

# **DECLARATION OF RIVENDELL**

## **ARTICLE I SUBMISSION OF PROPERTY**

The purpose of this declaration is to submit the property including the improvements constructed or to be constructed thereon located in the City of Shelton, County of Fairfield, and State of Connecticut, as more particularly described on Exhibit A-1, to the terms and conditions of the Common Interest Ownership Act (Public Act 83-474 as amended by Public Act 84-472) of the Connecticut General Statutes as it may be from time to time amended, for the specific purpose of creating and establishing a Common Interest Community known as Rivendell. Reference is made to Exhibit A-1 through A-5 appended hereto.

## **ARTICLE II DEFINITIONS**

The following terms shall have the meanings herein ascribed to them whenever used in the Declaration, Bylaws, and Rules of the Common Interest Community:

- 1) “Act” means the Common Interest Ownership Act (Public Act 83-474 as amended by Public Act 84-472) of the Connecticut General Statutes as the same may be amended from time to time.
- 2) “Allocated interests” means the undivided interest in the common elements, the common expense liability, and votes in the association.
- 3) “Association” or “unit owners’ association” means the unit owners’ association organized under section 44 of the Act – Rivendell Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut.
- 4) “Common elements” means all portions of Rivendell other than the units.
- 5) “Common expenses” means expenditures made by, or financial liabilities of, the association, together with any allocation to reserves.
- 6) “Common expense liability” means the liability for common expenses allocated to each unit pursuant to section 27 of the Act.
- 7) “Common Interest community” means Rivendell.
- 8) “Dealer” means a person who owns either six or more units, or fifty per cent or more of all the units, in Rivendell.
- 9) “Declaration” means this document and its exhibits and attachments, as amended.
- 10) “Dispose” or “disposition” means a voluntary transfer to a purchaser of any legal or equitable interest in a unit, but the term does not include the transfer or release of a security interest.

- 11) “Executive board” means the body designated in the Declaration and Bylaws to act on behalf of the Association.
- 12) “Identifying number” means a symbol or address that identifies only one unit in a common interest community.
- 13) “Instruments” means the Declaration, Bylaws, and Rules of Rivendell, as amended.
- 14) “Limited common element” means a portion of the common elements allocated by the declaration or by operation of subsection (2) or (4) of section 22 of the Act for the exclusive use of one or more but fewer than all of the units.
- 15) “Person” means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, other legal or commercial entity.
- 16) “Purchaser” means a person, other than a dealer, who by means of a voluntary transfer acquires a legal or equitable interest in a unit other than (A) a leasehold interest, including renewal options, of less than twenty years, or (B) as security for an obligation.
- 17) “Real property” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. “Real property” includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.
- 18) “Residential purposes” means use for dwelling or recreational purposes, or both.
- 19) “Security interest” means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.
- 20) “Unit” means a physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described in this Declaration and the Act.
- 21) “Unit owner” means a person who owns a unit, but does not include a person having an interest in a unit solely as security for an obligation.

ARTICLE III  
NAME AND TYPE OF COMMON INTEREST  
COMMUNITY AND ASSOCIATION

Section 3.1 Common Interest Community. The name of the common interest community hereby declared is Rivendell.

Section 3.2 Association. The name of the association is Rivendell Association, Inc.

Section 3.3 Type of Common Interest Community. The common interest community being declared is a Condominium.

ARTICLE IV  
DESCRIPTION OF LAND

The land which is hereby submitted to the condominium form of ownership consists of 23.9 acres more or less, located on Waterview Drive and South Constitution Boulevard, Shelton, Connecticut and is more particularly described on Exhibit A-1 attached hereto and made a part hereof. The entire common interest community is located in the City of Shelton, Connecticut.

ARTICLE V  
MAXIMUM NUMBER OF UNITS; BOUNDARIES

Section 5.1 Number of Units. The Common interest community contains 126 units and is fully expanded.

Section 5.2 Boundaries. Boundaries of each Unit created by the Declaration are shown on the Survey and Plans as numbered Units with their identifying number and are described as follows:

- (a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the uppermost ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.
- (b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the lowest floor elevation extended to an intersection with the vertical perimeter boundaries.
- (c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

- (d) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Section 5.2 (a), (b), and (c), above, and shall also include the space and the Improvements within such spaces containing any space heating, water heating and air conditioning apparatus and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.
- (e) Exclusions: Except when specifically included by other provisions of Section 5.2, the following are excluded from each Unit: The spaces and Improvements lying outside the boundaries described in Section 5.2 (a), (b), and (c), above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements.
- (f) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition shall control.

## ARTICLE VI LIMITED COMMON ELEMENTS

Section 6.1 Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and all exterior doors and windows or other fixtures designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) All garages, whether attached or detached, are Limited Common Elements allocated exclusively to the Unit to which it pertains as shown on the plans and all parking spaces directly abutting and in front of the entrance to any limited common garage is a limited common element allocated exclusively to the Unit to which said garage is allocated.
- (d) Any space heating, water heating, air conditioning apparatus, electrical switches, television, telephone and electrical receptacles, light switches, either located within or without the boundaries of the Unit and serving one Unit exclusively are limited common elements allocated exclusively to that Unit and their use is limited to that Unit.

Section 6.2 Expenses Allocated to Limited Common Elements. All expenses associated with the maintenance, repair, and replacement of Limited Common Elements shall be borne by the Unit or Units to which the Limited Common Element pertains, except as follows:

- (a) In the event that a balcony, porch, deck, or patio should require total replacement as the result of casualty loss or structural defect, the cost of such replacement shall be a common expense of all Unit Owners, except as otherwise provided in Section 22.2(e).
- (b) Expenses associated with the maintenance or repair of any parking spaces which are allocated at any time as Limited Common Elements (other than those which are located within a garage) shall be a common expense of all Unit Owners, except as otherwise provided in Section 22.2(e).
- (c) Each Unit Owner shall be responsible for removing snow, ice, leaves and debris from all stoops, porches, decks, balconies and patios which are Limited Common Elements pertaining to such Unit.
- (d) The Association shall maintain, repair, and replace all exterior shutters.

Section 6.3 Subsequently Allocated Limited Common Elements. That portion of the Common Elements shown as parking spaces on a Survey and/or Plan, if any, which have not been allocated as Limited Common Elements as shown on the Plans may be subsequently allocated as Limited Common Elements in accordance with this Declaration.

## ARTICLE VII

### MAINTENANCE, REPAIR, AND REPLACEMENT

#### Section 7.1 – Common Elements.

- (a) The Association shall maintain, repair, and replace all of the Common Elements upon which it is required to carry property insurance, except to the extent that doing so is impossible or impracticable, and except those portions of the Common Elements that are required by this Declaration to be maintained, repaired, or replaced by the Unit Owners.
- (b) The Association shall have no responsibility to maintain, repair, and replace under this Section or otherwise under this Declaration until a reasonable time after becoming actually aware of the need to do so.

#### Section 7.2 – Units.

Each Unit Owner shall maintain, repair, and replace, at the expense of the Unit Owner, all portions of the Unit, except the portions thereof to be maintained, repaired, or replaced by the Association. By Rule, the Association may adopt additional standards concerning maintenance, repair, and replacement of Units for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Units or the Common Elements.

Section 7.3 – Access.

(a) Access by Association.

- (i) Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of carrying out the Association's powers and duties including, but not limited to:
  - (A) Performing inspections;
  - (B) Adjusting insurance claims;
  - (C) Maintaining, repairing, and replacing the Common Elements and portions of the Units for which the Association is responsible;
  - (D) Restoring portions of the Units and the Common Elements that have been Damaged or Destroyed;
  - (E) Making additions, alterations, and improvements to the Common Elements;
  - (F) Exterminating insects and vermin; and
  - (G) Correcting any condition threatening a Unit or the Common Elements.
- (ii) Requests for entry to a Unit shall be made in advance and any such entry shall be made at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. In case of an emergency, no such request or notice shall be required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.
- (iii) If a Unit is damaged as a result of access obtained under this Subsection, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 17.2 of this Declaration.

(b) Access by Unit Owners.

- (i) A Unit Owner or a qualified contractor or professional engaged by the Unit Owner shall have the right of access to all portions of the Property for the purpose of carrying out the Unit Owner's powers and duties to maintain, repair, or replace the Unit and the portions of the Common Elements for which the Unit Owner is responsible including, but not limited to:
  - (A) Performing inspections;
  - (B) Maintaining, repairing, and replacing the Unit and portions of the Common Elements for which the Unit Owner is responsible; and
  - (C) Making additions, alterations, and improvements to the Unit and, when permitted, to the Common Elements.
- (ii) Requests for entry to a Unit shall be made in advance and any such entry shall be made at a time reasonably convenient to any affected Unit Owner or the Association, as the case may be, consistent with the availability of contractors and others employed or engaged by the Unit Owner making the request. In case of an emergency, immediate access to other Units may be arranged through the Association, whether or not the Owner of the other Unit is present at the time.
- (iii) If a Unit or the Common Elements are damaged as a result of access obtained under this Subsection, the Unit Owner obtaining access will be responsible for the prompt repair of the Unit or Common Elements as the case may be.

Section 7.4 – Liability. A Unit Owner is not liable, solely by reason of being a Unit Owner, for injury or damage arising out of the condition or use of the Common Elements or any contract of the Association. An action alleging a wrong done by the Association, including an action arising out of the condition or use of the Common Elements or breach of any contract by the Association, may be maintained only against the Association and not against any Unit Owner.

Section 7.5 – Conduct of Maintenance, Repair, and Replacement by the Association.

The Association, acting at the direction of the Executive Board, and not the Unit Owner or occupant of any affected Unit, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to maintain, repair, and replace portions of the Property for which funds of the Association or the proceeds of any Association insurance policy are used, devoted, or claimed.

Section 7.6 – Work Done by or at the Direction of Unit Owners or Tenants of Units.

Any work done to any portion of the Property by any Unit Owner or tenant of a Unit or by any Person hired by or working at the direction of any Unit Owner or tenant of a Unit, whether compensated or not, shall be subject to the requirements set out below. These requirements shall be in addition to any requirements created by or pursuant to other portions of the Community Documents or by applicable law.

- (a) Any Person performing work for which a license or registration is required, must hold the appropriate license or registration.
- (b) If a permit is required from any department or governmental authority for the work, the permit must be obtained at the expense of the Unit Owner or tenant of the Unit before the work is commenced.
  - (i) Any applications for such permit shall be executed by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or material supplier on account of any addition, alteration, or improvement or to any Person having any claim for injury to Person or damage to property arising there from.
  - (ii) Copies of all permits, as well as inspection reports, orders, and certificates of occupancy or completion issues in relation to the permit shall be furnished to the Association.
- (c) Any Person performing work, who is required to carry workers' compensation insurance by the State of Connecticut, shall maintain such insurance.
- (d) Any Person performing work, except for Unit Owners and tenants of Units and members of their respective households, shall maintain liability insurance in an amount of not less than one million (\$1,000,000.00) dollars for bodily injury or for property damage for any single occurrence.
- (e) The Executive Board may adopt other reasonable requirements for the performance of such work by Rule.

#### Section 7.6 – Interpretation.

In applying or interpreting the maintenance, repair, and replacement obligations in this Article, the following principles shall be used where the boundary definitions in Article V do not otherwise provide a clear answer:

- (a) The Association shall maintain, repair and replace all portions of the Property that are visible from the outside of a Unit or which support the building in which a Unit is located, except as otherwise provided in Article VI.



- (b) The Unit Owner shall maintain, repair and replace all portions of the Property that are visible from the interior of the Unit, or which are for the Unit's exclusive use, or which can be altered or redecorated from within the Unit's interior or upon its Limited Common Elements without changing the structure of the building in which the Unit is located.
- (c) The Association or Unit Owner shall also respectively maintain, repair and replace all hardware and supports necessary to operate any element, to permit it to move or function, or to keep it in place, as well as all portions of an element or boundary of an element which are both physically essential to and made of the same material as that element, as they are so obligated with respect to that portion of the Property itself.
- (d) Common Expenses arising from the Association's maintenance, repair, and replacement obligations in this Article may be allocated to one or more Unit Owners as provided in Section 22.2 or as otherwise provided in this Declaration or the Act.

#### ARTICLE VIII DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

All Development Rights and Special Declarant Rights, as those terms are defined in the Act, have terminated.

#### ARTICLE IX ALLOCATED INTERESTS

Section 9.1 Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Exhibit A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to, subdivided within, or converted to Common Elements within the Common Interest Community.

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

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted except for those Units (i.e. Avery and Wyeth type) which include finished family rooms in the basement level, for which Units the area containing such finished family rooms has been included in the floor area of the Unit for the purposes of this calculation.

- (b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XXII of this Declaration.
- (c) Vote. Each Unit in the Common Interest Community shall have one equal Vote.

## ARTICLE X RESTRICTIONS ON USE, ALIENATION OR OCCUPANCY

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

- (a) Each Unit is restricted to residential use as a single family residence and for no other purpose except and provided approval is obtained in writing from the Executive Board. Uses permitted by residents of single family residences under local zoning ordinances may be allowed, provided the same complies with all required local zoning regulations and no signs, regular visits from the public, or excessive noise, mail, or trash shall result from such use. A single family residence is defined as a single housekeeping Unit, operating on a non-profit, non-commercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom.
- (b) Garages and carports, if any, are restricted to use by the Units to which such garage or carport is a Limited Common Element, as storage and as a parking space for vehicles, (specifically excluding, however, trucks, commercial vehicles and campers).
- (c) The use of Units and Limited Common Elements is subject to the By-Laws and the Rules of the Association.
- (d) For any period during which any common expenses assessment remains unpaid or after notice and hearing for any period not to exceed thirty (30) days infraction of its published rules or during any period in which said infraction of its published rules or during any period in which said infraction continues, the Executive Board may suspend the right to use common elements not necessary to give access to a public street.
- (e) No animals may be bred or kept anywhere in the Common Interest Community except that two dogs, two cats, or one of each per Unit is permitted subject to such rules as the Executive Board may adopt.

Section 10.2 Restrictions on Alienation. (a) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes. (b) No Unit may be leased, rented, or otherwise conferred for possession by a nonowner (other than the

owner's immediate family member) in exchange for the payment of rent or other value (hereinafter referred to as "leased"), unless all of the following conditions are satisfied: (1) doing so would not result in more than 15 of the Units in the Condominium being leased; (2) the entire Unit, as opposed to a single room or other portion of the Unit, is leased; (3) the lease agreement is in writing and specifies a term of no less than six months; and (4) a copy of the lease and any additional documents and information related to the lease or parties required by the Board of Directors are submitted to the Board before the lease commences and also at any time requested during the lease term. The Unit Owner shall assign to the occupants, and cannot exercise, all rights to use the Condominium's recreational facilities during the lease term. The Unit Owner is liable for all violations committed by and fines imposed against tenants and their guests. Any purported conveyance, lease, or other transaction or provision contained in any agreement therefor which contradicts the Declaration, Bylaws, or Rules is prohibited and shall be deemed void. No owner may advertise or propose a Unit for lease in any manner which, if so leased, would violate any provision of this subsection. The Association may enforce any rights against any tenant, renter, or occupant of a Unit for violation of the lease agreement, Act, Declaration, Bylaws, or Rules which the Unit Owner as landlord could lawfully have exercised, including but not limited to eviction.

Section 10.3 Sale Condemnation or Casualty Loss. There are no limitations upon the amount for which a Unit may be sold or the amount that may be received on sale condemnation or casualty loss to the Unit or to the Common Interest Community or on termination of the Common Interest Community, other than as set forth under Public Act 83-474 or other relevant statutes of the State of Connecticut.

## ARTICLE XI EASEMENTS, LICENSES

All easements or licenses to which the Common Interest Community is subject are listed on Exhibit A-1 to the Declaration.

## ARTICLE XII LEASES

There are no leases that the expiration or termination of which will terminate the Common Interest Community or reduce its size.

## ARTICLE XIII REALLOCATION AND ALLOCATION OF LIMITED COMMON ELEMENTS

Section 13.1 Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey and/or Plans may be reallocated among Unit Owners.

Section 13.2 Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VII of the Declaration. The allocations shall be made by amendments to the Declaration.

ARTICLE XIV  
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 14.1 Additions, Alterations and Improvements by Unit Owners.

- (a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board. The Executive Board shall answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request, but its failure to do so shall constitute a denial without prejudice to renewal. The Executive Board shall review requests in accordance with the provisions of its rules.
- (b) Subject to Section 14.1(a), a Unit Owner:
  - (1) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical system or lessen the support of any portion of the Common Interest Community;
  - (2) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association;
  - (3) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

ARTICLE XV  
RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

Section 15.1 Application and Amendment. Subject to approval of any structural changes pursuant to Article XIV and proof of the obtaining of all necessary governmental permits and approvals including approval from the Planning and Zoning Commission of the City of Shelton and any applicable building permits required, the boundaries between adjoining units may be relocated by an amendment to the Declaration on application to the Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their Units of their allocated interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

The Association shall not consent to any such reallocation unless the owners of the respective Units shall provide written acceptance of the proposed allocation from the holders of all mortgages on their respective Units.

Section 15.2 Recording Amendments. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and its recording.

## ARTICLE XVI SUBDIVISION OF UNITS

No subdivision of any Unit within the Common Interest Community shall be allowed.

## ARTICLE XVII PHYSICAL BOUNDARIES

The existing physical boundaries of the Unit or the physical boundaries of the Unit reconstructed in substantial accordance with the description contained in the Declaration are its legal boundaries, rather than the boundaries derived from the description contained in the Declaration, regardless of vertical or lateral movement of the building or minor variance between those boundaries and the boundaries derived from the description contained in the Declaration.

Notwithstanding the foregoing, a Unit Owner is not relieved of liability in case of his wilfull misconduct, nor is the Unit Owner or any other person relieved of liability for failure to adhere to any Surveys and Plans.

## ARTICLE XVIII AMENDMENTS TO DECLARATION

Section 18.1 General. Except in the manner as otherwise provided in this Declaration and except as prohibited below, the Declaration including the Surveys and Plans may be amended only by vote or agreement of Unit Owners of Units to which at least sixty seven percent (67%) of the Votes in the Association are allocated.

Section 18.2 Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.

Section 18.3 Recordation of Amendments. Every amendment to the Declaration shall be recorded in the City of Shelton and is effective only on recordation. An amendment except an amendment pursuant to Article XV of this Declaration shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 18.4 When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may

increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 18.5 Execution of Amendments. Amendments to the Declaration required by this Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 18.6 Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article XXI.

## ARTICLE XIX AMENDMENTS TO BY-LAWS

The By-Laws may be amended only by Vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Consent to all Unit Owners, at any meeting duly called for such purposes.

## ARTICLE XX TERMINATION

Termination of the Common Interest Community may be accomplished only in accordance with the Act.

## ARTICLE XXI MORTGAGEE PROTECTION

Section 21.1 Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 21.2. This Article is supplemental to, and not in substitution for, any other provisions of the Common Interest Community, but in the case of conflict, this Article shall control.

Section 21.2 Definitions. As used in this Article, the following terms are defined.

- (a) Eligible Mortgagee: The holder of a first Security Interest of a Unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.
- (b) Eligible Insurer: An insurer or guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in this Article.
- (c) Percentage of Eligible Mortgagees: Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required it shall mean

the approval or consent by Eligible Mortgagees holding mortgages on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 21.3 Notice of Action. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of 60 days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 21.4.

Section 21.4 Prior Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Declaration, including an amendment to the Survey and/or Plans may be adopted until approved by at least two-thirds (2/3) of the Eligible Mortgagees. Material includes, but is not limited to, any provision affecting:
  - (1) Assessments, assessment liens or subordination of assessment liens;
  - (2) Voting rights;
  - (3) Reserves for maintenance, repair and replacement of Common Elements;
  - (4) Responsibility for maintenance and repairs;
  - (5) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between the Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);
  - (6) Rights to use Common Elements and Limited Common Elements;

- (7) Boundaries of Units (except that when boundaries of only adjoining units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
  - (8) Convertibility of Units into Common Elements or Common Elements into Units;
  - (9) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
  - (10) Insurance or fidelity bonds;
  - (11) Leasing of Units;
  - (12) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - (13) Establishment of self-management when professional management had been required previously by an Eligible Mortgagee of a Unit;
  - (14) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
  - (15) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
  - (16) The benefits of mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagees:
- (1) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a transfer within the meaning of this clause);
  - (2) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
  - (3) The restoration or repair of the Property after a hazard damage or partial condemnation in a manner other than that specified in the Instruments;



- (4) Termination of the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
  - (5) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
  - (6) The merger of this Common Interest Community with any other Common Interest Community;
  - (7) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year;
  - (8) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
  - (9) Any action taken not to repair or replace the Property.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 21.5 Inspection of Books. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 21.6 Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 21.7 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, in law, or in equity.

Section 21.8 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## ARTICLE XXII ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 22.1 Apportionment of Common Expenses. Except as provided in Section 22.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit A-2.

Section 22.2 Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements shall be assessed in accordance with Article VI, Section 6.2.
- (b) Any expense or portion thereof benefiting fewer than all of the units or their owners shall be assessed exclusively against the units benefited or in any other manner the Board of Directors may direct. For purposes of this subsection, “benefit” shall include any act which restores or enhances a unit’s physical condition or market value, or which defrays or reimburses any cost otherwise payable by a unit’s owner, or which the Board otherwise deems appropriate including in response to acts, omissions, or events either within or beyond the unit owner’s control.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit or the act or omissions of its owners or occupants shall be assessed against that Unit.
- (d) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the willful misconduct, failure to comply with a written maintenance standard or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner’s unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.
- (g) Any expense incurred by the Association for the maintenance, repair, or replacement of a Unit to correct a condition threatening another Unit or the Common Elements or which violates the Declaration, Bylaws, Rules, or the Act shall be assessed against that Unit following Notice and Hearing to the Unit Owner.
- (h) Any expense whether for maintenance, repair, replacement, loss, damage, injury, or otherwise incurred by the Association in connection with an addition, alteration, or improvement by a Unit’s then-Owner or any previous Owner for which permission of the Board of Directors was or should have been applied for under the Declaration, Bylaws, Rules, or the Act, or which was installed in violation of any state or municipal law or regulation, at the time of its installation

and for the duration of its existence, shall be assessed exclusively against the Unit.

- (i) The Association may, from time to time, provide services to individual Units, Unit Owners, or their occupants at the request or authorization of the Unit Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Units pursuant to a policy or resolution adopted by the Executive Board, the Common Expenses for such services shall be assessed against the Unit to which the service was provided or to the Owner or occupant to whom the service was provided.
- (j) Each Unit Owner shall promptly reimburse the expense associated with all damage and related losses to any other Unit and personal possessions which arise from any act, omission, or fault of such Unit Owner or his family, tenant, guest, contractor, or other Person he allows onto the Property. If the Unit Owner fails to do so, the Executive Board may, in its sole discretion and after Notice and Opportunity to be Heard, assess such expense as a Common Expense against such Unit Owner and conduct such repair or replacement as provided under Section 25.13. Nothing in this Subsection makes the Association or Executive Board a guarantor against loss, and neither does it obligate the Association or Executive Board to take any action either against or for the benefit of any Person or Unit.
- (k) 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.

Section 22.3 Lien. The Association has a statutory lien on a Unit for any common charges or other assessment levied against that Unit or fines imposed against its Unit Owner, occupants, and guests as well as all late charges, fees, interest, attorney's fees, and expenses related thereto to the fullest extent provided in the Act.

Section 22.4 Budget Adoption and Ratification. Within thirty days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than ten nor more than sixty days after sending of the summary. Unless at that meeting a majority of Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 22.5 Ratification of Special Assessments. If the Executive Board votes to levy a special assessment in an amount greater than ten (10%) of the current annual operating budget, the Executive Board shall submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 22.4.

Section 22.6 Certification of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 22.7 Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 22.1 and 22.2 shall be due and payable monthly.

Section 22.8 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any common expense assessment levied against his/her Unit, the Executive Board shall have the right after notice and hearing to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 22.9 The cost of repair or replacement of any portion of the Common Interest Community in excess of insurance proceeds, resulting from any deductible exclusion, policy limitation, or otherwise, shall be allocated as follows:

(a) If the repair or replacement is entirely to the Common Elements, the excess shall be a common expense assessed against all Units except as otherwise provided in Section 22.2(e).

(b) If the repair or replacement is entirely to a single Unit, the excess shall be assessed against the affected Unit only.

(c) If the repair or replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and the Common Elements, as the case may be, in the same proportion as the total cost of such repair or replacement to each of the affected Units and Common Elements bears to the total cost of such repair or replacement to all of the affected Units and Common Elements. The portion of the excess allocated to an affected Unit under this subsection shall be assessed against that Unit. The portion of the excess allocated to the Common Elements shall be assessed against all Units except as otherwise provided in Section 22.2(e).

(d) In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage or engaged by the Association. Any calculation made by the Association and based on such bills, reports or estimates shall be conclusive on the Association and the affected Unit Owners. Personal Liability of Unit Owners. The owner of the Unit at the time of common expense assessment apportioned thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he/she agrees to assume the obligation. This section shall not affect the Association's lien against the Unit pursuant to Section 22.3.

Section 22.10 Surplus. Unless otherwise provided in the Executive Board resolution adopting a budget or special assessment, any surplus funds remaining from a budget at the end of a fiscal year, or from a special assessment after the completion of the undertaking or undertakings for which the assessment was adopted, shall be added to the general reserves of the Association.

### ARTICLE XXIII RIGHT TO ASSIGN FUTURE INCOME

Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense assessments.

### ARTICLE XXIV PERSONS AND UNITS SUBJECT TO DECLARATION

Section 24.1 Compliance with Declaration. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Declaration. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Declaration are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 24.2 Adoption of Rules. The Executive Board may adopt Rules regarding the use, appearance, and occupancy of Units, Common Elements, and Limited Common Elements and the conduct of persons and the activities of occupants, subject to Notice and Comment.

### ARTICLE XXV INSURANCE

Section 25.1 Maintaining Insurance. The Association shall obtain and maintain insurance as required by the Act and the Declaration to the extent reasonably available.

Section 25.2 Physical Damage. The Association shall maintain Property insurance on the Project Facilities (which term means all buildings on the property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element and such personal property of Unit Owners as is normally insured under building coverage) insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the current replacement value, if required by Eligible Mortgagee, and in any event, not less than the higher of eighty (80%) percent of the actual cash value of the insured property on an amount sufficient to avoid coinsurance under any applicable insurance policy, at the time the insurance is purchased and at each renewal items normally excluded from property policies. The insurance maintained under this Section, to the extent reasonably available, shall include the Units, but need not include improvements and betterments installed by Unit Owners upon compliance with such procedures as are provided by the Act for exempting the same from such coverage. The Association shall maintain insurance in an amount equal to the actual cash value of personal property. Prior to obtaining any insurance on Common Elements under this

Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common Elements or obtain an agreed amount endorsement.

Section 25.3 Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Section 25.4 Other Provisions. Insurance policies carried pursuant to Sections 25.2 and 25.3 shall provide that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (b) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;
- (c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (e) Any loss shall be adjusted with the Association.

Section 25.5 Insurance Not Reasonably Available. If the insurance described in Sections 25.2 and 25.3 is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

Section 25.6 Payment of Insurance Proceeds. Any loss covered by the property policy under Section 25.2 shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security Interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article XXVI, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 25.7 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 25.8 Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 25.9 Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available covering all of the Directors and Officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 25.10 Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they received compensation for their services, the bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the bond is in force, and in no event less than the sum of three months assessment plus reserve funds. The bond shall include the provision that calls for thirty (30) days written notice to the Association to each holder of a security interest in the Unit and to each servicer that services a FNMA owned or FHLMC owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason.

Section 25.11 Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

Section 25.12 Insurance Certificates. An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

## ARTICLE XXVI DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 26.1 Duty to Repair or Restore. Any portion of the Common Interest Community for which insurance is required under Article XXV which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (A) the Common Interest Community is terminated, in which case Section 38 of the Act applies, (B) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (C) eighty percent of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 26.2 Distribution of Insurance Proceeds. If the entire Common Interest Community is not repaired or replaced, (A) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and (B) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to the Units and Limited Common

Elements that are not rebuilt shall be distributed to the owners of those Units and owners of the Unit to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

Section 26.3 Determination Not to Repair or Restore. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of Section 78 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 26.4 Certificates by the Executive Board. A trustee, if one is appointed under the provisions of Section 25.6, may rely on the following certifications in writing made by the Executive Board: (a) Whether or not damaged or destroyed portions of the Common Interest Community are to be repaired or restored; (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 26.5 Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the City of Shelton from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

## ARTICLE XXVII RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 27.1 Right to Notice and Comment. Before the Executive Board amends the By-Laws or the Rules, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail or electronic mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken, except that notice shall be given not less than ten (10) days before the Executive Board adopts, amends, or repeals any Rule along with a copy thereof.

Section 27.2 Right to Notice and Hearing. Whenever the Declaration requires that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly



resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 27.3 Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## ARTICLE XXVIII OPEN MEETINGS

Section 28.1 Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 28.2 Notice. Notice of every such meeting shall be given in accordance with the Bylaws, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 28.3 Executive Sessions. Meetings of the Executive Board may be held in executive session, without the requirement that they be open to Unit Owners only during a regular or special meeting of the Executive Board. No final vote or action may be taken during an executive session. An executive session may be held only to: (A) consult with the Association's attorney concerning legal matters; (B) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (C) discuss labor or personnel matters; (D) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or (E) prevent public knowledge of the matter to be discussed if the Executive Board determines that public knowledge would violate the privacy of any person.

Section 28.4 Remote Participation. In the discretion of the Executive Board, any meeting of the Board, the Unit Owners, or a committee, or individual participation and voting in any such meeting, may be conducted by means of telephonic, video, or similar conferencing process consistent with the Act, and doing so shall constitute its in-person equivalent for all purposes.

## ARTICLE XXIX EXECUTIVE BOARD LIMITATIONS

The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Executive Board members.

ARTICLE XXX  
MISCELLANEOUS

Section 30.1 Captions. The captions contained in the Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration nor the intent of any provision thereof.

Section 30.2 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Declaration so requires.

Section 30.3 Waiver. No provision contained in the Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 30.4 Invalidity. The invalidity of any provisions of the Declaration does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Declaration shall continue in full force and effect.

Section 30.5 Conflict. The Declaration is intended to comply with the requirements of the Act and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Declaration and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other instrument, this Declaration shall control.

Section 30.6 Execution of Documents. The president or secretary of the Association are responsible for preparing, executing, filing and recording amendments to the Declaration, including amendments to the Surveys and Plans.

## EXHIBIT A-1

Said premises are subject to taxes on the List of October 1, 1987 and any interim tax bill to be assessed upon the issuance of a Certificate of Occupancy for each unit and any taxes resulting from reassessment or reallocation upon the declaration of the common interest community, which taxes the grantee assumes and agrees to pay as part of the consideration for this deed.

Said premises are subject to building lines, if established, all laws, ordinances, or governmental regulations, including building and zoning ordinances affecting said premises.

Said premises are subject to Utility Easement, Sanitary Sewer Easement, 100' Buffer Zone along Coram Road, Setback Lines, Easement for temporary turnaround which automatically terminates upon extension of Street, as shown on map entitled "Map I, Subdivision of Shelton Heights, Shelton, CT, Sheets 2 and 3 of 4" dated May 15, 1985, and prepared by K.M. Engineering, Inc., Engineers, Planners, Surveyors, and filed in the Shelton Land Records in Volume 34, Map No. 2145, as modified as shown on map entitled "Adjustment to Street Lines Vicinity of Lot 14, S.H.J.V." dated October 9, 1986, prepared by K.M. Engineering, Inc., Engineers, Planners, Surveyors, and as reserved in deed from Shelton Heights Joint Venture to Shelton Limited Partnership No. 1, dated January 29, 1987, and recorded on January 30, 1987, at 12:20 P.M. in the Shelton Land Records.

Said premises are subject to a utility easement in favor of the United Illuminating company and the Southern New England Telephone Company dated May 12, 1986, and recorded in Volume 657 at Page 262 of the Shelton Land Records.

Said premises are subject to a 15 foot sanitary sewer easement in favor of the City of Shelton as of record appears. (Affects appurtenant roadway easement only.)

Said premises are subject to a 30 foot easement for a gas transmission pipeline in favor of Tennessee Gas as of record appears. (Affects appurtenant roadway easement only.)

Said premises are subject to rights of adjoining owners to use the roadway for ingress and egress and for utilities that may exist. (Affects appurtenant roadway easement only.)

Said premises are subject to the terms, conditions and provisions of the Declaration of Rivendell, a Common Interest Community, recorded in Volume 867 at Page 165 of the Shelton Land Records.

Said premises are subject to a utility easement in favor of the United Illuminating Company and the Southern New England Telephone Company, dated February 16, 1988, and recorded February 26, 1988, and recorded in Volume 818 at Page 51 of the Shelton Land Records.

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
1	Rockwell	1	1
2	Audubon	1	1
3	Winslow	1	1
4	Audubon	1	1
5	Winslow	1	1
6	Audubon	1	1
7	Winslow	1	1
8	Marin	1	1
9	Rockwell	3	1
10	Audubon	3	1
11	Winslow	3	1
12	Audubon	3	1
13	Winslow	3	1
14	Audubon	3	1
15	Winslow	3	1
16	Marin	3	1

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
17	Wyeth	2	1
18	Hartley	2	1
19	Hartley	2	1
20	Hartley	2	1
21	Avery	2	1
22	Marin	4	1
23	Audubon	4	1
24	Winslow	4	1
25	Audubon	4	1
26	Winslow	4	1
27	Audubon	4	1
28	Winslow	4	1
29	Rockwell	4	1

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
30	Marin	5	1
31	Audubon	5	1
32	Winslow	5	1
33	Audubon	5	1
34	Winslow	5	1
35	Audubon	5	1
36	Winslow	5	1
37	Rockwell	5	1
38	Rockwell	6	1
39	Audubon	6	1
40	Winslow	6	1
41	Audubon	6	1
42	Winslow	6	1
43	Audubon	6	1
44	Winslow	6	1
45	Marin	6	1

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
46	Wyeth	7	1
47	Hartley	7	1
48	Hartley	7	1
49	Hartley	7	1
50	Avery	7	1
51	Avery	8	1
52	Hartley	8	1
53	Hartley	8	1
54	Hartley	8	1
55	Wyeth	8	1
56	Marin	9	1
57	Audubon	9	1
58	Winslow	9	1
59	Audubon	9	1
60	Winslow	9	1
61-62	Kimberly	9	1
63	Rockwell	9	1

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
64	Marin	10	1
65-66	Kimberly	10	1
67	Audubon	10	1
68	Winslow	10	1
69	Audubon	10	1
70	Winslow	10	1
71	Rockwell	10	1
72	Rockwell	11	1
73-74	Kimberly	11	1
75	Audubon	11	1
76	Winslow	11	1
77	Audubon	11	1
78	Winslow	11	1
79	Marin	11	1



**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
80	Rockwell	12	1
81-82	Kimberly	12	1
83-84	Kimberly	12	1
85-86	Kimberly	12	1
87	Marin	12	1
88	Rockwell	13	1
89-90	Kimberly	13	1
91-92	Kimberly	13	1
93-94	Kimberly	13	1
95	Marin	13	1
101	Rockwell	14	1
102-103	Kimberly	14	1
104-105	Kimberly	14	1
106-107	Kimberly	14	1
108	Marin	14	1

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
109	Avery	16	1
110	Hartley	16	1
111	Hartley	16	1
112	Hartley	16	1
113	Wyeth	16	1
114	Marin	17	1
115-116	Kimberly	17	1
117-118	Kimberly	17	1
119-120	Kimberly	17	1
121	Rockwell	17	1
122	Avery	18	1
123	Hartley	18	1
124	Hartley	18	1
125	Hartley	18	1
126	Wyeth	18	1
131	Avery	20	1
132	Hartley	20	1

**EXHIBIT A-2**

**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No.</u>	<u>Fractional Vote in the Affairs of The Association</u>
133	Hartley	20	1
134	Hartley	20	1
135	Wyeth	20	1
136	Rockwell	21	1
137-138	Kimberly	21	1
139-140	Kimberly	21	1
141-142	Kimberly	21	1
143	Marin	21	1
144	Rockwell	22	1
145-146	Kimberly	22	1
147-148	Kimberly	22	1
149-150	Kimberly	22	1
151	Marin	22	1
152	Wyeth	23	1
153	Hartley	23	1
154	Hartley	23	1
155	Hartley	23	1
156	Avery	23	1