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AMENDED DECLARATION OF CONDOMINIUM BY  
SHELTER ROCK CORP.

SHELTER ROCK CORP., a Connecticut corporation, having an office and place of business at 157 Shelter Rock Road, Danbury, Connecticut, hereinafter referred to as the Declarant, does hereby declare:

ARTICLE 1.

SUBMISSION OF PROPERTY

The Declarant hereby submits the land herein described and the improvements thereon to condominium form of ownership and use in the manner provided by Chapter 825 of the Connecticut General Statutes, Revision of 1958 as amended herein called "Condominium Act". The name by which this project is to be identified is AUTUMN RIDGE, An Expandable Condominium. That portion to which this Declaration pertains are designated as Phase I, Phase II, Phase III and Phase IV and the area designated as "Driveway Easement" on a map entitled, "'Autumn Ridge', An Expandable Condominium, Phase I & II & II & IV, Phase Map, Shelter Rock Road, Danbury, Connecticut, Prepared for Shelter Rock Corp., Area = 4,318 Acres, Revised 3/14/83 Revised 10/14/83 Revised 3/20/84", prepared by Kasper-Ryan Associates, Engineers, Number One Frederick, Stamford, Connecticut. AUTUMN RIDGE Condominium Association, Inc. (hereinafter called the "Association") is a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the City of Danbury, County of Fairfield and State of Connecticut, the ownership of which is vested in the unit owners of AUTUMN RIDGE, An Expandable Condominium. Said corporation is not organized for profit. The prior declarations filed with regard to Phases I, II & III are hereby amended as set forth below.

ARTICLE 2.

DEFINITIONS

As used herein and in the condominium instruments, unless the context otherwise requires, all terms shall have the same meaning as they do in Chapter 825 of the General Statutes, except for the following:

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"Unit". In addition to the statutory definition, unit shall include the living space, garage, where existing, basement or crawl space and attic storage space over the residential area. Although garages, basement or crawl space and attic storage space are included in this definition of unit, those areas are not included in the square foot computations set forth in Schedule A. The unit is more particularly shown on the floor plans filed simultaneously herewith or hereafter.

"Phases I, II, III & IV". Phases I, II, III and IV mean that portion of AUTUMN RIDGE, An Expandable Condominium hereby submitted to the provisions of Chapter 825 of the Connecticut General Statutes, as amended, more particularly shown on the survey filed simultaneously herewith and described on Schedule B annexed hereto and made a part hereof.

### ARTICLE 3.

#### DESCRIPTION OF LAND

The land owned by Declarant, which is hereby submitted to the condominium form of ownership under the "Condominium Act", is the land described in Schedule B attached hereto and made a part hereof and consists of Phases I, II, III and IV. Such premises are subject to the encumbrances, easements, licenses, rights, privileges and restrictions set forth herein and in said Schedule B and, in addition to the foregoing, are subject to those easements as set forth in Chapter 825 of the General Statutes.

### ARTICLE 4.

#### DESCRIPTION OF BUILDINGS

A detailed description of each building constructed or to be constructed upon the land described in Article 3 hereof, which description sets forth, for each such building the number of stories and basements, the number of units and the principal materials of which each is or is to be constructed is more particularly set forth in Schedule C attached hereto, which schedule is made a part hereof. Schedule C also contains a general description of each unit.

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ARTICLE 5.

IDENTIFICATION OF UNITS

Annexed hereto and made a part hereof as Schedule A is a list of each building, unit number, the location of each unit, unit type, number of rooms, approximate area and percentage of undivided interest.

ARTICLE 6.

DESCRIPTION OF COMMON ELEMENTS

Common elements consist of all portions of the condominium other than the units.

ARTICLE 7.

DESCRIPTION OF LIMITED COMMON ELEMENTS

- a) The driveway leading to the garage for each unit which contains a garage is a limited common element for such unit, and its use is restricted to such unit.
- b) The decks attached to the rear of each unit are limited common elements. Their use is restricted to the unit to which they lead.

Maintenance and upkeep of these limited common elements shall be in accordance with the provisions of Article 9(m). Responsibility for maintenance and upkeep of driveways shall be the same as that for common elements.

ARTICLE 8.

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPERTAINING TO EACH UNIT AND ITS OWNER

The percentage of the undivided interest in the common elements appertaining to each unit and its owner is more particularly set forth in Schedule A annexed hereto. The total

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percentage of the undivided interest of all the units equals 100%. The percentage appertaining to each unit was arrived at by comparing the size of each unit in relation to the size of all other units in the condominium so that the total percentage of undivided interest of all units equals 100% as set forth above. The percentage shall also be the percentage of common expenses and common profits appertaining to each unit and its owner.

ARTICLE 9.

USE, PURPOSES AND RESTRICTIONS

The use of the property and the purposes for which the building and each of the units therein are intended shall be in accordance with the following provisions:

(a) Each unit shall be occupied only by a single family, its servants and guests as a residence and for no other purpose except that units may, at the option of Declarant and its successors, and only with their permission be used for the purposes for which residences may also be used as provided for under the zoning regulations of the City of Danbury and under the terms and conditions stated therein. Except as reserved to Declarant, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending the declaration to show the changes in the units to be affected thereby. Notwithstanding any other provisions of this paragraph to the contrary, however, Declarant has the right until all units are sold to use any unit or units owned by it for model apartments and for sales and administration offices in such number, size, location or relocation as Declarant in its sole discretion shall decide provided that the same are architecturally compatible with the other units in the condominium. Such model apartments and such sales and administration office are units and shall not become a common area, facility or element.

\* (b) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each unit owner shall be obligated to maintain his own unit and keep it in good order and repair.

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(c) Nothing shall be done or kept in any unit or the common elements which will increase the rate of insurance of the buildings or the contents thereof beyond the rates applicable for residential units without prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of any law. No waste shall be committed in the common elements.

\* (d) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings and no sign, awnings, canopies, shutters or radio or television antennae shall be affixed to or placed upon the exterior walls or roofs or any part without the prior consent of the Board of Directors nor shall they cause or permit anything to be hung or displayed on the inside of windows intended to be seen from the outside including without limiting the foregoing, "For Sale" signs and the like. Unit owners shall not paint, stain or otherwise change the color of any exterior portion of the building.

\* (e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except that dogs, cats or other household pets not to exceed one per unit may be kept in the units subject to the rules and regulations to be adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three days' written notice from the Board of Directors. All such dogs, cats or household pets shall be restrained by leash or other comparable means and shall be accompanied by an owner at all times. Each unit shall be responsible for removing his animal's waste from common elements.

(f) No noxious or offensive activities shall be carried on in any unit or in the common elements nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants.

(g) Nothing shall be done to any unit or on or in the common elements which will impair the structural integrity of the

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building or buildings or which will structurally change them. No unit owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easements, right of purchase or any interest constituting a common element without the unanimous consent of all the other unit owners.

\* (h) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials and items.

\* (i) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the property. No vehicles of any kind, other than a registered automobile, including campers, trailers, boats, motorbikes and motorcycles, may be parked or stored on any part of the property, except in areas specifically designated therefor, if any, except those vehicles temporarily on the property for purposes of servicing the property itself or one of the units. No use or practice shall be permitted on the property which is a source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. For purposes of this paragraph, all motor vehicle laws of the State of Connecticut will apply to the private drives of AUTUMN RIDGE, An Expandable Condominium and all operators of any vehicle of any kind, including but not limited to mini-bikes, snow-mobiles, trailers, go-carts and the like must be licensed.

(j) Draperies, blinds, or curtains must be installed by each unit owner on all windows of his or her unit and must be maintained in said windows at all times.

(k) The Board of Directors shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Board of Directors shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$5.00. For each day that a violation continues after notice it shall be considered a separate viola-

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tion. Any fine so levied is to be considered as a common expense to be levied against the particular unit owner involved, and collection may be enforced by the Board of Directors in the same manner as they are entitled to enforce collection of common expenses.

(l) Each unit owner shall be entitled to share in any surplus over and above reasonable reserve possessed by the Association and shall be liable for common expenses in the same percentage as the individual unit owner has in the undivided interest of the total common elements.

(m) Routine maintenance, upkeep, cleaning and snow removal of and on the front steps leading to units, and furnaces, air conditioning equipment, compressors and hot water heaters shall be the responsibility of the unit owner for whose unit such elements are limited common elements in all respects as though such elements were part of the unit. In all other respects other than use, these elements shall be treated as common elements.

#### ARTICLE 10.

##### PERSON TO RECEIVE SERVICE

David L. Grogins, Danbury, Connecticut, is hereby designated to receive notice of process in any action which might be brought. All changes of this agent to receive service of process shall be done in the manner prescribed in Chapter 825 of the General Statutes as the same may exist from time to time.

#### ARTICLE 11.

##### BY-LAWS

Annexed hereto and made a part hereof is a copy of the By-Laws of AUTUMN RIDGE CONDOMINIUM ASSOCIATION, INC.

#### ARTICLE 12.

##### ENCROACHMENTS

(a) The existing physical boundaries, as defined in the

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condominium instruments of any unit or common element constructed or reconstructed in substantial conformity with the condominium plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any building and regardless of minor variations between the physical boundaries as described herein or shown on the condominium plan and the existing physical boundaries of any such unit or common element. This presumption applies only to encroachments within the condominium.

(b) If any portion of any common element encroaches on any unit or if any portion of a unit encroaches on any common element, as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands. The purpose of this section is to protect the unit owners, except in cases of willful and intentional misconduct by them or their agent or employees, and not to relieve the Declarant or any contractor, subcontractor, or materialman of any liability which any of them may have by reason of any failure to adhere substantially to the survey maps and plans.

(c) If any part of this condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed as authorized in Chapter 825 of the General Statutes, encroachment of any condominium unit on any common element, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance of them shall exist so long as the building stands.

### ARTICLE 13.

#### PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wire, conduits, public utility lines and other common elements serving such other unit

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and located in such unit. The Declarant and the Association of unit owners shall have the right, to be exercised by their duly authorized agents, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to a unit or units, subject to such reasonable rules and regulations for the administration of this provision as the privacy and protection of such units and their contents from burglary or larceny and from fire or other casualty they require. If the Declarant or the Association of unit owners or their duly authorized agents as the case may be are denied entry for such purposes, the unit owner shall be solely responsible for the expense of restoring the unit should forceful entry be necessary.

ARTICLE 14.

CONDEMNATION

All provisions relating to the appropriation, taking or condemnation for eminent domain by a federal, state or local government or instrumentality thereof are to be found in the By-Laws annexed hereto and made a part hereof and the same are hereby incorporated by reference.

ARTICLE 15.

POWER OF ATTORNEY TO ASSOCIATION

Each unit owner shall grant to the Association an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale in the name of the Association or its designees, corporate or otherwise, on behalf of all unit owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such units so acquired or to sublease any units so leased by the Association. Nothing herein contained shall apply to a foreclosing mortgagee so as to require the addition of the Association as a party defendant in any foreclosure proceeding brought by such mortgagee.

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ARTICLE 16.

UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS

Each unit owner, and the Association of unit owners, shall comply with Chapter 825, the condominium instruments, and the rules and regulations adopted pursuant thereto. Failure to so comply shall be ground for an action to recover damages or for injunctive relief or for any other relief to which the party bringing such action may be entitled. Such action may be brought by the Association of unit owners against any unit owner or owners or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action. If any such action results in a final judgment or decree in favor of the party instituting such action, such judgment or decree may incorporate a provision for reasonable attorney's fees, as specified in such judgment or decree, to be paid by the party against whom such judgment or decree is entered. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute agreement that the provisions of the condominium instruments and rules and regulations and Chapter 825 as they may exist or be amended from time to time are accepted and ratified by such other, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE 17.

EXPANSION OF CONDOMINIUM

The Condominium has been completely expanded.

ARTICLE 18.

AMENDMENT OF DECLARATION

This declaration may be amended by the vote of at least 66-2/3% of the unit owners cast in person or by proxy at a meet-

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ing duly called for such purpose in accordance with the provisions of the By-Laws and, notwithstanding any provision to the contrary in the By-Laws, following written notice to all unit owners and their mortgagees appearing on the records of the Association; provided, however, that any such amendment shall have been approved in writing by mortgagees of at least 66 2/3% of the units subject to mortgage, which approval shall not unreasonably be withheld; provided further, however, that if such amendment directly or indirectly changes the boundaries of any unit, the undivided interest in the common elements appertaining thereto, the liability for common elements appertaining thereto, the liability for common expenses or rights to common profits appertaining thereto, or the number of the votes in the Association pertaining thereto, such amendments shall require the affirmative vote of 75% of the unit owners and shall, in addition, require the consent of the mortgagees of at least 75% of the units subject to mortgage. No such amendment shall be effective until recorded in the office of the Town Clerk of the City of Danbury, Connecticut.

ARTICLE 19.

INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 20.

WAIVER

No provision contained in this Declaration 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.

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ARTICLE 21.

GENDER

The use of the masculine in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 22.

NAME OF BUILDING

All buildings on the property shall be known as AUTUMN RIDGE, An Expandable Condominium, but shall bear numbers as shown on the survey filed simultaneously herewith.

ARTICLE 23.

OBLIGATIONS OF DECLARANT

Nothing contained in this Declaration or the By-Laws shall create any covenants, restrictions or burdens upon any land owned by Declarant within AUTUMN RIDGE, An Expandable Condominium, not specifically described in Schedule B of this Declaration. By acceptance of a deed, each unit owner specifically agrees to be bound by the representations and limitations of this Article.

ARTICLE 24.

TERMINATION

The condominium formed under this Declaration and the By-Laws attached hereto may be terminated by action of the unit owners as follows:

(a) The unit owners may remove this property from the provisions of Chapter 825 by recording an instrument to that effect, containing the signature of ninety per cent of the unit owners, provided the holders of all liens affecting any of the units consent thereto or agree, in either case by recorded

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instruments, that their liens be transferred to an undivided interest in the property.

(b) Upon removal of the property from the provisions of Chapter 825, the unit owners shall own the property as tenants in common with undivided interests equal to the percentage of undivided interests in the common elements owned by each such owner immediately prior to the recordation of the instrument referred to in subsection (a) as long as such tenancy in common continues. Each unit owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his unit.

(c) Upon removal of the property from the provisions of Chapter 825, any rights the unit owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately prior to the recordation of the instrument referred to in subsection (a).

(d) The removal of this property shall not bar the subsequent resubmission thereof to the provisions of Chapter 825 by an instrument signed by the same percentage of unit owners and mortgagees as specified in subsection (a) of this article.

#### ARTICLE 25.

##### CONFLICTS

This declaration is set forth to comply with the requirements of the Condominium Act of the State of Connecticut as provided for in the Connecticut General Statutes, Revision of 1958. In the case of any conflict between this Declaration and the provisions of the Condominium Act, as the same now exists and as it may from time to time be amended, the provisions of that statute shall control.

Reference is hereby made to the file number of the floor plans affecting the buildings in this condominium filed simultaneously herewith, which file number is to be assigned by the Danbury Town Clerk as 62 .



SCHEDULE A

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SHELTER ROCK CORP.

Schedule A To Declaration of AUTUMN RIDGE, AN EXPANDABLE CONDOMINIUM, a condominium consisting of a list of each bulding, unit number, unit type, number of rooms, approximate area and percentage of undivided interest in the common elements, expenses and common profits of the condominium.

<u>Unit No.</u>	<u>Bldg. Number</u>	<u>No. of Rooms</u>	<u>Approx. Living Area</u>	<u>Percentage Interest</u>
1	A	5	1,142	.0133
2	A	5	1,142	.0133
3	A	5	1,142	.0133
4	A	5	1,142	.0133
5	A	5	1,142	.0133
6	A	5	1,142	.0133
7	A	5	1,142	.0133
8	A	5	1,142	.0133
9	A	5	1,142	.0133
10	A	5	1,142	.0133
1	B	5	1,142	.0133
2	B	5	1,142	.0133
3	B	5	1,142	.0133
4	B	5	1,142	.0133
5	B	5	1,142	.0133
6	B	5	1,142	.0133
7	B	5	1,142	.0133
8	B	5	1,142	.0133
9	B	5	1,142	.0133
10	B	5	1,142	.0133

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Unit No.	Bldg. Number	No. of Rooms	Approx. Living Area	Percentage Interest
11	B	5	1,142	.0133
12	B	5	1,142	.0133
1	C	5	1,142	.0133
2	C	5	1,142	.0133
3	C	5	1,142	.0133
4	C	5	1,142	.0133
5	C	5	1,142	.0133
6	C	5	1,142	.0133
7	C	5	1,142	.0133
8	C	5	1,142	.0133
9	C	5	1,142	.0133
10	C	5	1,142	.0133
1	D	5	1,142	.0133
2	D	5	1,142	.0133
3	D	5	1,142	.0133
4	D	5	1,142	.0133
5	D	5	1,142	.0133
6	D	5	1,142	.0133
7	D	5	1,142	.0133
8	D	5	1,142	.0133
9	D	5	1,142	.0133
10	D	5	1,142	.0133

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Unit No.	Bldg. Number	No. of Rooms	Approx. Living Area	Percentage Interest
1	E	5	1,142	.0133
2	E	5	1,142	.0133
3	E	5	1,142	.0133
4	E	5	1,142	.0133
5	E	5	1,142	.0133
6	E	5	1,142	.0133
7	E	5	1,142	.0133
8	E	5	1,142	.0133
1	F	5	1,142	.0133
2	F	5	1,142	.0133
3	F	5	1,142	.0133
4	F	5	1,142	.0133
5	F	5	1,142	.0133
6	F	5	1,142	.0133
7	F	5	1,142	.0133
8	F	5	1,142	.0133
9	F	5	1,142	.0133
10	F	5	1,142	.0133
1	G	5	1,142	.0133
2	G	5	1,142	.0133
3	G	5	1,142	.0133
4	G	5	1,142	.0133
5	G	5	1,142	.0133
6	G	5	1,142	.0133
7	G	5	1,142	.0133

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Unit No.	Bldg. Number	No. of Rooms	Approx. Living Area	Percentage Interest
8	G	5	1,142	.0133
9	G	5	1,142	.0133
10	G	5	1,142	.0133
1	H	5	1,142	.0133
2	H	5	1,142	.0133
3	H	5	1,142	.0133
4	H	5	1,142	.0133
5	H	5	1,142	.0133

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SCHEDULE B  
FOR  
AMENDED DECLARATION OF CONDOMINIUM

ALL THOSE CERTAIN pieces or parcels of land located in the City of Danbury, County of Fairfield and State of Connecticut together with all buildings and improvements located thereon. Said premises being more particularly designated as Phases I, II, III, IV and "Driveway Easement", Parcels A, D, F, G & H, B and E on a map entitled "'AUTUMN RIDGE', AN EXPANDABLE CONDOMINIUM, Phase I & II & III & IV, Phase Map, Shelter Rock Road, Danbury, Connecticut, Prepared for Shelter Rock Corp., Area = 4,318 Acres RA-40 & RB-5 Zone, Scale 1" = 40', Dated 1/31/83 Revised 2/11/83 Revised 3/14/83 Revised 10/14/83 Revised 3/20/84" prepared by Kasper-Ryan Associates, Bethel, Connecticut, which map is on file or to be filed in the office of the Danbury Town Clerk, together with all improvements and buildings located thereon. Said parcels are more particularly described as follows:

PARCEL A:

COMMENCING AT A POINT located in the Northerly highway line of Shelter Rock Road which point marks the intersection of the Easterly line of the "Driveway Easement" as shown on the aforesaid map and said Shelter Rock Road; thence N 28° 58' 00" W 63.76 feet; thence N 06° 23' 05" W 198.13 feet; thence N 83° 36' 55" E 79.00 feet; thence S 06° 23' 05" E 237.29 feet; thence S 63° 58' 40" W 52.78 feet; thence S 61° 16' 50" W 5.19 feet to the point or place of BEGINNING.

PARCEL C:

COMMENCING AT A POINT located 498.45 feet Northerly from the intersection of the Easterly boundary line of Parcel A above and the Northerly highway line of Shelter Rock Road; thence S 83° 36' 55" W 66.39 feet; thence N 70° 07' 48" W 202.38 feet; thence N 11° 04' 35" W 72.78 feet; thence N 84° 04' 00" E 149.35 feet; thence N 83° 34' 38" E 84.32 feet; thence N 87° 11' 40" E 20.22 feet; thence S 06° 23' 05" E 159.68 feet to the point or place of BEGINNING.

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SCHEDULE C

The condominium is located on Shelter Rock Road approximately 1,000 feet from the Shelter Rock School in Danbury, Connecticut on a parcel of land which consists of 4.318 acres.

The condominium consists of four phases all of which have been created. The four phases consist of five (5) buildings with ten (10) units each one (1) building with five (5) units, one building with eight (8) units and one building with twelve (12) units. Each building is a two-story wood frame building. The site plan for the condominium is filed herewith as Exhibit A.

Building "A", Building "C", Building "D", Building "F" and Building "G" each contain ten (10) "townhouse" type units, Building "H" contains five (5) "townhouse" type units, Building "B" contains twelve (12) "townhouse" type units and Building "E" contains eight (8) "townhouse" type units more particularly set forth on the Unit Numbering Plan (Exhibit B). Each has an area of 1,142 square feet. The first floor of each unit contains an entrance foyer and one garage with a storage area and washer and dryer area. Buildings A, B and C have a walk-out storage area. Second floor contains a living room with heatolator fireplace, dining room, kitchen, one-half (1/2) bath, deck off the kitchen and balcony off the living room. The third floor contains two (2) bedrooms and full bath.

The appliances provided in the units are as follows: a self-cleaning range and range hood, a dishwasher with energy saving cycle, a refrigerator/freezer (available as an option). The floors of the kitchen and baths are covered with no-wax vinyl. Except as set forth above, all remaining living area is covered in wall to wall carpeting. Each bath is equipped with a vanity and, in addition, the second floor bath tub is surrounded by tile.

Each unit is heated by electric radiant heat and has a fire place, thermostats are located on both living and bedroom levels. Each unit is also served by its own electric meter. Each unit has an electric hot water heater located in the basement storage area. All units are served by city water and sewer.

All units have insulated glass-sliding aluminum windows and doors. The front entry doors are insulated steel with compression sealed weather stripping. Upper level ceilings are insulated with R-30 fiberglass insulation. The outside walls are insulated with fiberglass insulation having an "R" factor of R-13, and in addition are sealed with polyurethane sheets to eliminate drafts. All basement ceilings are insulated with

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SUBJECT TO:

1. Taxes due to the City of Danbury.
2. Any and all provisions of any ordinance, municipal regulation or public or private law, including but not limited to zoning, planning and subdivision regulations of the City of Danbury.
3. An easement in favor of Shelter Rock Corp. for purposes of egress and ingress and parking over the "Easement for Proposed Future Expansion" more particularly shown on a map entitled "'Autumn Ridge', An Expandable Condominium, Phase I, Phase Map, Shelter Rock Road, Danbury, Connecticut, prepared for Shelter Rock Corp., Area = 4.318 Acres, RA-40 & RB-5 Zone, Scale 1" 40', Dated 1/31/83 Revised 2/11/83 Revised 3/14/83".
4. An agreement between Shelter Rock Corp. and Robert J. Kaufman dated June 7, 1982 and recorded in Volume 664 at Page 779 of the Danbury Land Records.
5. A special exception for construction of Garden Apartments dated May 6, 1981 and recorded in Volume 664 at Page 775.
6. A utility easement in favor of the Connecticut Light and Power Company dated November 12, 1982 and recorded in Volume 670 at Page 346 of the Danbury Land Records.
7. A sewer easement conveyed to the City of Danbury, dated March 8, 1983 and recorded in Volume 675 at Page 636 of the Danbury Land Records and a water easement conveyed to the City of Danbury, dated March 8, 1983 and recorded in Volume 675 at Page 637 of the Danbury Land Records.
8. A declaration of condominium of Shelter Rock Corp. and By-Laws attached thereto recorded in Volume 673 at Page 301 of the Danbury Land Records and as amended by Amendment to Declaration of Condominium dated February 15, 1983 and recorded in the Danbury Land Records and Amended Declaration of Condominium dated July 8, 1983 and recorded in Volume 682 at Page 696 of the Danbury Land Records, and as amended by Amended Declaration of Condominium dated March 1, 1984 and recorded in the Danbury Land Records on March 2, 1984 in Volume 697 at Page 259, and as further amended by Amended Declaration of Condominium dated \_\_\_\_\_, 1984 and recorded in the Danbury Land Records in Volume \_\_\_\_\_ Page \_\_\_\_\_.

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PARCEL D:

COMMENCING AT A POINT which marks the intersection of the northwesterly corner of the within described premises and the northeasterly corner of property now or formerly of Robert Kaufman, thence N 84° 04' 00" E 110.38 feet; thence S 11° 04' 35" E 20.78 feet; thence S 78° 55' 24" W 20.00 feet; thence S 11° 04' 35" E 204.74 feet; thence N 78° 55' 25" E 79.00 feet; thence N 11° 04' 35" W 201.68 feet; thence N 29° 02' 10" W 35.46 feet to the point or place of BEGINNING.

PARCEL F:

COMMENCING AT A POINT located N 28° 58' 00" W 57.96 feet from a point which marks the intersection of the westerly boundary of the "Driveway Easement" as shown on the aforesaid map and the northerly highway line of Shelter Rock Road, thence N 28° 58' 00" W 122.31 feet; thence N 84° 52' 11" W 172.82 feet; thence N 06° 23' 05" W 27.00 feet; thence N 11° 04' 35" W 54.72 feet; thence S 84° 52' 11" E 208.99 feet; thence along the arc of a curve to the right having a radius of 20.00 feet 27.40 feet; thence S 06° 23' 05" E 167.65 feet to the point or place of BEGINNING.

PARCEL G & H, B, E and AREA DESIGNATED AS "DRIVEWAY EASEMENT" ON THE AFORESAID MAP:

COMMENCING AT A POINT located in the northerly highway line of Shelter Rock Road which point marks the intersection of the westerly boundary of the within described premises and said northerly highway line of said Shelter Rock Road; thence N 28° 58' 00" W 57.96 feet; thence N 06° 23' 05" W 167.65 feet; thence along the arc of a curve to the left having a radius of 20.00 feet 27.40 feet; thence N 84° 52' 11" W 208.99 feet; thence N 11° 04' 35" W 174.60 feet; thence S 78° 55' 25" W 79.00 feet; thence N 11° 04' 35" W 204.74 feet; thence N 78° 55' 24" E 20.00 feet; thence S 11° 04' 35" E 52.00 feet; thence S 70° 07' 48" E 202.38 feet; thence N 83° 36' 55" E 66.39 feet; thence S 06° 23' 05" E 261.16 feet; thence S 83° 36' 55" W 79.00 feet; thence S 06° 23' 05" E 198.13 feet; thence S 28° 58' 00" E 63.76 feet; thence S 61° 16' 50" W 24.03 feet to the point or place of BEGINNING.

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fiberglass insulation having an "R" factor of R-13. Walls separating each unit have fiberglass insulation with an "R" value of R-11 which together with double-studding serves as a sound barrier between units.

Autumn Ridge is served by a macadam driveway which connects all buildings, parking areas and lawn areas of the condominium to Shelter Rock Road.

A more detailed description of the location and boundaries of the units is contained in the survey, floor plans and unit numbering plan filed with the Declaration.

All unit owners, including the Declarant, have the right to rent their units and may do so from time to time. The uses, purposes and restrictions pertaining thereto are contained in the Declaration.

THE CONDOMINIUM IS BY THE DECLARATION OF PHASE IV HEREIN, FULLY EXPANDED AND CONTAINS SEVENTY-FIVE (75) UNITS.

Received for record

SEP 28 1984

at 4:25 P.M.

Attest

Town Clerk

*Michael R. Sen*

4  
BY-LAWS  
OF

V7142082

AUTUMN RIDGE CONDOMINIUM ASSOCIATION, INC.

SECTION 1.

IDENTITY

These are the by-laws of Autumn Ridge Condominium Association, Inc., herein called the "Association", a corporation not organized for profit and existing under the laws of the State of Connecticut. The property to which the Declaration appended hereto and these By-Laws apply is located in Danbury, Connecticut and is more particularly described in the declaration of condominium of which these By-Laws form a part. Said property has been submitted to the provisions of the Condominium Act as provided for in Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, as those sections now exist. Said declaration is to be recorded in the office of the Town Clerk of the City of Danbury.

SECTION 2.

APPLICABILITY OF BY-LAWS

The provisions of these By-Laws are applicable to the property of the Association and to the use and occupancy thereof. The term property as used herein shall include the land, the buildings and all other improvements thereon, including the units and common elements owned in fee simple absolute and all easements, rights and appurtenances belonging thereto, as well as all other property, real, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Act as provided for in the Connecticut General Statutes.

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SECTION 3.

OFFICE

The office of the association and the Board of Directors shall be located within the Association grounds.

SECTION 4.

BOARD OF DIRECTORS

(a) Number and Qualification. The affairs of the Condominium shall be governed by a Board of Directors consisting of three (3) persons. The Board of Directors shall consist of Declarant or any other person as shall have been designated by Declarant and unit owners in the following manner:

When unit owners other than the Declarant own more than one-third of the units in the condominium, they shall be entitled to elect not less than one-third of the members of the Board of Directors of the association. Unit owners other than the Declarant shall elect not less than a majority of the members of the Board of Directors of the Association not later than five years after the date of the recording of the original Declaration, and, prior to the expiration of such five-year period, shall be entitled to elect not less than a majority of the members of the Board of Directors upon the happening of the earlier of the following two events:

1) Sale by Declarant of sixty percent of the units in the condominium or

2) completion of seventy-five percent of the units in the condominium, with some such units having been sold, but no more than six units having been sold in the six-month period preceding the call for an election pursuant to Chapter 825 of the General Statutes. All references herein to "units in the condominium" shall mean the aggregate of the units shown on the survey and plans filed with the original Declaration and the units shown in the survey and plans filed with any amendment to the declaration prior to the date on which the requisite proportion of units is attained. The Declarant shall be entitled to designate not less than one member of the Board of Directors of the unit owners' association so long as he holds for sale in the ordinary course of business ten per cent or more of the units in the condominium.

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Thereafter, the Board of Directors shall be composed of three (3) persons, all of whom shall be unit owners, it being understood that should any unit be owned as a tenancy in common, joint tenancy with survivorship rights, or be owned by a partnership, or a corporation in fiduciary capacity or otherwise, corporate ownership, any officer or employee of such corporation shall be eligible to represent the ownership interest in a unit.

(b) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts or things except as by law or by the declaration or by these by-laws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include but shall not be limited to the following:

1. Operation, care, upkeep and maintenance of the common elements.
2. Determination of the common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable.
3. Collection of the common expenses from the unit owners.
4. Designation, removal, employment and dismissal of the personnel necessary for the maintenance, repair and replacement of the common elements.
5. Adoption and amendment of rules and regulations covering the details of the operation and use of the property provided, however, that those rules and regulations contained in the Declaration shall be amended in the manner provided for amending the Declaration.
6. Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

7. Purchasing or leasing or otherwise acquiring in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of Directors.
8. Purchasing of units at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners.
9. Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with units acquired by, and subleasing units leased by the Board of Directors or its designee, on behalf of all unit owners.
10. Obtaining necessary insurance for the property, including the units.
11. Making the repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance with other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
12. The Board of Directors shall have the power to enforce obligations of the unit owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association. The Board shall have the power to levy fines against the unit owners for violations of reasonable rules and regulations established by it to govern the conduct of the unit owners. No fine may be levied for more than \$5.00 for any one violation; but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the unit owner or unit owners involved as if the fine were a common charge owed by the particular unit owner or unit owners.
13. The Board of Directors may employ a managing agent and/or manager for the association at a compensation

to be established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties granted to the Board of Directors as set forth above. The Board of Directors may delegate to the manager or managing agent such powers as may be necessary to carry out the function of the Board of Directors.

Notwithstanding anything contained herein or in any other condominium instruments to the contrary, so long as the Declarant owns ten percent or more of the units in the condominium for sale in the ordinary course of business, no action may be taken by the Association that would be detrimental to the sale of said units by the Declarant without written agreement thereto by the Declarant.

(c) Election and Term of Office. The first meeting of the unit owners shall be held on call by Declarant not more than 60 days after unit owners are entitled to elect a majority of the Board of Directors in accordance with the provisions of Section 4(a). Said meeting shall be considered to be the first annual meeting of the unit owners. At said first annual meeting, three (3) members of the Board of Directors shall be elected by the unit owners from among the unit owners. Two (2) members shall be elected for a one-year term and one (1) member shall be elected for a two-year term. Thereafter, at each subsequent meeting of the unit owners, one or two directors, as the case may be, shall be elected for a two-year term, and the terms of at least one-third of the members of the Board of Directors shall expire annually. The members of the Board of Directors shall hold office until their respective successors have been elected by the unit owners. The Board of Directors initially appointed by Declarant shall act until the election has been completed at said first meeting. At any vote for membership on the Board of Directors, and for all other voting purposes, each unit owner, including Declarant to the extent that Declarant is still a unit owner, shall have one vote (each vote being weighted based on percentage of ownership of the common elements) for each position to be filled. If at any meeting held for election of membership to the Board of Directors more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there

are positions to be filled, with the lowest vote getters being eliminated. A second ballot shall be held, and on the second ballot, the top vote getters on the basis of the weighted votes will be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the top vote getters being elected to membership on the Board. If the candidates are being elected for varying period of years, the candidate polling the highest vote will be considered elected for the longest period of years. After the first annual meeting of the unit owners, succeeding annual meetings shall be held on the 15th day of March in each year, unless such date shall occur on a Saturday or Sunday, in which event, the meeting will be held on the succeeding Monday. At each annual meeting, members of the Board of Directors shall be elected by ballot of the unit owners in accordance with these By-Laws. Notwithstanding any other provisions of these By-Laws to the contrary, however, so long as Declarant shall hold for sale in the ordinary course of business ten per cent or more of the units in the condominium, Declarant shall be entitled to designate not less than one member of the Board of Directors. At such time as Declarant no longer holds such percentage of units, the member of the Board designated by Declarant shall vacate the Board and the place vacated by Declarant's representative shall be filled by the remaining members of the Board as herein provided, for the unexpired portion of the term.

Notwithstanding the foregoing, at any time after unit owners other than the Declarant are entitled to elect the member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty, nor more than forty days notice of the 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.

(d) Removal of Members of the Board of Directors. At any duly held regular or special meeting of the unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

(e) Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by a vote of a majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term he is filling and until his successor shall be elected.

(f) Compensation. No member of the Board of Directors shall receive any compensation from the association for acting as a director.

(g) Meetings of the Board of Directors. The first meeting of the Board of Directors following the annual meeting of the unit owners shall be held within ten days thereafter at such time and place as shall be fixed by the unit owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two meetings shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each member of the board by mail or telegraph at least three business days prior to the day of the meeting. Special meetings of the Board of Directors may be called by the President on three business days notice to each member of the Board of Directors given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three members of the Board of Directors. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by members of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.

(h) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board

there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

(i) Election of Officers. At each annual organization meeting of the Board of Directors, the Board shall elect a President, Vice President, Secretary and Treasurer of the association. The Secretary need not be a member of the Board of Directors, but may be appointed by the Board of Directors. All officers and members of the Board of Directors, having the responsibility for handling funds of the association, are to be bonded. The President shall be the chief executive officer of the association, shall preside at all meetings of the unit owners and the Board of Directors, and shall hold the general powers and duties which are incident to the office of a president of a stock corporation, including but not limited to the power to appoint such committees from among the unit owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the association. The Vice President shall take the place of the President or perform his duties whenever the President shall be absent or unable to act. The Secretary shall keep the minutes of all meetings of the unit owners and the Board of Directors and shall have charge of such books and records as the Board of Directors may direct. He shall, in general, perform all of the duties incident to the office of a secretary of a stock corporation. The Treasurer shall have the responsibility for the association funds and securities and shall be responsible for the keeping of full and accurate records and books of account. The Treasurer, at the expense of the association, shall furnish such bond as may be required by the Board of Directors. All agreements, contracts, leases, deeds, checks and other instruments of the association shall be executed by any two officers of the association or by such other person or persons as may be designated by the Board of Directors. No officer shall receive compensation from the association for acting as such an officer. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and his successor may be elected at any regular meeting of the Board of Directors called for such purpose.

(j) Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for

any mistake of judgment, negligence or otherwise, and shall only be liable for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the association, unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration or of these by-laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the association. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

#### SECTION 5.

##### MEETING OF THE UNIT OWNERS

(a) Annual Meetings. Annual Meetings of the unit owners shall be held as hereinabove provided for.

(b) Place of Meeting. The meeting of the unit owners shall be held at the principal office of the association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

(c) Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners, if so directed by a resolution of the Board of Directors or upon petition signed and presented to the Secretary by not less than  $33\frac{1}{3}\%$  in the aggregate of all unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(d) Notice of Meetings. The Secretary shall mail a notice for each annual or special meeting of the unit owners at least seven (7) but not more than twenty (20) days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held, except that if notice of a meeting

of unit owners is given by the Association or by any unit owner (instead of by Declarant) pursuant to the provisions of Section 4(c) above, such notice shall be given in accordance with the time constraints required thereunder. Said notice shall be mailed to each unit owner of record at the unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of notice of meeting in the manner herein shall be considered service of notice.

(e) Quorum. Except as otherwise provided herein, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners. If at any meeting of the unit owners there is not a quorum present, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date the original meeting was held.

(f) Conduct of the Meetings. The order of business at the annual meeting of the unit owners or at any special meeting as far as practicable shall be:

1. Calling of the roll and certifying the proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Receiving reports of officers.
5. Receiving reports of committees.
6. Election of inspector of election.
7. Election of directors, if necessary.
8. Old business.
9. New business.
10. Adjournment.

At all meetings of the unit owners or of the Directors, Roberts' Rules of Order shall be followed.

(g) Majority of Votes. A vote of the majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except wherein by the Declaration, these By-Laws or by law, a higher percentage is required.

SECTION 6.

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TITLE TO UNITS

Title to units may be taken in the name of an individual or in the names of two or more persons as tenants in common or as joint tenants or as tenants with right of survivorship or in the name of a corporation or partnership or in the name of a fiduciary.

SECTION 7.

MAINTENANCE, REPAIR AND ALTERATIONS OF PROPERTY

(a) The Declarant and the association shall maintain accounting records according to generally accepted accounting principles. Such records shall include: (1) A record of all receipts and expenditures; (2) an account for each unit which shall designate the name and address of each unit owner, the amount of each assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due; (3) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the common elements; (4) an accurate account of the current balance in the reserve for replacement and for emergency repairs.

(b) Records maintained by the Declarant, by the association or by the manager shall be available for examination and copying by any unit owner, his duly authorized agents or attorneys, at the expense of the unit owner, during normal business hours and after reasonable notice.

(c) The responsibility of the unit owner shall be to maintain, repair and replace at his expense all portions of his unit, except the portions to be maintained, repaired and replaced by the association. The unit owner shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the unit is located. The unit owner is responsible to promptly report to the association any defect or need for repairs, the responsibility for which is that of the association.

SECTION 8.

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INSURANCE

The Declarant and the association of unit owners, by its Board of Directors, manager or other authorized agent shall, without prejudice to the right of each unit owner to insure his own unit for his own benefit, obtain for the condominium the following forms of insurance.

(a) A master policy affording fire, extended coverage and additional perils in an amount sufficient for repair or replacement of the buildings and improvements, or portions of the buildings and improvements that in whole or in part comprise the common elements, with reasonable deductibles and co-insurance clause as the Board of Directors deems appropriate.

(b) A liability master policy, which shall be in a minimum amount of at least \$500,000 per person, \$1,000,000 per accident with waivers of cross liability claims between unit owners and the association, covering the unit owners' association, the Board of Directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of the foregoing, and all unit owners and other persons entitled to occupy any unit or other portion of a condominium.

(c) The Declarant and the association, by its Board of Directors, the managing agent or other authorized agent, may obtain such other policies as may be required or authorized by the condominium instruments, or as the unit owners may by vote direct, including, without limitation, workmen's compensation insurance, liability insurance on motor vehicles owned by the association and non-owned and rented vehicles, officers' and directors' indemnity policies, and specialized policies covering lands or improvements in which the unit owners' association has or shares ownership or other rights. When any policy or instrument has been obtained by or on behalf of the Declarant or the unit owners' association, written notice thereof and of any subsequent changes in values or limits therein or termination thereof shall be promptly furnished to each unit owner.

(d) Insurance by Unit Owners. Unit owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the

carrier issuing insurance obtained by the association shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

SECTION 9.

WHEN DAMAGED PROPERTY IS TO BE  
RECONSTRUCTED OR REPAIRED

Except as hereinafter provided, damage to or destruction of any building or improvement located on the condominium parcel or serving the condominium shall be promptly repaired and restored by the Declarant or the association, using the proceeds of insurance, if any, on such building or improvement for that purpose and all costs for repair or reconstruction in excess of available insurance proceeds shall be a common expense. If the condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the unit owners and the holders of mortgage liens affecting at least three-quarters of the units vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the unit owners, and each unit owner shall own that percentage of the undivided interest in common as he previously owned in the common elements. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property; and the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.

SECTION 10.

RESPONSIBILITIES AND PROCEDURES AS  
TO PAYMENT FOR REPAIRS

(a) If damage occurs only to those parts of one unit for which the responsibility of maintenance and repairs is that of the unit owner, then the unit owner shall be responsible for the cost of reconstruction and repair after casualty, unless such

damage is specifically covered by the association insurance, in which event the association shall be responsible for said costs. In all instances, the responsibility for actual reconstruction and repair after a casualty shall be that of the association.

(b) Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance and repair, the association shall obtain reliable and detailed estimates of the cost necessary to place the damaged property in as good a condition as it existed before the casualty.

## SECTION 11.

### COMMON EXPENSES.

#### (a) Determination of Common Expenses and Fixing of Common Charges.

The association shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common expenses and charges among the unit owners in proportion to their percentage interests in the common elements. The common expenses shall include, among other things, the costs of repairs and maintenance of the limited common elements and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the association pursuant to these By-Laws. The common expenses may also include such amounts as the association may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the association or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The association shall advise all unit owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the association, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

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Notwithstanding anything else herein contained, common expenses shall also include the cost of water service supplied by the public utility serving the area through any meter which serves more than one unit, and shall also include the cost of water, gas and electric services for the common elements.

(b) Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the association pursuant to the provisions of subsection (a) of this Section at such time or times as the association shall determine. As of the effective date of these By-Laws, such common charges shall be payable monthly on the first day of each month. No unit owner may exempt himself from liability for payment of the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of the unit against which the assessments are made, except if every unit owner is so exempted from the payment of all or part of the common expenses.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, as set forth in the statement required in subparagraph 11(f) below, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor, except that where a mortgagee or a purchaser at a foreclosure sale obtains title to a unit, such acquirer of title, his heirs, successors and assigns, shall not be liable for the entire unpaid share of the common expenses or assessments by the association or as chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer, but such expenses or assessments, if not fully satisfied out of the proceeds of such sale, shall become common expenses collectible from all of the unit owners, including such acquirer, his heirs, successors and assigns.

Any unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the association, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed.

(c) Collection of Assessments. The association shall assess common expenses against the unit owners from time to time

and at least annually and shall take prompt action to collect any common expense due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. As of the effective date of these By-Laws, common expenses shall be payable monthly on the first day of each month, as provided in paragraph 11 (b) above.

(d) Default in payment of Common Expenses. In the event of default by any unit owner in paying to the association, the common expenses as determined by the association, such unit owner shall be obligated to pay interest at the legal rate on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the association in any proceeding brought to collect such unpaid common expenses. The association shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by the provisions of the Condominium Act of the State of Connecticut.

(e) Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the association to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The association, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(f) Statement of Common Expenses. The association shall promptly provide any unit owner so requesting the same in writing with a written statement of all unpaid common expenses due from such unit owner. The association shall also provide to a unit owner, upon written request, within fifteen days of the receipt thereof, the following:

- (i) appropriate statements pursuant to Subsection (b) of Section 47-87 of the General Statutes as the same may exist from time to time and,

if applicable, with respect to rights of first refusal or other restraints on free alienability of units in the condominium.

- (ii) a statement of any capital expenditures anticipated by the association within twelve months next following the date of the statement.
- (iii) a statement of the status and amount of any reserve or replacement fund in any portion of such fund earmarked for any specified project by the Board of Directors.

In addition, the grantee of a unit shall be entitled to a statement from the association setting forth the amount of unpaid assessments against his grantor and such grantee shall not be liable for nor shall the unit conveyed be subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.

(g) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the association, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the association the right, in addition to any other rights set forth in these By-Laws:

- (i) to enter the unit in which, or as to which such violation or breach exists and to summarily abate and remove at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the interest and meaning of the provisions hereof and the association shall not thereby be deemed guilty in any manner of trespass; or
- (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(h) Negligence or Willful Misconduct of any Unit Owner. Any other costs incurred by the association and caused by the negligence or willful misconduct of any unit owner or his licensee or invitees for a specific service rendered to any unit owner which is different from services regularly rendered to all

unit owners, shall be especially assessed against said unit owner by the association in all respects and in the manner as any other common expense.

SECTION 12.

CONDEMNATION

In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the association if such award amounts to \$25,000.00 or less. If the award amounts to more than \$25,000, it shall be payable to the insurance trustee, if there is an insurance trustee, and to the association, if there is no insurance trustee. If 66 2/3% of the unit owners duly and promptly approve the repair and restoration of the common elements taken or destroyed by the condemnation proceedings, the association shall arrange for the repair and restoration of such common elements, and the association or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration of such common elements, and the association or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If the amount of the award is insufficient, any deficiency shall be assessed against all unit owners as a common expense. In the event however, that 66 2/3% or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the association or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage as provided in subsection (e) of Section 8 of these By-Laws. In any condemnation of the units themselves, the condemnation proceeds shall be paid to and belong to the unit owners and/or their mortgagees as their respective interests may appear.

SECTION 13.ADDITIONS, ALTERATIONS OR IMPROVEMENTS  
BY THE ASSOCIATION

Whenever, in judgment of the association, common elements shall require additions, alterations or improvements costing in excess of \$2,000.00, said alterations or improvements shall not be made unless they have been approved by a majority of the unit owners present and voting at a meeting at which a quorum is present. When said approval has been obtained, all unit owners shall be assessed for the cost thereof as a common expense. Notwithstanding any other provision herein, however, no such approval may become effective except with the written approval of all holders of first mortgage liens on individual units subject to mortgage.

SECTION 14.ADDITIONS, ALTERATIONS OR IMPROVEMENTS  
BY THE UNIT OWNERS

No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent of the association and the mortgagee of said unit. The association shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the association of the proposed addition, alteration or improvement. Any application to any department of the City of Milford or to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed only by the association. Said application shall not obligate the association to any liability to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement, nor to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this section shall not apply to units owned by Declarant until such units have been initially sold by Declarant and paid for except that no unit owner, including the Declarant, shall divide or subdivide a unit into a smaller unit or sell or transfer any portion thereof

without first amending the Declaration noting the changes in the units to be affected thereby.

SECTION 15.

RIGHT OF ACCESS

Each unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the association for the purpose of making inspections and for the purpose of correcting any condition originating in his unit and threatening another unit or common element or for the purpose of performing necessary installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the building within which the unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In the case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

SECTION 16.

UTILITY SERVICES

Electric service shall be supplied by the public utility company serving the area through a separate meter for each unit, and each unit owner shall be required to pay the bills for such services consumed or used by his unit and in the limited common elements serving his unit. Water service shall be supplied by municipal water system but shall not be separately metered and the charges, therefore, shall be billed as a common expense.

All water, sewer, electric and gas services for the common elements shall be billed as a common expense and shall be assessed to each unit owner as such.

Sanitary sewage disposal is through the municipal sanitary sewer system of the City of Danbury. Sewerage disposal shall not be separately metered, but shall be billed as a common expense.

SECTION 17.MORTGAGES

(a) Notice to the Association. A unit owner who mortgages his unit shall upon request notify the association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the association. The association shall maintain a book entitled "Mortgages of Units" in which all mortgages on units shall be listed.

(b) Notice of Unpaid Common Expenses. The association, whenever requested in writing by a mortgagee of a unit, shall promptly report to such mortgagee any then unpaid common expenses due from or other default by the owner of the mortgaged unit but shall do so in any event if the same is not cured within thirty (30) days.

(c) Notice of Default. The association, when giving notice to a unit owner of default in paying common expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the association.

(d) Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the association at reasonable times on business days.

(e) Collection and Disbursement of Mortgage Charges. The association may require that payment of all mortgage charges by unit owners be made to the managing agent or manager to be held in trust to be disbursed promptly by such managing agent or manager only to the respective mortgagee. This may only be done with the consent of the mortgagee, however.

(f) Limitation of Mortgage. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the association all unpaid common expenses theretofore assessed by the association against his unit and until he shall have satisfied all unpaid liens against such unit except permitted mortgages.

(g) Financing Purchase of Units by Association. Acquisition of units by the association on behalf of all unit

owners may be made from the working capital in the hands of the association, or if such funds are insufficient, the association may levy an assessment against each unit owner in proportion to his ownership in the common elements as a common expense, which assessment shall be enforceable in the same manner as common expenses, or the association may in its discretion borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit itself together with the appurtenant interests thereto to be acquired by the association. Notwithstanding any rights of the association under this paragraph or under any other provision of these By-Laws, it is agreed that the association cannot at any one time hold title to more than 10% of the total number of units in the association.

#### SECTION 18.

##### NOTICE OF LIEN OR SUIT

Each unit owner shall give notice to the association of any lien upon his unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien. Failure to comply with this paragraph will not affect the validity of any judicial sale. Notice shall also be given to the association of every suit or other proceedings which may affect the title to a unit within five days after the unit owner receives knowledge of the same.

#### SECTION 19.

##### MISCELLANEOUS

(a) Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors in care of the President of the association and/or to the managing agent if there be a managing agent. All notices to any unit owner shall be mailed or delivered to the building in which the unit is situated, or to such other address as may have been designated by him from time to time in writing to the Board of Directors. All notices to mortgagees of units shall be sent by registered mail or certified mail to their respective addresses as designated by them from time to time in writing to the Board of Directors. All

notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

(b) Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or effect of the balance of these By-Laws.

(c) Captions. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

(d) Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

(e) Votes in the Event of Joint Ownership of a Unit. In the event a unit is owned by more than one owner, if the co-owners cannot agree upon how to exercise their right to vote under these By-Laws, each co-owner shall have a proportionate right to vote based upon his or her proportionate ownership of the unit itself. A co-owner of a unit may permit the other co-owner of the unit to vote his or her interest by furnishing the other co-owner with a proxy.

## SECTION 20.

### MODIFICATION OR AMENDMENT OF BY-LAWS

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of a majority of the unit owners, provided however that no amendment of these By-Laws shall be contrary to the requirements of Section 47-80 of the Connecticut General Statutes, Revision of 1958 as amended and as the same may be amended from time to time and provided, further, that said vote shall be taken at a meeting of the unit owners duly held for such purpose and further following written notice to the mortgagees of such units appearing on the records of the Association, except that if such amendment directly or indirectly changes the boundaries of any unit, the undivided interest in the common elements appertaining thereto, the liability for common

elements appertaining thereto, the liability for common expenses or rights to common profits appertaining thereto, or the number of votes in the Association appertaining thereto, such amendment shall require the affirmative vote of 75% of the unit owners and shall, in addition, require the consent of the mortgagees of at least 75% of the units subject to mortgage. The vote at such a meeting may be in person or by proxy. Notwithstanding any other provision herein however, no amendment may become effective except with the written approval of all mortgagees holding mortgages constituting first liens upon 51% or more units.

SECTION 21.

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Condominium Act of the State of Connecticut as provided for in the Connecticut General Statutes, Revision of 1958 as amended. In the case of any conflict between these By-Laws and the provisions of the Condominium Act or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

Received for record

SEP 28 1984

at 4:26 PM  
Attest

Town Clerk

*Michael R. Seni*





**AUTUMN RIDGE CONDOMINIUM ASSOCIATION, INC.**

**Association Collection Policy**

(a) The Association wishes to adopt a standard policy for collecting sums due the Association in accordance with Connecticut General Statutes §§ 47-258 and 47-261b.

(b) It is the responsibility of each Unit Owner to pay all common expense assessments, special assessments, fines and other charges imposed upon the Unit when such expenses and charges are due. The Association does not operate for profit and when one or more Unit Owners do not pay charges when they are due, the burden must be assumed by the other Unit Owners. For this reason, the Association will aggressively pursue collection activities when there is a delinquent Unit Owner account. The law does not require the Association to send monthly statements or any other notice when charges are due, except in situations where there is a change in the amount of the monthly charges. Association mailings of statements, overdue statements or management company collection letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal defense to paying such charges when charges are due. It is the responsibility of each Unit Owner to contact the Association with any questions as to amounts owed on a Unit account.

(c) Unless otherwise notified in writing by the Association, all common expense assessments and special assessments shall be due by the first of each month.

(d) If a Unit account is not fully current by the tenth day of each month, the Unit account will be considered delinquent. The Unit Owner will be assessed late fees, collection costs, and attorney's fees and costs as follows: (1) a late payment penalty of \$25.00 per month for each month that the Unit account remains delinquent; and (2) attorney's fees and costs incurred in attempting to collect the outstanding amounts due to the Association.

(e) If a payment is made which fails to bring the Unit Owner's delinquent account current and if such payment is thereafter accepted, unless the Unit Owner and the Association enter into an agreement providing for the payment to be applied in a different manner, the sums will be applied in the following order of priority: (1) attorney's fees and costs; (2) fines; (3) late fees or interest; (4) special assessments; (5) monthly common expense assessments; and (6) all other remaining charges. As sums are received, monies will be applied to the oldest balance due in each category in order of priority. This section shall not be construed to require the Association to accept payments of less than the amount required to bring the account current.

(f) The Association or its property manager [or its duly authorized representative] may, but shall not be required to send statements for the Unit Owner's account to the Unit Owner and/or collection letter(s) to the Unit Owner when charges become delinquent.

(g) The Association or its property manager [or its duly authorized representative] is authorized to turn over a delinquent Unit Owner's account to the Association's attorney for legal collection proceedings when the amount unpaid on the Unit Owner account is greater than two (2) months of common expense assessments based on the periodic budget last adopted by the Association.

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

(i) For purposes of the written demand providing for not less than sixty (60) days' notice, the Association's attorney is authorized to perform a title search in furtherance of satisfying the requirements of Connecticut General Statutes Section 47-258(m). Pursuant to the requirements of Connecticut General Statutes § 47-258(m), as amended by Public Act 13-156, the Association's attorney will make a demand for payment in a record upon the Unit Owner and simultaneously provide a copy of such record to all holders of security interests described in Connecticut General Statutes § 47-258(b)(2), if any exist. The written notice to such holders of security interests shall set forth: (1) The amount of unpaid common expense assessments owed to the Association as of the date of the notice; (2) 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; (3) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (1) and (2) are not paid to the Association within sixty days after the date on which the notice is provided; (4) the Association's contact information, including, but not limited to, (A) the name of the individual acting on behalf of the Association with respect to the matter, and (B) the Association's mailing address, telephone number and electronic mail address, if any; and (5) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (1) and (2). Any notice required to be given by the Association's attorney under this subsection shall be effective when sent.

(j) If, following written demand from the Association's attorney, the Unit Owner's account has not been paid in full or a partial payment has been accepted and applied but there remains outstanding a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association, the Association's attorney is authorized to commence collection or foreclosure proceedings against the Unit.

(k) Notwithstanding any language contained within this Collection Policy to the contrary, a foreclosure of the statutory lien against a Unit shall be authorized by the Association's attorney as long as the statutory requirements of Connecticut General Statutes Section 47-258 have been met.

(l) A Unit Owner with a delinquent account may propose a payment plan in writing to the Executive Board. Any such payment plan will be subject to approval by the Executive Board. There is no standard payment plan and there is no guaranty that any payment plan will be accepted by the Executive Board.

(m) Under Connecticut law, the Association is given a limited super priority lien against a Unit for collection of unpaid charges. For this reason, it is the policy of the Association to aggressively pursue foreclosure and/or collection proceedings and to complete those proceedings as quickly as possible.

(n) In some situations, a lienholder with an encumbrance on a Unit, other than the Association, may commence foreclosure proceedings against the Unit. In these cases, the Association's attorney must file an appearance in the action and monitor the action in order to protect the rights of the Association and the Association's lien. The Association, through its attorney, is required to appear in these actions even in instances where there is no delinquent Unit Owner account balance. These actions bring with them the possibility of a transfer of title of the Unit and the Association must appear in the action to monitor at all times who the rightful title owner of the Unit is.

(o) All charges, including, but not limited to, attorney's fees, management fees, court costs, title search charges, appraisal fees, marshal fees, court entry fees and any other charges and expenses associated with collection and/or foreclosure proceedings, including any fees and costs incurred in the defense of a lienholder's foreclosure action, shall be chargeable to the delinquent Unit Owner's account.

(p) Where one written demand letter has already been sent out by the Association's attorney, the attorney may, but shall not be required to, send a follow-up demand letter reciting a deadline date for payment which is less than thirty (30) days.

(q) To the extent that there is a conflict between this Collection Policy and the terms of any standard policy or procedure providing for collection or foreclosure against Unit Owners enacted or implemented by the Executive Board, the property manager, or any other entity, the terms of this Collection Policy shall govern.

(r) No changes should be made to this Collection Policy without first consulting with the Association's attorney.

Adopted: June 14, 2016

# AUTUMN RIDGE CONDOMINIUM ASSOCIATION

## MAINTENANCE STANDARDS POLICY

In keeping with the amended Uniform Common Interest Ownership Act the Association is hereby promulgating maintenance standards for all units.

The Association may assess a unit owner for common expenses incurred by the Association more than insurance proceeds, whether that portion results for the deductible or non-covered expenses if the expense is caused by the willful misconduct or gross negligence of a unit owner or his or her tenant or guest, or by a unit owner's or tenant's failure to comply with the written maintenance standards promulgated by the Association. The assessment may be made after notice and an opportunity for the unit owner to be heard.

The current Master Insurance Policy deductible is \$10,000.

## MAINTENANCE STANDARDS

### 1. Plumbing

All unit plumbing fixtures must be kept in proper working order and attended when in use. Leaking valves, faucets, and toilet seals and valves must be repaired promptly. Washing machine valves must be closed when not in use and stainless-steel braided hoses used for the connections. Verify that toilets have stopped filling before leaving the unit. Water heaters should be replaced at the manufacturer's recommended interval but in no case a longer interval than 12 years.

### 2. Heating

Unit owners or tenants must maintain a minimum temperature of 55 degrees within the unit. This includes hallways and laundry rooms. Garage doors must be kept closed during the winter except when in use.

### 3. Electrical

Unit owners are responsible for the maintenance of all electrical fixtures within the unit and exterior fixtures controlled by the unit. The circuit breakers within the unit and the exterior circuit breaker serving the unit are the unit owner's responsibility.

### 4. Smoke Detectors

Unit owners must ensure that all smoke detectors in the unit are in proper working order. Owners or their tenants must test the detectors in November and in March.

### 5. Dryer Vents

All dryer vent ducting must be made of metal. Ducting in unexposed areas or if more than 10 feet in length must be of rigid metal. Unit owners are responsible for cleaning the ducts annually.

## 6. Chimney Inspection

All chimneys must be inspected and cleaned or repaired if necessary, on even numbered years at the unit owner's expense. The inspections must take place between July and December of the year with a copy of the inspection report sent to the management company. Although the unit owner is free to use any properly licensed and insured contractor, the Association will endeavor to negotiate a discounted group price. Repairs to the exterior portion of the chimney will be at the Association's expense.

## 7. Grills

The use of charcoal grills on decks is prohibited. Gas grills must be properly maintained and located at the far end of the deck, away from the building and other combustible material. Grills cannot be left unattended when in use.

## 8. Hazardous or Combustible Material

No hazardous or combustible material may be stored in the boundaries of the unit.

## 9. Air Conditioners

Air conditioner repairs and replacement are the responsibility of the unit owners. New air conditioners must conform to the Association's approved size and location standards.

## 10. Windows and Doors

The maintenance and replacement of all doors and windows is the unit owner's responsibility and expense except in the case of fire or storm damage. This includes garage doors and window and door screens.

## 11. Water Leaks

All water leaks must be reported promptly to the Association.

## 12. Maintenance Problems

Unit owners must report common property maintenance problems promptly to the Association.

## 13. Licensed and Insured Contractors

Unit owners must ensure that all contractors performing work in their unit are properly licensed and insured.

## 14. Snow Removal

Unit owners are responsible for removing snow/ice from their porches, decks, and the parking area in front of their garages. All vehicles must be removed from visitor parking the day following a snowstorm.

**These standards were adopted by the Board of Directors on July 13, 2010.**

## Summary of the Rules and Regulations of Autumn Ridge Condominium

This is an annotated summary of the rules and regulations of Autumn Ridge Condominium. The sources of these rules and regulations are the Declaration, By-Laws, and Resolutions of the Board of Directors of Autumn Ridge Condominium Association. Reference should be made to the Declaration and By-Laws for additional rules not summarized here.

1. Each unit shall be occupied by a single family, its servants and guests as a residence and for no other purposes.
2. There shall be no obstruction of the Common Elements or Limited Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Association. Each unit owner shall be obligated to maintain his/her own unit and keep it in good order and repair.
3. Recyclable glass, tin and aluminum cans, and plastic food and beverage containers must be separated from household trash, and placed in a recycling bin provided by the trash hauler. Newspapers are to be bundled and placed in the recycling bin. The recycling bins containing recyclables along with bundled newspapers are to be placed by the roadside end of the flower box but not beyond the end of the box. Recyclables will be collected once a week on Thursday unless there is a holiday during the week, which will delay the pickup one-day. Recyclables can only be placed outside on the designated pickup day. All other household trash must be placed in the trash dumpsters (no fireplace ashes). Furniture, appliances, rugs, motor oil and large amounts of cardboard must be taken to the city transfer station or recycling center. Failure to comply with these regulations will result in fines and/or an assessment of any additional cost or fines incurred by the Association.
4. Nothing shall be done or kept in any unit or the Common Elements or Limited Common Elements, which will increase the rate of insurance without the prior written consent of the Association. Insurance regulations do not permit the use of charcoal grills. State Law does not permit the use of kerosene heaters within the complex.
5. Unit owners shall not hang or display anything in or on the windows, on outside walls or railings of the buildings. No Signs (including "For Sale" or "Tag Sale", etc.) awnings, canopies, shutters, satellite dishes, radio or television antennae or dish, shall be affixed without the prior consent or approval of the Association. Satellite dish installations must conform to the Association's guidelines. Unit owners shall not paint, stain, or change the color of the exterior of the building. No openings shall be made in any exterior wall without the prior consent of the Association. Air conditioners and their installation must conform to the Association's guidelines. Prior approval by the Board of Directors is necessary before the installation of air conditioners.
6. No animals may be kept except for one dog or one cat per unit. Animals must be kept on a leash while on Common Property. Animals may be walked in the lower lawn **behind the drainage pond** behind Building "C". Pooper-scoopers or the equivalent must be used for all animal refuse. Animals must not be tied to the trees, railings or any other common elements. Violations of this regulation will result in fines and/or assessments for damage.

7. No noxious or offensive activities shall be carried on which may become an annoyance or nuisance to other unit owners. This includes such activities as tag sales or barking dogs.
8. Bicyclists are to obey all traffic rules when cycling within the complex. Bicyclists are not allowed to ride on lawns.
9. No laundry shall be hung outside. Common elements shall be kept free of rubbish and debris.
10. No industry, business, trade, occupation or profession may be conducted on the property. No vehicles, other than an operable and registered automobile, may be parked or stored on any part of the property, except that campers, vans, trailers, boats, pickup trucks, motorbikes and motorcycles may be kept in a unit owner's garage. Vehicles with commercial license plates or commercial signs are not permitted on common property. However, vehicles temporarily on the property for purposes of servicing the property itself or one of the Units may be parked thereon. All motor vehicle laws of the State of Connecticut will apply to the private drives of the Condominium. Motor vehicles are not to be parked on the roadways. The operations of go-Carts, snowmobiles, pocket Bikes or any unregistered or uninsured motorized Scooters or Bikes are not permitted on the property. All traffic and parking signs are to be obeyed. Parking spaces, which have been designated and marked as being for guest parking, are only for the temporary use of guests of unit owners. Unit owners or other permanent residents of the units may not use guest parking spaces for the parking of vehicles, trailers, campers, boats, or the like.
11. Draperies, blinds or curtains must be installed by each unit owner on all windows of the unit.
12. No soliciting is allowed on common property by residents or nonresidents. Nonresidents should be asked to leave the property and the police should be notified if they do not comply.
13. The Association shall have the power to make regulations and levy fines for violations of these regulations. The fine for a single violation shall not exceed \$5.00. For each day that a violation continues after notice it shall be considered a separate violation.
14. In the event of any lease, the unit owner shall be totally responsible to the Association for compliance by the tenant with the provisions of the Declaration and By-Laws.

**NOTICE**

**Parking Rules & Regulations**

The lack of community parking at Autumn Ridge is a problem. When the community was built, most people only had one vehicle. One garage was all that was deemed necessary along with space in front of the garage to park an extra vehicle. Today, many Autumn Ridge residents have two or more vehicles. We are sending out this notice because too many residents are ignoring the Rules & Regulations regarding parking.

1. The only available community parking is the four parking spaces across from Building E (Units 43-50). These spaces are designated for visitor parking only. However, residents may use this parking if: (a) They notify management in writing with the vehicle information (license plate number, make and model), date and time it will be temporarily there, and the reason why. (b) If a visitor's vehicle needs to be parked there overnight, the resident must notify management in writing the vehicle information (license plate number, make and model), and length of time it will be parked there.

2. Roadways must be kept clear of parked vehicles at all times. This includes by the speed humps and in front of the dumpsters. Curbs are marked in yellow because they are FIRE LANES and the City of Danbury does not allow vehicles to be parked in fire lanes for safety reasons. Emergency vehicles must be able to navigate the roadways at all times. Vehicles parked in the roadway make it difficult and dangerous for them and others to maneuver in the community. Any vehicle parked in a fire lane can be ticketed by the Danbury Police so do not hesitate to call them to report this safety violation.

3. Residents are allowed to "double" park in front of their garage area. When double parking, make sure that your neighbors parking area is not blocked. No double parking is permitted during inclement weather. Snow plowing areas where vehicles are double parked is very difficult and the snow contractor will not assume any responsibility for damage to a vehicle double parked.

4. Residents who temporarily park their vehicles at the entrance of the property to either drop off or pick up their children from the school bus need to park no closer to the entrance than the mailboxes. Please do not block the mailboxes.

Thank you for your cooperation in making Autumn Ridge a safe community.

Board of Directors  
January 15, 2015

## Autumn Ridge Condominium Association, Inc.

157 Shelter Rock Road  
Danbury, CT -6810

### Lease Policy

The following are some of the provisions that govern the use and occupancy of the property found in the Declaration and By-Laws of as well as Rules and Regulations approved by the Board of Directors regarding leasing of units. The Unit Owner is totally responsible to the Association for compliance by the tenant with all of the Associations provisions.

1. Lease Notification: The Unit Owner must give the Association lease information in writing about their tenant within ten (10) days of the lease start date. This can be accomplished by completing the Autumn Ridge Lease Notification Form, or by letter which contains the same information as the form.
2. Period of Lease: No Unit may be leased for a period of time less than six (6) months.
3. Unit Subdivision: Units may not be divided or subdivided into a smaller dwelling units. Only an entire Unit may be leased, no portion or fraction of a Unit (other than the entire Unit) may be leased.
4. Leasing Form: No Unit Owner shall lease a Unit other than on a written form of lease. The lease must state that the lessee agrees to abide by all the terms and conditions, covenants, and rules and regulations of the Association.
5. Number of Occupants: No more than two persons per bedroom are permitted.
6. Tenant Screening: Unit Owners should carefully screen their Tenants. A good rental application form should include personal information, residence history, employment information and banking and credit references. A credit check should be performed.
7. Tenant Notification: Unit Owners must provide their Tenants a copy of this Lease Policy and the Rules & Regulations to familiarize the Tenant with the Rules & Regulations.
8. Tenant Insurance: Tenants should be required to procure their own personal insurance to protect their personal items as well as providing for personal liability protection.
9. Moving Day: (i) All tractor trailer trucks must get prior approval from the Managing Agent before entering the property. The purpose of this policy is to make sure large vehicles are operated safely and are not improperly parked on Association roadways, sidewalks or grass areas. (ii) All cardboard boxes must be crushed, bundled and tied and placed in specified recycling dumpster. (iii) It is the Tenant or Unit Owner's responsibility to arrange for removal and disposal of carpets, furniture and retired appliances.
10. Summary Process: The Association has the right and power to exercise the landlord's rights of summary process against any tenant of a Unit Owner who violates the restrictions and the Instruments, provided the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the Hearing.
11. Miscellaneous: (i) The Association is not a leasing agent, does not show Units to prospective renters, collect tenant lease payments or inspect individual Units other than for Association purposes. (ii) Unit Owners remain responsible for payment of common fees, assessments and repair to the Unit. (iii) Unit Owners are responsible for violations and fines involving their Unit or Tenants. (iv) No Unit shall be rented for transient or hotel purposes.

Dear Homeowners,

3/13/2025

The Autumn Ridge Board of Directors has approved and adopted a new rule regarding Birdfeeders. A 10-day Notice and Comment was sent February 14, 2025, and the rule was adopted March 11, 2025 and will go into effect March 21, 2025.

The rule follows:

All Birdfeeders except for Humming Birdfeeders are no longer allowed to be kept. Please add the attached rule to your documents.

If you have any questions regarding this new rule, please feel free to contact Robert Blaskey, CM Property Management.

Thank you,

Autumn Ridge Board of Directors

CM Property Management

Michael Famiglietti, CMCA



February 14, 2025

This notice begins a 10-DAY period in which homeowners are given NOTICE and can submit COMMENT.

## **Autumn Ridge Condominium Association, Inc.**

### **BIRD FEEDER RULE**

#### Notice To Unit Owners

The Board of Directors at Autumn Ridge Condominium Association plans to adopt the following Bird Feeder Rule for the community. This Rule will be added to the Association's Rules and Regulations once passed. Please see attached the written policy the Board plans on reviewing, voting, and signing on FEBRUARY 26, 2025.

Interested Unit Owners are invited to comment on the proposed Rule. If you would like to comment, you are requested to do so, in writing, prior to the conclusion of the comment period on FEBRUARY 26, 2025. Please send your email correspondence to the Association's property manager (Rob Blaskey at Rob@cmproperty.com) or mail to:

CM Property Management  
P.O. Box 690  
Southbury, CT 06488

The Board is empowered to adopt the policy pursuant to Section 47-244 and 47-261b of the Connecticut General Statutes after the comments are reviewed. Comments will be reviewed by the Board of Directors after FEBRUARY 26, 2025. The Board's intention will be to adopt the amendment after this said February 25, 2025.

Respectfully,

Autumn Ridge Condominium Association Board of Directors

For the: AUTUMN RIDGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

## AMENDMENT TO RULES

Autumn Ridge Condominium Owners Association, Inc. ("Association") was established pursuant to a Declaration recorded in the Danbury Land Records, and as it has been or may be amended. This Amendment to the Rules is adopted in accordance with the provisions of the Association's Governing Documents and Connecticut Law.

- To ensure the safety of our residents and to comply with the requirements of our insurance provider, and to prevent the spread of vermin and other animals, **Hard seed and Soft seed Birdfeeders** are hereby prohibited as follows: The term **Birdseed Feeders** will be used in the rest of this document.
- **All Birdseed Feeders** are totally prohibited on association property. Birdseed and birdseed feeders are not permitted in any form. Birdseed Feeders are not allowed to be hung or attached to, in or on, any area of the Limited Common Elements, or Restricted use areas, including decks, garage or patios (if any), or anywhere on the Common Elements.
- **EXECPTION: Hummingbird feeders:** Hummingbird feeders **will** be allowed at this time and one **(1)** can be placed on either the front or rear deck. They are not allowed to be freestanding and may not be placed in trees or shrubs in the Community.
- Any violation of this Rule may result in fines or legal action in accordance with the Declaration and Bylaws. Any insurance premium increase attributable to a particular Unit by virtue of a violation of this Rule shall be assessed against that Unit.

The Board has approved this Rule following notice and comment to the Unit Owners on this 11 day of March 2025.

Autumn Ridge Condominium Association,

BY Laura Debra

Its President

June 10, 2025

This notice begins a 10-DAY period in which homeowners are given NOTICE and can submit COMMENT.

**Autumn Ridge Condominium Association, Inc.  
Security and Surveillance Camera Policy**

**Notice To Unit Owners**

The Board of Directors at Autumn Ridge Condominium Association plans to adopt the following Security and Surveillance Camera Policy for the community. This Rule will be added to the Association's Rules and Regulations once passed. Please see attached the written policy the Board plans on reviewing, voting, and signing on June 25, 2025.

Existing Cameras will be allowed to be kept but notice of existing Cameras must be submitted to this office before June 23, 2025. Please see #3, page 3.

Interested Unit Owners are invited to comment on the proposed Rule. If you would like to comment, you are requested to do so, in writing, prior to the conclusion of the comment period on June 25, 2025. Please send your email correspondence to the Association's property manager (Rob Blaskey at Rob@cmproperty.com) or mail to:

CM Property Management  
P.O. Box 690  
Southbury, CT 06488

The Board is empowered to adopt the policy pursuant to Section 47-244 and 47-261b of the Connecticut General Statutes after the comments are reviewed. Comments will be reviewed by the Board of Directors after JUNE 25, 2025. The Board's intention will be to adopt the amendment after this said JUNE 25, 2025.

Respectfully,

Autumn Ridge Condominium Association Board of Directors



Main Office: P.O. Box 690 Southbury, CT 06488 Tel. (203) 264-6598 Fax (203) 264-6216  
[www.cmproperty.com](http://www.cmproperty.com)



**Autumn Ridge Condominium Association, Inc.**

**Surveillance Camera Security Policy**

Autumn Ridge Condominium Association, Inc. (the "Association") has installed security cameras in the community. They are currently in the following locations: 1) \_\_\_\_\_; and 2) \_\_\_\_\_. The Association may install additional cameras in other locations, as determined by the Board of Directors. These security cameras have been installed for the protection of Association assets and for the security of residents and their guests.

In order to ensure that video surveillance is not abused or misused, the Board of Directors agreed that a security policy should be enacted to govern the use and access to such video surveillance of the Association, and the use of personal video surveillance among Unit Owners and residents.

**Underlying Principals**

The safety of residents and community property are critical aspects of this community. The Association installed video surveillance to help keep property and residents safe. The Association hopes that the video surveillance will provide not only a deterrent to inappropriate behavior but can be used as a means of identification in the event of damage or criminal activity. In addition, the Association recognizes that Unit Owners may want or desire to install and maintain their own personal video surveillance equipment to further protect their property and keep themselves safe.

**Policy Statement**

The Association recognizes the need to balance individual's right to privacy and the need to ensure the safety and security of the community and residents, which must be respected by both the Association and all Unit Owners in their respective uses of video surveillance. The Association therefore has adopted a policy which upholds these rights but provides the necessary mechanisms for protecting the community.

**Scope**

This policy applies to all video surveillance systems installed by the Association which are permanently installed and whose presence is detailed on posted signage, as well as personal video surveillance equipment installed by residents.

**Installation, Placement and Maintenance of Video Surveillance Equipment**

**Video Equipment / Records**

**1. Type of Equipment**

The Association will use Digital Video Recorders to collect and retain real-time video for a minimum of 36 hours or longer depending on the equipment and the capacity of internal storage devices.

2. Placement

Video recording equipment has been placed in visible locations, which present the best surveillance options with respect to desired coverage, specific surveillance targets and lighting conditions. Cameras are positioned so as to not willfully intrude on a unit owner's or resident's property or privacy.

3. Signage

Signage has been erected in conspicuous location(s) notifying all parties that the area is under video surveillance.

**Access to Video Records**

1. Access: Association/Unit Owners

Access to video surveillance and surveillance records shall be secured and restricted to the Board of Directors. Requests for viewing video surveillance footage shall be in writing and shall be directed to the Board of Directors. Unit owners may be allowed to view pertinent footage only upon majority agreement of the Board of Directors and only in response to an event which has occurred, including but not limited to vandalism, property damage, litigation evidence, criminal activity, insurance investigation and suspicious activity. The Board of Directors will only review video footage in response to a specific complaint or if a specific issue of concern becomes apparent. No Board member, owner or resident shall view video surveillance footage alone.

2. Access: Law Enforcement

If access to video surveillance is requested for the purpose of law enforcement investigation due to criminal activity or potential criminal activity, pertinent footage related to the investigation shall be provided to the law enforcement officials.

3. Security / Storage

Active video records shall be stored in secured enclosures with limited access. Archived video records shall be stored only for investigative or legal purposes.

4. Access

All instances of surveillance footage being viewed by the Board of Directors, owners, residents, or law enforcement, shall be entered into the minutes of the Board of Directors' meeting.

5. Timely Requests for Data

The duration of historical data available is limited to the specific DVR/device drive capacity. Requests for data should be limited to a specific date range and time.

**Custody, Control, Retention and Disposal of Video Records**

The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted.

Specific records relating to evidence or investigations which need to be retained, may be copied onto portable media and stored for as long as required based on the investigation type.

## **Accountability**

The Association's Board of Directors is responsible and accountable for implementing, enforcing and monitoring the deployment, use and viewing of all video surveillance.

## **Unit Owner Surveillance Cameras**

### **1. Cameras on Common Elements Prohibited**

Unit Owners are prohibited from installing surveillance cameras of any kind on any portion of the Common Elements.

### **2. Only Doorbell Cameras Permitted**

Subject to paragraph 4 below, Unit Owners may only install doorbell cameras such as Ring, Google Nest, Blink, Eufy or other similar doorbell cameras and no other type of surveillance camera.

### **3. Existing Cameras**

Notwithstanding paragraphs 1 and 2 above, those cameras installed as of the date of the adoption of this Rule will be permitted, provided that: 1) any such camera is not causing damage to the common elements or units; 2) upon the camera's removal, such affected common element(s) will be restored to their original condition at the Unit Owner's expense; 3) any such camera is subject to all other terms and conditions of this Rule, including without limitation, paragraphs 4 through 6 below; and 4) any Unit Owner with an existing camera notifies the Association's property manager in writing within 30 days from the date of the adoption of this Rule of each such camera.


### **4. Invasion of Privacy Prohibited**

Units Owners are prohibited from installing doorbell or other surveillance cameras in such a manner that would violate or reasonably interfere with other Unit Owners' reasonable expectations of privacy in violation of applicable law. For example, doorbell cameras may not be installed on Units in a manner such that they are aimed to observe or record the activities of other Unit Owners within the confines of their Units. Unit Owners will be solely liable for, and shall indemnify, defend and hold harmless the Association, its officers, directors, employees and agents from, any and all claims, damages, costs and expenses (including reasonable attorneys' fees) for invasions of privacy arising out or related to their use of surveillance cameras installed on their Units.

### **5. Penalty for Violations of the Above Rules**

If the Association discovers that a Unit Owner installed a surveillance camera on any portion of the Common Elements, or has violated any other Rule herein, the Association shall have the right to a) remove the offending surveillance camera, and b) levy fines, legal fees and all associated costs against the Unit Owner, including without limitation, assessment of all such costs associated with the removal of the surveillance camera and the restoration of the affected Common Elements, following notice and an opportunity to be heard. The Unit Owner shall also indemnify, defend and hold harmless the Association, its officers, directors, employees and agents from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to the installation and use of doorbell or other surveillance cameras, their removal from the affected Common Elements or the violation of any other Rules herein.

Duly Adopted By the Board of Directors of  
Autumn Ridge Condominium Association, Inc.:


By:   
\_\_\_\_\_, Secretary

**Autumn Ridge Condominium Association, Inc.**  
**Executive Board Vote In Accordance With**  
**Conn. Gen. Stat. Section 47-250(b)(9)**

We, the Executive Board of Autumn Ridge Condominium Association, Inc. (the "Association"), hereby vote without a meeting, and with at least two-thirds consent, in accordance with *Conn. Gen. Stat.* Section 47-250(b)(9).

We, the undersigned, vote unanimously in favor of the enclosed Vehicle and Parking Rules, which are effective on this date.

IN WITNESS WHEREOF I have hereunto subscribed my name this 10<sup>th</sup> day of  
March, 2026





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**AUTUMN RIDGE CONDOMINIUM ASSOCIATION, INC.**

**NOTICE OF PROPOSED AMENDMENT TO RULES**

NOTICE is hereby given that the Executive Board of Autumn Ridge Condominium Association, Inc. intends to amend the Rules of the Association by adopting the Association's Vehicle and Parking Rules as a rule of the Association. These Vehicle and Parking Rules are enclosed with this notice.

This notice replaces the prior notice sent on February 10, 2026. The proposed amendment has been revised to remove the requirement that pick-up trucks be kept within a fully enclosed garage.

The Executive Board will act on this proposed amendment to the Rules, without a meeting via *Conn. Gen. Stat.* Section 47-250(9), after considering comments from Unit Owners.

Unit Owners may submit comments on the proposed amendment for consideration by the Executive Board by sending them by mail or email to: Robert Blaskey, CM Property Management, 800 Main Street Sout, Suite L2, PO Box 690, Southbury, CT 06488; Email: [rob@cmproperty.com](mailto:rob@cmproperty.com).

Comments must be received no later than 5:00 p.m. on March 11, 2026, to be considered by the Executive Board prior to its vote.

The Executive Board,  
Autumn Ridge Condominium Association, Inc.

ARTICLE  
BICYCLES, SCOOTERS, ETC.

Section Bicycles, Scooters and other Recreational Micromobility Devices. At all times, any rider of bicycles, scooters, roller skaters, skateboards, hoverboards, segways and other recreational micromobility devices (electric or otherwise) (collectively, “Bicycles and Micromobility Devices”) shall abide by the following rules when operating in the Common Interest Community:

- (a) Bicycles and Micromobility Devices shall be ridden as near as practicable to the curb or edge of the roadway.
- (b) Bicycles and Micromobility Devices shall only be ridden during daylight hours, except that bicycles with a headlight and taillight may be used during darker hours.
- (c) Riders of Bicycles and Micromobility Devices must wear a suitable helmet and shall wear reflective clothing when conditions make it difficult for operators of vehicles to see. Bicycles and Micromobility Devices shall also have reflective gear placed on them to enhance visibility.
- (d) Riders of Bicycles and Micromobility Devices shall be required to adhere to local and state laws and ordinances.
- (e) Bicycles and Micromobility Devices must be ridden responsibly and courteously and may only transport the rider and no passenger(s).
- (f) Riders of Bicycles and Micromobility Devices must yield to pedestrians.
- (g) Other than safety horns, the only sound a Bicycle or a Micromobility Device may make is the sound of the wheels on the pavement.
- (h) In addition to the foregoing, riders of electric Bicycles and Micromobility Devices shall also adhere to the following rules in the Community:
  - (i) Electronic Bicycles and Micromobility Devices shall not exceed five (5) miles per hour.
  - (ii) Batteries for electronic Bicycles and Micromobility Devices shall be charged and stored in-doors at room temperature, away from direct sunlight and in accordance with the manufacturer’s instructions. Batteries must be unplugged after they are fully charged and never left charging overnight or without supervision.
  - (iii) Batteries shall not be placed in the trash or recycling bin and shall be disposed of in accordance with the manufacturer’s instructions at the City of Danbury transfer station

- (iv) The State of Connecticut and City of Danbury designated age restrictions and other laws must be adhered to at all times.
- (i) Unit owners shall be responsible for damages to Common Elements and Units based upon their failure, or the failure of any resident or guest of their Unit, to comply with these rules and all applicable laws.
- (j) Unit Owners, residents and all riders ASSUME ALL RISKS, both known and unknown, when using or riding on Bicycles and Micromobility Devices in the Common Interest Community, and Unit Owners and residents in the Common Interest Community shall RELEASE, NOT SUE FOR ANY DAMAGES, AND INDEMNIFY, DEFEND AND HOLD HARMLESS Pine Ridge Homeowner's Association, Inc., including its directors, officers, committee members, property managers, management company, employees, agents and representatives, and Unit Owners of Autumn Ridge Condominium Association, Inc., WITH RESPECT TO ANY AND ALL BODILY, PERSONAL OR PROPERTY INJURY, DISABILITY, DEATH, or loss or damage to person or property, allegedly suffered by them, their tenant, or their guest, in connection with the use or riding of any Bicycles or Micromobility Devices in the Common Interest Community, including with respect to any and all claims, losses, damages, liabilities, suits or any other legal proceeding, and including any and all legal fees or costs incurred in the defense of such claims or suits, to the fullest extent permitted by law.
- (k) Electronic Bicycles and Micromobility Devices shall not be parked or stored outside overnight.

ARTICLE  
VEHICLES AND PARKING

Section \_\_\_\_. Authorized Vehicles.

- (a) Only operable and registered vehicles may be parked or stored on any part of the Common Elements or Limited Common Elements (e.g., driveways, parking spaces, roads).
- (b) Vehicles with commercial license plates or visible commercial signs are not permitted in the Community. This restriction does not apply to vehicles temporarily on the property for purposes of servicing the property or an individual Unit.
- (c) Campers, vans, trailers, boats, motorbikes, and motorcycles may only be kept within a Unit Owner's fully enclosed garage.

Section \_\_\_\_ . Parking.

- (a) Vehicles may not be parked on roadways, or in such a manner as to block access to driveways, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, dumpsters, or clear two-lane passage by vehicles on roads and drives.
- (b) Vehicles must be parked within the boundaries of a designated parking space or a Unit Owner's permitted driveway. T-bone parking, blocking sidewalks, or obstructing traffic is strictly prohibited.
- (c) Parking spaces designated as "Visitor Parking" are only for the temporary use of non-resident guests of Unit Owners or Residents. Unit Owners or other Residents may not use Visitor Parking spaces for the parking of any vehicle, trailer, camper, boat, or the like.
- (d) Any Resident's vehicle found in a Visitor Parking space is subject to immediate enforcement, including towing at the vehicle owner's expense in accordance with the towing rules.

Section \_\_\_\_ Mandatory Snow Parking Emergency Rule. To facilitate effective and timely snow removal and plowing operations, the following mandatory rules will be enforced:

- (a) The Board of Directors or its designated Agent may declare a "Snow Parking Emergency" when snow accumulation is expected or reaches a specified depth (*e.g.*, 2 inches). Notice of a Snow Parking Emergency will be communicated via email to all Unit Owners.
- (b) During a declared Snow Parking Emergency, all vehicles must be removed from designated Visitor Parking spaces and any area deemed necessary for plowing operations.
- (c) Any vehicle remaining in an area prohibited by the Snow Parking Emergency declaration, including vehicles that are parked in Visitor Parking Spaces, in a manner that may create a hazardous situation, or is parked otherwise in violation of the rules, may be immediately towed without further notice at the vehicle owner's sole expense.

Section : Enforcement and Towing Policy

- (a) Non-compliance with any rule herein or the Association's Declaration may result in the suspension of privileges, the non-consensual towing of the vehicle at the owner's sole expense, and/or the issuance of fines.
- (b) Fines may be levied against the Unit Owner and/or Resident following notice and an opportunity for a hearing, in accordance with the Common Interest Ownership Act and the Association's Bylaws and Declaration.
- (c) For each tow, the Board of Directors or its authorized Agent must sign or electronically sign a written authorization form prescribed by the Commissioner of Motor Vehicles. A towing company can act as an agent on behalf of the Association and remove unauthorized vehicles from the Community if the towing company and the Association sign a written contract for general towing services.
- (d) In accordance with state law, the following violation requires a written notice to be affixed to the vehicle windshield prior to towing:
  - i. **Unregistered Vehicles:** A vehicle may not be towed solely for having an expired registration unless a notice is affixed to the vehicle at least fourteen (14) days prior to the tow.
- (e) Immediate Towing (Exceptions to Notice): Vehicles may be towed immediately (without the 14-day) under the following circumstances:
  - i. **Safety and Access Violations:** Vehicles blocking building access, blocking entry/exit to the property, blocking a fire hydrant (within 10 feet), or parking in a designated fire lane.
  - ii. **Handicapped Zone Violations:** Vehicles parked in spaces reserved for persons with disabilities without a valid placard or plate.
  - iii. **Obstruction of Traffic Aisles:** Any vehicle parked in a vehicular traffic aisle, or in a manner that obstructs the flow of traffic or snow removal equipment during a declared Snow Parking Emergency.
  - iv. **Specific Posted Rule Violations:** Vehicles violating specific parking rules established by the Association (*e.g.*, Residents parking in Visitor Parking).
- (f) The Association shall install and maintain conspicuous signage in accordance with Connecticut General Statutes 14-145 as amended by Public Act No. 25-55:

- i. **General Signage:** Signs shall be installed at all entryways to the residential parking areas and shall: (i) bear the international towing symbol; (ii) be at least twelve (12) inches long by eighteen (18) inches wide with letters at least one (1) inch high; (iii) state that motor vehicles left without authorization may be removed at the owner's expense; (iv) state any costs or fees that may be charged for towing and storage; and (v) provide the name, address and telephone number of the wrecker service performing the tow or, alternatively, a telephone number to locate where the vehicle is stored and how to redeem it.
  - ii. **Restricted Space Signage:** For spaces designated as reserved for specific units, persons, or types of persons (e.g., Visitor Parking), the Association shall post conspicuous signage that prohibits unauthorized vehicles from parking in such spaces. Such signs shall be placed at each entrance to the restricted area or at the end of each such space so that the signage is in front of a motor vehicle parked in such space. Signs for individually reserved spaces shall indicate the unit number, person, or type of person authorized to park in the space.
  - iii. **Specific Parking Rules Signage:** The Association shall post signage that lists the specific parking rules of the facility which, if violated, will result in towing. Towing enforcement for new rules will not commence until such signs have been posted for at least forty-eight (48) hours.
- (g) The owner of any towed vehicle will be solely responsible for all towing, storage, and related fees. The Association assumes no liability for damages incurred during the towing process; owners must address claims regarding damage or validity of the tow directly with the towing service.

ARTICLE  
INSTALLATION OF ELECTRICAL VEHICLE CHARGING STATION

Section \_\_\_\_\_ – Definitions and Guiding Principles

- (a) Resident: “Resident” is defined herein as each unit owner, resident, occupant and tenant of a unit.
- (b) Electrical Vehicle Charging Station (“EVCS”): “Electrical Vehicle Charging Station,” as provided in Section 16-19f(a)(6) of the Connecticut General Statutes, “means an electric component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles by permitting the transfer of electric energy to a battery or other storage device in an electric vehicle.”

Section \_\_\_\_\_ – Resident’s Application to Install an EVCS

- (a) Requirements: When seeking to install an EVCS, a Resident shall comply with the following requirements:
- i. Engage a licensed and insured contractor to install the EVCS, at the Resident's sole cost and expense, and comply with all relevant building codes and safety standards; and
  - ii. Pay for the costs associated with the installation of the EVCS including, without limitation, installation fees, professional fees, and permit fees, if applicable.
  - iii. Any EVCS shall be installed within the garage of the Unit, and there shall be no charging of any vehicle in the community outside of the garage.
- (b) Notice: When seeking to install an EVCS, a Resident shall submit a completed application to the Executive Board (the "Board"). The application shall include the Resident's unit number and contact information and all contractor information, including license and insurance information. The Board may request additional relevant information or documents from the Resident, as appropriate. The Board shall acknowledge, in writing, the receipt of any such completed application not later than thirty (30) days after such receipt and process such application in the same manner as an application for an addition, alteration or improvement pursuant to the Declaration. The approval or denial of such application shall be in writing and shall be issued not later than sixty (60) days after the date of receipt of the fully completed application. If an application is not denied in writing within such sixty-day period, the application shall be deemed approved, unless the Board reasonably requests additional information not later than sixty (60) days from the date of receipt of such application.

Section \_\_\_\_\_ – Resident's Responsibilities: Residents, and each successive Resident, with an installed EVCS, shall be responsible for:

- (a) The costs for damage to the EVCS, common elements or units resulting from the installation, use, maintenance, repair, removal or replacement of the EVCS;
- (b) The costs for the maintenance, repair and replacement of the EVCS until it has been removed by the Resident;
- (c) The costs for the restoration of the physical space where the EVCS was installed after it is removed;
- (d) The costs of electricity associated with the installation and usage of the EVCS;
- (e) The common expenses resulting from uninsured losses pursuant to any master insurance policy held by the Association related to or caused by the EVCS;
- (f) Any other costs associated with the EVCS;

- (g) Making disclosures to prospective buyers (i) regarding the existence of the EVCS, and (ii) that the buyer must accept the EVCS and all requirements thereof as set forth in this Rule, and any amendments thereto, unless the EVCS is removed prior to the sale of the unit; and
- (h) Ensuring that the EVCS is the recommended and appropriate charger for the vehicle.

Section \_\_\_\_\_ – Safety: Residents shall meet all applicable health and safety standards and any and all requirements under any state or federal law or municipal ordinance concerning the installation and usage of an EVCS.

Section \_\_\_\_\_ – Sale of Unit: The Association may require the Resident to remove the EVCS prior to the Resident's sale of the unit, if the buyer of the unit does not agree to take ownership of and responsibility for the EVCS pursuant to this Rule.

Section \_\_\_\_\_ – Penalty for Violations: Failure to comply with these Rules may result in (i) daily fines; and/or (ii) the suspension of usage of the EVCS, until such violation is remedied to Association's satisfaction. In addition, the Association may require the removal of the EVCS, at the cost of the Resident. The levying of any such penalties shall be preceded by the Resident's right to Notice and Hearing, as defined in the Association's Declaration, unless there is an immediate safety hazard.