protection. In

the event that the Master Association Insurance Policy provides for a deductible with respect to damaged conditions, to any portion of a Unit the Insurance Policy for each individual Unit shall be used to cover any such Master Policy deductible amount. In the event that the Association is called upon to pay for any such Master Policy deductible due to the failure of a Unit Owner to maintain insurance coverage for each Unit as herein set forth, the Association shall be reimbursed by the respective owner of any such damaged Unit up to the amount of the deductible. Any such reimbursement shall be paid prior to the Association completing repairs of the damaged condition. If the Association completes said repairs prior to any such reimbursement, the Association shall have a lien against said Unit for the amount expended up to the amount of the deductible. Said lien may be foreclosed in the same manner as the collection of unpaid common charges and assessments. Each Unit Owner shall be responsible for all Association costs of collection and/or foreclosure in connection with recovery of any such deductible amount. The provisions of this Paragraph shall apply in accordance with the provisions of the Declaration.

ARTICLE 12

Rules

- (a) At least ten (10) days before adopting, amending or repealing any rule, the Executive Board shall give all Unit Owners notice of: (1) its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and (2) any rule may be adopted, amended or repealed only by a majority vote of the Executive Board.
- (b) Following adoption, amendment or repeal of a rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised rule.
- (c) Subject to the provisions of the Declaration, the Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards. If the Association adopts such rules, the Association shall adopt procedures for enforcement of those rules and for approval of construction applications, including a reasonable time within which the Association must act after an application is submitted and the consequences of its failure to act.
- (d) A rule regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display, on a unit or on a Limited Common Element adjoining a unit, of the Connecticut State Flag, or signs regarding candidates for public or Association office or ballot questions, but the Association may adopt rules governing the time, place, size, number and manner of those displays.
- (e) The Association may not prohibit or hinder any Unit Owner, lessee or sublessee from attaching to his or her entry door or entry door frame any object which is motivated by observance of a religious practice or sincerely held religious belief. Notwithstanding the Association may prohibit a display motivated by observance of a

religious practice or sincerely held religious belief to the extent allowed by the first amendment to the United States Constitution and section 3 of article first of the Connecticut Constitution when such item: (1) threatens the public health or safety; (2) hinders the opening and closing of an entry door; (3) violates any federal, state or local law; (4) contains graphics, language or any display that is obscene or otherwise patently offensive; (5) individually or in combination with each other item displayed or affixed on an entry door frame has a total size greater than twenty-five square inches; or (6) individually or in combination with each other item displayed or affixed on an entry door has a total size greater than four square feet.

- (f) Unit Owners may peacefully assemble on the common elements to consider matters related to the Common Interest Community, but the Association may adopt rules governing the time, place and manner of those assemblies.
- (g) The Association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to:
 - a. Implement a provision of the Declaration;
 - b. Regulate any behavior in or occupancy of a unit which violates the Declaration or adversely affects the use and enjoyment of other units or the common elements by other Unit Owners; or
 - c. Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in Common Interest Communities or regularly purchase those mortgages.
- (h) The Association's internal business operating procedures need not be adopted as rules.
- (i) Each rule of the Association must be reasonable.

These Amended ByLaws were approved by the Association on 8th day of September, 2012.

**WOODHAVEN
CONDOMINIUM, INC.**

By: 

Rita Itzo

Its President

WOODHAVEN CONDOMINIUM, INC. COLLECTION/FORECLOSURE POLICY

WHEREAS, The Connecticut Common Interest Ownership Act ("The Act"), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of common expense assessments. The lien is not prior to real estate taxes and most other municipal liens. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes collection costs, court costs, title search costs and attorney's fees.

THEREFORE, the Association hereby adopts the following Collection/Foreclosure Policy in accordance with C.G.S. §47-258:

STANDARD COLLECTION/FORECLOSURE POLICY

1. It is the responsibility of each unit owner to pay all common charges, assessments, fines and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the non-receipt of such notices by a unit owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each unit owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.
2. All amounts received from a unit owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed on the fifteenth (15th) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15th) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the unit owner makes a payment of not less than the amount due for said month and said payment is received on or before the fifteenth (15th) calendar day of the month.

3. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.
4. The Association's Attorney may but need not send an initial "Pre-foreclosure" letter to the Unit Owner. If so, this Pre-foreclosure shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit Owner contacts the attorney and requests verification of the amount of unpaid assessments against the Unit, the Attorney will verify the debt, to the extent required by law, without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the unit owner will be responsible for all common charges, late charges, assessments, attorney's fees and costs of collection. For each payment received by the Attorney a fee not to exceed \$25.00 shall be assessed to cover the costs of processing the payment.
5. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association the attorney will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.
6. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 62 days prior to initiating a foreclosure action, shall forward a 62 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 62 day letter shall be sent via first class mail and shall include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to

the Association not later than sixty two days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.

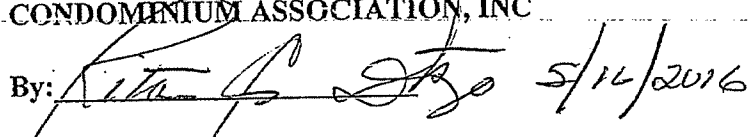
7. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

This Collection/Foreclosure Policy was adopted with the same formalities required to adopt a Rule, following Notice and Comment to the Unit Owners, on this 16th day of May, 2016

WOODHAVEN
CONDOMINIUM ASSOCIATION, INC

By:


Its President

WOODHAVEN CONDOMINIUM, INC.
MAINTENANCE STANDARDS

**SECTION 1 – HOT WATER HEATERS
MAINTENANCE, REPAIR AND REPLACEMENT**

Section 1.1. – Unit Owner Responsibility for Maintenance, Repair and Replacement of Hot Water Heaters: Each Unit Owner shall be responsible for maintenance, repair and replacement of the hot water heater that services their Unit.

Section 1.2. – Mandatory Replacement of Hot Water Heaters: Each Unit Owner shall replace the hot water heater that services their Unit not later than the recommended or rated life use of the hot water heater.

Section 1.3 – Automatic Shutoff. Each Unit Owner shall install an automatic shutoff valve on any new hot water heater installed in his or her Unit.

**SECTION 2 – CLOTHES WASHER CONNECTIONS AND DISHWASHER
CONNECTIONS; MAINTENANCE REPAIR AND REPLACEMENT**

Unit Owner responsibility for maintenance, repair and replacement of clothes washer and dishwasher connections: Each Unit Owner shall be responsible for maintenance, repair and replacement of clothes washers and dishwashers connections. Washing machine hoses must be steel braided and turned off when the Unit is vacant.

**SECTION 3 – UNIT OWNER RESPONSIBILITY TO MAINTAIN HEAT IN UNIT
DURING WINTER**

Each Unit Owner shall during the winter months (December 1 through April 30) be responsible to maintain heat of not less than 58 degrees Fahrenheit in all living areas contained within the boundaries of the Unit.

**SECTION 4 – TOILETS AND PLUMBING FIXTURES; MAINTENANCE REPAIR
AND REPLACEMENT; EVIDENCE OF RUNNING WATER AND/OR MOLD**

Section 4.1. No running water spigots may be left unattended or allowed to cause overflow. Outdoor water spigots shall be winterized to prevent freezing. All leaky pipes, valves and running toilets must be promptly repaired. Each Unit Owner shall be responsible for maintenance, repair and replacement of plumbing fixtures within their Unit in order to prevent water damage in their Unit and any

other Unit. Each Unit Owner shall be responsible to prevent running toilets or other water fixtures in order to avoid excessive water usage costs to the Association.

Section 4.2. – Reporting of Leaks and Mold Conditions. Each Unit Owner acknowledges that serious damage to the common interest community is likely to occur where a leak or other condition of escaping water is identified by the Unit Owner but is not reported to the Association on a timely basis. Accordingly, each Unit Owner shall owe a duty to the Association and the other Unit Owners in the common interest community to report to the Association any leak or other condition resulting in escaped water immediately after identifying any such leak or condition or as quickly thereafter as is reasonably possible. Each Unit Owner shall be responsible to report evidence of mold or conditions that could lead to mold immediately to the Association.

SECTION 5 – LICENSED AND INSURED CONTRACTORS

Any maintenance, repair and replacement activity authorized by the Unit Owner, whether performed in connection with one of the maintenance, repair and replacement standards contained herein or for any maintenance, repair and replacement activity not covered by these standards which relates to the Unit or any Limited Common Element to be maintained, repaired and replaced by the Unit Owner, shall be performed by a contractor which is licensed and insured to at least the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. Upon request made by the Association, the Unit Owner shall provide the Association with documentation satisfactory to the Association with regard to the licensing and insurance maintained by any contractor which performs work on the Unit.

SECTION 6 – SMOKE ALARMS

Each Unit Owner shall be responsible to install and on an annual basis shall be responsible for an inspection of any smoke alarms which serve only his or her Unit. Where batteries are utilized in smoke alarms, batteries shall be replaced by the Unit Owner at least annually.

SECTION 7 – ELECTRICAL CIRCUITS AND OUTLETS

Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit breaker boxes. No single electrical device or assemblage of electrical devices creating electrical overloading of standard circuits may be used.

SECTION 8 – GENERAL STANDARD OF CARE

Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the Units, the fixtures and improvements located within the boundaries of the Units and the Limited Common Elements which the Unit Owners are required to maintain] repair and replace. Each Unit Owner shall be under a duty to use reasonable care to maintain, repair and replace his or her Unit, the fixtures and improvements located within the boundaries of the Unit and the Limited Common Elements which the Unit Owner is required to maintain, repair and replace. It is expected that the Unit Owner will use the same level of care in performing his or her maintenance, repair and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe.

SECTION 9 - UNIT OCCUPANT RESPONSIBILITIES

Each Unit Owner shall be responsible for ensuring that any tenant, guest, invitee or other occupant of the Unit complies with each of the maintenance, repair and replacement standards set forth above. For the purpose of interpreting and applying these maintenance, repair and replacement standards, where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

SECTION 10 - ASSOCIATION RIGHT OF ACCESS TO UNITS

Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as

provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

**SECTION 11 – UNIT OWNER RESPONSIBILITY FOR COST INCURRED
DUE TO FAILURE TO COMPLY WITH THESE MAINTENANCE STANDARDS**

Each Unit Owner shall be responsible to pay all damages and costs incurred by the Association to repair any damage to their Unit, any other Unit or any Common Element as a result of the Unit Owners failure to comply with these Maintenance Standards in accordance with Subsection 19.2(i) of the Declaration.

These Maintenance Standards were approved by the Executive Board on 8TH day of September, 2012.

**WOODHAVEN
CONDOMINIUM, INC.**

By: 

Rita Itzo

Its President

WOODHAVEN
CONDOMINIUM INC

AMENDMENT TO RULES

This Rule was adopted by the Board of Directors of Woodhaven Condominium, Inc. on the 19 day of May 2016 in accordance with Article 12 of the ByLaws.

RESTRICTION ON DOGS. Dogs are restricted as follows:

1. No dog is allowed on the Association property, including within units, unless it is of a gentle disposition. Notwithstanding, Pit Bulls, Rottweilers, German Shepherds, Akitas and Dobermans, are strictly prohibited at all times without exception;
2. Unit Owners are responsible for any damage and/or injury caused by their dog and/or a guest's dog.
3. No Unit may have more than one (1) dog, second dog may be allowed but must first be approved by the Board of Directors ONLY;
4. All permitted dogs shall be licensed by the City of Waterbury and a copy of each license shall be filed with the Property Manager;
5. All dogs shall have rabies shots, rabies tag and license tag;
6. The Unit Owner shall be responsible for, and shall indemnify the Association for, any claims, damages, liabilities or costs of any nature which may be asserted or sustained against the Association and/or members of its Executive Board and/or its Property Manager by reason, directly or indirectly, of actions of his/her dog; including any unauthorized dogs;
7. The Association shall have the right, subject to notice and hearing, to assess fines, in an amount determined by the Board, against a Unit Owner for any violation of this Rule. The Association, subject to notice and hearing, shall have the authority to order any dog removed permanently from the Condominium if the dog is a prohibited dog, a nuisance, or if a dog attacks or bites a person or another dog.
8. No dog outside the unit shall be left unattended. All dogs shall be on a leash of less than 12 feet long at all times. No dogs shall be curbed or tethered in any courtyard or close to any patio or deck.
9. All costs incurred by the Association in connection with enforcement of this Rule, including but not limited to court costs and attorneys fees, shall be assessed against the offending Unit Owner. A Unit Owner shall be responsible for a violation by his/her tenant and/or guest;
10. At its sole discretion, the Board may authorize exceptions to this Rule if a Unit Owner has a genuine medical need. Such authorization will be given by the Board following unit owner submission of a proper application and a certificate of need. Any such approval will be granted to the extent reasonably required to accommodate any such medical need or disability. If at any time the medical need no longer requires a dog, then the dog shall be immediately removed from the Unit and Association property;
11. Unit Owners with dogs must take reasonable measures to prevent the pet from causing a nuisance including, but not limited to, barking between 8:00pm and

6:00am. Unit owners shall be responsible for immediately cleaning up after their pets;

12. Units containing a dog as of the date of this Rule, shall be grandfathered. This means that any unit containing dog(s) may keep such dog(s) until and unless it causes or poses a threat to a person or property. Notwithstanding, if said dog is removed from the association property for 14 consecutive days the dog shall lose its status as "grandfathered" and shall not be permitted to return unless it complies with this Rule. An exception to this 14 day rule exists if any Unit Owner with a grandfathered dog, prior to removing the dog from the Association property, submits a writing to the Association stating his or her intent to return with the dog within 180 days and the approximate date of return. If said letter is received the dog may be removed from the premises for up to 180 days without losing its status as a "grandfathered" dog. Said letter must be received prior to leaving. Said "grandfather" status shall only apply to the dog(s) kept in the unit at the time this Rule is adopted by the Board of Directors. This means that a Unit Owner cannot replace the dog unless the dog complies with this Rule;
13. Any Unit Owner keeping a dog at the Association in accordance with this Rule shall provide proof of valid unit owner liability insurance;
14. Upon the fourth violation of this Rule the Unit Owner must remove all Dogs immediately and permanently.
15. Notwithstanding any provision of this Rule, no dog shall be allowed on the Association property, including within units, that is in or becomes a violation of the Association's Master Insurance Policy. Any increase in Association insurance due to dogs shall be assessed to the Unit Owner who owns the dog;
16. Notwithstanding anything to the contrary, the Board of Directors may Order any dog removed, at any time, for just cause.
17. All Unit Owners must comply with this Rule within 21 days of its adoption by the Board of Directors.
18. Any existing Rule of the Association concerning dogs is hereby repealed and replaced with this Rule effective on the effective date of this Rule.

Certified to be the dog rule adopted by Woodhaven Condominium, Inc., in accordance with State Law and Article 12 of the ByLaw, on this 19th day of January 2016.

WOODHAVEN
CONDOMINIUM ASSOCIATION, INC

By: 

Its President

1/19/2016