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Doc ID: 004484730096 Type: LAN

BK **2190** PG **1-96**

AMENDED AND RESTATED DECLARATION
OF
WESTWOOD VILLAGE CONDOMINIUM

Effective Date: June 19, 2012

**Amended and Restated Declaration of
Westwood Village**

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EXHIBITS

Exhibits A, B, D, E, G, H, I and J - Legal Descriptions

Exhibits K, K-II, K-III, K-IV, K-V, K-VI, K-VII, K-VIII – Building Location and Unit Numbering Plans

Exhibits M, N, O, P, Q, R, S-W, T, U, U-W, V, W, W-E, X, Y, Y-E, Y-RW, Z, Z-D-I, Z-D-I-S-A, Z-D-I-S-B, Z-D-I-ES, Z-D-II-S-A, Z-D-II-S-B, Z-E-I, Z-E-II, Z-E-II-d, Z-D-II-d(a), Z-E-II-AK-1 and Z-E-II-AK-2 – Floor Plans

Exhibit cc - Comparative Undivided Interest Per Unit

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

WESTWOOD VILLAGE

WHEREAS, Westwood Village Condominium Association, Inc., a Connecticut nonstock corporation with an office in Danbury, Connecticut (the "Association") is the association of Unit Owners for Westwood Village Condominium (the "Condominium") as defined in that certain Restated Declaration of Condominium, Westwood Village, An Expandable Condominium (the "Original Declaration") dated July 25, 1984 and recorded on the Danbury Land Records in Volume 711 at Page 455; and

WHEREAS, the Original Declaration was amended by instruments dated January 28, 1985 in Volume 724 at Page 973 of the Danbury Land Records, dated April 30, 1985, and recorded in Volume 733 at Page 324 of the Danbury Land Records, dated August 5, 1985 and recorded in Volume 743 at Page 897 of the Danbury Land Records, and dated July 14, 1987 and recorded in Volume 849 at Page 483 of the Danbury Land Records; and

WHEREAS, the Association and the Unit Owners desire to further amend the Original Declaration and to restate the Original Declaration as more particularly set forth herein; and

WHEREAS, the Association and the Unit Owners desire to adopt the Common Interest Ownership Act, as the same has been and may be amended from time to time with the exception of Connecticut General Statutes Sections 47-224(a)(12) and 47-228; and

WHEREAS, pursuant to Article XVI of the Original Declaration, at least two thirds (2/3) of the Unit Owners and their mortgagees appearing on the records of the Association have approved the amendment of the Original Declaration and its restatement as hereinafter set forth.

NOW THEREFORE, the Original Declaration as amended and restated is hereby further amended and restated as set forth herein. It is intended that this Amended and Restated Declaration of Condominium shall supersede and replace the Original Declaration and amendments thereto.

ARTICLE 1
SUBMISSION OF PROPERTY

The Property, including the Improvements thereon, hereinafter more particularly described on Exhibits A, B, D, E, G, H, I and J is submitted to the terms and conditions of the Common Interest Ownership Act of the Connecticut General Statutes (the "Act"), as it may be from time to time amended, with the exception of Section 47-224 (a)(12) and Section 47-228.

ARTICLE 2
DEFINITIONS

As used in this Declaration and the accompanying By-Laws, exhibits and schedules, the following terms shall have the meanings herein ascribed to them:

(a) Allocated Interests: The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Unit in Westwood Village. Allocated interests are set forth on Exhibit cc annexed hereto.

(b) Association: Westwood Village Condominium Association, Inc., a nonstock corporation organized and existing under the laws of the State of Connecticut. The Association is not operated for profit. It is the Association of the Unit Owners acting as a group under the By-Laws and this Declaration and the Act.

(c) Board of Directors: The Board of Directors of Westwood Village Condominium Association, Inc., as it may be from time to time constituted pursuant to the By-Law or law.

(d) By-Laws: The By-Laws of the Association as they may be amended from time to time, which contain the procedures for the conduct of the affairs of the Association.

(e) Common Charges: The charge assessed against each Unit for the periodic share of Common Expenses allocated to a Unit, which is in proportion to the Unit's share of the Common Elements (also known as "assessments").

(f) Common Elements. Common elements means all portions of the Condominium other than the Units as the same are herein defined and Limited Common Elements as the same are herein described in Article 6 hereof including but not limited to:

(i) The land on which the buildings are located and all other land defined as "Property" herein, together with all appurtenances thereto.

(ii) The foundations, columns, girders, beams, supports, main walls, roofs, outside stairs and stairways and entrances and exits of the building, if any.

(iii) The yards, parking areas and storage areas.

(iv) All Property and Equipment for central services such as gas, power, light, water and sewer.

(v) Easements through or in the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units and/or Common Areas and facilities and easements of support in each portion of the unit which contributes to the support of the improvements and which shall further include all fixtures, personal property held or maintained for the joint use and enjoyment of all of the owners of all such units.

(vi) All pools, paddle courts and such other recreational facilities intended for use by the Unit Owners.

(vii) All other parts of the Property necessary or convenient to its existence, maintenance and safety including those normally in common use.

(g) Common Expenses:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements, including, but not limited to, expenses for insurance, collection of garbage, snow removal, lawn and shrub maintenance.

(ii) Expenses declared to be common expenses by the provisions of this Declaration, the By-Laws or the Act.

(iii) Expenses agreed upon as Common Expenses by the Association of Unit Owners and lawfully assessed against the Unit Owners in accordance with the Condominium Documents;

(iv) Reasonable reserves established for the maintenance, repair and/or replacement of capital improvements or improvements with more than a single year life,

(h) Common Interest Ownership Act: The Common Interest Ownership Act of the State of Connecticut (the "Act") as provided for in the Connecticut General Statutes, as amended, as it now exists or as it may be from time to time amended.

(i) Condominium: The development or project known as Westwood Village Condominium, ("Westwood Village" or the "Condominium") located on the property described in Exhibits A, B, D, E, G, H, I and J attached hereto, wherein individual Units are owned by individual Unit Owners in fee simple absolute, with each Unit Owner being entitled to the exclusive ownership and possession of his or her Unit, an easement for the use of the Limited Common Elements appurtenant to his or her Unit, an undivided interest in the Common Elements, and membership in the Association, pursuant to the Act. Westwood Village is a Condominium.

(j) Condominium Documents. The Declaration, By-Laws, surveys, maps and plans recorded and filed pursuant to the provisions of the Act. Any exhibit, schedule or certification accompanying a Condominium Document and recorded or filed simultaneously therewith shall be deemed an integral part of such Condominium Document. Any amendment or certification of any Condominium Document shall, from the time of recording or filing of such amendment or certification, be deemed an integral part of the affected Condominium Document, so long as such amendment or certification has been made in accordance with the provisions of the Act.

(k) Declaration: This Amended and Restated Declaration of Condominium.

(l) Director. A member of the Board of Directors.

(m) Limited Common Elements: All those Common Elements designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units. A further definition is contained in Article 6.

(n) Majority or Majority of Unit Owners: The Owners of more than fifty (50%) percent of the votes in the Association. Each Unit Owner shall have a vote equal to the percentage of his or her interest in the Common Elements.

(o) Notice and Comment: The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Article 19 hereof.

(p) Notice and Hearing: The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Article 19 hereof.

(q) Person: An individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity capable of holding an interest in land under the laws of the State of Connecticut.

(r) Property: The land, all buildings, all Improvements and structures thereon and all easements, rights and appurtenances belonging thereto which have been submitted to the provisions of the Act.

(s) Record: Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(t) Security Interest: 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 and ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

(u) Unit. Any part of the property, including one or more rooms or designated spaces (such designated spaces for the purpose of this definition to include, without limitation, all space bounded by the planes of the interior unfinished surfaces of any entirely enclosed stairwell that connects any room or rooms or designates spaces of the Unit or to any "Limited Common Element" or "Common Element", as such "Limited Common Element" and "Common Element" are defined in this Declaration, together with the space occupied by the door or doors, if any, and the door or doors themselves, that connect any such stairwell to any other room or rooms or other designated spaces of the Unit located on one or more floors or parts thereof in a building, such one or more rooms or designated spaces intended for any type of independent use and with a direct exit to a public street or highway, or to Limited Common Elements or Common Elements leading to such street or highway, excluding, however, all spaces and improvements exterior to the planes of the interior unfinished surfaces of the perimeter walls and floor or floors of the Unit, and all spaces and improvements exterior to the plane or planes of the interior unfinished surfaces of the ceiling or ceilings of the Unit, and further excluding all spaces and improvements interior to the plane or planes of the exterior unfinished surfaces of all inner bearing walls and/or bearing partitions of the Unit, and further excluding all spaces and improvements exterior to the plane or planes of the interior unfinished surfaces of any trim, window glass, fireplaces, fireplace dampers, thresholds and doors along perimeter walls and/or floors of the Unit, and further excluding all pipes, chutes, ducts, flues, wires, conduits and other facilities running through any inner wall or partition of any Unit for the purpose of furnishing utility or similar services to another Unit or to other Units or Common Elements or Limited Common Elements or to any combination of other Units, Common Elements, or Limited Common Elements; PROVIDED, HOWEVER, that in regard to any Unit as aforedefined in this subsection (u) consisting of one or more rooms or designated spaces on more than one floor in

a configuration such that one or more rooms or designated spaces of such Unit is or are located on a floor either immediately above or immediately below any other one or more rooms or designated spaces also of the same Unit, then any such Unit so configured shall also include as part of said Unit all spaces and improvements comprising and lying within so much of any floor or floors as be situate between one or more rooms or designated spaces of the same Unit, excluding all bearing structures, if any, running through such floor or floors, and further excluding all pipes, chutes, ducts, flues, wires, conduits and other facilities running through such floor or floors for the purpose of furnishing utility or similar services to another Unit or other Units or Common Elements or Limited Common Elements, or to any combination of other Units, Common Elements or Limited Common Elements; PROVIDED, FURTHER, HOWEVER, that in regard to any Unit as defined in this subsection (u) such Unit shall include the spaces (and the improvements within such spaces) containing space heating, water heating or air conditioning apparatus serving such Unit exclusively, and also shall include all electrical switches, wiring, pipes, ducts, chutes, flues, conduits, lighting fixtures or junction boxes, and the like, and all television, telephone, or electrical receptacles serving such Unit exclusively, whether or not any or all such spaces are contiguous; AND PROVIDED, FURTHER, HOWEVER, that in the event of any inconsistency between this subsection (u) and any plans for any Unit, then this definition shall prevail.

(v) **Unit Owner:** The Person or persons who own a Unit and an undivided interest in the Common Elements in the percentage specified and established in this Declaration.

ARTICLE 3

DESCRIPTION OF LAND

The land owned by the Declarant, which has been submitted to the condominium form of ownership under the Common Interest Ownership Act is the land described on Exhibits A, B, D, E, G, H, I and J attached hereto and made a part hereof.

ARTICLE 4

IDENTIFICATION OF UNITS

Attached hereto and made a part hereof are Exhibits K and K-II through K-VI, being copies of plans, in size reduction form, which show the building locations and unit numbering plans. Floor plans showing Unit configurations and room layouts for each type of Unit are attached hereto and made a part hereof as Exhibits M, N, O, P, Q, R, S-W, T, U, U-W, V, W, W-E, X, Y, Y-E, Y-RW, Z, Z-D-I, Z-D-I-S-A, Z-D-I-S-B, Z-D-I-ES, Z-D-II-S-A, Z-D-II-S-B, Z-E-I, Z-E-II, Z-E-II-d, Z-D-II-d(a), Z-E-II-AK-1 and Z-E-II-AK-2.

Certain Units have additional access to the basement area of such Unit by an exterior sliding glass door. Some other Units have a basement configuration and modifications which provide a two car garage in a portion of such basement area.

A schedule showing the number or designation of each Unit, the building number within which each Unit is located, the type and model of each Unit, the square footage of each Unit and the percentage of interest that the owner of each Unit has in and to the Common Elements is attached hereto and marked Exhibit cc.

Boundaries of each Unit are described in subsection (u) of Article 2 of this Declaration.

ARTICLE 5
DESCRIPTION OF COMMON ELEMENTS

The Common Elements (inclusive of Limited Common Elements) consist of all portions of the Condominium other than the Units, as more particularly described in subsection (f) of Article 2 of this Declaration.

ARTICLE 6
DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements comprise those portions of the Common Elements reserved for the use of a certain Unit or Units to the exclusion of other Units are identified as follows:

- (a) Mail boxes for each Unit are for use only by that Unit whose Unit Designation appears thereon.
- (b) Decks and patios adjoining any Unit.
- (c) Basement foyer and interior stairways leading from the main level to the basement foyer, which provide interior access to the basement area of any Avalon Unit.

ARTICLE 7
ALLOCATED INTERESTS

The percentage of the undivided interest in the Common Elements appertaining to each Unit and its Owner is more particularly set forth in Exhibit cc attached hereto. The total percentage of the undivided interest of all the Units is one hundred (100%) per cent. The percentage of liability for Common Expenses and the percentage of common profits appertaining to each Unit and its owner is the same as the percentage of undivided interest as set forth in said Exhibit cc. Each Unit shall have one vote (each vote being weighted based on the percentage of undivided interest).

The method of determining the percentage of interest in the percentage of undivided interest in the Common Elements appurtenant to any given Unit is as follows:

The total square footage
of a given Unit _____ x 100 = percentage of a given Unit
The total square footage
of all Units in the Condominium

The square footage of any given Unit is as set forth in Exhibit cc.

ARTICLE 8
MAINTENANCE, REPAIR AND REPLACEMENT

(a) Common Elements: The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Unit Owners shall promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(b) Units: Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association. Unit Owners shall observe the requirements of the Maintenance, Repair and Replacement Standards (the "Maintenance Standards") that are set forth in the "Welcome to Westwood Village" booklet provided to Unit Owners, as the same may be amended from time to time by the Board of Directors. These Maintenance Standards require or may require that certain portions of Units must be inspected at specified intervals, that they be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective, and that they be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.

Unit Owners shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which his or her Unit is located.

(c) Each Unit Owner is responsible for :

(i) The removal of all snow, leaves and debris from all patios and decks which are Limited Common Elements appurtenant to his or her Unit.

(ii) The maintenance, repair and replacement of fireplace inserts, and for the cleaning of chimneys.

(iii) The maintenance and repair and replacement of electrical, television and telephone receptacles, electrical light switches, dryer venting components, heat pumps and any other heating and cooling apparatus as well as the pads upon which the heat pumps are situated.

(d) Windows and Doors: Unit Owners are responsible for the maintenance, repair and replacement of all windows (including broken seals thereon and all bay windows), sliding glass doors and exterior and interior doors serving their Units, including the glass, trim, framing and mechanisms as well as screens, screen doors and storm doors. The Association shall only be responsible for the maintenance, repair and replacement of exterior doors which serve more than one Unit. Unit Owners are responsible for the maintenance, repair and replacement of all garage doors, including the mechanisms thereof.

In the event that such maintenance, repair or replacement work is to be performed by a contractor, such contractor must be licensed and insured.. Prior to the replacement of any windows or doors unit owners shall submit the specifications therefor to the Board of Directors for its review and approval.

(e) Access: Any persons authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

(f) If any Common Expense is caused by the willful misconduct or gross negligence of a Unit Owner, tenant, guest or invitee of a Unit Owner or by the failure of a Unit Owner, tenant, guest or invitee of a Unit Owner to comply with the Maintenance, Repair and Replacement Standards 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. In the event that Connecticut General Statutes Section 47-257(e) is subsequently revised so as to provide that a different standard of conduct (other than gross negligence or willful misconduct) will authorize the Association to impose such assessment, the provisions of this subsection (f) shall be deemed to have been amended to include such revised standard.

(g) If damage occurs only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the Association insurance, in which event the Association shall be responsible for said costs. In all instances, the responsibility for actual reconstruction and repair after a casualty shall be that of the Association.

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

ARTICLE 9

USE, PURPOSES AND RESTRICTIONS

(a) Each Unit shall be occupied as a single family residence and for no other purpose. No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property. However, a Unit Owner may maintain a home occupation that: (i) is clearly secondary to the use of the Unit as a dwelling; (ii) does not change the external residential character of the Unit in any visible manner; (iii) does not create objectionable noise, odor, vibrations, waste, or unsightly conditions noticeable outside of the Unit; (iv) does not create interference with radio and television reception in the vicinity, or create a health or safety hazard; (v) only uses equipment which is customarily incidental to residential occupancy; (vi) does not have employees (other than the immediate members of the family residing in the Unit) (vii) is not visible from the street; (viii) does not depend on regular visits from the public; and (x) does not require unreasonable levels of mail, shipping, storage or trash.

An "employee" is defined as an individual who is either working from or in a Unit under the direction and control of a Unit Owner or as an independent contractor engaged by a Unit Owner to provide assistance to the Unit Owner in connection with his or her home professional pursuit, but shall not include persons who provide child care, medical support or assistance or cleaning services to or for the benefit of a Unit Owner.

(b) There shall be no obstruction of the Common Elements, and nothing shall be left or stored in the Common Elements, including on or beneath decks, in lawn areas and on walkways, except that Unit Owners may keep weather resistant furniture, gas grills and outdoor

accessories on or beneath decks so long as Unit Owners shall not allow such items to deteriorate or become unsightly.

(c) Nothing shall be done or kept in any Unit or the Common Elements which will result in the increase in the rate of insurance or cancellation of insurance coverage, with respect to the Association's public liability insurance or the property insurance on any buildings in the Community or which would be a violation of law. No waste shall be committed in the Common Elements or Limited Common Elements.

(d) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building and no signs, awnings, canopies, shutters, radio or television antennas or any mechanical equipment of any nature shall be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Board of Directors.

(e) No noxious or offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which interferes with the peaceful possession and proper use of the Community by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(f) Nothing shall be done to any Unit or on or to the Common Elements or Limited Common Elements which will impair the structural integrity of a building or which will structurally change any such building.

(g) No clothes, sheets, blankets, laundry of any kind or any articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and items.

(h) The Board of Directors shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Board of Directors shall have the power to levy fines against the Unit Owners for violations of the Declaration, By-Laws or Rules of the Association. No fine may be levied for more than \$100.00 for any one violation, but each day a violation continues shall be considered a separate violation. Any fines so levied are to be considered as a Common Charge to be levied against the particular Unit Owner involved and collection may be enforced by the Board of Directors in the same manner as Common Charges are collected.

(i) Unit Owners, their employees, invitees or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

(j) The Board of Directors or its designee shall have the right of access to any Unit for the purpose of making repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the building. Requests for entry shall be made in advance and at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event the Board of Directors or its duly authorized agents as the case may be are denied entry for such purposes, the Unit Owner shall be solely responsible for the expenses of restoring the Unit or any portion of the building should it be determined that forceable entry was necessary. Absence of the Unit Owner at the time entry is

sought shall not constitute denial of entry. In the event the Board of Directors or its duly authorized agents find vermin, insects or other pests, it may take such measures as it deems necessary to control or exterminate same.

(k) No person directly or indirectly shall hold title to two (2) or more Units without the prior consent in writing of the Board of Directors. This restriction shall not apply to any lending institution, its successors or assigns.

(l) No Unit may be divided or subdivided into a smaller dwelling unit than is shown on Exhibits M through Z attached hereto, nor shall any Unit or portion thereof be added to or incorporated into any other Unit. The undivided interest in the Common Elements declared to be an appurtenance unto each Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Units. The undivided interest in the Common Elements appurtenant to each Unit shall be deemed, conveyed, devised, encumbered or otherwise included with the Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Units. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance or which purports to grant any right, interest or lien in, to or upon a Unit shall be null, void and of no effect insofar as the same purports to effect any interest in a Unit and the appurtenant undivided interest in the Common Elements unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Unit. Any instrument conveying, devising or encumbering or otherwise dealing with any Unit which describes said Unit by numerical or alphabetical designation assigned thereto in Exhibit cc attached hereto without limitation or exception shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the Common Elements by more than one entity as tenants in common or joint tenants with the right of survivorship.

(m) The use of Common Elements and facilities by the owner or owners of all Units, and all other parties authorized to use the same, and the use of Limited Common Elements and facilities by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Association.

(n) No "For Sale" or "For Rent" signs or other window displays or advertising shall be permitted on any part of the Condominium Property or in any Unit.

(o) Common walks, parking areas and other Common Elements shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

(p) No automobile repair or maintenance work shall be done outdoors on the premises of the Condominium.

(q) All leases shall make reference to and be subject to the rules and regulations herein and hereinafter adopted.

(r) Any owner of a Unit acquired after May 16, 2006 shall not lease or rent said Unit until the Unit Owner has occupied the Unit as his principal residence for a period of at least three years from the date on which he acquires title. [SEE FIRST AMENDMENT](#)

(i) The Board of Directors may grant a waiver:

(A) In the case of a Unit acquired by a person for the purpose of providing a principal residence for a member of his immediate family (which means father, mother, siblings, and children), provided such person occupies the Unit as his principal residence during said three year period.

(B) In other situations where it finds that severe hardship will result from enforcing this Section.

(ii) No trust or other legal entity may own a Unit except for the purpose of providing a home for the principal trust beneficiary or his immediate family, or, in the case of other legal entities, for the purpose of providing a home for a person who is the beneficial owner of a majority interest in the entity or a member of his immediate family, but subject to the trust or other legal entity first obtaining a waiver under (i) above for such purpose.

(iii) Every lease, rental agreement or verbal understanding purporting to rent any Unit during the first three years after its acquisition, except in compliance with this Section, shall be void, and the Board of Directors may take all actions necessary to enforce this Section, including the right to evict an occupant who does not comply and to levy fines upon the Unit Owners thereof. Neither the Association nor any officer or director shall have any liability whatsoever to the Unit Owner or any occupant by virtue of enforcing this Section.

(s) No more than twenty five percent (25%) of Units in Westwood Village may be leased at any one time. However, the owner of any Unit that is under lease as of May 16, 2006 may remain leased until the expiration of the current term (not including any renewal or extension terms). Upon expiration of the current term, such Unit may only be re-leased in accordance with this Section and any rules and regulations adopted pursuant to this Section. The Board of Directors may enact such rules and regulations as may be reasonably required to carry out the purpose and intent of this Section.

ARTICLE 10 **BOUNDARIES, ENCROACHMENTS AND EASEMENTS**

The existing physical boundaries of any Unit, Limited Common Element or Common Element constructed or reconstructed in substantial conformity with the Condominium plans shall be conclusively presumed to be its boundaries regardless of the shifting, settlement or lateral movement of any building regardless of minor variations between the physical boundaries as described in the Declaration or shown on the Condominium plan and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.

If any portion of any Common Element encroaches on any Unit, or if any portion of a Unit encroaches upon any Common Elements as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

If any part of the Condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed as authorized by the Act which reconstruction results in an encroachment of any

Unit or an Common Element, valid easements for such encroachments and the maintenance of them shall exist so long as the building stands.

The Association of Unit Owners does and shall have a transferable easement over and on the Common Elements for the purpose of making Improvements on the Condominium parcel pursuant to the provisions of the Condominium Documents and of the Act and for the purpose of doing all things reasonably necessary and proper in connection therewith.

ARTICLE 11
PIPES, DUCTS, CABLES, WIRES, CONDUITS,
PUBLIC UTILITY LINES AND OTHER
COMMON ELEMENTS LOCATED INSIDE OF UNITS; ACCESS TO UNITS

Each Unit Owner does and shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit is and shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in each such Unit. The Board of Directors or any person authorized by the Board of Directors and to their agents or employees, does and shall have the right of access to each Unit to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings and to inspect Units for compliance with the Maintenance Standards. .

ARTICLE 12
UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future Unit Owners, tenants and occupants of Units are subject to and shall be subject to and shall comply with with the provisions of the Act, as amended, this Declaration and the By-Laws of the Association as they may be amended from time to time, as well as to such regulations as may be adopted by the Board of Directors. The acceptance of a deed or the entering into of a lease, or the entering into occupancy of a Unit shall constitute agreement that the provisions of this Declaration and By-Laws and rules and regulations which may be adopted by the Board of Directors, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE 13
AMENDMENT OF DECLARATION

(a) Except as otherwise provided herein this Declaration, including any Surveys and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated.

(b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

(c) Every amendment to the Declaration shall be recorded on the Danbury Land Records and is effective only on recordation. An amendment shall be indexed in the grantee index

in the name of the Condominium and the Association and in the grantor index in the name of the parties executing the amendment.

(d) Except to the extent expressly permitted or required by of the Act, no amendment may create or increase special declarant rights, increase the number of Units, or change the boundaries of any Units or the allocated interests of a Unit in the absence of unanimous consent of the Unit Owners.

(e) By vote or agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, an amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of persons who may occupy Units. Any amendment must provide reasonable protection for use or occupancy permitted at the time the amendment was adopted, and shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion or any other protected status.

(f) An amendment may create special declarant rights, increase the number of Units, change the boundaries of any Unit or change the allocated interests of a Unit if persons entitled to cast at least eighty (80%) percent of the votes in the Association agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Notwithstanding the provisions of subsection (d) of this Article, the amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered, unless any of the persons entitled to notice under this Article records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this Article consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

(g) Amendments to the Declaration required by the Act and this Declaration 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 such designation, by the President of the Association.

ARTICLE 14 **ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

(a) A Unit Owner:

(i) May make any additions, alterations or Improvements to the interior of his or her Unit that do not violate the law, impair the structural integrity or mechanical systems, or lessen the support of any portion of the Condominium.

(ii) May not remove interior walls, remove ceiling joists or beams, change the appearance of the Common Elements (including Limited Common Elements), or the exterior appearance of a Unit or any other portion of the Condominium, including landscaping of and in the Common Elements, without the prior written consent of the Association.

The Association shall answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement after Notice and Hearing, within thirty (30) days after such request, but failure to do so within such time shall not constitute consent to such request by the Association. In the event that the Association shall not have answered

such written request within said thirty (30) day period, the Unit Owner is entitled to have the item added to the agenda of the next meeting of the Board of Directors.

(b) Any improvements or alterations contemplated pursuant to this Article are also subject to the provisions of any law, ordinance and the like and to the rules and regulations of any federal, state or local agency having jurisdiction over the work. No approval hereunder shall excuse full and complete compliance with the foregoing, including application for permits and approvals to such agencies and the payment by the Unit Owner of any fees required by them.

ARTICLE 15
ASSESSMENT AND COLLECTION OF COMMON EXPENSES;
SPECIAL AND EMERGENCY ASSESSMENTS

(a) Assessment of Common Expenses.

(i) Common Expense assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

(ii) Except as provided elsewhere herein, all Common Expenses shall be assessed against all the Units in accordance with their percentage of liability for Common Expenses. Any past due Common Expense assessment or installment thereof is subject to reasonable late charges as established by the Board of Directors.

(iii) All Unit Owners shall be obligated to pay the Common Charges and Common Expenses assessed by the Association monthly on the first day of each month.

(iv) Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, including any reserves, and a statement of the basis on which any reserves are calculated and funded, and shall set a date either for a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget, which date shall be not less than ten (10) nor more than sixty (60) days after providing the summary. Unless at that meeting, or in the vote by ballot, a majority of all Unit Owners votes to reject the budget, the budget is approved, whether or not a quorum is present at the meeting or participating in the vote by ballot. 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 Board of Directors.

(b) Common Expenses Attributable to Fewer than All Units.

(i) Each Unit Owner shall maintain, repair and replace any Limited Common Element associated with his or her Unit as are assigned for maintenance to such Units. Therefore, any maintenance, repair or replacement of Limited Common Elements to be maintained by the Unit Owners that is instead performed by the Association shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to be maintained by more than one (1) Unit, the Common Expenses

attributable to the Limited Common Element shall be assessed equally among the Units to which the Limited Common Element is assigned.

(ii) Any Common Expense or portion thereof imposed on the Association that benefits fewer than all the Units shall be assessed exclusively against the Unit or Units benefited.

(iii) Any Common Expense for services provided by the Association to an individual Unit at the request of a or with the authorization of a Unit Owner shall be assessed against the Unit that benefits from such service

(iv) Any insurance premium increase attributable to a particular Unit by virtue of the occupancy of, activities in or construction of the Unit shall be assessed against that Unit.

(v) Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.

(vi) If any Common Expense is caused by the gross negligence or willful misconduct of a Unit Owner tenant, guest or invitee of a Unit Owner or by the failure of a Unit Owner, tenant, guest or invitee of a Unit Owner to comply with the Maintenance Standards as the same may be amended from time to time, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of 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.

(vii) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Community documents and the Act are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner.

(viii) If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair, or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening another Unit or the Common Elements, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.

(ix) All reasonable attorneys' fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Community documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as a Common Expense.

(x) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all of the Units, including, but not limited to, the use of any Unit for the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the

imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

(xi) Portions of the cost of repairing or replacing Units that are allocated to Individual Units under the provisions of this Declaration shall be assessed against the Unit or Units to which they are allocated.

(c) Collection of Common Expenses.

(i) The Association has a statutory lien on a Unit for any assessment attributable to that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Reasonable attorneys' fees and costs, other fees, charges, late charges, fines and interest charged pursuant to the Act and other sums due the Association under this Declaration or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid assessments.

(ii) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (A) liens and encumbrances recorded before the recordation of the Declaration; (B) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (C) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in subdivision (B) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to the Declaration or the By-Laws which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien or for such greater period of time as provided in Section 47-258 of the Act, together with costs of suit and attorney's fees. This subsection does not affect the priority of mechanics, or materialmen's liens, or the priority of liens for other assessments made by the Association.

(iii) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Article is required.

(iv) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments become due; provided, that if an owner of a Unit subject to a lien under this Article files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(v) This Article does not prohibit actions against Unit Owners to recover sums for which subsection (a) of this Article creates a lien (which actions shall not be deemed to constitute a waiver of such lien or the right to foreclose it) or prohibit the Association from taking a deed in lieu of foreclosure.

(vi) A judgment or decree in any action brought under this Article shall include costs and reasonable attorney's fees for the prevailing party.

(vii) The Association on request made in a Record shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner.

(viii) The Association's lien may be foreclosed in like manner as a mortgage on real property. Provided, however, that the Association may not commence an action to foreclose its lien unless: (A) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of Common Expense assessments based on the periodic budget last adopted by the Association; (B) The Association has made a demand for payment in a Record; and (3) the Board of Directors has either voted to commence the foreclosure action specifically against the Unit or has adopted a standard policy that provides for foreclosure against that Unit.

(ix) No Unit Owner may exempt himself or herself 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.

(x) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from the Unit Owner prior to or during the pendency of the Action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the Action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association.

(xi) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(xii) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due or in such other order as the Board of Directors may determine, notwithstanding any designation or other indication from the Unit Owner as to how the payment is to be applied.

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

(d) Special Assessments; Emergency Assessments.

(i) In addition to the assessment of Common Expenses authorized above, the Board of Directors may propose to levy, in any assessment year, a special assessment or special assessments applicable to that year only for such purposes as the Board of Directors may deem appropriate, including, without limitation, for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located in or upon the Common Elements, including fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit.

(ii) Not later than thirty (30) days after the adoption of a proposed special assessment the Board of Directors shall provide a summary of the assessment to all Unit Owners. Unless the special assessment, together with all other special assessments and emergency assessments proposed by the Board of Directors in the same calendar year exceeds fifteen percent (15%) of the annual budget, the special assessment is effective without approval of the Unit Owners. If the special assessment, together with all other special assessments and emergency assessments proposed by the Board of Directors in the same calendar year exceeds fifteen percent (15%) of the annual budget, the Board of Directors shall set a date not less than ten (10) days nor more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the special assessment. If, at such meeting or in the balloting, a majority of all Unit Owners votes to reject the assessment, the assessment shall be rejected; otherwise the assessment shall be approved, whether or not a quorum is present at the meeting or participating in the vote by ballot.

(iii) If the Board of Directors determines, by a two-thirds (2/3) vote, that a special assessment is necessary to respond to an emergency, the special assessment is effective immediately in accordance with the terms of the vote. The Board of Directors must promptly provide notice of the emergency assessment to all Unit Owners. The Board of Directors may spend the funds raised by the emergency special assessment only for the purposes described in the vote.

(iv) The Association may levy a special assessment against any Unit Owner to reimburse the Association for costs incurred in bringing any Unit Owner and his or her Unit into compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations of the Association. Any such special assessment may be levied upon approval by majority vote of the Board of Directors, after notice to the Owner and an opportunity for a hearing before the Board of Directors, and with the approval of the Declarant during the period of Declarant control.

(e) The Board of Directors may suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:

- (i) Deny a Unit Owner or other occupant access to the owner's Unit or its Limited Common Elements;
- (ii) Suspend a Unit Owner's right to vote or participate in meetings of the Association;
- (iii) Prevent a Unit Owner from seeking election as a director or officer of the Association; or
- (iv) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

ARTICLE 16

ASSOCIATION BORROWING AND ASSIGNMENT OF FUTURE INCOME

- (a) The Association may borrow money and assign its right to future income as security for the loan only after:
 - (i) The loan transaction and the assignment have been approved by the Board of Directors;
 - (ii) A majority of the Unit Owners vote in favor of or agree to the assignment; and
 - (iii) The Association has complied with the requirements of Section (b) below.
- (b) At least fourteen (14) days before the closing of any loan to the Association, the Board of Directors shall:
 - (i) Disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense Assessment, and
 - (ii) Afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Board of Directors with respect to such loan.

ARTICLE 17 **INSURANCE**

The Association shall maintain, to the extent reasonably available in the normal commercial marketplace:

- (a) Property Insurance.

A master policy affording fire, extended coverage and additional perils in amounts sufficient for repair or replacement of: (i) all buildings in the Condominium, including the Units and all improvements and betterments installed by Unit Owners **EXCEPT FOR WOOD FLOORS AND EXCEPT FOR IMPROVEMENTS AND BETTERMENTS IN THE BASEMENTS OF UNITS MADE**

BY OR ON BEHALF OF UNIT OWNERS OR BY THE ORIGINAL DECLARANT AS UPGRADES, OPTIONS OR EXTRAS, and excluding land, excavations, foundations or slabs and other items normally excluded from property policies and (ii) all personal property owned by the Association. The total amount of insurance on buildings in the Condominium, before application of any deductibles, shall be not less than one hundred (100%) percent of the current replacement value at the time the insurance is purchased and at each renewal date, without deduction for depreciation. Personal property of the Association shall be insured for an amount equal to its replacement value. The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the buildings and the actual cash value of personal property and the cost of such appraisals shall be a Common Expense. The insurance shall afford protection against fire and all other hazards that are normally covered by the "special form" coverage endorsement.

As noted above, the Association's property insurance policy does not cover wood floors or improvements and betterments in the basements of Units made by or on behalf of Unit Owners or by the original Declarant as upgrades, options or extras. Unit Owners should obtain and maintain their own condominium owners' (H06) insurance policies to cover losses to improvements and betterments in their basements. The following is a schedule of the standard fixtures, improvements and betterments in the basements of Units that ARE covered by the Association's property insurance policy:

Unfinished concrete floors, concrete and/or stud walls, insulation, wall board, utility lighting and ceilings consisting of open floor joists with exposed insulation, wiring and plumbing.

(b) Liability Insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(c) Directors' and Officers' Liability Insurance with a limit of at least \$1,000,000.00 per occurrence, covering and indemnifying all of the directors and officers of the Association against liability for errors and omissions occurring in connection with the performance of their duties, with any deductible amount to be in the sole discretion of the Board of Directors.

(d) Worker's Compensation. If necessary, the Board of Directors shall obtain and maintain Worker's Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

(e) Fidelity Insurance or Fidelity Bonds. The Board of Directors shall obtain and maintain a blanket fidelity bond or fidelity insurance for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond or insurance 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 or insurance is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond or insurance shall include a provision that calls for ten (10) days' written notice to the Association and to the insurance trustee, if any, before the bond or insurance can be canceled or substantially modified for any reason.

(f) If the insurance described in subsections (a) and (b) of this Article is not obtainable in the normal commercial marketplace, the Association promptly shall cause notice of that fact to be hand delivered or sent, postage prepaid, by United States mail to all Unit Owners at their respective last known addresses.

(g) Insurance policies carried pursuant to this Article shall provide that: (i) each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association; (ii) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household; (iii) no act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iv) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (v) the name of the insured shall be substantially as follows: "Westwood Village Condominium Association, Inc. for the use and benefit of the individual Unit Owners or the Association's insurance trustee, if any".

(h) Any loss covered by the property policy under this Article shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated in the insurance policy 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 holders of Security Interests as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and holders of Security Interests 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 Condominium is terminated.

(i) An insurer that has issued an insurance policy or fidelity bond under this Article 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 or bond may not cancel or refuse to renew it until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(j) The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

(k) Association insurance premiums shall be a Common Expense.

(l) The Board of Directors may determine, in its sole discretion, the amount of any deductible and the responsibility for payment of same as to any policy of insurance of insurance maintained under this Article.

(m) Unit Owners should obtain and maintain condominium owners' insurance (H06) policies.

ARTICLE 18
DAMAGE TO OR DESTRUCTION OF PROPERTY

(a) Any portion of the Condominium for which insurance is required under the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (i) The Condominium is terminated, in which case Section 47-237 of the Act applies;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
- (iii) Eighty (80%) 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.

(b) Cost. Except as provided elsewhere in this Declaration, the cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense, regardless of whether such excess is the result of the application of a deductible under insurance coverage.

(c) Plans. The repair or rebuilding of all of the damaged or destroyed portions of the Community shall be, as nearly as practicable, in accordance with the original plans and specification of the Declarant and in accordance with all applicable building codes.

(d) Replacement of Less Than Entire Property. If the entire Condominium is not repaired or replaced by the Association:

(i) 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 Community; and

(ii) Except to the extent that other Persons will be distributees:

(A) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear,

and

(B) The remainder of the proceeds shall be distributed to all the Unit Owners or holders of Security Interests, in proportion as the Unit Owners' percentage interest in the Common Elements.

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

(e) Insurance Proceeds. The insurance trustee, or, if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners holders of Security Interests, as their interests may appear. Subject to the provisions of subsection (a) of this Article, the proceeds shall be distributed first for the repair or restoration of the damaged property, and the Association, Unit Owners or 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 and restored, or the Community is terminated.

(f) Certificates by the Board of Directors. An insurance trustee, if one is appointed, may rely on the following certifications in writing made by the Board of Directors:

(i) Whether or not damaged or destroyed property is to be repaired or restored;

(ii) 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.

(g) Certificates by Attorneys. If payments are to be made to Unit Owners, or holders of Security Interests, the Board of Directors, and the insurance 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 Danbury from the date of the recording of the original Declaration, stating the name of the Unit Owners and holders of Security Interests.

ARTICLE 19

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

(a) Right to Notice and Comment. Before the Board of Directors amends the Rules, whenever the Declaration or the Act require that an action be taken after "Notice and Comment", and at any other time the Board of Directors determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or by a Record. Notice of the proposed action shall be given to each Unit Owner in writing or in a Record and shall be delivered personally or by U.S. or electronic mail in accordance with the By-laws 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, or sent by a Record reasonably calculated to give notice to the affected Unit Owner or Unit Owners, as the case may be. The notice shall be given not less than five (5) days before the proposed action is to be taken.

(b) Right to Notice and Hearing. Whenever the Declaration or the Act require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of 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.

ARTICLE 20
AMENDMENT OF BY-LAWS

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

ARTICLE 21
CONDEMNATION

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

ARTICLE 22
TERMINATION

The Condominium may be terminated only in accordance with Section 47-237 of the Act.

ARTICLE 23
CAPTIONS

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

ARTICLE 24
GENDER

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

ARTICLE 25
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 26
INVALIDITY

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

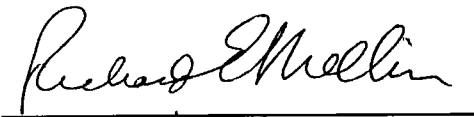
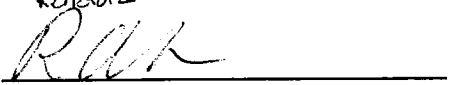
ARTICLE 27
CONFLICTS


This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of such statute shall control.

IN WITNESS WHEREOF, Westwood Village Condominium Association, Inc. has hereunto set its hand and caused these Amended and Restated Declaration of Westwood Village Condominium to be executed by Joe Blanco, its duly authorized President, this day of July, 2012.

In the presence of:

Westwood Village Condominium Association, Inc.


Richard E. Mellin

Robin A. Kahn


By: 
Joe Blanco
Its President

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Danbury

July 17, 2012

Personally appeared, Joe Blanco, President of Westwood Village Condominium Association, Inc., a Connecticut corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of such corporation, before me.


Commissioner of the Superior Court
Notary Public

Certified to be the Amended and Restated Declaration of Westwood Village Condominium adopted by vote of at least two thirds (2/3) of the Unit Owners in Westwood Village, and dated as of , 2012.

Wanda M. Parker

Its Secretary

EXHIBIT A

LEGAL DESCRIPTION PHASE I

The land of Phase I consists of two abutting parcels of land described as follows:

PARCEL A

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of Mill Plain Road, Danbury (U.S. Route No. 6), which point marks the intersection of the most Southwesterly corner of land now or formerly of Mary A. Farwell, Hope F. Todd, and Faith F. Todd, and the most Southeasterly corner of land now or formerly of Westwood Associates, thence running N 42° 13' 21" E a distance of 31.36 feet to a point, thence running N 34° 28' 39" E a distance of 85.59 feet to a point, thence running N 41° 27' 14" E a distance of 37.20 feet to a point, thence running N 32° 33' 19" E a distance of 31.44 feet to a point, thence running N 39° 00' 47" E a distance of 145.00 feet to a point, which point is the true point of beginning; thence running N 39° 00' 47" E a distance of 34.60 feet to a point; thence running N 26° 36' 57" E a distance of 104.31 feet to a point; thence running the following courses and distances: N 8° 19' 07" E, 88.20 feet; N 6° 39' 53" W, 82.26 feet; N 4° 06' 03" W, 100.59 feet; N 81° 21' 34" W, 73.77 feet; N 72° 31' 21" W, 13.25 feet; S 88° 25' 49" W, 3.95 feet; N 57° 21' 11" W, 5.51 feet; N 74° 34' 16" W, 8.29 feet; N 74° 11' 03" W, 116.32 feet; N 17° 46' 27" E, 20.24 feet; N 66° 22' 43" W, 41.15 feet; S 71° 59' 07" W, 37.94 feet; S 16° 30' 00" W, 7.50 feet; N 73° 30' 00" W, 83.70 feet; S 16° 30' 00" W, 95.21 feet; S 33° 57' 03" W, 97.48 feet; N 68° 14' 00" W, 52.00 feet; S 21° 46' 00" W, 148.54 feet; and S 68° 28' 15" E, 520.70 feet to the true point or place of beginning;

PARCEL B

Starting at the point at the most Southwesterly corner of Parcel A, as hereinbefore described, which point is the true point of beginning; running thence from said point of beginning N 68° 28' 15" W, a distance of 47.87 feet to a point; thence running S 77° 00' 00" W, a distance of 43.00 feet to a point; thence running the following courses and distances: S 31° 00' 00" W, 73.00 feet; S 9° 55' 00" W, 153.43 feet; N 58° 38' 13" W, 112.91 feet; N 50° 08' 13" W, 31.03 feet; S 76° 56' 10" E, 65.02 feet; and N 28° 32' 20" E, 94.17 feet; N 13° 34' 40" E, 30.81 feet; N 33° 34' 49" E, 90.53 feet; thence running 122.31 feet Easterly along the arc of a curve having a radius of 150.00 feet to a point; thence running S 21° 46' 00" W, a distance of 35.00 feet to the true point or place of beginning.

Together with a permanent perpetual easement, to pass and repass, and to lay, maintain and use wires, pipes, sewers, pumps,

conduits, drains, manholes, and the like, and for all other and related purposes whatsoever on, over and through such land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at the point at the most Southwesterly corner of Phase I, Parcel A, as hereinbefore described, thence running S 68° 28' 15" E, a distance of 336.00 feet to a point, which point is the true point of beginning; thence running S 17° 59' 30" W, a distance of 250.42 feet to a point; thence running the following courses and distances: S 21° 53' 30" W, 23.60 feet; N 66° 18' 00" W, 3.98 feet; and S 23° 42' 00" W, 37.66 feet; thence running 30.03 feet Southeasterly along the arc of a curve having a radius of 2,415.70 feet to a point; thence running N 23° 42' 00" E, a distance of 38.98 feet to a point; thence running the following courses and distances: N 66° 18' 00" W, 6.01 feet; N 21° 53' 30" E, 24.91 feet; N 17° 59' 30" E, 249.87 feet; and N 68° 28' 15" W, 20.04 feet to the true point or place of beginning.

EXHIBIT B

LEGAL DESCRIPTION PHASE II

The land of Phase II consists of a single, contiguous parcel of land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of Mill Plain Road, Danbury (U.S. Route No. 6), which point marks the intersection of the most Southwesterly corner of land now or formerly of Mary A. Farwell, Hope F. Todd, and Faith F. Todd, and the most Southeasterly corner of land now or formerly of Westwood Associates, thence running N 42° 13' 21" E a distance of 31.36 feet to a point, thence running N 34° 28' 39" E a distance of 85.59 feet to a point, thence running N 41° 27' 14" E a distance of 37.20 feet to a point, thence running N 32° 33' 19" E a distance of 31.44 feet to a point, thence running N 39° 00' 47" E a distance of 179.60 feet to a point, thence running the following courses and distances: N 26° 36' 57" E, 104.31 feet; N 8° 19' 07" E, 88.20 feet; N 6° 39' 53" W, 82.26 feet; N 4° 06' 03" W, 100.59 feet; N 81° 21' 34" W, 73.77 feet; N 72° 31' 21" W, 13.25 feet; S 88° 25' 49" W, 3.95 feet; N 57° 21' 11" W, 5.51 feet; N 74° 34' 16" W, 8.29 feet; N 74° 11' 03" W, 116.32 feet; N 17° 46' 27" E, 20.24 feet; and N 66° 22' 43" W, 41.15 feet to a point, which point is the true point of beginning; thence running from said true point of beginning the following courses and distances: N 17° 49' 47" E, 45.09 feet; N 11° 41' 53" E, 23.49 feet; N 21° 35' 39" E, 15.24 feet; N 16° 31' 09" E, 75.82 feet; N 8° 34' 39" E, 24.46 feet; N 18° 57' 19" E, 12.48 feet; N 8° 28' 49" E, 15.06 feet; N 18° 21' 33" W, 122.59 feet; S 63° 08' 07" W, 28.41 feet; S 83° 39' 52" W, 14.64 feet; S 51° 47' 42" W, 20.97 feet; S 62° 38' 12" W, 48.21 feet; S 53° 37' 59" W, 15.83 feet; S 64° 46' 37" W, 24.14 feet; S 62° 02' 23" W, 11.37 feet; S 84° 29' 58" W, 10.01 feet; N 71° 40' 03" W, 93.07 feet; N 76° 39' 16" W, 7.65 feet; and S 36° 55' 40" W, 212.50 feet; thence running 37.45 feet Southwesterly along the arc of a curve having a radius of 70.00 feet to a point; thence running the following courses and distances: S 72° 00' 00" W, 24.88 feet; S 2° 50' 21" W, 47.00 feet; S 87° 09' 39" E, 55.00 feet; S 51° 14' 20" E, 126.66 feet; and S 19° 53' 32" W, 13.19 feet; thence running 75.30 feet Southeasterly along the arc of a curve having a radius of 365.00 feet to a point; thence running the following courses and distances: S 58° 16' 00" E, 16.03 feet; N 33° 57' 03" E, 39.87 feet; N 16° 30' 00" E, 95.21 feet; S 73° 30' 00" E, 83.70 feet; N 16° 30' 00" E, 7.50 feet; and N 71° 59' 07" E, 37.94 feet to the true point or place of beginning.

EXHIBIT D

LEGAL DESCRIPTION OF PHASE III

The land of Phase III consists of a single, contiguous parcel of land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of Mill Plain Road, Danbury (U.S. Route No. 6), which point marks the intersection of the most Southwesterly corner of land now or formerly of Mary A. Farwell, Hope F. Todd, and Faith F. Todd, and the most Southeasterly corner of land now or formerly of Westwood Associates, thence running N 42° 13' 21" E a distance of 31.36 feet to a point, thence running N 34° 28' 39" E a distance of 85.59 feet to a point, thence running N 41° 27' 14" E a distance of 37.20 feet to a point, thence running N 32° 33' 19" E a distance of 31.44 feet to a point, thence running N 39° 00' 47" E a distance of 145.00 feet to a point, thence running N 68° 28' 15" W a distance of 520.70 feet to a point, thence running N 21° 46' 00" E a distance of 35.00 feet to a point which point is the true point of beginning; running thence from said true point of beginning 122.31 feet Westerly along the arc of a curve having a radius of 150.00 feet to a point; thence running the following courses and distances: N 62° 51' 20" W. 147.82 feet; N 68° 02' 55" W. 106.23 feet; N. 36° 56' 54" E. 66.70 feet; N. 47° 49' 39" E. 11.94 feet; N. 33° 17' 24" E. 33.50 feet; N. 38° 56' 25" E. 22.49 feet; N. 36° 32' 15" E. 158.25 feet; N. 31° 08' 39" E. 22.50 feet; N. 42° 05' 19" E. 10.87 feet; N. 34° 54' 49" E. 31.10 feet; N. 36° 54' 19" E. 49.08 feet; N. 43° 48' 22" E. 5.43 feet; N. 40° 50' 57" E. 168.22 feet; S. 37° 30' 42" E. 41.97 feet; S. 50° 53' 57" E. 17.72 feet; S. 76° 39' 16" E. 11.59 feet; S. 36° 55' 40" W. 212.50 feet; thence running 37.45 feet southwesterly along the arc of a curve having a radius of 70.00 feet to a point; thence running the following courses and distances: S. 72° 00' 00" W. 24.88 feet; S. 2° 50' 21" W. 47.00 feet; S. 87° 09' 39" E. 55.00 feet; S. 51° 14' 20" E. 126.66 feet; S. 19° 53' 32" W. 13.19 feet; thence running 75.30 feet southeasterly along the arc of a curve having a radius of 365.00 feet to a point; thence running the following courses and distances: S. 58° 16' 00" E. 16.03 feet; S. 33° 57' 03" W. 57.61 feet; N. 68° 14' 00" W. 52.00 feet; and S. 21° 46' 00" W. 113.54 feet to the true point or place of beginning.

EXHIBIT E

LEGAL DESCRIPTION OF PHASE IV

The land of Phase IV consists of a single, contiguous parcel of land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of an abandoned highway known as Old Mill Plain Road, which point marks the intersection of the Southwesterly corner of land now or formerly of Kurt H. Bissing and Monika B. Bissing, and the Southeasterly corner of land now or formerly of Viola C. Marsh, thence running N 30° 52' 52" E a distance of 26.67 feet to a point, thence running N 36° 22' 00" E a distance of 117.84 feet to a point, thence running N 26° 43' 00" E a distance of 13.55 feet to a point, thence running N 37° 26' 00" E a distance of 44.54 feet to a point, thence running N 37° 26' 00" E a distance of 15.80 feet to a point, thence running N 53° 00' 00" W a distance of 210.33 feet to a point, thence running N 15° 30' 15" E a distance of 250.70 feet to a point, which point is the true point of beginning; running thence from said true point of beginning the following courses and distances: S 64° 00' 00" E, 516.48 feet; N 36° 54' 19" E, 37.13 feet; N 43° 48' 22" E, 5.43 feet; N 40° 50' 57" E, 168.22 feet; N 26° 04' 17" W, 19.28 feet; N 32° 58' 10" W, 45.87 feet; N 0° 34' 40" E, 19.01 feet; N 8° 30' 20" E, 32.70 feet; N 13° 14' 55" E, 104.12 feet; S 87° 31' 10" W, 149.84 feet; N 84° 00' 50" W, 21.90 feet; N 81° 49' 50" W, 151.13 feet; N 88° 48' 50" W 16.10 feet; N 82° 28' 50" W 77.72 feet; N 78° 58' 50" W, 12.48 feet; N 82° 17' 50" W 50.06 feet; N 83° 16' 50" W 31.88 feet; N 75° 01' 50" W 35.00 feet; N 80° 00' 50" W 0.74 feet; S 15° 30' 15" W 200.00 feet to the true point or place of beginning.

EXHIBIT G

LEGAL DESCRIPTION OF PHASE V

The land of Phase V consists of a single, contiguous parcel of land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of an abandoned highway known as Old Mill Plain Road, which point marks the intersection of the Southwesterly corner of land now or formerly of Kurt H. Bissing and Monika B. Bissing, and the Southeasterly corner of land now or formerly of Viola C. Marsh, thence running N 30° 52' 52" E a distance of 26.67 feet to a point, thence running N 36° 22' 00" E a distance of 117.84 feet to a point, thence running N 26° 43' 00" E a distance of 13.55 feet to a point, thence running N 37° 26' 00" E a distance of 44.54 feet to a point, which point is the true point of beginning; running thence from said true point of beginning N 37° 26' 00" E a distance of 15.80 feet to a point; thence running the following courses and distances: N 53° 00' 00" W, 210.33 feet; N 15° 30' 15" E, 250.70 feet; S 64° 00' 00" E, 516.48 feet; S 36° 54' 19" W, 11.95 feet; S. 34° 54' 49" W. 31.10 feet; S. 42° 05' 19" W. 10.87 feet; S. 31° 08' 39" W. 22.50 feet; S. 36° 32' 15" W. 158.25 feet; S. 38° 56' 25" W. 22.49 feet; S. 33° 17' 24" W. 33.50 feet; S. 47° 49' 39" W. 11.94 feet; S. 36° 56' 54" W. 20.26 feet; N. 59° 55' 10" W. 209.38 feet; to the true point or place of beginning.

EXHIBIT H

LEGAL DESCRIPTION OF PHASE VI

The land of Phase VI consists of a single, contiguous parcel of land described as follows:

Starting at a point on the Northerly side of Mill Plain Road, Danbury (U.S. Route No. 6), which point marks the intersection of the most Southwesterly corner of land now or formerly of Mary A. Farwell, Hope F. Todd, and Faith F. Todd, and the most Southeasterly corner of land now or formerly of Westwood Associates, which point is the true point of beginning; running thence from said true point of beginning 94.53 feet Northwesterly along the arc of a curve having a radius of 2,415.70 feet to a point; thence running N 67° 09' 50" W, a distance of 78.44 feet to a point; thence running N 22° 38' 23" E, a distance of 6.76 feet to a point; thence running 64.55 feet along the arc of a curve having a radius of 2,415.70 feet to a point; thence running the following courses and distances: N 18° 54' 30" E, a distance of 132.31 feet; N 71° 05' 30" W, 50.00 feet; N 18° 54' 30" E, 162.76 feet; S 68° 28' 15" E, 392.45 feet; S 39° 00' 47" W, 145.00 feet; S 32° 33' 19" W, 31.44 feet; S 41° 27' 14" W, 37.20 feet; S 34° 28' 39" W, 85.59 feet; and S 42° 13' 21" W, 31.36 feet to the true point or place of beginning.

EXHIBIT I

LEGAL DESCRIPTION OF PHASE VII

The land of Phase VII consists of a single, contiguous parcel of land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of Mill Plain Road, Danbury (U.S. Route No. 6), which point marks the intersection of the most Southwesterly corner of land now or formerly of Mary A. Farwell, Hope F. Todd, and Faith F. Todd, and the most Southeasterly corner of land now or formerly of Westwood Associates, thence running N 42° 13' 21" E a distance of 31.36 feet to a point, thence running N 34° 28' 39" E a distance of 85.59 feet to a point, thence running N 41° 27' 14" E a distance of 37.20 feet to a point, thence running N 32° 33' 19" E a distance of 31.44 feet to a point, thence running N 39° 00' 47" E a distance of 145.00 feet to a point, thence running N 68° 28' 15" W a distance of 392.45 feet to a point, which point is the true point of beginning; running thence from said true point of beginning, N 68° 28' 15" W, a distance of 176.12 feet to a point; thence running the following courses and distances: S 77° 00' 00" W, 43.00 feet; S 31° 00' 00" W, 73.00 feet; S 9° 55' 00" W, 155.43 feet; S 58° 38' 13" E, 210.85 feet; thence running 48.60 feet Southeasterly along the arc of a curve having a radius of 2,415.70 feet to a point; thence running the following courses and distances: N 18° 54' 30" E, 132.31 feet; N 71° 05' 30" W, 50.00 feet; thence running N 18° 54' 30" E a distance of 162.76 feet to a point, which point is the true point or place of beginning.

EXHIBIT J

LEGAL DESCRIPTION OF PHASE VIII

The land of Phase VIII consists of a single, contiguous parcel of land described as follows:

Commencing at a true point of beginning, which is determined as follows:

Starting at a point on the Northerly side of Mill Plain Road, Danbury (U.S. Route No. 6), which point marks the intersection of the most Southwesterly corner of land now or formerly of Mary A. Farwell, Hope F. Todd, and Faith F. Todd, and the most Southeasterly corner of land now or formerly of Westwood Associates, thence running N 42° 13' 21" E a distance of 31.36 feet to a point, thence running N 34° 28' 39" E a distance of 85.59 feet to a point, thence running N 41° 27' 14" E a distance of 37.20 feet to a point, thence running N 32° 33' 19" E a distance of 31.44 feet to a point, thence running N 39° 00' 47" E a distance of 145.00 feet to a point, thence running N 68° 28' 15" W a distance of 520.70 feet to a point, thence running N 21° 46' 00" E a distance of 35.00 feet to a point, thence running 122.31 feet Westerly along the arc of a curve having a radius of 150.00 feet to a point, which point is the true point of beginning; running thence from said true point of beginning N. 62° 51' 20" W. a distance of 147.82 feet to a point; thence running the following courses and distances: S. 35° 47' 34" W. 46.66 feet; S. 39° 46' 40" W. 56.68 feet; S. 38° 33' 25" W. 103.52 feet; S. 50° 08' 13" E. 122.44 feet; S. 76° 56' 10" E. 65.02 feet; N. 28° 32' 20" E. 94.17 feet; N 13° 34' 40" E. 30.81 feet; N 33° 34' 49" E. 90.53 feet to the point or place of beginning.

(

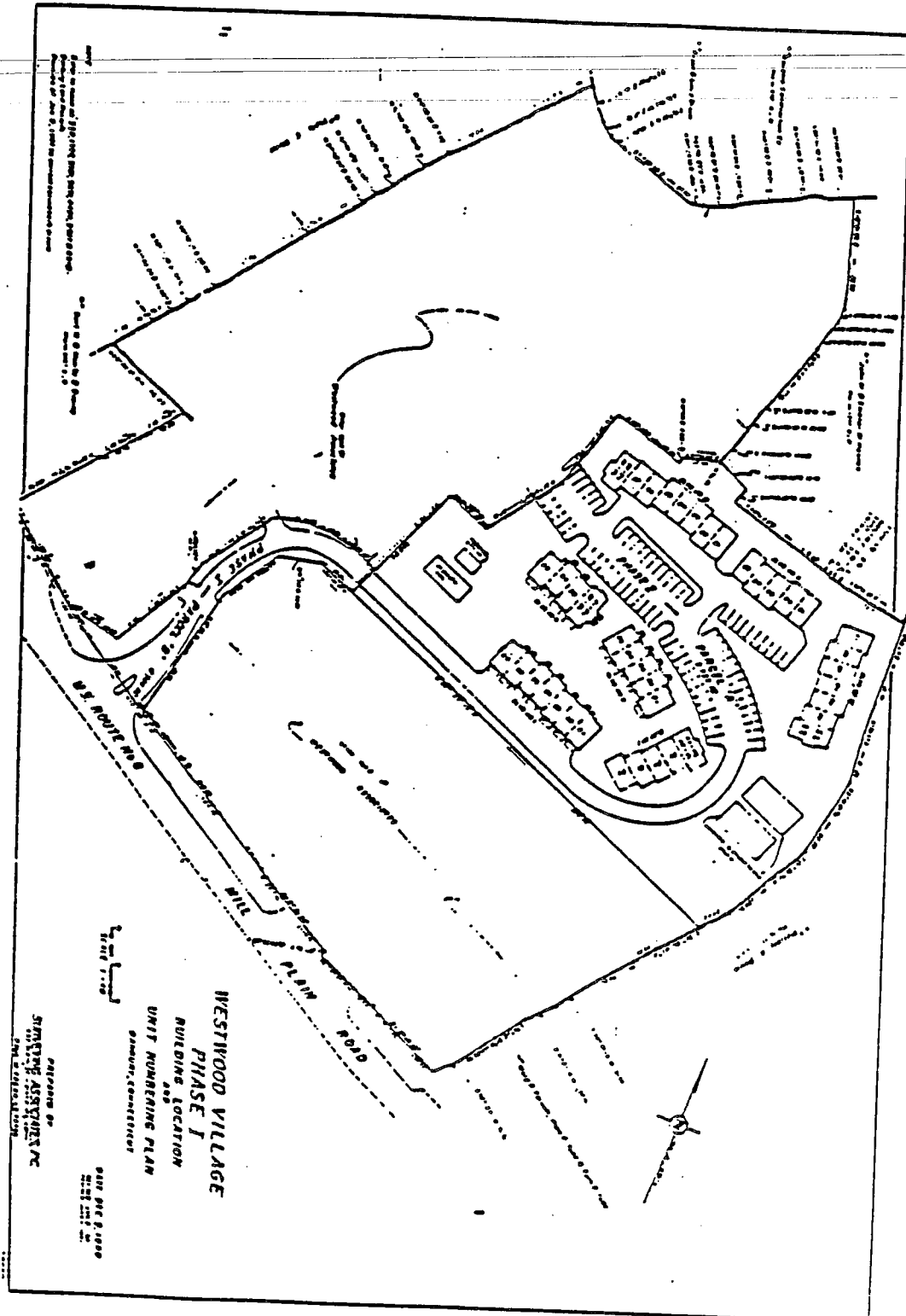


EXHIBIT K-II

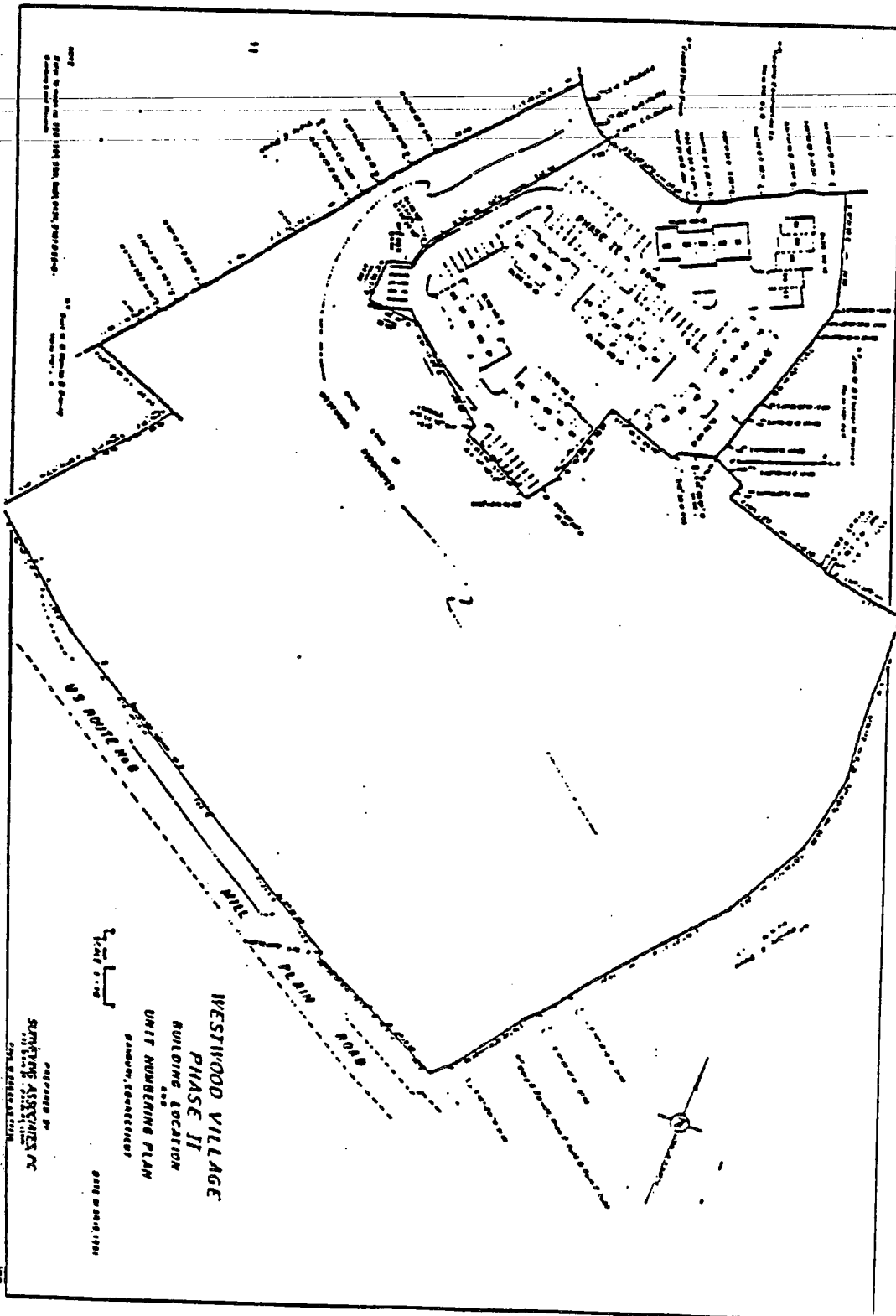
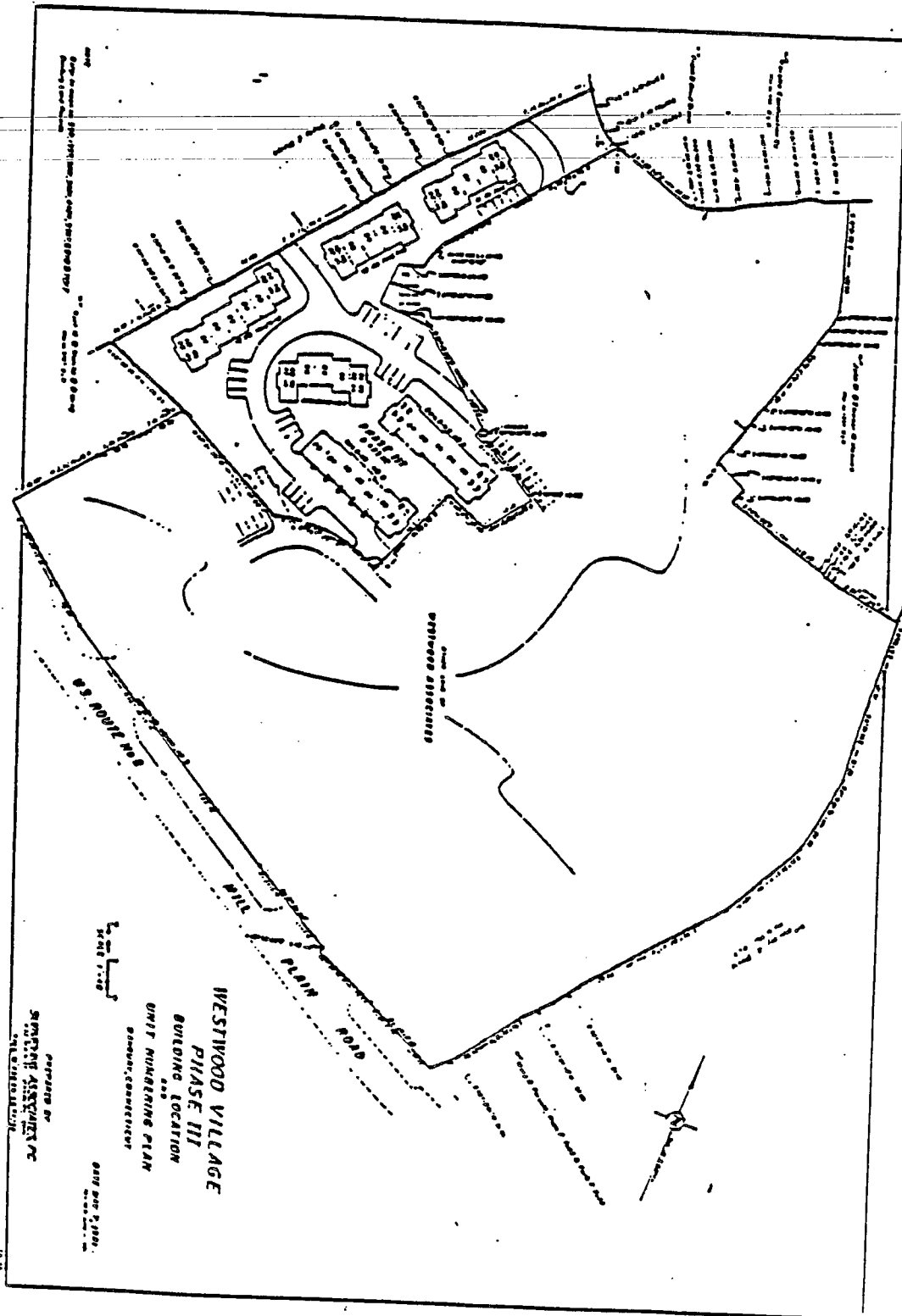
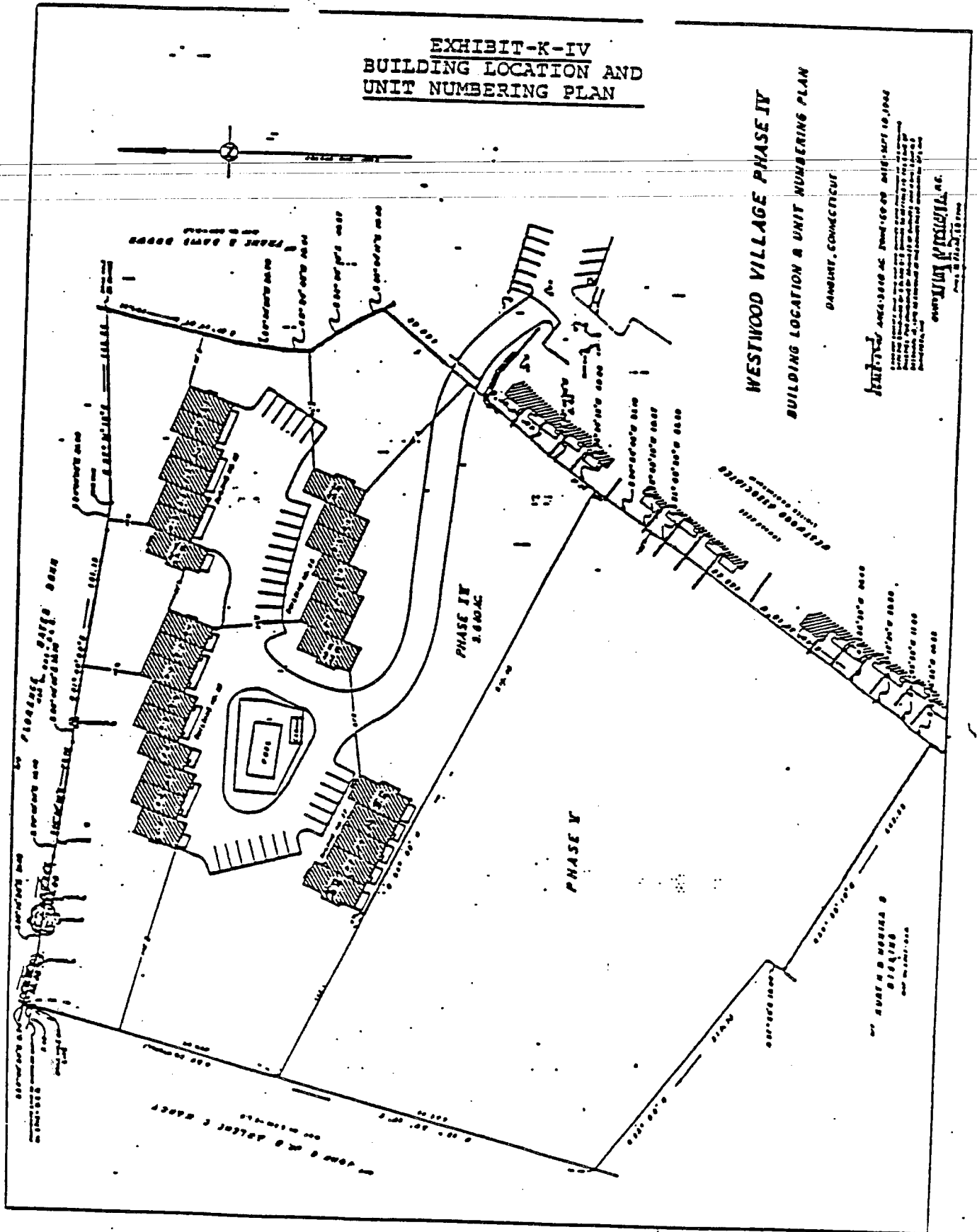


EXHIBIT K - III



**EXHIBIT-K-IV
BUILDING LOCATION AND
UNIT NUMBERING PLAN**



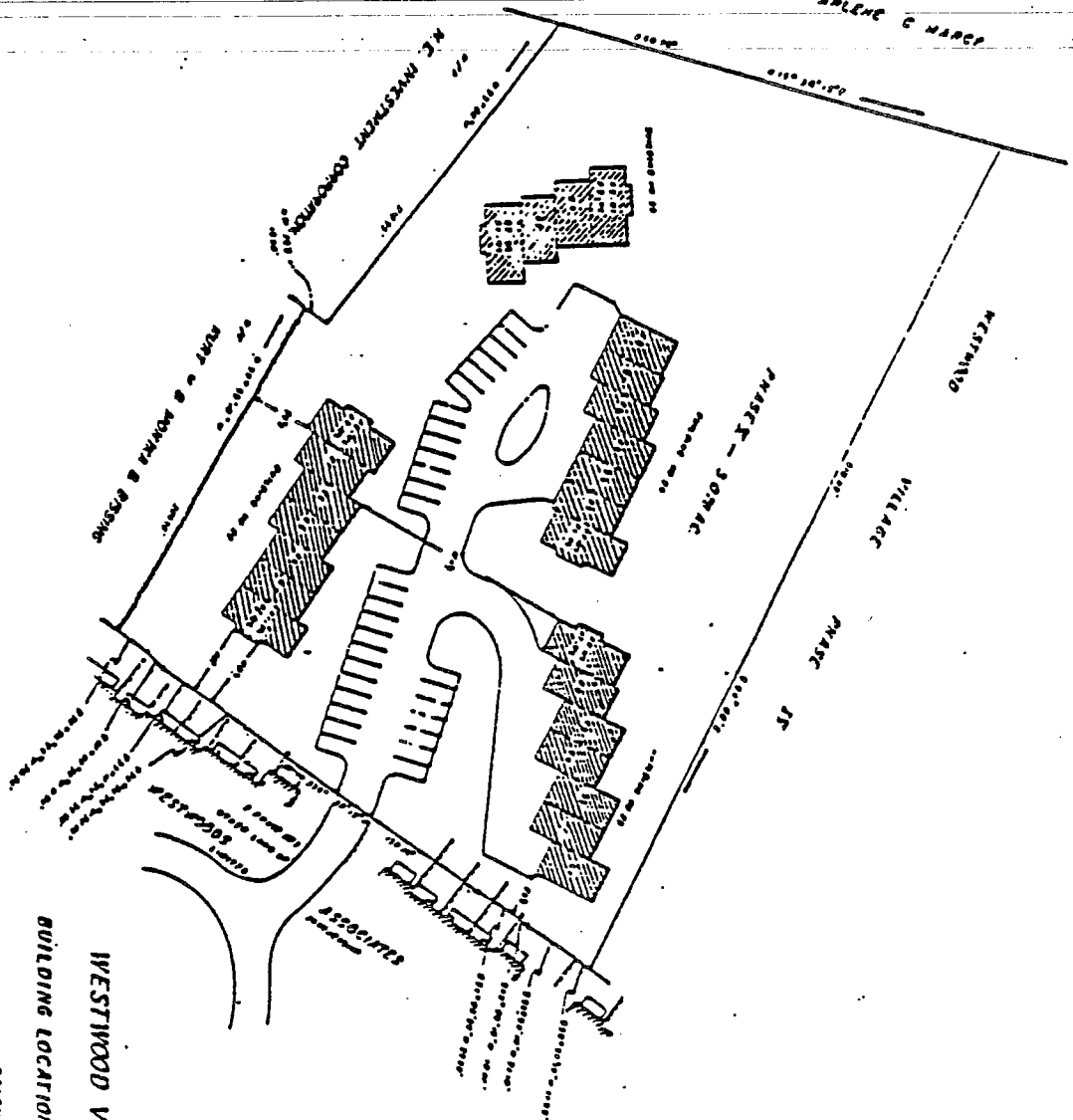
WESTWOOD VILLAGE PHASE IV
BUILDING LOCATION & UNIT NUMBERING PLAN

DANBURY, CONNECTICUT

PREPARED BY: **WILLIAM H. HARRIS & SONS, INC.**
100 WEST STREET, DANBURY, CT 06820
TELEPHONE: 799-1234
FAX: 799-5678
E-MAIL: WHH@WHHSO.COM
WWW.WHHSO.COM

DATE: 10/10/00
BY: [Signature]

JOHN E JR & MARLENE E MARCH



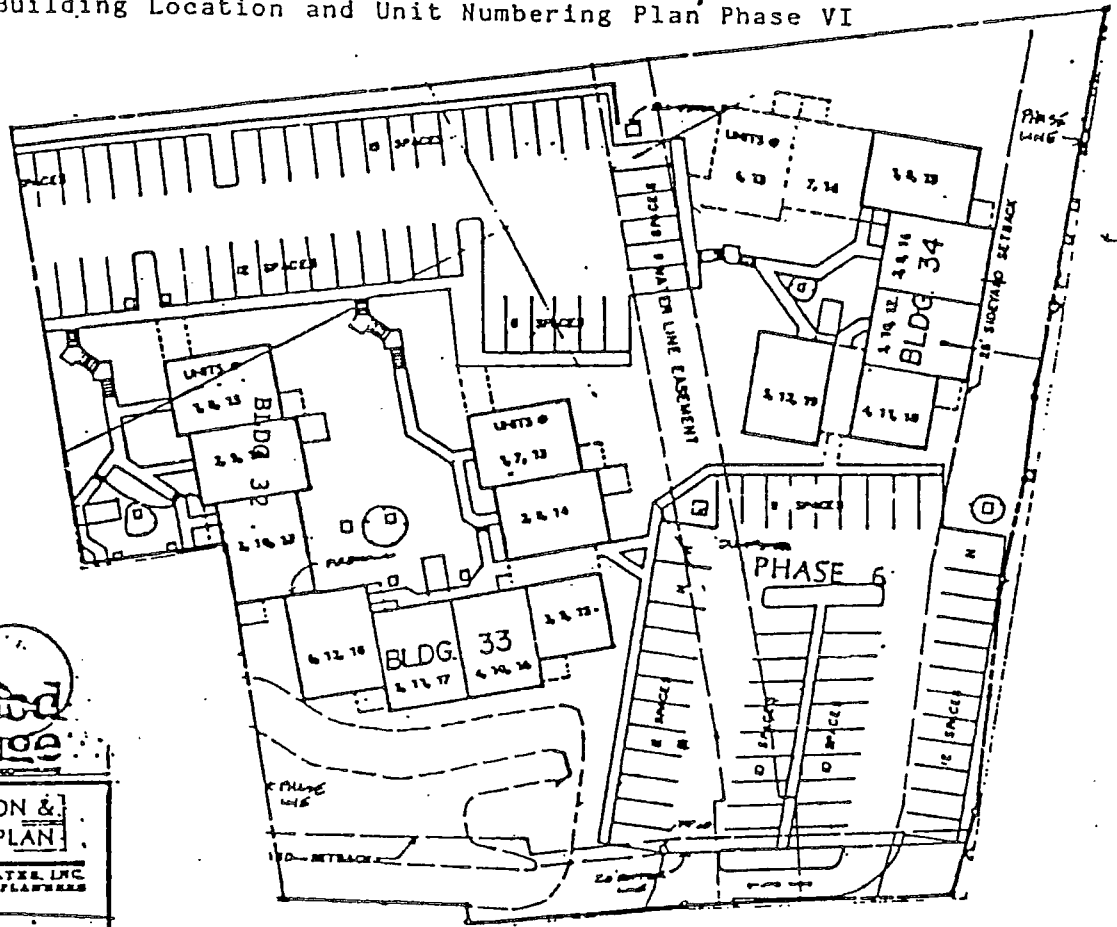
**WESTWOOD VILLAGE PHASE X
BUILDING LOCATION & UNIT NUMBERING PLAN**

DANIEL, CONNOR

STATIONER & PRINTER
WILLIAM P. GILBERT
 107 N. 3rd St., St. Paul, Minn.

EXHIBIT K-VI

Building Location and Unit Numbering Plan Phase VI



Westwood Village
A COMMUNITY DEVELOPMENT PROJECT

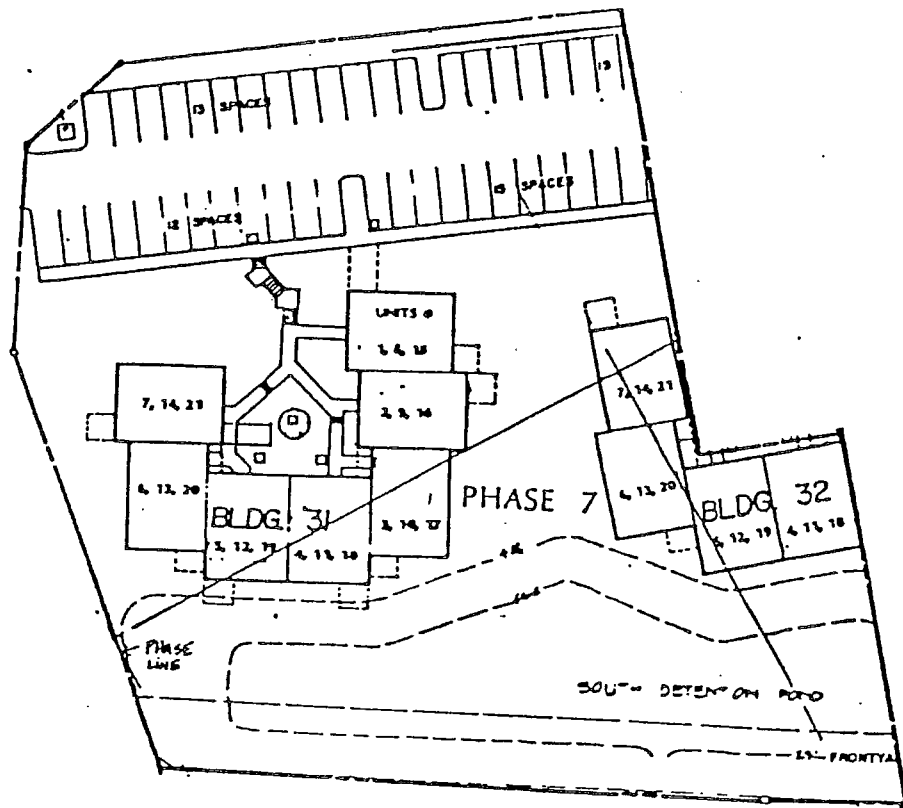
BUILDING LOCATION & UNIT NUMBERING PLAN	
ZANE YOST & ASSOCIATES, INC. ARCHITECTS FLANNERY	
BRIDGEPORT, CT. (203) 266-8788	
SCALE: 1/8" = 1'-0"	SP. 1
DRAWN: JG	
CHECKED: JG	
DATE: 14 JULY 04	



PHASE VI
BUILDING LOCATION & UNIT NUMBERING PLAN

EXHIBIT K-VII

Building Location and Unit Numbering Plan Phase VII



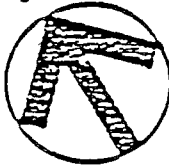
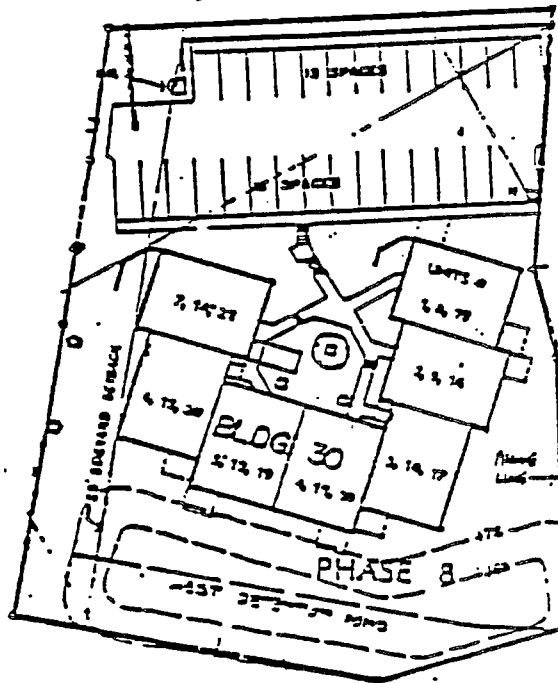
**Westwood
Village**
A COMMUNITY DEVELOPMENT PROJECT

BUILDING LOCATION & UNIT NUMBERING PLAN	
ZANE TOST & ASSOCIATES, INC. ARCHITECTS PLANNERS	
BRIDGEPORT, CT. (802) 886-8888	
SCALE: 1"=40'-0"	SP.1
DRAWN: JS	
CHECKED: J	
DATE: 26 JULY '84	

SCALE 1"=40'-0"

EXHIBIT K-VIII

Building Location and Unit Numbering Plan Phase VIII



BUILDING LOCATION & UNIT NUMBERING PLAN

SCALE 1"=40'

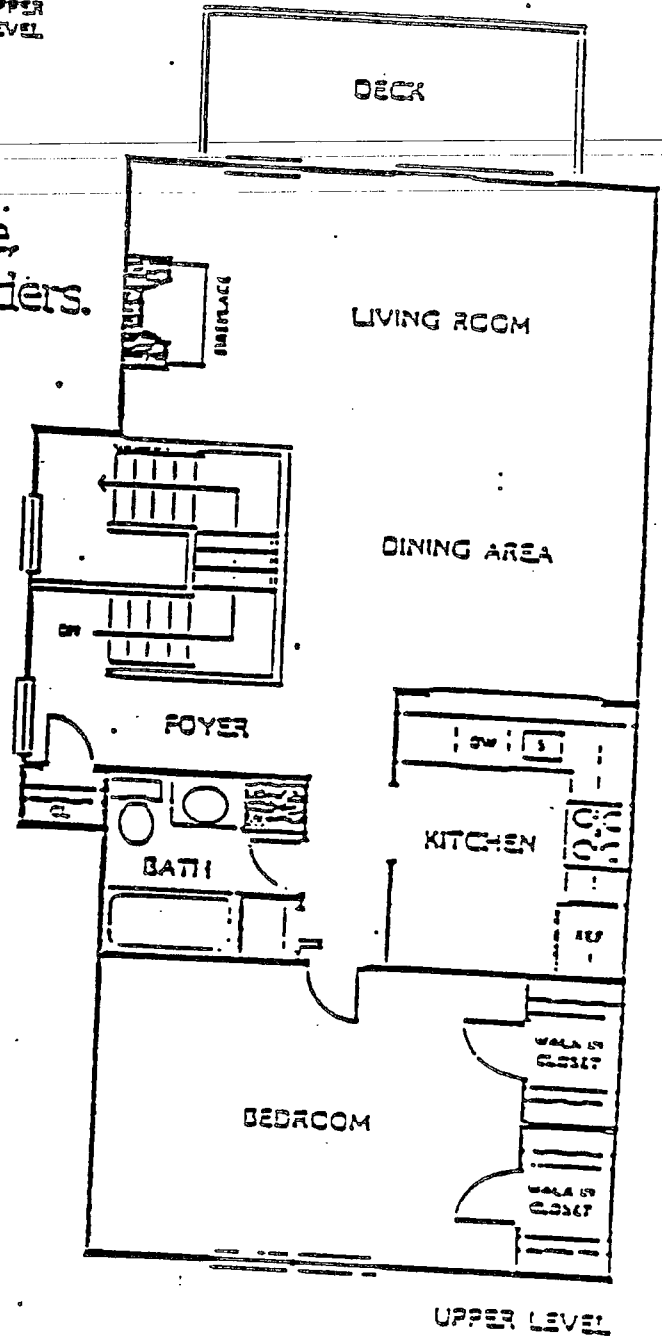
Westwood
Village

BUILDING LOCATION & UNIT NUMBERING PLAN	
ZARE TOST & ASSOCIATES, INC. ARCHITECTS PLANNERS	
BRIDGEPORT, CT. (DATE 2-2-77)	
DESIGNED BY	SP. 1
DRAWN BY	
CHECKED BY	
DATE 26 JULY 80	

EXHIBIT M

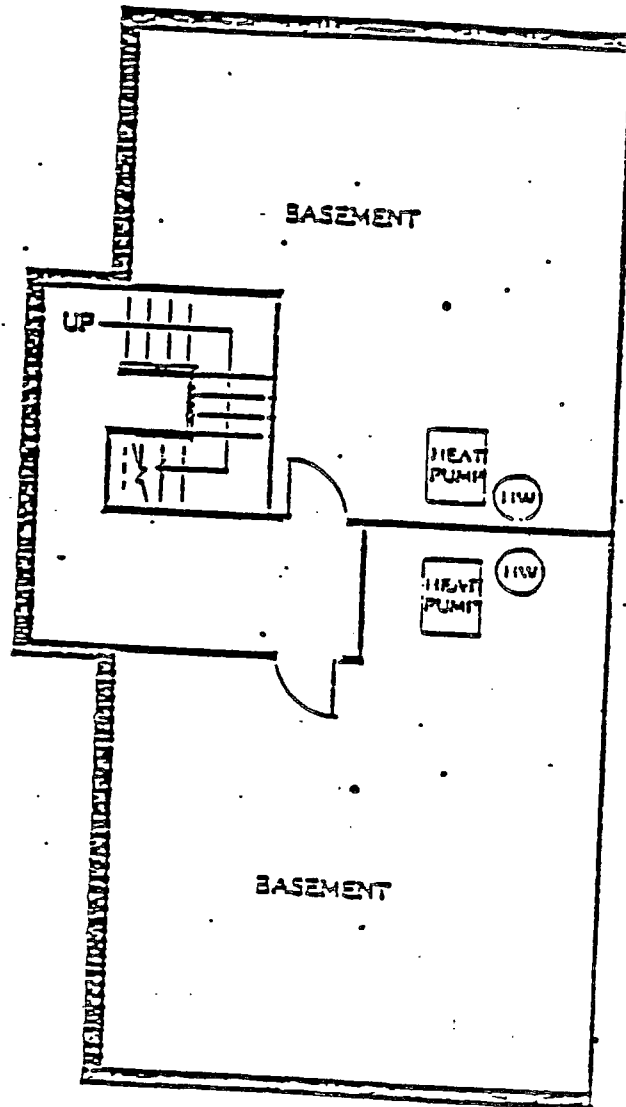
the Avalon II ^{UPPER LEVEL}

1 bedroom, bath,
modern kitchen,
wood-burning fireplace,
cantilever deck with sliders.



Westwood Village
A COLONY OF HILLSIDE CONDOMINIUMS
... with ever changing views
of the lake & mountains

EXHIBIT N



AVALON
UNIT 'A'
BASEMENT LEVEL

the Avalon II ^{UPPER LEVEL} A

1 bedroom, bath,
modern kitchen,
wood-burning fireplace,
cantilever deck with sliders.

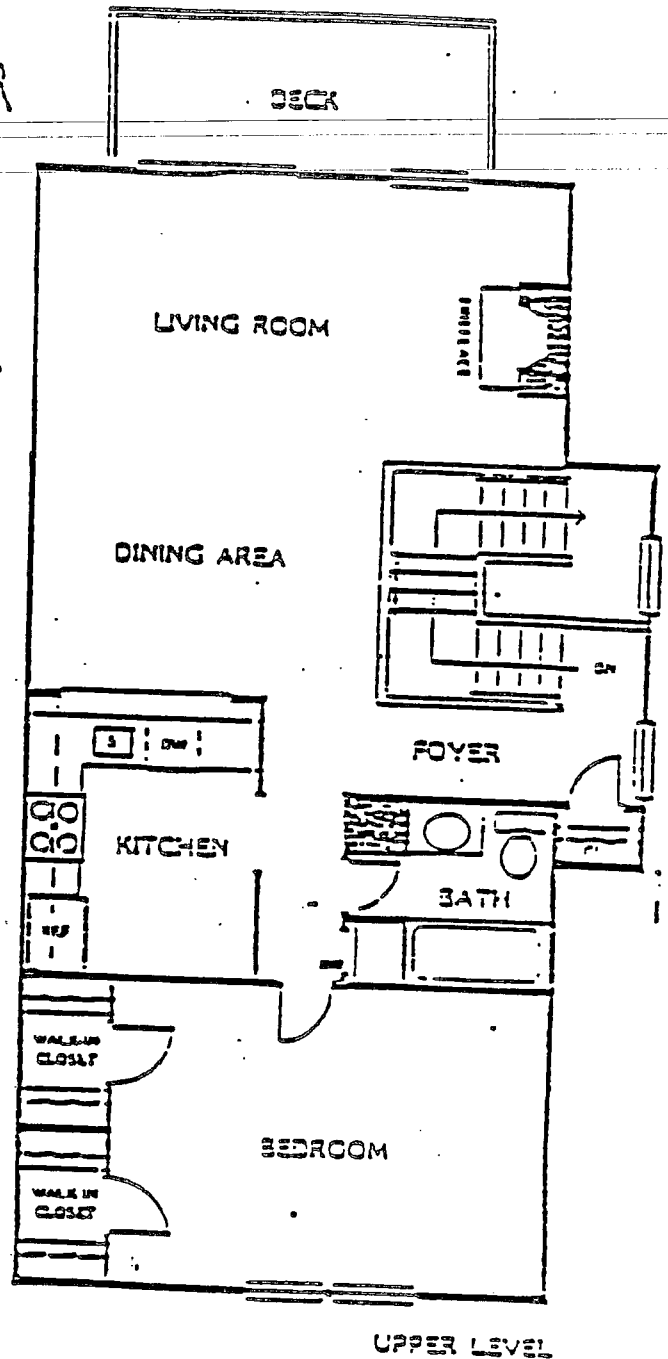
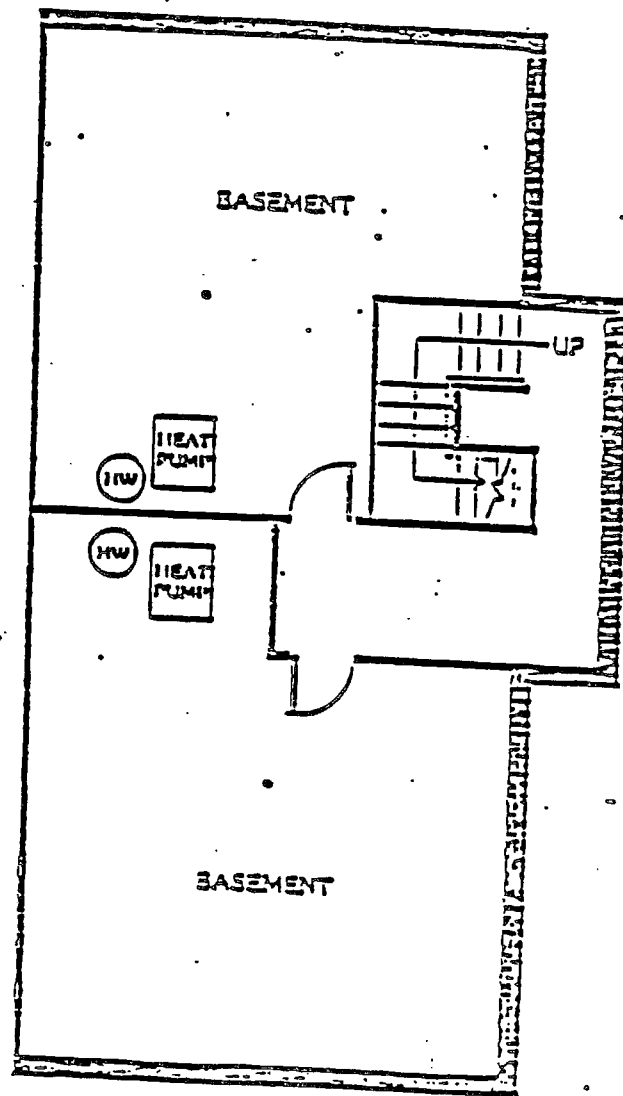
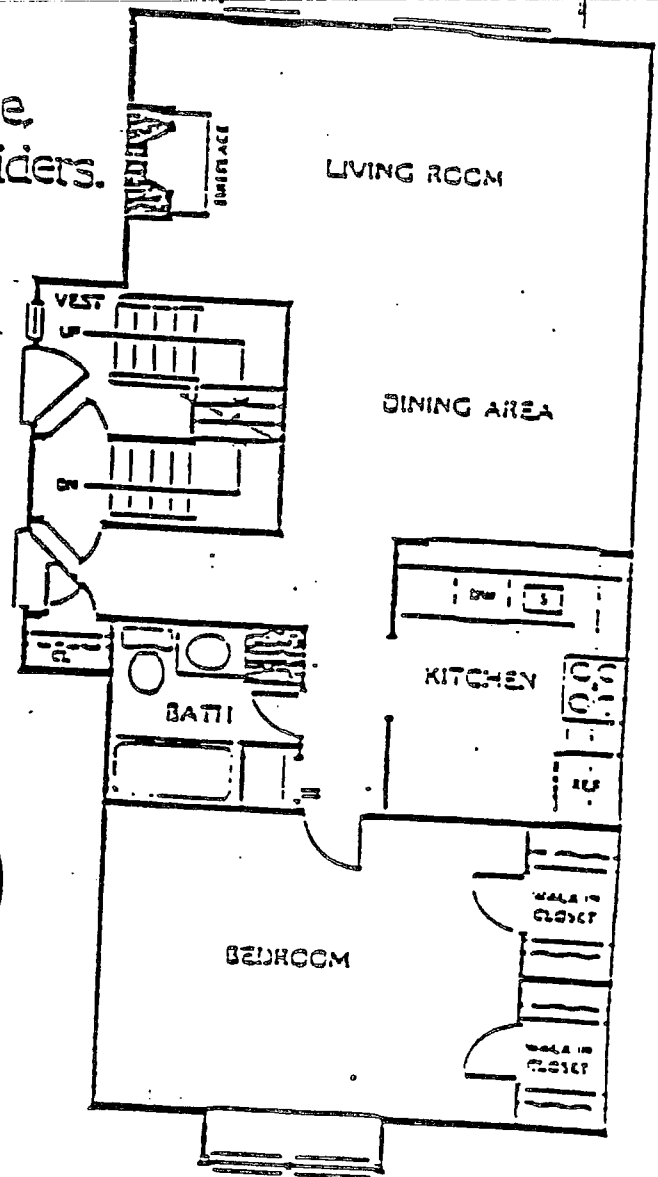



EXHIBIT 2



AVALON
UNIT 'A'-R
BASEMENT LEVEL

11-11-11



MAIN LIST



Westwood Village

A COLONY OF HILLSIDE CONDOMINIUMS
... with ever changing views of the low seasons

EXHIBIT A

the Avalon 1 MAIN LEVEL R

1 bedroom, bath,
modern kitchen,
wood-burning fireplace,
cantilever deck with sliders.

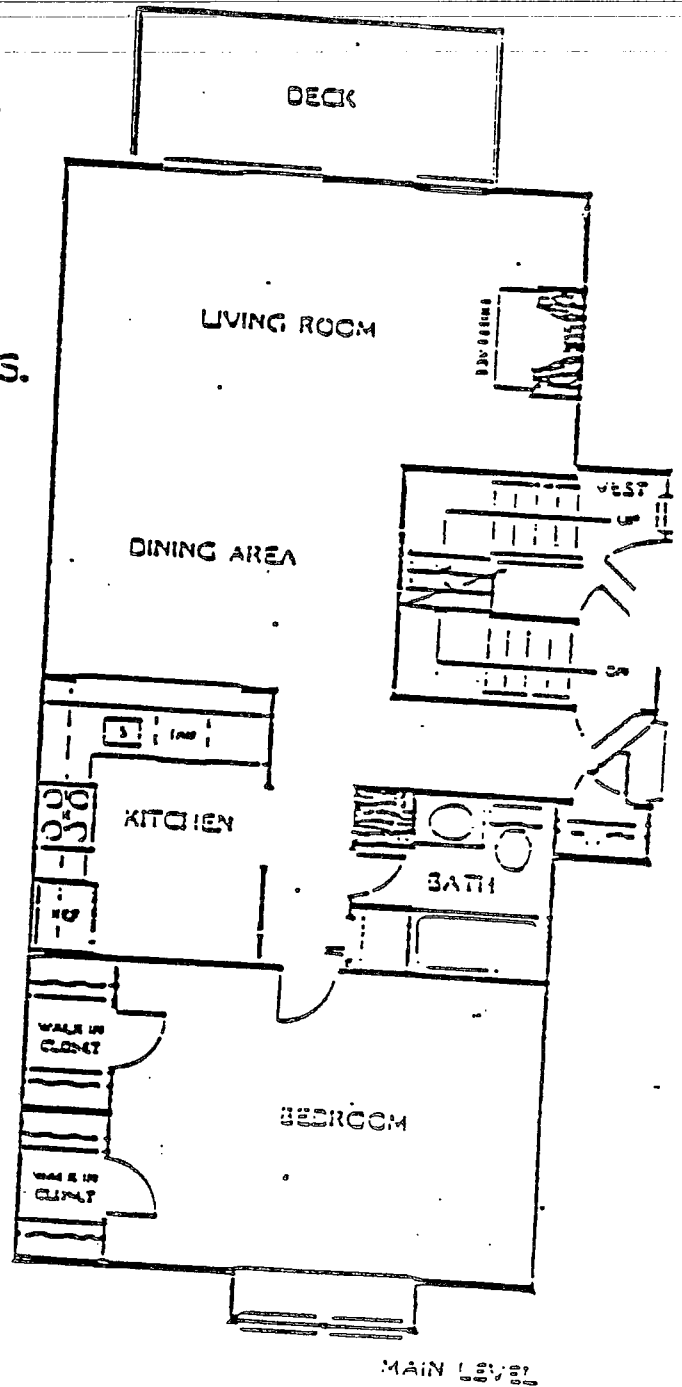


EXHIBIT 3

the Buckingham

2 bedroom townhouse, 1 1/2 baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.

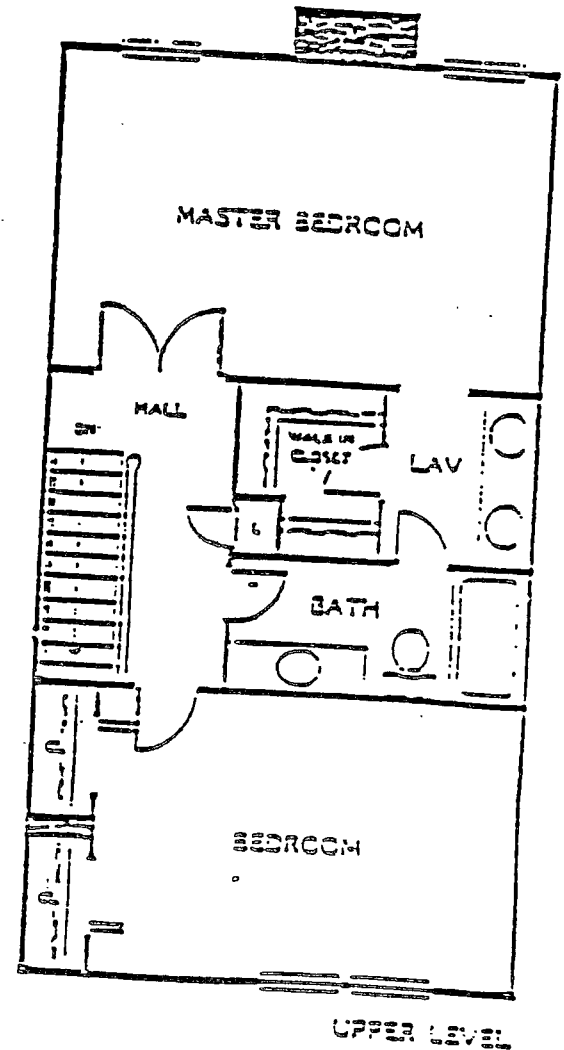
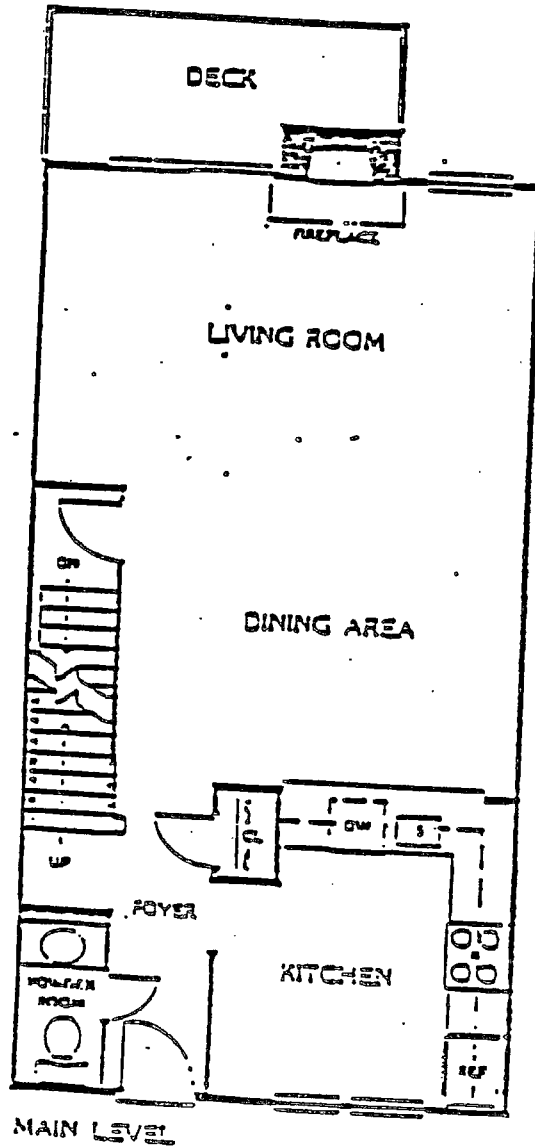
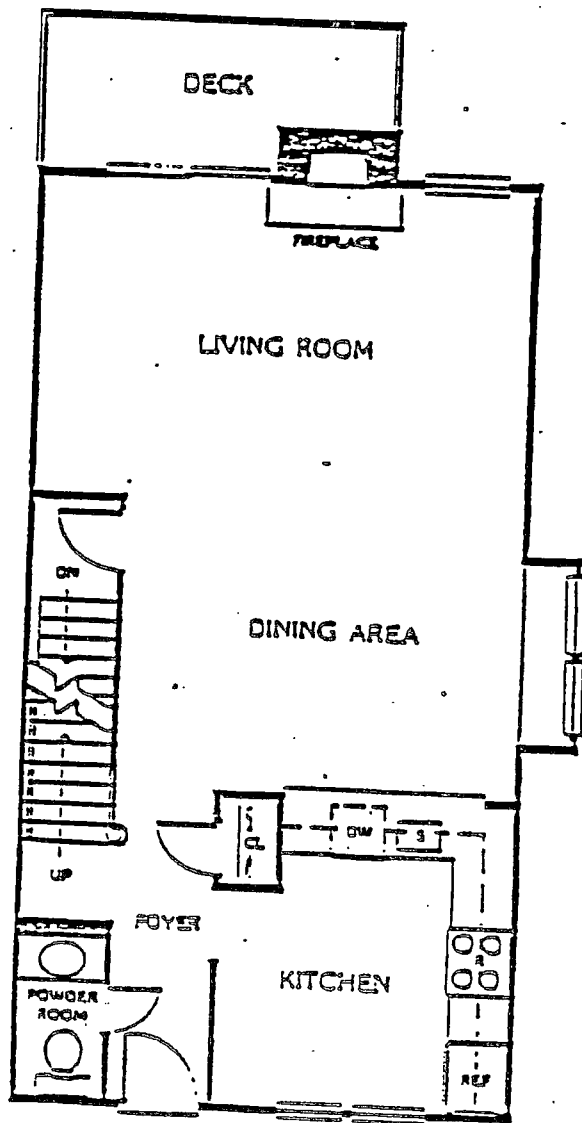


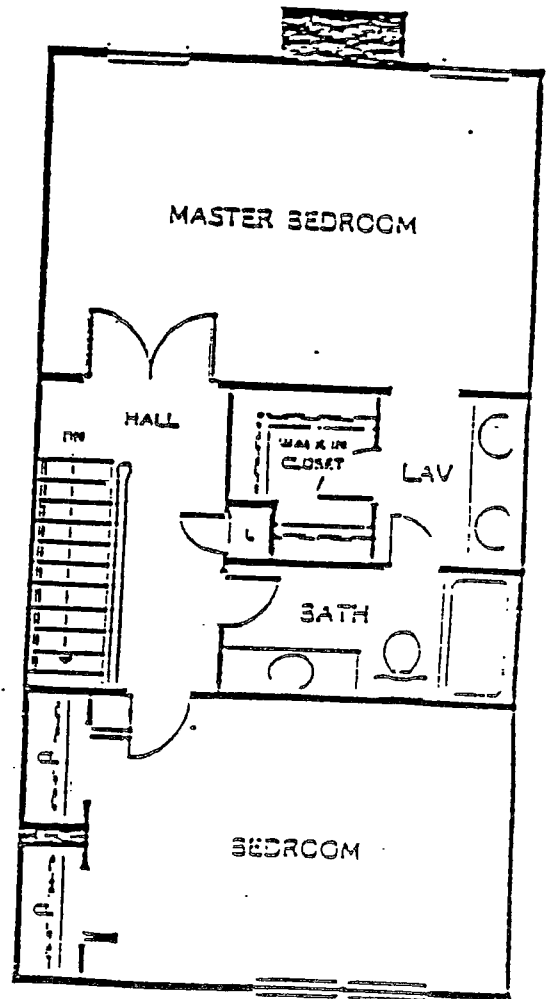
EXHIBIT S-W

the Buckingham - W

2 bedroom townhouse, 1 1/2 baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.

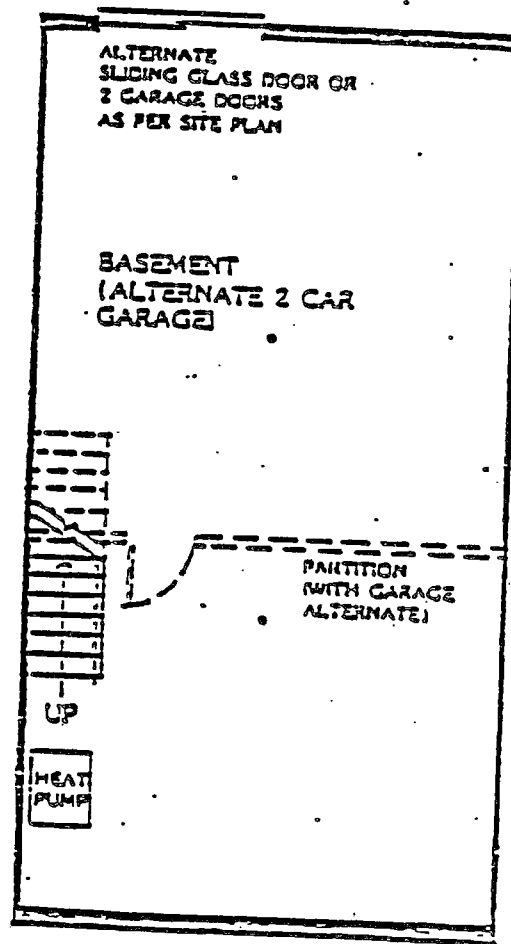


MAIN LEVEL



UPPER LEVEL

EXHIBIT 2

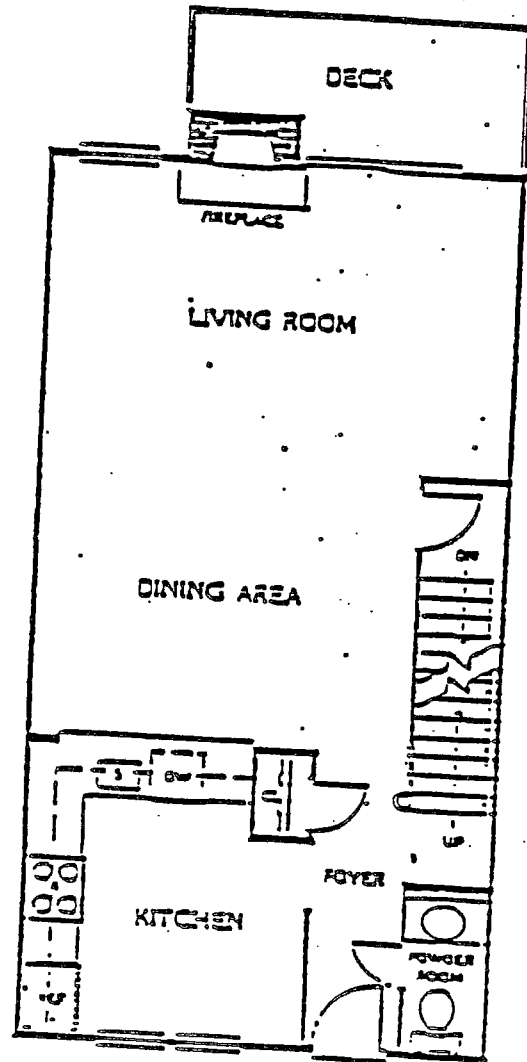


BUCKINGHAM
UNIT 'B'
BASEMENT LEVEL

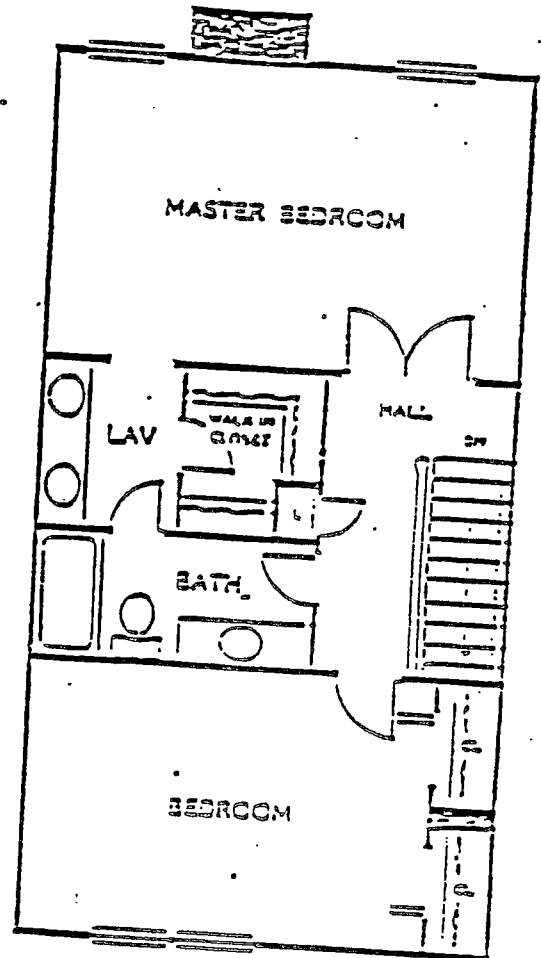
EXHIBIT U

the Buckingham - R

2 bedroom townhouse, 1 1/2 baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.



MAIN LEVEL



UPPER LEVEL

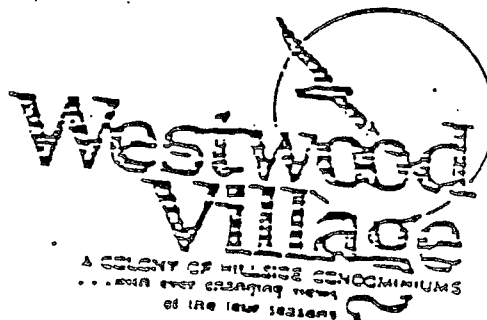
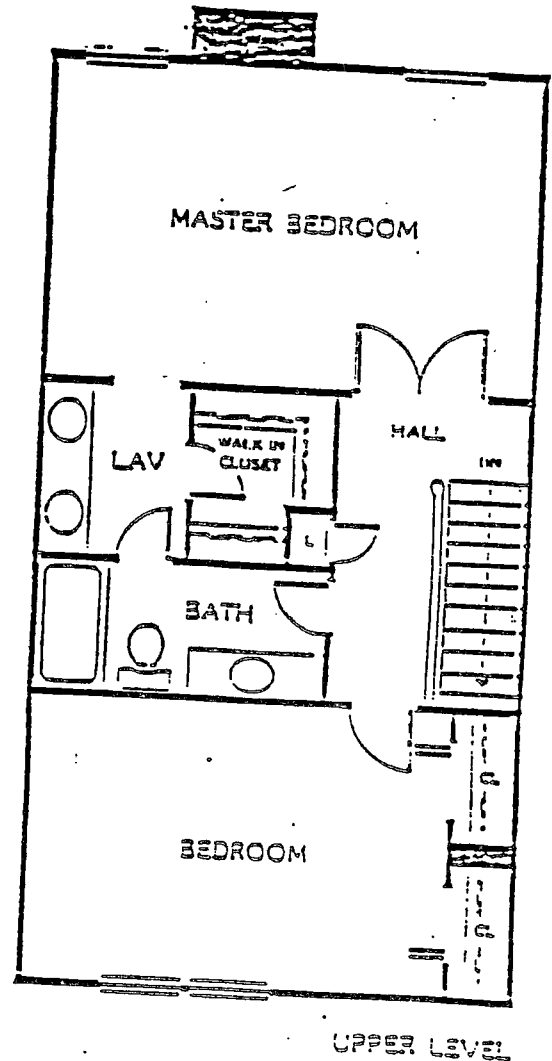
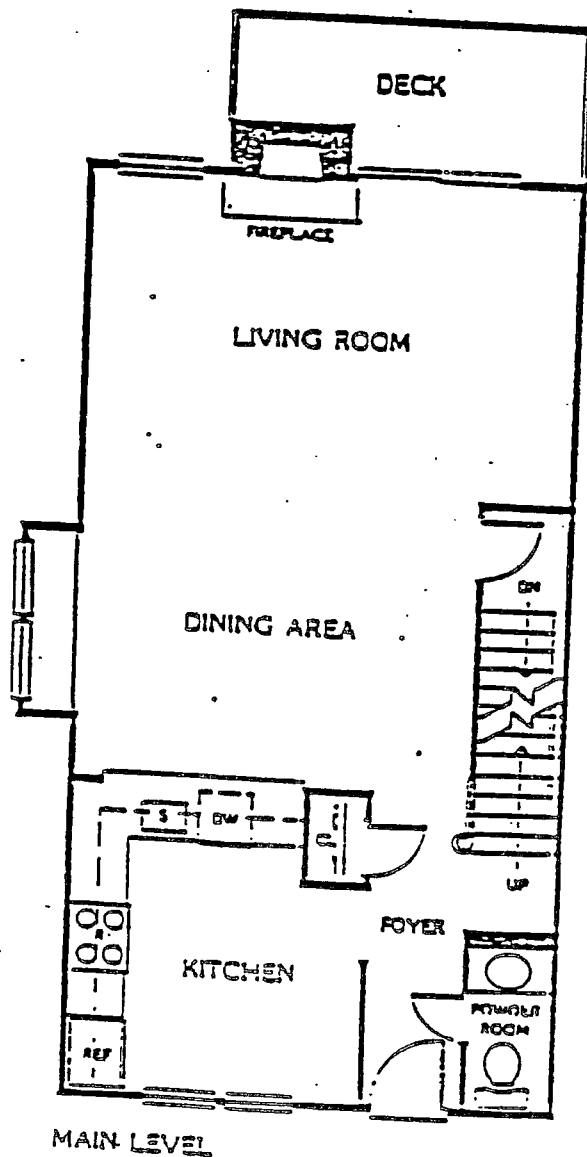


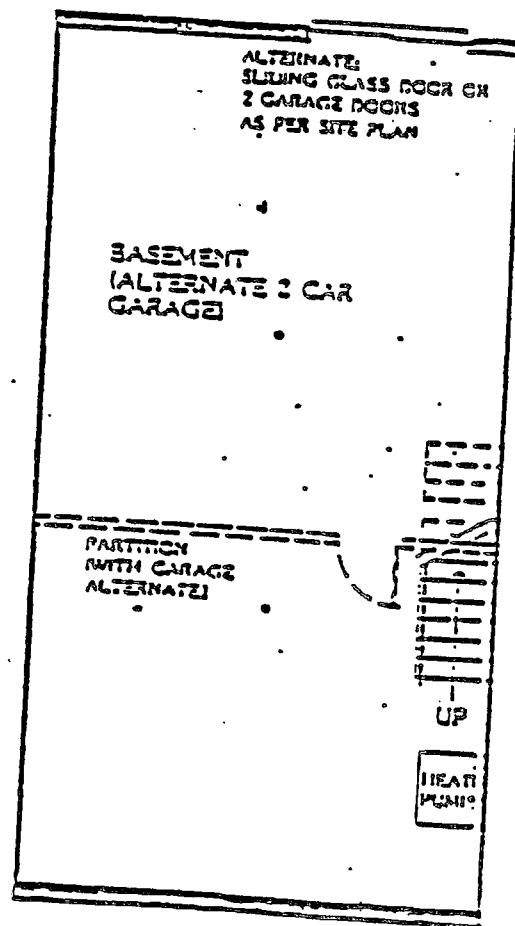
EXHIBIT U-W

the Buckingham - RW

2 bedroom townhouse, 1 1/2 baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.



BASEMENT V

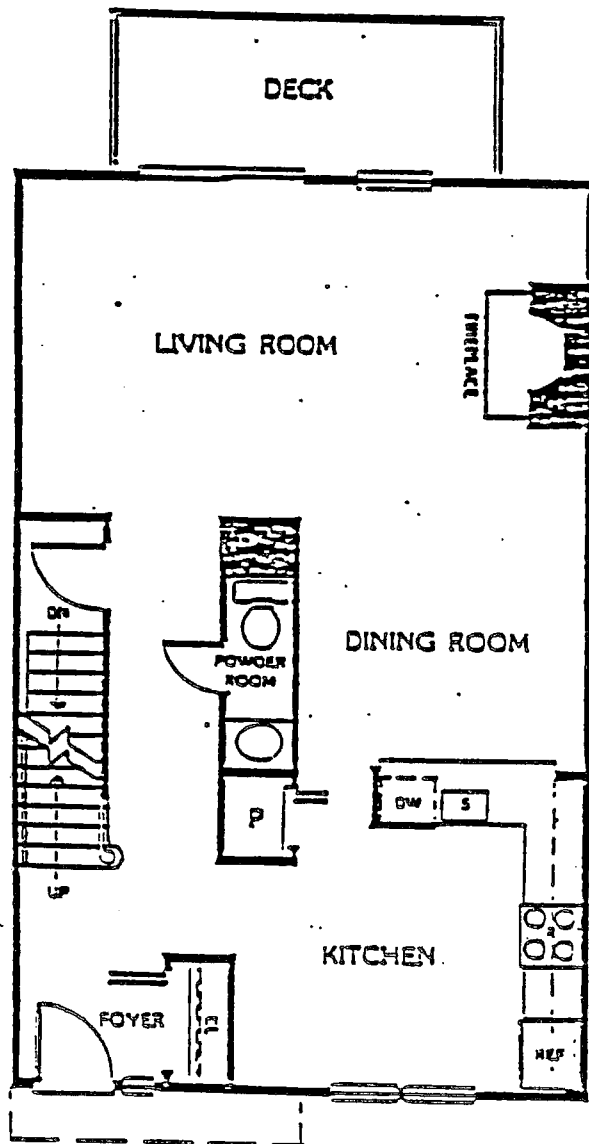


BUCKINGHAM
UNIT 'B' - R
BASEMENT LEVEL

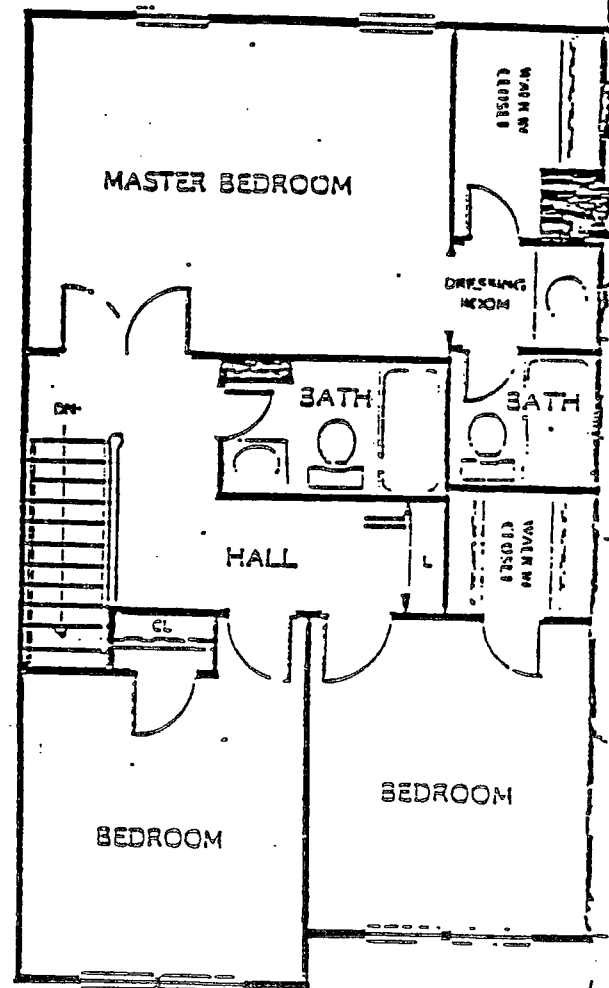
EXHIBIT W

the Carleton

3 bedroom townhouse, 2½ baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.



MAIN LEVEL



UPPER LEVEL

EXHIBIT W-6

the Carleton-6

3 bedroom townhouse, 2½ baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.

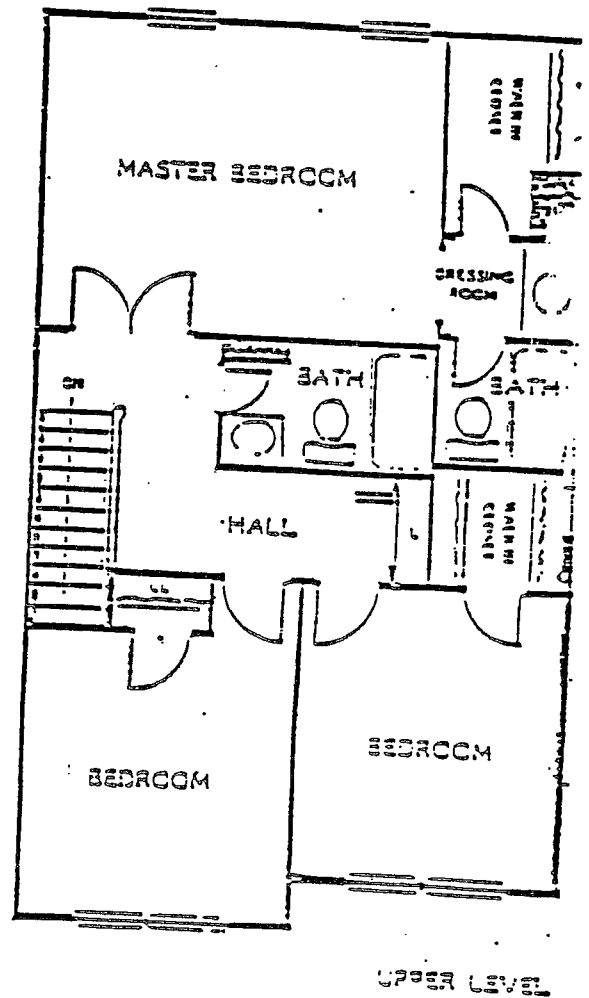
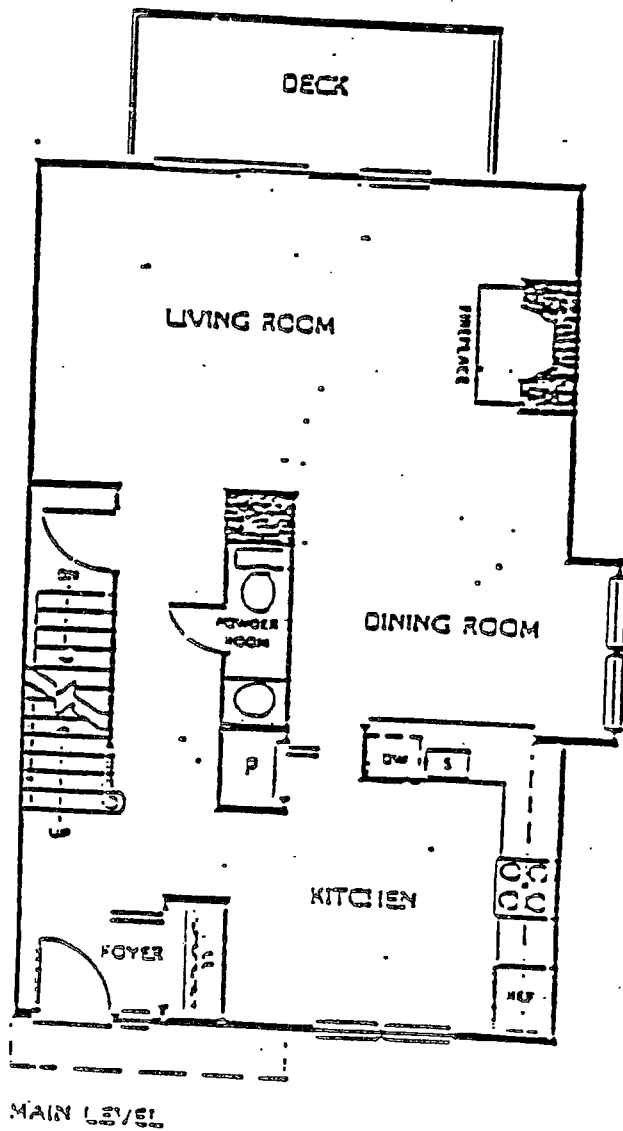
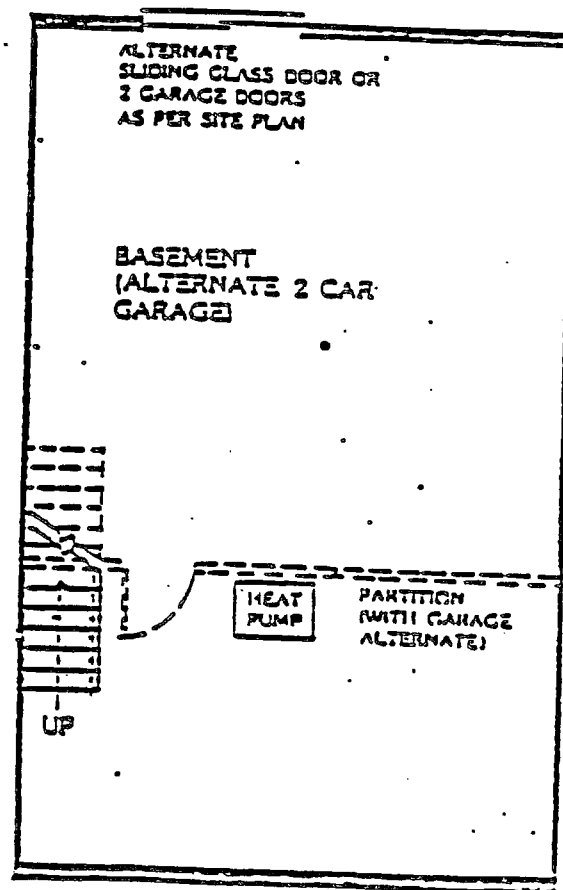


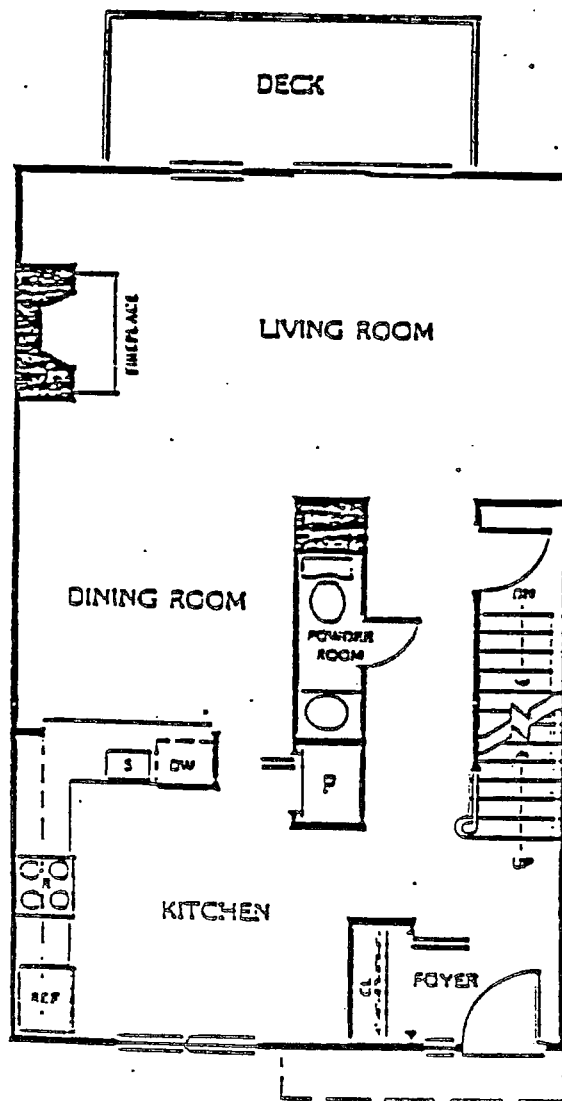
EXHIBIT 1



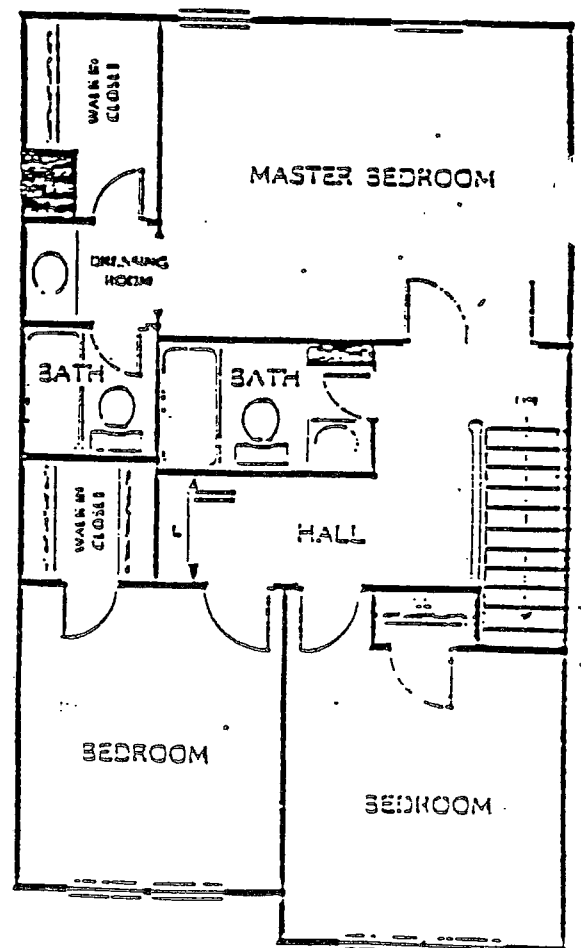
CARLETON
UNIT 'C'
BASEMENT LEVEL

EXHIBIT Y
the Carleton - R

3 bedroom townhouse, 2½ baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.



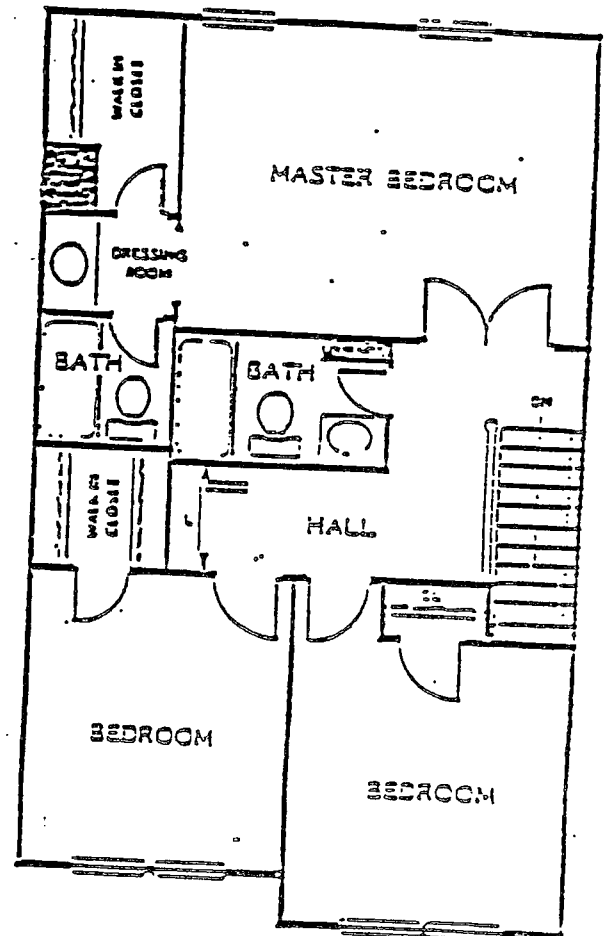
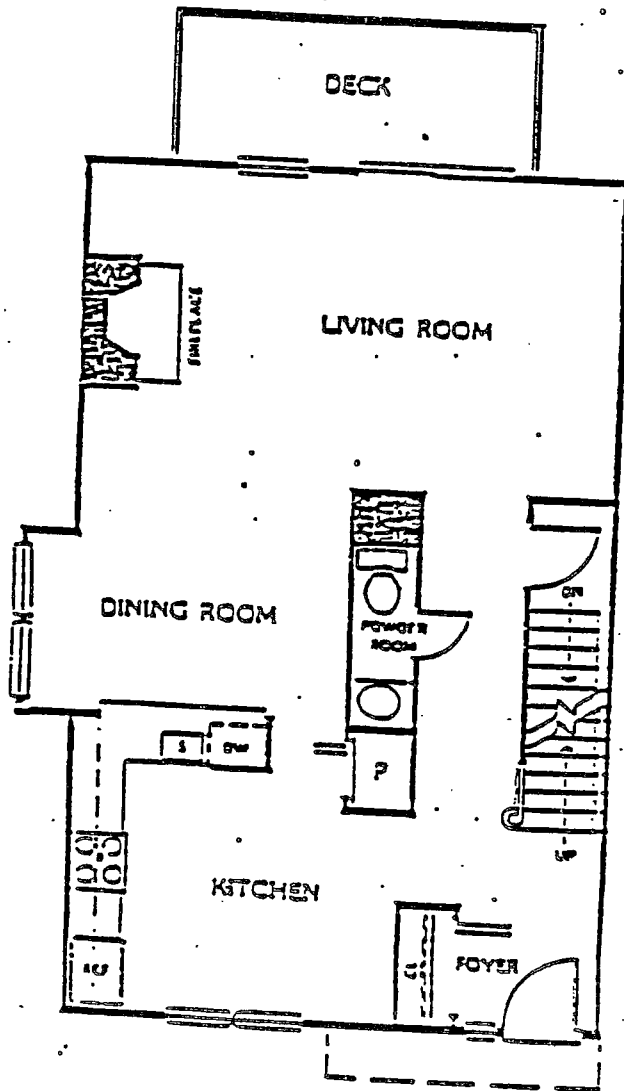
MAIN LEVEL



UPPER LEVEL

EXHIBIT Y-E
the Carleton - A-E

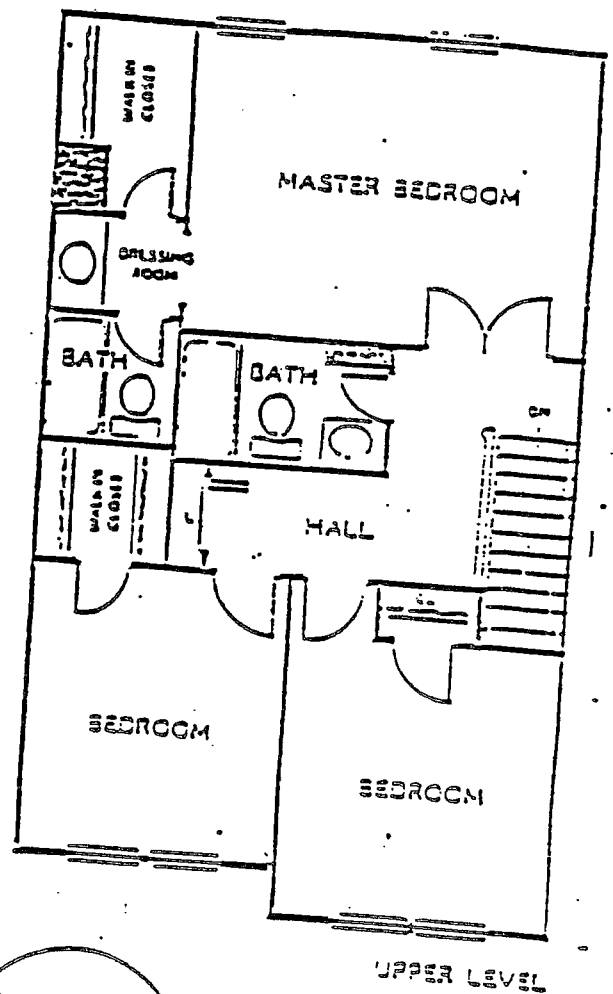
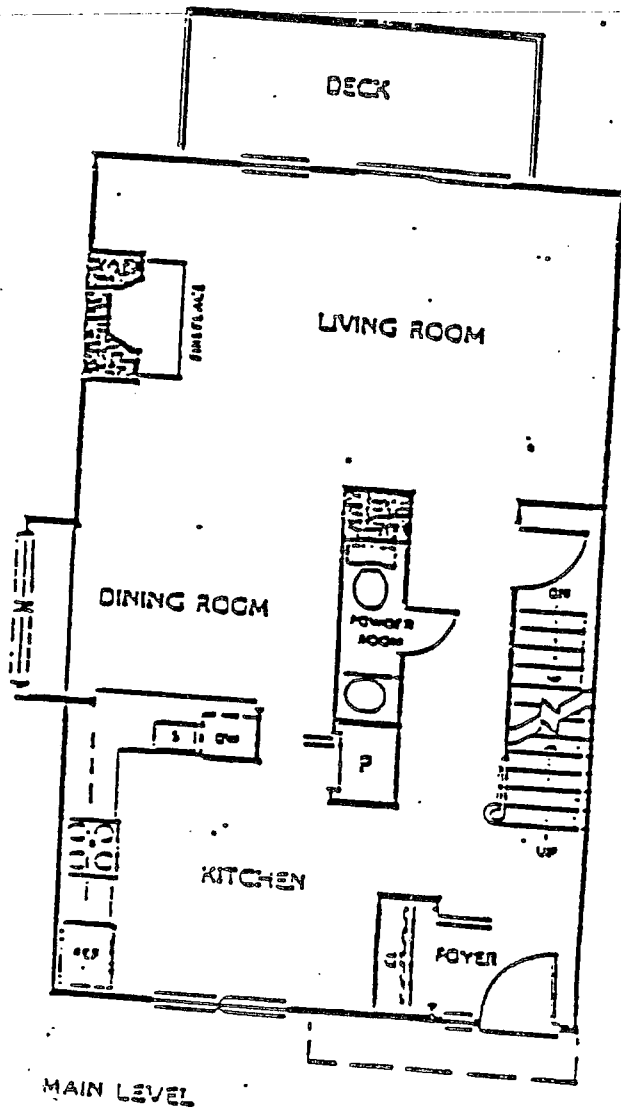
- 3 bedroom townhouse, 2½ baths,
modern kitchen, wood-burning fireplace,
cantilever deck with sliders.



Westwood Village
A COLONY OF HILLSIDE CONDOMINIUMS
... with ever changing views
of the mountains

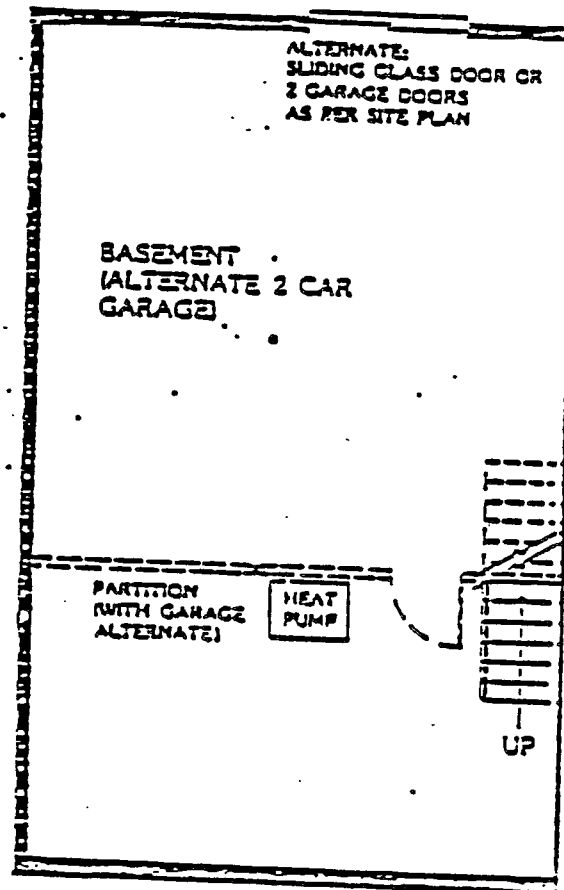
ESTATE 7-RW
the Carleton-RW

3 bedroom townhouse, 2½ baths.
 modern kitchen, wood-burning fireplace,
 cantilever deck with sliders.



Westwood Village
 A COLONY OF HILLSIDE CONDOMINIUMS
 ...with ever changing views
 of the town and more

EXHIBIT 7



CARLETON
UNIT 'C' - R
BASEMENT LEVEL

EXHIBIT Z-D-I

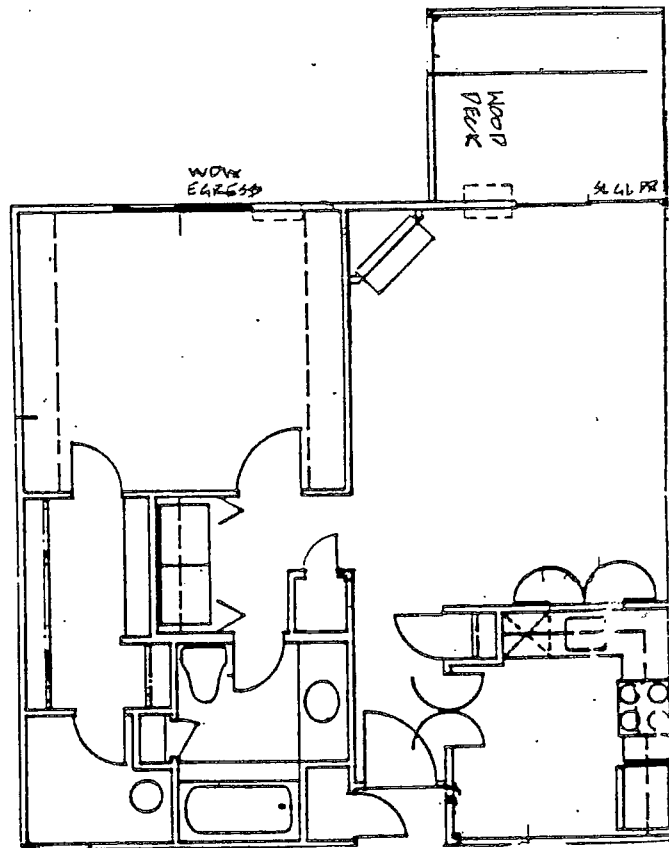


EXHIBIT Z-D-I-S-A

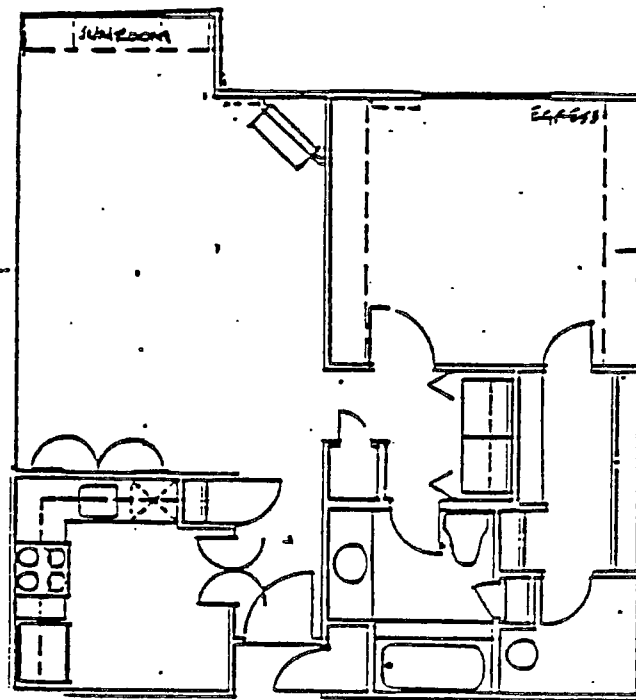


EXHIBIT Z-D-I-S-B

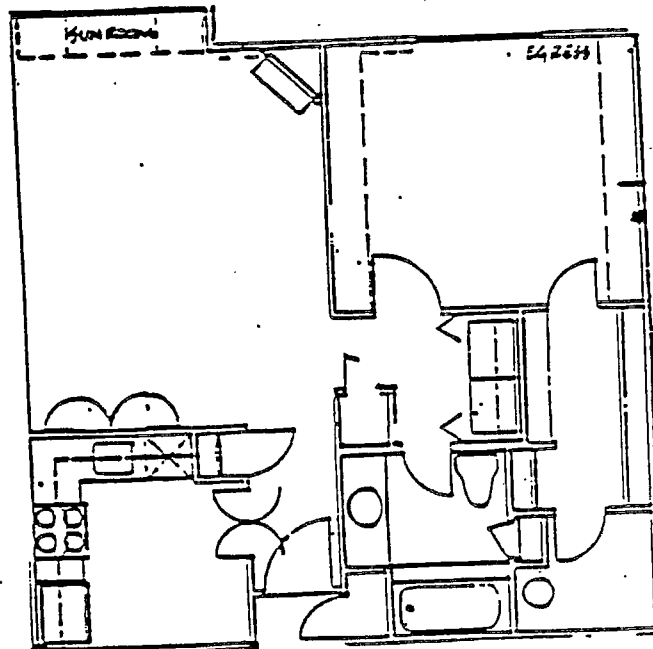


EXHIBIT Z-D-I-ES

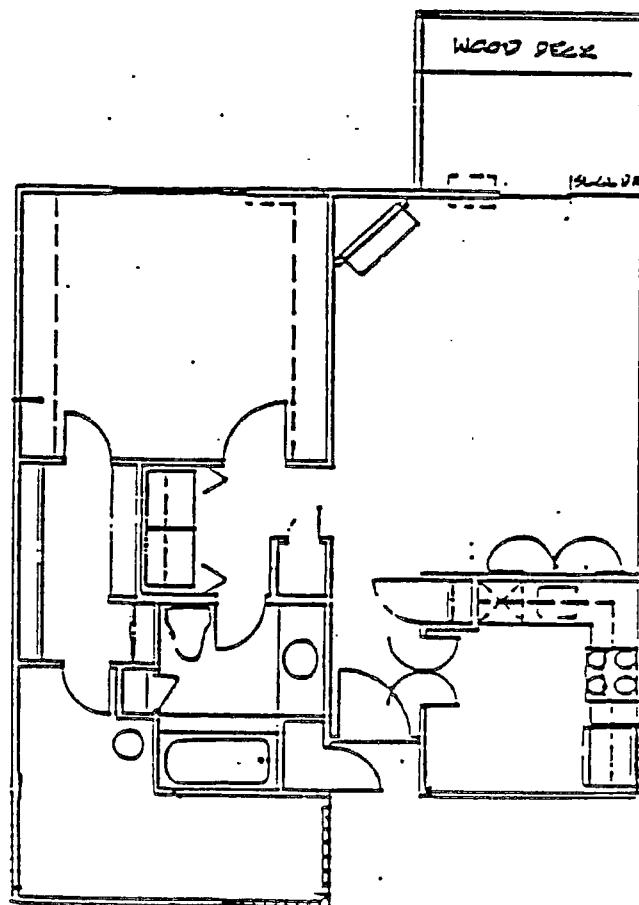


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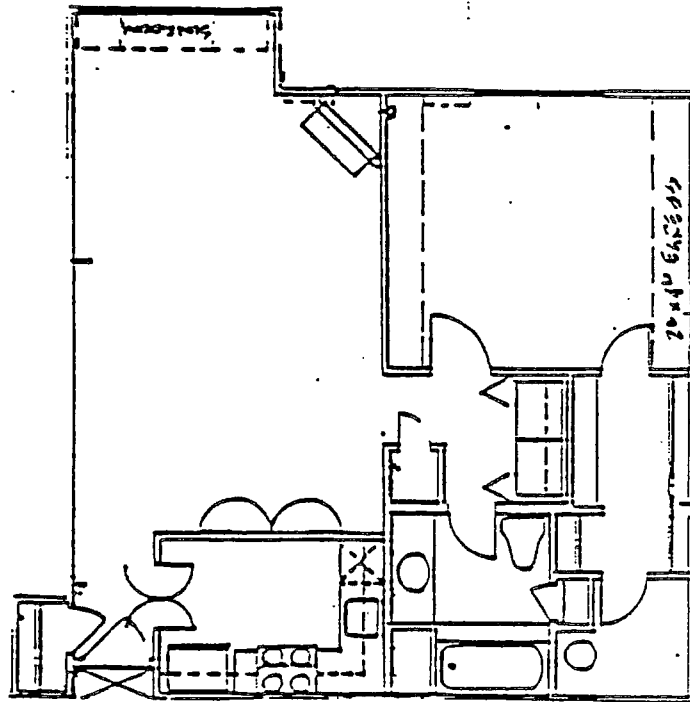


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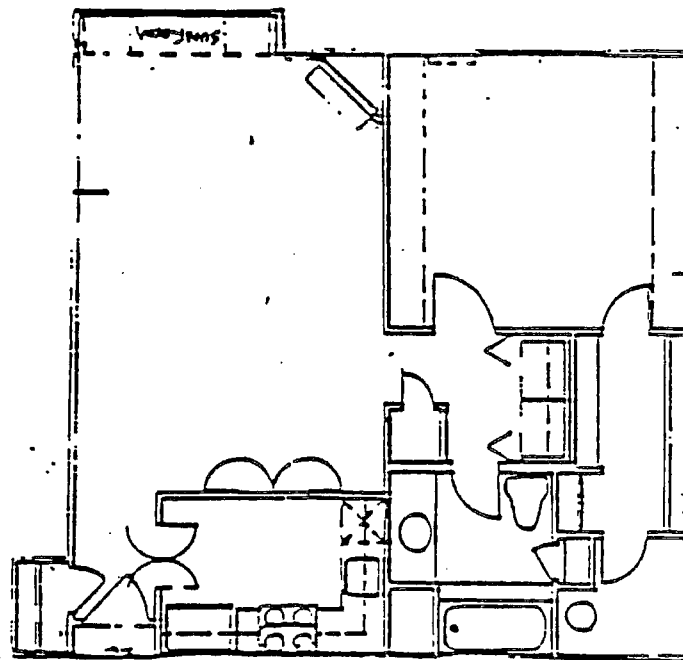


EXHIBIT Z-E-I

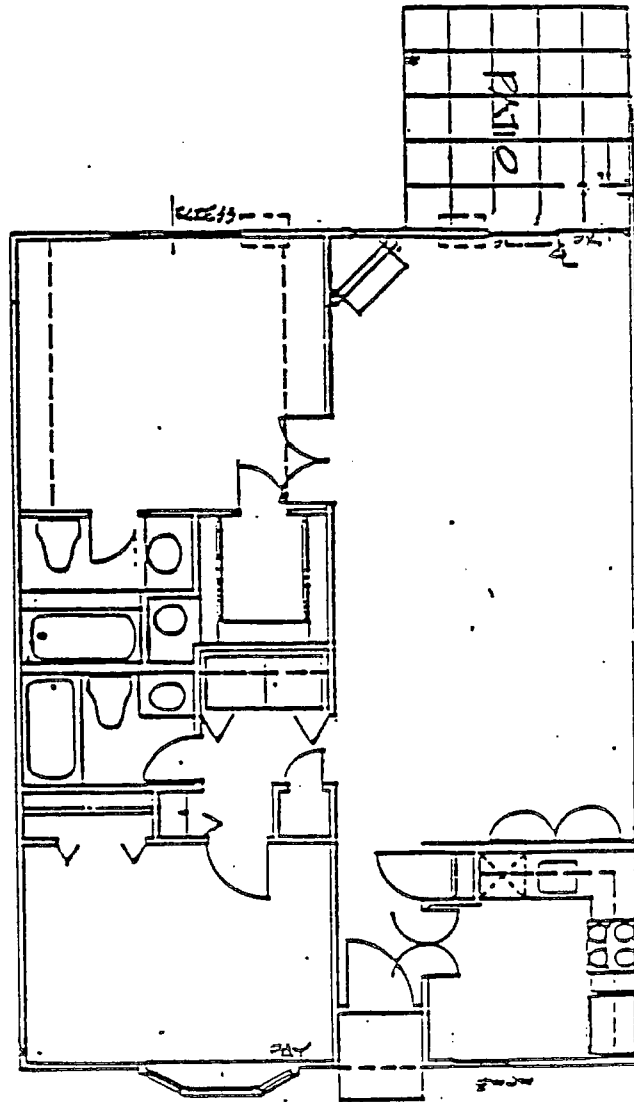


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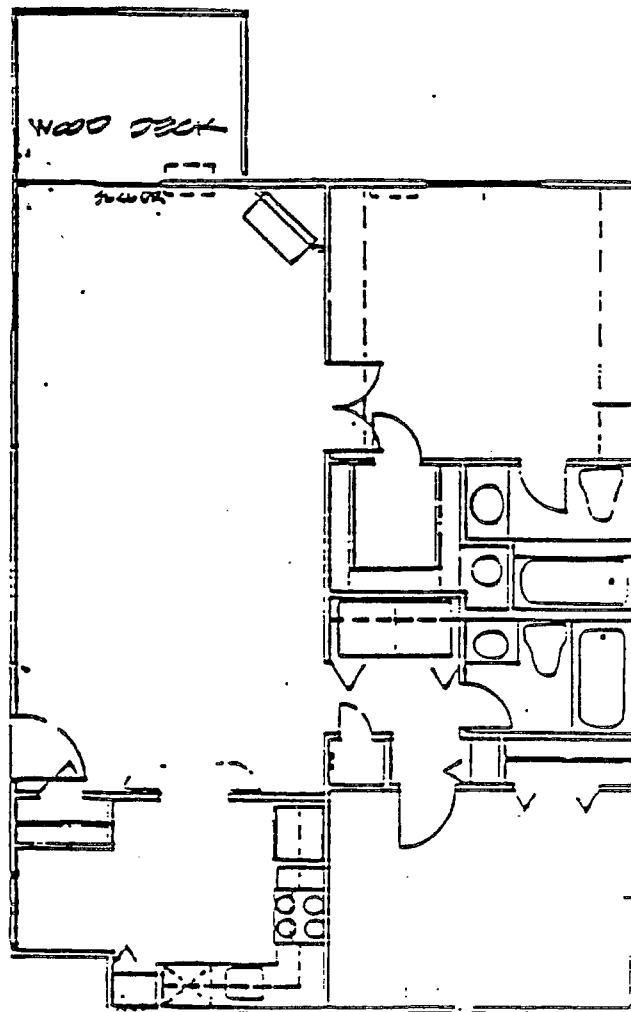


EXHIBIT Z-E-II-d

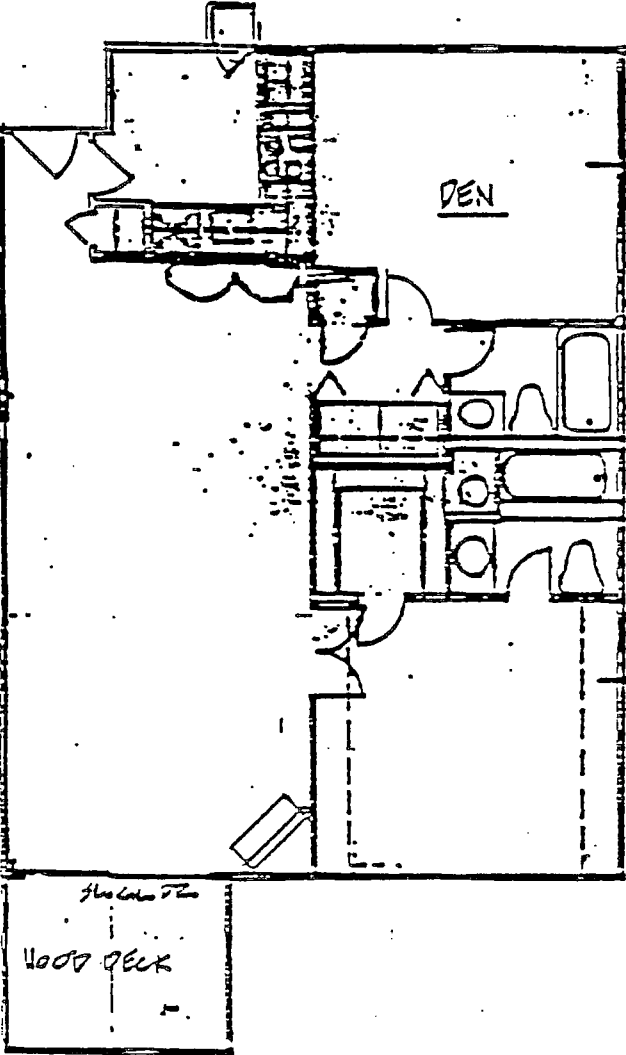


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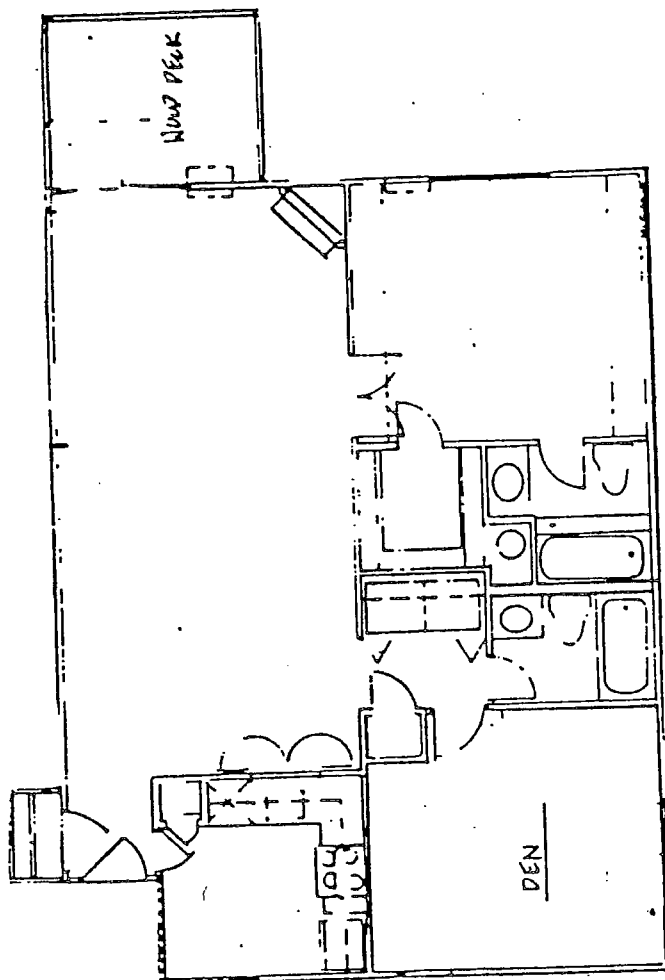


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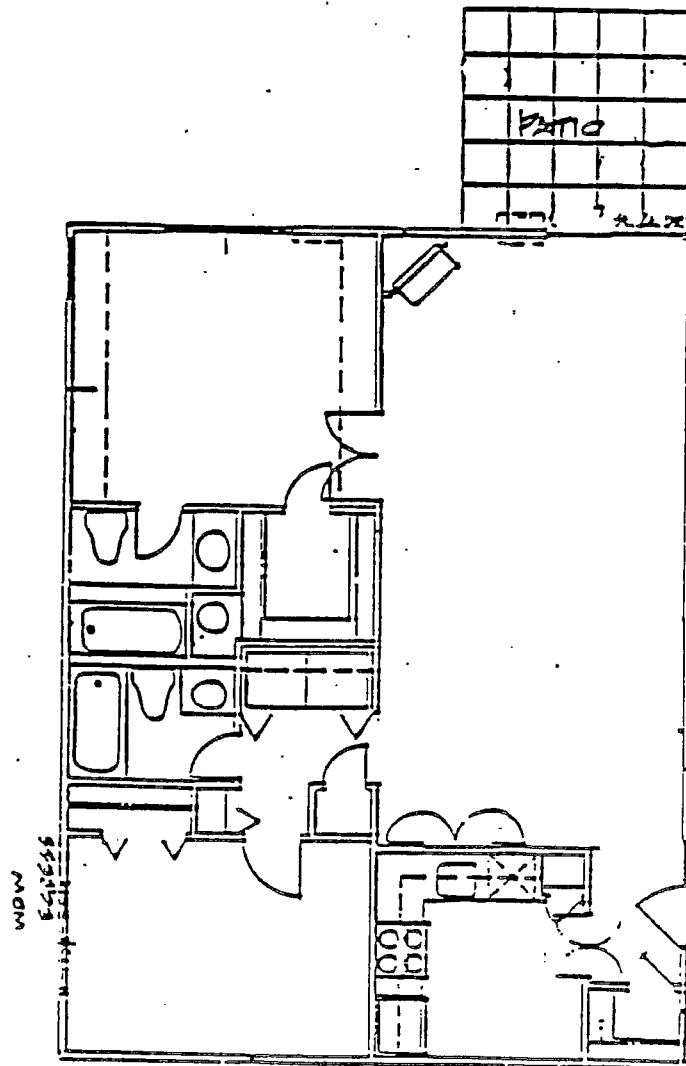


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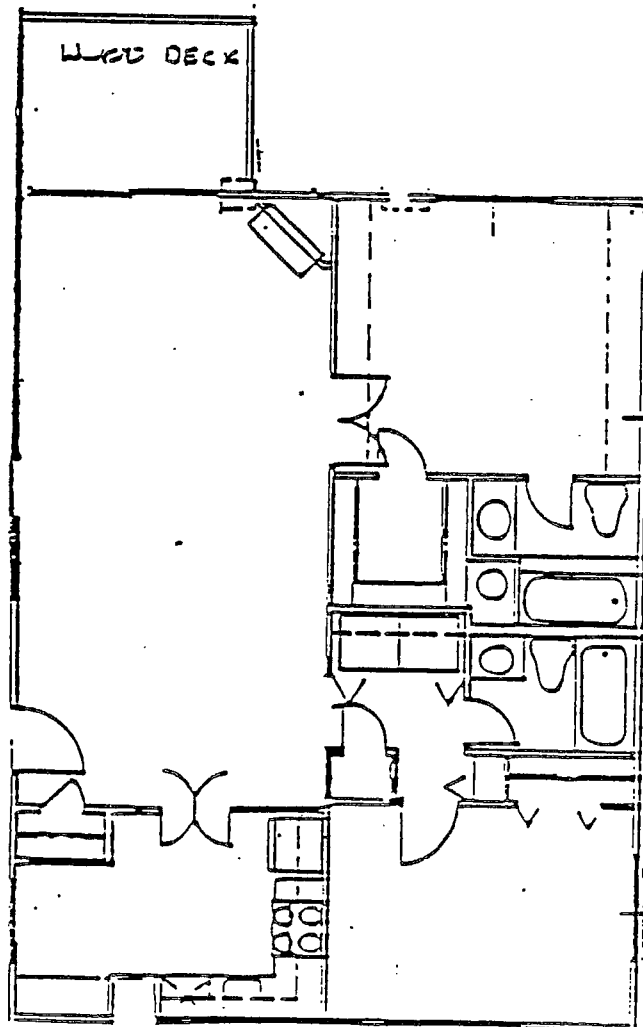


EXHIBIT CC

COMPARATIVE UNDIVIDED INTEREST PER UNIT

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
1	1	C	2085.3	0.48514
	2	B-R	1932.2	0.44952
	3	B-R	1938.1	0.45090
	4	B	1949.9	0.45364
	5	B	1938.1	0.45090
	6	B	1932.2	0.44952
	7	C-R-E	2099.3	0.48840
2	1	A-LL	1129.3	0.26273
	2	A-UL	1309.4	0.30463
	3	B-R	1944.0	0.45227
	4	B	1944.0	0.45227
	5	B	1932.2	0.44952
	6	C-R-E	2099.3	0.48840
3	1	C	2085.3	0.48514
	2	B-R	1932.2	0.44952
	3	B-R	1938.1	0.45090
	4	B-R	1938.1	0.45090
	5	B-R	1938.1	0.45090

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
4	1	A-LL	1129.3	0.26273
	2	A-UL	1309.4	0.30463
	3	B	1944.0	0.45227
	4	B	1932.2	0.44952
	5	C-R-E	2099.3	0.48840
10	1	B	1926.3	0.44815
	2	B	1920.4	0.44678
	3	B	1932.2	0.44952
	4	B	1932.2	0.44952
	5	B	1932.2	0.44952
(6	B	1926.3	0.44815
	7	B	1926.3	0.44815
	8	A-LL	1129.3	0.26273
	9	A-UL	1309.4	0.30463
11	1	B	1932.2	0.44952
	2	B	1932.2	0.44952
	3	B	1932.2	0.44952
	4	B	1938.1	0.45090
	5	B	1932.2	0.44952

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
12	1	C-E	2099.3	0.48840
	2	B	1938.1	0.45090
	3	B	1944.0	0.45227
	4	B	1938.1	0.45090
	5	B	1932.2	0.44952
	6	B	1944.0	0.45227
	7	A-LL	1129.3	0.26273
	8	A-UL	1309.4	0.30463
SUB-TOTAL-PHASE I			82315.2	=====

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
8	1	B-R	1942.7	0.45197
	2	B-R	1932.2	0.44952
	3	B-R	1937.4	0.45073
	4	B	1931.6	0.44938
	5	B-W	1932.2	0.44952
9	1	C-R-E	2106.0	0.48996
	2	B-R	1942.7	0.45197
	3	B-R	1932.2	0.44952
	4	B-R	1937.4	0.45073
	5	C	2086.0	0.48531

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
13	1	C-R	2085.1	0.48510
	2	B-R	1930.9	0.44922
	3	B	1938.7	0.45104
	4	B	1920.4	0.44678

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
14	1	C-R-W	2085.8	0.48526
	2	B	1931.3	0.44931
	3	B	1938.0	0.45087
	4	B	1930.9	0.44922
15	1	B-R	1930.9	0.44922
	2	B-R	1936.8	0.45059
	3	B-R	1935.1	0.45020
	4	B	1931.9	0.44945
	5	C-R-E	2100.5	0.48868
16	1	B-R	1932.4	0.44957
	2	B-R	1936.8	0.45059
	3	B-R	1938.1	0.45090
	4	B-R	1930.9	0.44922
	5	C-E	2099.4	0.48842
17	1	C-R	2119.1	0.49301
	2	B	1931.3	0.44931
	3	B	1942.6	0.45194
	4	B-R	1938.0	0.45087
	5	B-R	1931.6	0.44938
	6	C	2086.1	0.48533

(
BUILDING
NO.

UNIT
#

TYPE &
MODEL

SQUARE
FOOTAGE

PERCENTAGE
OF INTEREST

18

1

B-R

1925.7

0.44801

2

B

1931.6

0.44938

3

B

1938.0

0.45087

4

B-W

1930.9

0.44922

PHASE II Sub-Total

74,789.2

=====

SUB-TOTAL (I and II)

157,104.4

=====

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
5	1	A-LL	1099.8	0.25587
	2	A-UL	1275.3	0.29670
	3	B-R	1944.0	0.45227
	4	B-R	1944.0	0.45227
	5	B-R	1931.5	0.44936
	6	B	1931.5	0.44936
	7	B	1938.0	0.45087
	8	A-LL-R	1099.8	0.25587
	9	A-UL-R	1275.3	0.29670
6	1	A-LL	1105.5	0.25719
	2	A-UL	1282.0	0.29826
	3	B	1907.7	0.44382
	4	B	1907.5	0.44378
	5	B	1912.7	0.44499
	6	B-R	1912.7	0.44499
	7	B-R	1902.5	0.44261
	8	C	2100.4	0.48866
7	1	A-LL	1099.8	0.25587
	2	A-UL	1275.3	0.29670
	3	B	1931.2	0.44929
	4	B	1931.2	0.44929
	5	B	1940.0	0.45134
	6	A-LL-R	1099.8	0.25587
	7	A-UL-R	1275.3	0.29670

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
19	1	A-LL-R	1099.8	0.25587
	2	A-UL-R	1275.3	0.29670
	3	B-R	1944.0	0.45227
	4	B	1944.0	0.45227
	5	B-R	1936.8	0.45059
	6	A-LL	1105.5	0.25719
	7	A-UL	1282.0	0.29826
20	1	A-LL-R	1099.8	0.25587
	2	A-UL-R	1275.3	0.29670
	3	B-R	1944.0	0.45227
	4	B	1944.0	0.45227
	5	B-R	1936.8	0.45059
	6	A-LL	1105.4	0.25717
	7	A-UL	1282.0	0.29826
21	1	A-LL-R	1094.9	0.25473
	2	A-UL-R	1269.6	0.29537
	3	B-R	1942.6	0.45194
	4	B	1932.2	0.44952
	5	B-R	1942.6	0.45194
	6	B	1944.0	0.45227
	7	B	1936.7	0.45057

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
	8	A-LL	1102.6	0.25652
	9	A-UL	<u>1278.5</u>	0.29744

PHASE III Sub-Total 74,641.2
=====

Sub-Total of I, II & III 231,745.6
=====

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
26	1	A-LL	1123.7	0.26143
	2	A-UL	1272.3	0.29600
	3	B	1956.5	0.45518
	4	B-R	1953.5	0.45448
	5	B	1957.8	0.45548
	6	B-R	1960.8	0.45618
	7	B	1953.7	0.45453
	8	A-LL-R	1120.5	0.26068
	9	A-UL-R	1275.5	0.29674
27	1	A-LL	1123.7	0.26143
	2	A-UL	1272.3	0.29600
	3	B	1960.8	0.45618
	4	B	1960.8	0.45618
	5	B	1956.5	0.45518
	6	A-LL-R	1131.1	0.26315
	7	A-UL-R	1280.7	0.29795
28	1	B-R	1943.2	0.45208
	2	B-R	1956.5	0.45518
	3	B	1952.4	0.45422
	4	B-R	1947.8	0.45315
	5	B	1960.8	0.45618
	6	B	1948.3	0.45327
	7	B-R	1947.8	0.45315
	8	B	1960.8	0.45618

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
	9	C	2103.5	0.48938
29	1	B-R	1943.2	0.45208
	2	B	1954.3	0.45467
	3	B-R	1947.8	0.45315
	4	B	1960.8	0.45618
	5	B-R	1956.5	0.45518
	6	B	1943.2	0.45208
	7	A-LL-R	1125.5	0.26185
	8	A-UL-R	<u>1280.7</u>	0.29795
PHASE IV Sub-Total			<u>57,093.3</u>	
			=====	
22	1	A-LL	1131.1	0.26315
	2	A-UL	1284.0	0.29872
	3	B-R	1956.5	0.45518
	4	B	1940.9	0.45155
	5	B	1960.8	0.45618
	6	B-R	1951.8	0.45408
	7	B	1949.9	0.45364
	8	A-LL	1124.5	0.26161
	9	A-UL	1276.4	0.29695

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
23	1	A-LL	1128.4	0.26252
	2	A-UL	1284.0	0.29872
	3	B-R	1943.8	0.45222
	4	B-R	1956.8	0.45525
	5	A-LL	1123.7	0.26143
	6	A-UL	1275.5	0.29674
24	1	A-LL	1131.1	0.26315
	2	A-UL	1284.0	0.29872
	3	B-R	1943.2	0.45208
	4	B-R	1960.8	0.45618
	5	B	1957.9	0.45550
	6	B-R	1940.4	0.45143
	7	B	1952.2	0.45418
	8	C-E	2104.8	0.48968
25	1	C-RE	2090.1	0.48626
	2	B	1956.2	0.45511
	3	B	1943.2	0.45208

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
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25	4	B	1954.8	0.45478
	5	B	1947.8	0.45315
	6	B	1937.9	0.45085
	7	A-LL	1131.1	0.26315
	8	A-UL	1284.0	0.29872

PHASE V Sub-Total

51,807.6
=====

Total of I, II, III, IV & V

340,646.5
=====

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
30	1	E-I	1010.0	0.23498
	2	E-I	1010.0	0.23498
	3	E-II-A/K-1	1020.6	0.23744
	4	E-I	1010.0	0.23498
	5	E-I	1010.0	0.23498
	6	E-II-A/K-1	1020.6	0.23744
	7	E-I	1020.6	0.23744
	8	D-I	724.4	0.16853
	9	D-I-S-A	756.2	0.17593
	10	E-II-A/K-1	1020.6	0.23744
	11	D-I-S-A	756.2	0.17593
	12	D-I-S-A	756.2	0.17593
	13	E-II	1010.1	0.23500
	14	D-II-S-A	769.7	0.17907
	15	D-I-ES	791.9	0.18423
	16	D-I-S-B	740.3	0.17223
	17	E-II-A/K-1	1020.6	0.23744
	18	D-I-S-B	740.3	0.17223
	19	D-I-S-B	740.3	0.17223
	20	E-II	1010.1	0.23500
	21	D-II-S-B	753.8	0.17537

PHASE VIII SUB-TOTAL 18,692.5
=====

TOTAL I, II, III, IV, V & VIII 359,339.0
=====

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
31	1	E-I	1010.0	0.23498
	2	E-I	1010.0	0.23498
	3	E-II-AK-1	1020.6	0.23744
	4	E-I	1010.0	0.23498
	5	E-I	1010.0	0.23498
	6	E-II-AK-1	1020.6	0.23744
	7	E-I	1020.6	0.23744
	8	D-I	724.4	0.16853
	9	D-I-S-A	756.2	0.17593
	10	E-II-AK-1	1020.6	0.23744
	11	D-I-S-A	756.2	0.17593
	12	D-I-S-A	756.2	0.17593
	13	E-II	1010.1	0.23500
	14	D-II-S-A	769.7	0.17907
	15	D-I-ES	791.9	0.18423
	16	D-I-S-B	740.3	0.17223
	17	E-II-AK-1	1020.6	0.23744
	18	D-I-S-B	740.3	0.17223
	19	D-I-S-B	740.3	0.17223
	20	E-II	1010.1	0.23500
	21	D-II-S-B	753.8	0.17537

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
32	4	E-I	1010.0	0.23498
	5	E-I	1010.0	0.23498
	6	E-II-AK-1	1020.6	0.23744
	7	E-II-AK-1	1020.6	0.23744
	11	D-I-S-A	750.4	0.17458
	12	D-I-S-A	750.4	0.17458
	13	E-II-AK-2	1016.1	0.23640
	14	E-II-d	1002.5	0.23323
	18	D-I-S-B	737.4	0.17156
	19	D-I-S-B	737.4	0.17156
	20	E-II-AK-2	1016.1	0.23639
	21	E-II-d	1002.5	0.23323
	PHASE VII SUB-TOTAL		29,766.5	=====

Sub-TOTAL I, II, III, IV, V, VII & VIII 389,105.5
=====

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
32	1	E-I	1010.0	0.23498
	2	E-I	1010.0	0.23498
	3	E-II-AK-1	1020.6	0.23744
	8	D-I	724.4	0.16853
	9	D-I-S-A	750.4	0.17458
	10	E-II-AK-1	1020.6	0.23744
	15	D-I-ES	791.9	0.18423
	16	D-I-S-B	737.4	0.17156
	17	E-II-AK-1	1020.6	0.23744

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
33	1	E-I	1010.0	0.23498
	2	E-I	1010.0	0.23498
	3	D-I	724.4	0.16853
	4	E-I	1010.0	0.23498
	5	E-I	1010.0	0.23498
	6	E-II-AK-1	1020.6	0.23744
	7	D-I	724.4	0.16853
	8	D-I-S-A	750.4	0.17458
	9	E-II-AK-1	1020.6	0.23744
	10	D-I-S-A	750.4	0.17458
	11	D-I-S-A	750.4	0.17458
	12	E-II-AK-2	1020.6	0.23744
	13	D-I-ES	791.9	0.18423
	14	D-I-S-B	737.4	0.17156
	15	E-II-AK-1	1020.6	0.23744
	16	D-I-S-B	737.4	0.17156
	17	D-I-S-B	737.4	0.17156
	18	E-II-AK-2	1020.6	0.23744
34	1	E-II-AK-1	1020.6	0.23744
	2	E-I	1010.0	0.23498
	3	E-I	1010.0	0.23498
	4	D-I	724.4	0.16853
	5	E-I	1010.0	0.23498
	6	D-I	724.4	0.16853
	7	D-I	724.4	0.16853

<u>BUILDING NO.</u>	<u>UNIT #</u>	<u>TYPE & MODEL</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST</u>
	8	E-II-AK-1	1020.6	0.23744
	9	D-I-S-A	750.4	0.17458
	10	D-I-S-A	750.4	0.17458
	11	E-II	1010.1	0.23500
	12	E-II-d(a)	1008.3	0.23458
	13	D-I-ES	791.9	0.18423
	14	D-I	724.4	0.16853
	15	E-II-AK-1	1020.6	0.23744
	16	D-I-S-B	737.4	0.17156
	17	D-I-S-B	737.4	0.17157
	18	E-II	1010.1	0.23501
	19	E-II-d(a)	1008.3	0.23459
PHASE VI SUB-TOTAL			40,726.7	
ALL PHASES (I through VIII, inclusive)			429,832.2	100%
			=====	=====

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AMENDED AND RESTATED BY-LAWS

OF

WESTWOOD VILLAGE CONDOMINIUM

Amended and Restated By-Laws of
Westwood Village Condominium Association, Inc.

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AMENDED AND RESTATED
BY-LAWS
OF
WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

The By-Laws of Westwood Village Condominium Association, Inc. recorded in Volume 711 at Page 499 of the Danbury Land Records, having been amended by an Amendment dated June 13, 1991 and recorded in Volume 982 at Page 58 of the Danbury Land Records and by an Amendment dated May 26, 2006 and recorded in Volume 1860 at Page 378 of the Danbury Land Records having been further amended by vote of more than fifty percent (50%) percent of the Unit Owners in Westwood Village Condominium, are hereby restated to reflect such amendments.

Definitions of terms initially capitalized will be as designated in the Amended and Restated Declaration of Westwood Village Condominium and in the Common Interest Ownership Act ("CIOA").

SECTION 1
IDENTITY

These are the By-Laws of Westwood Village Condominium Association, Inc., herein called the "Association", a corporation not organized for profit and existing under the laws of the State of Connecticut.

SECTION 2
BOARD OF DIRECTORS

- (a) Number and Qualification; Election and Term of Office.
- (i) The affairs of the Association and the Condominium shall be governed by an Board of Directors which shall consist of at least five (5) persons, but no more than nine (9) persons, all of whom shall be Unit Owners or the spouse or partner of Unit Owner, provided that any such spouse or partner is a resident of the Condominium. No more than one Unit Owner or spouse per Unit may serve as a Director. If any Unit is owned by a partnership, limited liability company, corporation or trust, any officer, member, partner, employee or trustee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be the Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners. At any vote for membership on the Board of Directors, and for all other voting purposes, each Unit owner shall have one vote (each vote being weighted based on percentage of ownership of the common elements as set forth in the Declaration), for each position to be filled. 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 By-Laws or the Corporation Laws of the State of Connecticut.
- (ii) Directors shall serve for terms of three (3) years. The terms of at least one third (1/3) of the Directors shall expire annually.

- (iii) The Board of Directors shall elect the officers.
- (iv) The Directors and officers shall take office upon election and shall hold office until their successors have been elected.
- (v) 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 the purpose of electing Directors . Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.
- (vi) If at any meeting held for election of membership to the Board of Directors more than twice the number of candidates to be elected at such meeting are nominated, then and in such event, there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than two (2) candidates for each position to be filled, with the nominees receiving the lowest votes being eliminated. A second ballot shall be held, and on the second ballot, the nominee receiving the largest vote on the basis of the weighted votes will be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the nominees receiving the largest vote being elected for varying periods of years, the candidate receiving the largest vote will be considered elected for the longest period of years.

(b) Powers and Duties. The Board of Directors may act on behalf of the Association and shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors:

- (i) Shall adopt and may amend By-Laws and may adopt and may amend Rules, subject to the provisions of CIOA;
- (ii) Shall adopt and may amend budgets, and may adopt and amend special assessments;
- (iii) May collect assessments for Common Expenses from Unit Owners and may invest funds of the Association;
- (iv) May hire and discharge managing agents;
- (v) May hire and discharge employees, agents and independent contractors, other than managing agents;
- (vi) May institute, defend or intervene in litigation, arbitration, mediation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Community, subject to the provisions of

CIOA;

- (vii) May make contracts and incur liabilities;
- (viii) May regulate the use, occupancy, maintenance, repair, replacement and modification of Common Elements;
- (ix) May cause additional Improvements to be made as a part of the Common Elements;
- (x) May acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of CIOA;
- (xi) May grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (xii) May impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements other than Limited Common Elements and for services provided to Unit Owners;
- (xiii) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, By-Laws, or rules and regulations of the Association;
- (xiv) May impose reasonable charges including reasonable attorneys' fees, if incurred, for the preparation and recordation of amendments to the Declaration, resale certificates required by CIOA or statements of unpaid assessments;
- (xv) May provide for the indemnification of Association officers and Board of Directors and maintain directors' and officers' liability insurance;
- (xvi) Subject to the provisions of the Declaration and to the provisions of CIOA, assign the Association's right to future income, including the right to receive Common Expense assessments;
- (xvii) May exercise any other powers conferred by CIOA, the Declaration or the By-Laws;
- (xviii) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (xix) May exercise any other powers necessary and proper for the governance and operation of the Association;
- (xx) If a tenant of a Unit Owner violates the Declaration, By-Laws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the

Association may:

- (A) Exercise directly against the tenant the powers described in subsection (xiii) of this section;
- (B) After providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and
- (C) Enforce any other rights against the tenant for the violation which the Unit Owner as Landlord could lawfully have exercised under the Lease, including any such right to bring a summary process action under Chapter 832 of the Connecticut General Statutes, if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing. Unless the lease otherwise provides, this section does not affect the rights that the Unit Owner has to enforce the lease or that the Association has under other law, or permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of the Declaration, By-Laws or Rules of the Association.

Unless the lease otherwise provides, this section does not:

- (A) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (B) Permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of the Declaration, By-Laws, or Rules of the Association.

In furtherance of the foregoing, such powers and duties of the Board of Directors shall also include but shall not be limited to the following:

- (xxi) Operation, care, upkeep and maintenance of the Common Elements;
- (xxii) Determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of adequate reserves to provide for maintenance, Improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable;
- (xxiii) Collection of the Common Expenses from the Unit Owners;
- (xxiv) Opening of bank accounts on behalf of the Association and designating the signatories required thereafter;
- (xxv) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or

otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Directors or its designee, on behalf of all Unit Owners;

- (xxvi) Obtaining necessary insurance for the property, including the Units;
- (xxvii) The Board of Directors shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association; and
- (xxviii) The Board of Directors May suspend any right or privilege of a Unit Owner who fails to pay an assessment but may not:
 - (1) Deny a Unit Owner or other occupant access to the Unit Owner's Unit or its Limited Common Elements;
 - (2) Suspend a Unit Owner's right to vote or participate in meetings of the Association;
 - (3) Prevent a Unit Owner from seeking election as a Director or officer of the Association; or
 - (4) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any Person.

(c) Limitations. The Board of Directors may not: (i) amend the Declaration except as provided in Section 47-236 of CIOA; (ii) terminate the Condominium; (iii) elect members of the Board of Directors, except that the Board of Directors may fill vacancies in its membership for the unexpired portion of any term, or, if earlier, until the next regularly scheduled election of members of the Board of Directors; or (iv) determine the qualifications, powers and duties, or terms of office members of the Board of Directors.

(d) Amendments to the Declaration required by CIOA 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.

(e) The Board of Directors or its officers may delegate powers and duties to a manager employed by the Association only the powers set forth above in subparagraph (b) subsections (iii), (v), (vii) and (viii).

(f) Rules. At least ten (10) days before adopting, amending or repealing any rule, the Board of Directors shall give all Unit Owners notice of:

- (i) Its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and

- (ii) A date on which the Board of Directors will act on the proposed rule or amendment after considering comments from Unit owners.

Following adoption, amendment or repeal of a rule, the Association shall notify the Unit Owners of its action and provide a copy of any new rule or revised rule.

(g) Standard of Care. In the performance of their duties, the officers and Directors of the Association are required to exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized under Chapter 602 of the Connecticut General Statutes (the Revised Nonstock Corporation Act).

(h) Removal of Director. Notwithstanding any provision of the Declaration or By-Laws to the contrary, the Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, or voting by ballot pursuant to Section 4 (k) (iv) of these By-Laws, may remove any Director with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that the Unit Owners may not consider whether to remove a Director unless that subject was listed in the notice of the meeting or in the notice of the vote by ballot. At any meeting at which a vote to remove a Director is to be taken, the Director being considered for removal must have a reasonable opportunity to speak before the vote. If the vote is taken by ballot, the Director being considered for removal shall be given a reasonable opportunity to deliver information to Unit Owners as provided in that subsection.

(i) Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining Directors at a meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Director whose term he or she is filling or, if earlier, until the next regularly scheduled election of members of the Board of Directors, and shall hold office until he or she is elected to fill such position by the Unit Owners or until his or her successor shall be elected.

(j) Compensation. No Director shall receive any compensation from the Association for acting as such Director, nor may a Director acting as an officer be compensated for such duties.

(k) Meetings of the Board of Directors and Committees. The following requirements apply to meetings of the Board of Directors and to Committees of the Association authorized to act for the Association:

- (i) Meetings may be held at such time and place as shall be determined from time to time by a majority of the Directors at the community or a place reasonably convenient to the community. Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the Secretary shall give notice of each Board of Directors meeting to each Director and to Unit Owners at least five (5) days before the meeting and shall state the

time, date, place, and agenda of the meeting, except that notice of a meeting called to adopt, amend or repeal a rule in which event notice shall be given in accordance with subsection (f) of this Section 2.

Notice shall be given by mail, hand delivery, electronic mail or facsimile. Regular meetings may be set by a schedule adopted by resolution of the Board of Directors and no further notice will be required.

- (ii) Waiver of Notice: Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him or her of the time and place thereof.
- (iii) Open Meetings: Meetings of the Board of Directors shall be open to Unit Owners and to representatives designated by Unit Owners, except as provided in subsection (l) below. At each Board of Directors meeting, the Board of Directors shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Condominium or the Association. Unit Owners do not have the right to comment at any time other than during the Unit Owner comment portion of the meeting as specified on the meeting agenda, nor do they have the right to participate in the deliberations or votes of the Board of Directors.
- (iv) Distribution of Materials: If any materials are distributed to the Board of Directors before the meeting, the Board of Directors at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Board of Directors need not make available copies of unapproved minutes or materials that are to be considered in executive session.
- (v) Method of Meeting: The Board of Directors may meet by telephonic, video, or other conferencing process if (A) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and (B) the process provides all Unit Owners with the opportunity to hear or perceive the discussion and offer comments.
- (vi) Action by Unanimous Consent: Instead of meeting, the Board of Directors may act by unanimous consent. Such unanimous consent shall be in writing and shall be signed by all of the members of the Board of Directors. The Secretary shall give prompt notice to all Unit Owners of any action taken by unanimous consent, and the written consent shall be kept on file with the Association's Records.
- (vii) Roberts Rules of Order: At all meetings of the Board of Directors Roberts' Rules of Order shall be followed unless two-thirds (2/3) of the members of the Board of Directors vote to suspend those rules.

(l) Executive Sessions: Meetings of the Board of Directors or committees may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, only to: (i) consult with the association's attorney concerning legal matters; (ii) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings; (iii) discuss labor or personnel matters; (iv) 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 (v) prevent public knowledge of the matter to be discussed if the Board of Directors or committee determines that public knowledge would violate the privacy of any person.

No final vote or action may be taken during an executive session.

(m) Quorum of the Board of Directors; Participation in Meeting. At all meetings of the Board of Directors, a quorum is present for purposes of determining the validity of any action taken if individuals entitled to cast a majority of the votes on the Board are present at the time a vote regarding that action is taken. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board of Directors there shall be less than a quorum present, the meeting shall be adjourned to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

A Director may participate in a meeting of the Board of Directors through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A member participating in a meeting in this manner is deemed to be present in person at the meeting.

(n) Liability of the Board of Directors.

(i) A Director shall not be liable to the corporation or its members for breach of duty as a director for monetary damages in an amount in excess of the compensation received by such person for serving the corporation during the year of the breach (or any lesser amount as may be permitted by the Connecticut Revised Nonstock Corporation Act) and shall be indemnified for any action taken or any failure to take action, except to the extent of such limitation, under the Connecticut Revised Nonstock Corporation Act or the Common Interest Ownership Act, as currently in effect or as these Acts may be amended. No amendment modification or repeal of this provision shall adversely affect any right or protection of a Director that exists at the time of that amendment, modification or repeal.

(ii) The Unit Owners shall indemnify and hold harmless each Director against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of

the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

(o) Manager. The Association may employ a manager for the Condominium at a compensation established by the Board of Directors, to perform only the powers specified in the Declaration and By-Laws. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors and to fulfill the requirements of the budget.

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

(q) All officers and Directors, or any manager employed by the Association, having the responsibility for handling funds of the Association, shall be bonded.

SECTION 3 **OFFICERS**

(a) Designation. The principal officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. The Board of Directors may appoint an Assistant Treasurer, Assistant Secretary, and such other officers as in its judgement it may deem necessary. The Secretary need not be a member of the Board of Directors, but may be appointed by the Board of Directors.

(b) Election of Officers. The officers of the Association shall be elected at each annual organization meeting of the Board of Directors.

(c) President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Unit Owners and the Board of Directors, and shall hold the general powers and duties which are incident to the office of a president of a non-stock corporation, including but not limited to the power to appoint such committees from among the Unit Owners from time to time as he or she may in his or her discretion decide are 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 By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(d) 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. The Vice President shall also perform such other duties as may be imposed upon him or her by the Board of Directors or the President.

(e) Secretary. The Secretary shall keep the minutes of all meetings of the Unit

Owners and the Board of Directors and shall have charge of such books and records as the Board of Directors may direct. He or she shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the By-Laws on behalf of the Association following authorization or approval of the particular amendment as applicable.

(f) Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for the keeping of full and accurate records and books of account, and he or she shall, in general, perform all of the duties incident to the office of a treasurer of a non-stock corporation. The Treasurer shall, at the expense of the Association, furnish such bond as may be required by the Board of Directors.

(g) Signing Authority. Except as provided above, all agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by any one (1) officer of the Association or by such other person or persons as may be designated by the Board of Directors.

(h) Compensation. No officer may receive compensation from the Association for acting as such an officer.

(i) Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and his or her successor may be elected at any regular meeting of the Board of Directors called for such purpose.

SECTION 4 **UNIT OWNERS**

(a) Annual Meetings. Annual meetings of the Unit Owners shall be held during the month of May in each year, on a date to be chosen by the Board of Directors.

(b) Budget Meetings. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Article 15 of the Declaration. The budget may be considered at Annual or special meetings called for other purposes as well.

(c) Special Meetings. Special meetings of the Association may be called by the President, a majority of the Board of Directors, or if Unit Owners having at least twenty (20%) percent of the votes in the Association request that the Secretary call the meeting. If the Association does not notify Unit Owners of a special meeting within fifteen (15) days after the requisite percentage of Unit Owners request the Secretary to do so, the requesting Unit Owners may directly notify all the Unit Owners of the meeting. Only matters described in the meeting notice may be considered at a special meeting.

(d) Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board or Directors. Meetings may be conducted by telephonic, video or

other conferencing process if:

- (i) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and
- (ii) the process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments.

(e) Notice of Meetings. Not less than ten (10) or more than sixty (60) days in advance of any meeting, the Secretary or other officer specified by the President shall cause notice to be provided to Unit Owners. Notice shall be hand-delivered, sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the owner of the Unit, sent by electronic means, if the Unit Owner has given the Association an electronic address, or made by any other method reasonably calculated to provide notice to the Unit Owner. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

The notice of any meeting shall state the time, date and place of the meeting and the items on the agenda, including a statement of the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes and any proposal to remove an officer or Director.

(f) Waiver of Notice.

- (i) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.

- (ii) Attendance by a Unit Owner at any meeting of the Unit Owners:

(A) shall constitute a waiver of notice unless the Unit Owner at the beginning of a meeting objects to holding a meeting, or transacting business at the meeting; and

(B) shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

(g) Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at the meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours from the date the original meeting was held.

(h) Unit Owner Comment Period. Unit Owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Community or the Association.

- (i) Order of Business. The order of business at the annual meeting of the Unit

Owners or at any special meeting as far as practicable shall be:

- (i) Calling of the roll and certifying the proxies.
- (ii) Proof of notice of meeting or waiver of notice.
- (iii) Reading and disposal of any unapproved minutes.
- (iv) Receiving reports of officers.
- (v) Receiving reports of committees.
- (vi) Election of inspector of election (when required).
- (vii) Election of Directors, if necessary.
- (viii) Old business.
- (ix) New business.
- (x) Adjournment.

At all meetings of the Unit Owners Roberts' Rules of Order shall be followed unless two-thirds (2/3) of the votes allocated to owners present at any meeting vote to suspend those rules.

(j) Majority of Votes. Except as provided in subsection (iv) of section (k) of this Section 4, a vote of the majority of 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 by the Declaration, these By-Laws or by law.

(k) Method of Voting.

(i) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast the vote allocated to that Unit. If more than one of the owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the vote 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.

(ii) The vote of a corporation, business trust or limited liability company may be cast by any officer of such corporation or business trust or by a member of such limited liability company in the absence of express notice of the designation of a specific person by the board of directors or by-laws 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.

(iii) The vote allocated to a Unit may be cast pursuant to a directed or undirected 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 other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this subparagraph 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. A person may not cast votes representing more than fifteen (15%) percent of the votes in the Association pursuant to undirected proxies.

(iv) Votes may be conducted without a meeting, by electronic or paper ballot, in which event, the following requirements apply:

(A) The Association shall notify the Unit Owners that the vote will be taken by ballot.

(B) The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter.

(C) The ballot must set forth each proposed action or office to be filled and provide an opportunity to vote for or against the action or the candidates for office.

(D) When the Association delivers the ballots, it shall also: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of votes necessary to approve each matter other than election of Directors; (iii) specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three days after the date the Association delivers the ballot; and (iv) describe the time, date, and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.

(E) A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.

(F) Approval by ballot pursuant to this subsection is valid only if at least twenty (20%) percent of the persons entitled to cast votes cast such ballots.

(v) No vote allocated to a Unit owned by the Association may be cast.

(l) Quorum. Except as otherwise provided in these By-Laws or in the Declaration, a quorum is present throughout any meeting of the Unit Owners if persons entitled to cast twenty (20%) percent of the votes in the Association are present in person or by proxy at the beginning of the meeting.

SECTION 5 **ENFORCEMENT**

(a) Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Board of Directors, or the breach of any provision of the Declaration shall give the Board of Directors the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these By-laws:

- (i) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (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 Board of Directors shall not thereby be deemed liable for any manner of trespass; or
- (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(b) Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a reasonable fine for each day that a violation of the Declaration or Rules persists after such Notice and Hearing.

SECTION 6 **RECORDS**

(a) The Association shall retain the following records:

- (i) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
- (ii) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a Record of all actions taken by the Unit Owners or Board of Directors without a meeting, and a Record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
- (iii) The names of Unit Owners in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast;
- (iv) Its original or restated organizational documents, bylaws and all amendments to them, and all rules currently in effect;
- (v) All financial statements and tax returns of the Association for the past three (3) years;

(vi) A list of the names and addresses of its current Board of Directors members and officers;

(vii) Its most recent annual report delivered to the Secretary of the State, if any;

(viii) Financial and other records sufficiently detailed to enable the association to comply with section 47-270 of CIOA;

(ix) Copies of current contracts to which it is a party;

(x) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and

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

(b) Availability for Examination. Except as set forth below, records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, his or her duly authorized agents or attorneys and Eligible Mortgagees, at the expense of the Unit Owner or Eligible Mortgagee, during reasonable business hours or at a mutually convenient time and location and after five (5) days' notice in a Record identifying the specific records of the Association that are requested.

(i) Records which shall be withheld from inspection. Records retained by the Association shall be withheld from inspection and copying to the extent that they concern

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

(B) Information the disclosure of which would violate law.

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

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

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

(C) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, By-laws, or Rules;

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

(E) Records of an executive session of the Board of Directors; or

(F) Individual Unit files other than those of the requesting owner.

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

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

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

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

SECTION 7 **INSURANCE**

All provisions relating to insurance are to be found in the Declaration and the same are hereby incorporated by reference to the same extent and effect as if set forth herein verbatim.

SECTION 8 **NOTICE TO UNIT OWNERS**

(a) The Association shall deliver any notice required to be given by the Association hereunder to any mailing or electronic mail address a unit owner designates, except that the Association may also deliver notices by:

(i) hand delivery to each Unit Owner;

(ii) hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit;

(iii) electronic means, if the Unit Owner has given the Association an electronic address;
or

(iv) any other method reasonably calculated to provide notice to the Unit Owner.

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

SECTION 9
MODIFICATION OR AMENDMENT OF BY-LAWS

These By-Laws of the Association may be amended only by vote of at least two-thirds (2/3) of the members of the Board of Directors, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

SECTION 10
MISCELLANEOUS

(a) Fiscal Year. The fiscal year of the Association shall begin on October 1 of each year.

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

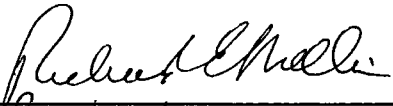
(b) Captions. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

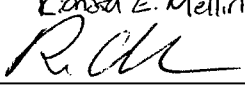
(d) Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, Westwood Village Condominium Association, Inc., by vote or agreement of at least fifty (50%) percent of the Unit Owners, after notice to mortgagees appearing on the records of the Association, has hereunto set its hand and caused these Amended and Restated By-Laws of Westwood Village Condominium Association, Inc. to be executed by Joe Blanco, its duly authorized President, this day of July, 2012.

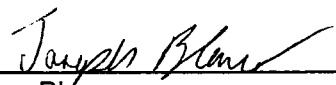
In the presence of:

Westwood Village Condominium Association, Inc.



Richard E. Mellin


Robin A. Kohn

By: 

Joe Blanco
Its President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss: Danbury

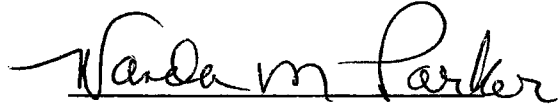
July
June 17, 2012

Personally appeared, Joe Blanco, President of Westwood Village Condominium Association, Inc., a Connecticut corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of such corporation, before me.



Commissioner of the Superior Court
~~Notary Public~~

Certified to be the Amended and Restated By-Laws of Westwood Village
Condominium Association, Inc., dated as of , 2012.



Secretary

Received for Record at Danbury, CT
On 07/17/2012 At 4:07:00 pm

