

BYLAWS  
OF  
THE MEADOWS CONDOMINIUMS OF MIDDLETOWN ASSOCIATION, INC.  
(Public Offering Statement Exhibit B)

ARTICLE I  
Introduction

These are the Bylaws of The Meadows Condominiums of Middletown Association, Inc. Initial capitalized terms are defined in Article I of the Declaration.

ARTICLE II  
Executive Board

Section 2.1 - Number and Qualification; Termination of Declarant Control.

- (a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which, until the termination of the period of Declarant control, shall consist of three (3) persons, and following such date shall consist of three (3) persons, the majority of whom, excepting the Directors appointed by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.
- (b) The terms of at least one-third (1/3) of the Directors shall expire annually, as established in a resolution of the Unit Owners setting terms.
- (c) Section 8.9 of the Declaration shall govern appointment of Directors of the Executive Board during the period of Declarant control.
- (d) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.
- (e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements by be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Connecticut General Statutes;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Connecticut General Statutes, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;

- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-290 of the Connecticut General Statutes or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and Directors of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners, if appointed by the Declarant and ordinary and reasonable care if elected by the Unit Owners

Section 2.4 - Additional Limitations. The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

Section 2.5 - Manager. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Subdivision 2.2(c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present may remove any Director of the Executive Board with or without cause, other than a Director appointed by the Declarant.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, in the following manner:

- (a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such Directors constituting the Executive Board;
- (b) as to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.8 - Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

Section 2.9 - Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board shall be held within the City of Middletown, unless all Directors consent in writing to another location.

Section 2.11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.12 - Quorum of Directors. At all meetings of the

Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.13 - Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.14 - Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

### ARTICLE III Unit Owners

Section 3.1 - Annual Meeting. Annual meetings of Unit Owners shall be held on the first Friday in June. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Section 19.5 and 19.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Special Meetings. Special meetings of Unit Owners may be called by the president, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the votes in the Association.

Section 3.4 - Place of Meetings. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the president.

Section 3.5 - Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Section 19.5 and 19.6 of the Declaration, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the item on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 - Order of Business. The order or business at all meetings of the Unit Owners shall be as follows:

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

Section 3.9 - Voting.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to

cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.
- (c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.
- (d) No votes allocated to a Unit owned by the Association may be cast.

Section 3.10 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 3.11 Majority vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

#### ARTICLE IV Officers

Section 4.1 - Designation. The principal officers of the Association shall be the president, the vice president the secretary and the treasurer, all of whom shall be elected by the

Executive Board. The Executive Board may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two offices may be held by the same person, except the offices of president and vice president and the offices of president and secretary. The office of vice president may be vacant.

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

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

Section 4.4 - President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners and of the Executive Board. He or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

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



applicable.

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

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Section 4.4, 4.6, 4.7 and 4.10 of these Bylaws, all agreements, contract, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 - Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 - Resale Certificate and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Connecticut General Statutes and statements of unpaid assessments in accordance with Subsection 47-258(h) of the Connecticut General Statutes.

The Association may charge a reasonable fee for preparing resale certificates and statement of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V  
Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Executive Board, or breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) 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 (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach

Section 5.2 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25 per day for each day that violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to insure compliance with the rule or order of the Executive Board.

ARTICLE VI  
Indemnification

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Section 33-455 and 33-454 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE VII  
Records

Section 7.1 - Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or

attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3 - Records. The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment come due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (d) The current operating budget adopted pursuant to Section 47-257 of the Connecticut General Statutes and ratified pursuant to the procedures of Section 47-245 of the Connecticut General Statutes.
- (e) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (f) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (g) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (h) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (i) Tax returns for state and Federal income taxation.
- (j) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice.

Section 7.4 - Form Resale Certificate. The Executive Board shall adopt a form resale certificate to satisfy the requirements

of Section 47-270 of the Connecticut General Statutes.

ARTICLE VIII  
Miscellaneous

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

Section 8.2 - Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

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

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

ARTICLE IX  
Amendments to Bylaws

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator(s) of The Meadows Condominiums of Middletown Association, Inc., dated \_\_\_\_\_, 1987.

The Meadows Condominiums of Middletown Association, Inc.

\_\_\_\_\_  
by  
Incorporator

RULES OF  
THE MEADOWS CONDOMINIUMS OF MIDDLETOWN ASSOCIATION, INC.  
(Public Offering Statement Exhibit C)

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

ARTICLE I  
Use of Units Affecting the Common Elements

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, and garages and parking spaces are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number so for sale, pursuant to the Unit Owner's permission.

Section 1.3 - Access by Executive Board and Secured Space. The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situation only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor. At the Unit Owner's option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity with can be locked without such access.

Section 1.4 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of

the Unit Owner from whose Unit it shall have been caused.

Section 1.5 - Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section 1.6 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 1.7 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.8 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.9 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## ARTICLE II Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

Section 2.3 - Storage. Storage of materials in Common Elements or other areas designated by the Executive Board, and including Limited Common Element decks, shall be at the risk of the person storing the materials.

Section 2.4 - Proper Use. Common Elements shall be used on for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Trucks and Commercial Vehicles. Trucks having more than four-wheels and commercial vehicles and recreational vehicle campers are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.6 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind or articles other than holiday decoration on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

### ARTICLE III

#### Actions of Owners and Occupants

Section 3.1 - Annoyance of Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Connecticut, and all ordinances, rules and regulations of the City of Middletown. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animal, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one dog or less than 20 inches in height at the shoulder at maturity and of gentle disposition, no more than two cats, or other household pets, approved and licensed by the Executive Board or the manager

as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days' Notice and Hearing from the Executive Board. In no event shall any dogs be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall promptly clean up and properly dispose of pet waste. The owner further shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6 - Lint Filter on Dryers; Grease Screen on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

#### ARTICLE IV Insurance

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

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident



affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

#### ARTICLE V Rubbish Removal

Section 5.1 - Deposit of Rubbish. Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

#### ARTICLE VI Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 6.2 - Registration. All vehicles of employees, agents, Unit Owners, and occupants regularly using the premises must be registered with the manager and all guest vehicles parking for more than 24 hours must also register with the manager. Construction and management vehicles are exempt from this procedure.

Section 6.3 - Registration Application. The manager will maintain a register of all vehicles and may issue parking stickers to such vehicles. The manager will give notice to all registered vehicles that vehicles parking in "no parking" areas, fire lanes, on the pavement or blocking access, or otherwise improperly parked may be towed at the owner's expense.

Section 6.4 - Guest Parking. Vehicles parked on the property for more than 24 hours without registering with the manager will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges of vehicles displaying such passes, as a Common Expense assessment, which will be levied following Notice and Hearing.

Section 6.5 - Limitations on Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 6.6 - Guest Parking Limits. Except where special

arrangements are made, vehicles displaying guest passes are limited to three day's parking.

Section 6.7 - Speed Limit. The speed limit in the common interest community is 15 miles per hour.

Section 6.8 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the Property.

Section 6.9 - No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, carports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$10.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.10 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading, following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carrying a sign advertising a business; trucks, vans and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in actual repair, construction or maintenance of the Property will not be so restricted during such use.

## ARTICLE VII Rights of Declarant

The Declarant may make such use of the unsold Unit and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with

buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

#### ARTICLE VIII General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

#### ARTICLE IX General Recreation Rules

Section 9.1 - Limited to Occupants and Guests. Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Section 9.3 - Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after publication in the newsletter.

Section 9.4 - Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.5 - Ejectment for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

Section 9.6 - Proper Use. Recreational facilities will be

used for the purpose for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

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

Corinne A. McGovern  
Secretary, Corche A. McGovern