

DECLARATION OF COMMON INTEREST COMMUNITY

FAR VIEW COMMONS CONDOMINIUM

Far View Commons Condominium Corporation, a Connecticut corporation with a principal office at Connecticut Route 67, in the Town of Southbury, County of New Haven and State of Connecticut, does hereby make this Declaration for the uses and purposes set forth herein.

ARTICLE I

Submission of Property

Declarant does hereby submit certain real property and the buildings and improvements now or hereafter erected thereon, located in the Town of Southbury, County of New Haven and State of Connecticut, as more particularly described in Exhibit A attached hereto, to the provisions of the Common Interest Ownership Act, (Public Act 83-474) of the Connecticut General Statutes, as amended, for the purposes of establishing and creating Far View Commons Condominium.

ARTICLE II

Definitions

In the Common Interest Community Instruments, the following words and phrases shall have the meanings set forth herein:

Section 2.1 - Act. The Common Interest Ownership Act (Public Act 83-474) of the Connecticut General Statutes, as amended to the date hereof.

Section 2.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense Liability, and Votes in the Association, allocated to the Units of the Common Interest Community. The Allocated Interests are described in Article VIII of the Declaration and shown on Exhibit E attached hereto and made a part hereof.

Section 2.3 - Association. Far View Commons Condominium Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 44 of the Act.

Section 2.4 - By-Laws. The By-Laws of the Association, as they may be amended from time to time.

Section 2.5 - Common Elements. All portions of the Common Interest Community other than the Units.

Section 2.6 - Common Expenses.

1. Expenses of administration, maintenance, repair or replacement of the Common Elements;
2. Expenses declared to be Common Expenses by the Instruments or by the Act;
3. Expenses agreed upon as Common Expenses by the Association; and
4. Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 2.7 - Common Expense Liability. The liability for Common Expenses allocated to each Unit pursuant to Articles VIII and XVIII of this Declaration and in accordance with Section 27 of the Act.

Section 2.8 - Common Interest Community. "Common Interest Community" means real property described in a declaration with respect to which a person, by virtue of his ownership of a Unit, is obligated to pay for (A) real property taxes on, (B) insurance premiums on, (C) maintenance of, or (D) improvement of, any other real property other than that Unit described in the Declaration.

Section 2.9 - Condominium. A Common Interest Community in which portions of the real property are designed for separate ownership and the remainder of the real property is designated for common ownership solely by the owners of those portions. A Common Interest Community is not a condominium unless the undivided interest in the common elements are vested in the unit owners.

Section 2.10 - Declarant. Far View Commons Condominium Corporation, a Connecticut corporation having a principal place of business at Connecticut Route 67 in the Town of Southbury, County of New Haven and State of Connecticut, or its successor as defined in subsection 3 (12) of the Act.

Section 2.11 - Declaration. This document, including any amendments.

Section 2.12 - Development Rights. Any right or combination of rights reserved by the Declarant in the Declaration to (A) add real property to a Common Interest Community; (B) create Units, Common Elements, or Limited Common Elements within a Common Interest Community; (C) subdivide Units or convert Units into Common Elements; or (D) withdraw real property from a Common Interest Community.

Section 2.13 - Executive Board. The body, regardless of name, designated in the Declaration to act on behalf of the Association.

Section 2.14 - Identifying Number. A symbol or address that identifies the Unit in the Common Interest Community.

Section 2.15 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, such as buildings, paving, utility wires, pipes and light

poles.

Section 2.16 - Instruments. The Declaration, Survey and Plans and By-Laws recorded and filed pursuant to the provisions of the Act. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.17 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of subsections (2) or (4) of Section 22 of the Act, for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are more particularly described in Article VI of the Declaration.

Section 2.18 - Majority or Majority of Unit Owners. The holders of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means such percentage, portion or fraction in the aggregate of such portion of Votes.

Section 2.19 - 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. These provisions are set forth in Article XXIII of the Declaration.

Section 2.20 - 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. These provisions are set forth in Article XXIII of the Declaration.

Section 2.21 - Person. An individual, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal entity.

Section 2.22 - Plans. The plans filed with, and attached to and made a part of, the Declaration as Exhibit D, which Plans are entitled, "Far View Commons Southbury, Connecticut Building 20/21" consisting of Sheets 1 through 5, inclusive, of 5 Sheets.

Section 2.23 - Property. The land as described in Exhibit A attached hereto, and, all improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.24 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to the By-Laws.

Section 2.25 - 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 an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an

obligation.

Section 2.26 - Special Declarant Rights. Rights reserved for the benefit of the Declarant to (A) complete Improvements indicated on the Survey and Plans filed with the Declaration; (B) exercise any Development Rights, including the right to add land and units to the Common Interest Community; (C) maintain sales offices, management office, signs advertising the Common Interest Community, and models all within the Common Interest Community; (D) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within all or any portion of the Additional land which may be added to the Common Interest Community; or (E) appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant Control.

Section 2.27 - Survey. The survey filed with, and attached to and made a part of the Declaration as Exhibit C, which survey is entitled, "Far View Commons Condominium Southbury, Connecticut Site Plan", Sheet 1 and Sheet 2.

Section 2.28 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are more particularly described in Article V of this Declaration.

Section 2.29 - Unit Owner. The Declarant or other person who owns a Unit, but the term does not include a person holding an interest in a Unit solely as security for an obligation. The Declarant is the owner of any Unit created by the Declaration.

Section 2.30 - Votes. The votes allocated to each Unit as set forth on Exhibit E attached to and made a part of this Declaration.

ARTICLE III

Name and Type of Common Interest Community and Association

Section 3.1 - Common Interest Community. The name of the Common Interest Community hereby created is Far View Commons Condominium. The Common Interest Community is a Condominium.

Section 3.2 - Association. The name of the Association is Far View Commons Condominium Association, Inc. It is a non-stock corporation organized under the laws of the State of Connecticut.

ARTICLE IV

Description of Land

The entire Common Interest Community is situated on real property located in the Town of Southbury,

County of New Haven and State of Connecticut, which real property is more particularly bounded and described on Exhibit A attached to and made a part of this Declaration.

ARTICLE V

Maximum Number of Units; Boundaries

Section 5.1 - Number of Units. The Common Interest Community presently contains twelve (12) Units. The Declarant reserves the right to create up to a total of seventy-nine (79) units, including the initial twelve (12) units.

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

1. **Upper Boundary:** The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters, extended to an intersection with the vertical perimeter boundaries.
2. **Lower Boundary:** The horizontal plane or planes of the undercoated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.
3. **Vertical Perimeter Boundaries:** The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim, and thresholds along perimeter walls and floors; the exterior surfaces of closed windows and closed doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
4. **Inclusions:** Each Unit shall include the spaces and improvements lying within the boundaries described in Sections 5.2(a), (b) and (c) above, and shall also include the spaces and the improvements within such spaces containing any space heating, water heating and air conditioning apparatus, and all electrical switches, wiring, pipes, ducts, conduits and television, telephone and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.
5. **Exclusions:** Except when specifically included by other provisions of Section 5.2, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Section 5.2(a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements.
6. **Inconsistency with Plans.** If this definition is inconsistent with the Plans, then this definition shall control.

Section 5.3 - Identifying Numbers. The Identifying Number of each Unit is set forth on Exhibit E attached to and made a part of this Declaration.

ARTICLE VI

Limited Common Elements

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

1. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designed boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
2. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
3. Stoops and steps at the entrances to each Unit, which provide access to only one (1) Unit, shall be limited to the Unit to which they provide access.
4. Attic space above each Unit, the use of which is limited to the Unit beneath it.
5. Garages, the use of which is limited to the Units to which they are assigned as shown on Exhibit E attached to this Declaration.
6. Chimneys in each building, the use of which is limited to the Units which they serve.
7. Decks, walks, privacy yards and patios, the use of which is limited to the Units which they serve, as shown on the Plans and Survey.
8. Driveway areas immediately in front of each garage shall be limited to the Unit to which the garage is limited.

Section 6.2 - Allocation of Limited Common Elements. The Limited Common Elements allocated to each Unit in the Common Interest Community are set forth on Exhibit E attached to and made a part of this Declaration.

Section 6.3 - Expenses Allocated to Limited Common Elements. Common Expenses associated with the maintenance, repair or replacement of all Limited Common Elements shall not be separately assessed but shall be assessed against all the Units in accordance with their allocated Common Expense Liability.

Section 6.4 - Subsequently Allocated Limited Common Elements. No real property, other than real property subject to Development Rights, may be allocated subsequent to the recording of this Declaration as Limited Common Elements.

ARTICLE VII

Development Rights and Special Declarant Rights

Section 7.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

1. The right to add all or any part of certain real property to the Common Interest Community, which real property is more particularly bounded and described on Exhibit B attached to this Declaration and made a part hereof, and the right to add Units, Common Elements (including maintenance and recreational facilities) and Limited Common Elements within all or any part or parts of said real property (which real property is hereinafter referred to as the Additional Land); and
2. The right to withdraw real property from the Common Interest Community, including the right to withdraw any part or parts of all of the Additional Land after same has been added to the Common Interest Community, provided that no land shall be withdrawn from the Common Interest Community after a Unit on that land has been conveyed to a purchaser. Any portion of the Additional Land, when added to the Common Interest Community, may be specifically designated as being subject to this right of withdrawal by an express statement in the amendment to this Declaration by which such portion of the Additional Land may be added to the Common Interest Community.

Section 7.2 - Limitations on Development Rights. The Development Rights reserved in Section 7.1 are limited as follows:

1. The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of this Declaration or after the recording of any document by which the Declarant surrenders any Development Rights;
2. Not more than sixty-seven (67) additional Units may be created under the Development Rights;
3. The building and improvements constructed under the Development Rights shall be architecturally consistent with the buildings and improvements constructed pursuant to the Declaration as initially recorded and such buildings and improvements shall be consistent in terms of architectural style, quality of construction and size however, the Declarant does reserve the right to create different types (layouts) of units within the Common Interest Community other than the types shown on the Plans;
4. All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under the initial Declaration; and
5. All buildings and improvements to be added to the Common Interest Community shall be substantially completed prior to their addition to the Common Interest Community.

Section 7.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the areas of the Additional Land where the Declarant will exercise its Development Rights or the order in which such areas or all of the areas will be developed and the buildings containing Units and Common Elements may be built in any location where the Declarant deems appropriate. The exercise of Development Rights as to some portions of the Additional Land will not obligate the Declarant to exercise them as to other portions of the Additional Land.

Section 7.4 - Exercise of Development Rights. To exercise any Development Rights reserved under Section 7.1 of this Article VII, the Declarant shall prepare, execute and record an amendment to the Declaration which shall include plans and surveys as required by Section 29 of the Act. The Declarant is the Unit Owner of any Units thereby created. The amendment to the Declaration shall assign an Identifying Number to each new Unit created, and reallocate the allocated interest among all Units. The amendment shall describe any common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated to the extent required by Section 28 of the Act. Common Expenses shall be assessed against each Unit added to the Common Interest Community as of the date of recording of the amendment to this Declaration by which such Unit is created.

Section 7.5 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

1. To complete Improvements indicated on Surveys and Plans filed with the Declaration and to grant utility easements and water and sewer easements as are necessary to provide services to the Common Interest Community; further, the Declarant shall have the right to alter the design of privacy yards to passive solar greenhouses at the option of the initial Unit purchasers of the Unit to which such privacy yard is appurtenant;
2. To exercise any Development Rights;
3. To maintain within the Common Interest Community and within the Units owned by the Declarant, sales, offices, management offices, signs advertising the Common Interest Community, and models;
4. To use easements through the Common Elements for such purpose of making improvements within the Common Interest Community or within all or any portion of the Additional Land which may be added to the Common Interest Community; and
5. Appoint or remove any officer of the Association or any Master Association or any Executive board member during any period of "Declarant Control" (as hereafter defined).

Section 7.6 - Models. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office or as a management office. The number, size, location and relocation of such model units, sales office and management office shall be as the Declarant shall determine in its sole discretion, provided that the Declarant's use of the Common Elements for such purposes shall not unreasonably interfere with the use thereof by the Unit Owners.

Section 7.7. - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs and construction work and to store materials in secure areas, in Units owned by the Declarant and Common Elements, and the further right to control all such work and repairs, and the right of access thereto until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such easements through the Common Elements as

may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Development Rights or Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 7.8 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably interfere with the rights of Unit Owners to use and occupy the Common Elements.

Section 7.9 - Association or Executive Board Actions Subject to Declarant's Approval. Declarant my voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of "Declarant Control", but in that event the Declarant may require, for the duration of the period of "Declarant Control", that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 7.10 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Common Interest Community that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last Unit), from the property any and all goods and improvements used in the development, marketing and construction whether or not they have become fixtures.

Section 7.11 - Declarant Control of the Association.

1. Subject to the provisions of subsection (b) of this Section 7.11 there shall be a period of "Declarant Control" of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of "Declarant Control" terminates no later than the earlier of: (1) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than the Declarant; (2) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business; (3) two years after any right to add new Units was last exercised; or (4) the date five (5) years after the date of recording of this Declaration of Common Interest Community among the Southbury Land Records.
2. Not later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, not less than one-third (but at least one) of the members of the Executive Board shall be elected by Unit owners other than the Declarant.
3. Except as otherwise provided in subsection 711 (b), not later than the termination of any period of "Declarant Control", the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
4. Notwithstanding any provision of the Declaration or By-Laws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners

at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.12 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any units or any Security Interest on any Units, or for seven (7) after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

ARTICLE VIII

Allocated Interests

Section 8.1 - Allocation of Interests. Each Unit's Identifying Number, Allocated Interests, Votes in the Association and Limited Common Elements are set forth on Exhibit E attached to and made a part of this Declaration. The Allocated Interests have been determined in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interest if Units are added to the Common Interest Community by the exercise of the Declarant's Development Rights.

Section 8.2 - Formulas for the Allocation of Interests. The Allocated Interest for each Unit have been determined using the following formulas:

1. Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements, attics and garages are not to be considered. All floor areas have been rounded to the nearest whole number.
2. Liability for Common Expenses. The percentage of liability for Common Expenses allocated to each Unit shall equal the percentage of undivided interest in the Common Elements which is allocated to each Unit. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to particular Units as provided in Article XVIII of this Declaration.
3. Votes. Each Unit in the Common Interest Community shall have one equal vote in the Association.

ARTICLE IX

Restrictions on Use, Alienation or Occupancy

Section 9.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions apply to all Units (including all Units added to the Common Interest Community pursuant to the Declarant's Development Rights) and to the Common Elements:

1. Each Unit is restricted to residential use except for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed outside a Unit or from the window of a Unit. A residential use is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of Southbury, Connecticut.
2. External garages are restricted to use by the Units to which such garage is a Limited Common Element, as storage and as parking space for vehicles, specifically excluding however, trucks and commercial vehicles larger than three quarter ton and recreational vehicles, trailers and campers.

Section 9.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

ARTICLE X

Easements and Licenses

All easements and licenses to which the Common Interest Community is subject are listed in Exhibit F attached to and made a part of this Declaration.

ARTICLE XI

Reallocation of Limited Common Elements

Section 11.1 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated to a Unit other than the Unit to which such Limited Common Element is allocated by the terms of this Declaration and the Exhibits attached hereto.

ARTICLE XII

Additions, Alterations and Improvements

Section 12.1 - Additions, Alterations and Improvements by Unit Owners.

1. No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community and his Unit without the prior written consent thereto of the Executive Board. The Executive Board shall answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in writing within sixty (60) days after such request. If the Executive Board fails to respond to such request within said sixty (60) day period, it shall be deemed that the Executive Board has not consented to same. The

Executive Board shall review requests in accordance with the provisions of its rules.

2. In addition to provisions of subsection 12.1 (a), a Unit Owner:

1. May make any improvements or alterations (other than structural additions, alterations and improvements) to the interior of his Unit that do not, (1) impair the structural integrity or mechanical systems or (2) lessen the support of any portion of the Common Interest Community or (3) change the appearance of the Common Elements or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association.
2. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter an intervening partition or create appurtenance therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

ARTICLE XIII

Relocation of Boundaries Between Adjoining Units

Section 13.1 - Application and Amendment. Subject to approval of any structural changes pursuant to Article XII, the boundaries between adjoining units may be relocated by an amendment to the Declaration on application to the Association by the owners of those units. If the owners of the adjoining units have specified a reallocation between their Units of their allocated interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and, upon recording, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 - Recording Amendments. The Association shall prepare and record surveys or plans necessary to show the altered boundaries between adjoining Units, and their dimensions and Identifying Numbers.

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

ARTICLE XIV

Amendments to Declaration

Section 14.1 - General. Except as elsewhere provided in this Declaration, the Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least

sixty seven percent (67%) of the votes in the Association are allocated, except that amendments necessitated by the exercise of Development Rights shall be effective if signed and approved only by the Declarant.

Section 14.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.

Section 14.3 - Recordation of Amendments. Every amendment to the Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recordation. An amendment, except an amendment pursuant to Article XIII of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 14.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by the provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of all Unit Owners.

Section 14.5 - Execution of Amendments. Amendments to the Declaration required by the Act or 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 designed for that purpose or, in the absence of such designation, by the president of the Association, or as otherwise specified by the provision of the Act or this Declaration which requires such amendment.

Section 14.6 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.7 - Consent of Holders of Security Rights. Amendments are subject to the consent requirement by holders of Security Interests as set forth in Article XVII of this Declaration.

ARTICLE XV

Amendments to By-Laws

Section 15.1 - Amendments to By-Laws. The By-Laws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purposes, except as limited by Article XXV of this Declaration. In the event the Executive Board shall not have proper authority to amend the By-laws, the By-laws shall be amended only upon affirmative vote of at least 67% of the votes in the Association.

ARTICLE XVI

Termination

Section 16.1 - Termination. Termination of the Common Interest Community may be accomplished only in accordance with Section 38 of the Act.

ARTICLE XVII

Mortgagee Protection

Section 17.1 - Introduction. This Article established certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 17.2. This Article is supplemental to, and not in substitution for, any other provisions of the Common Interest Ownership Act, but in the case of conflict, this Article shall control.

Section 17.2 - Definitions. As used in this Declaration, the following terms shall have the meanings hereafter set forth:

1. **Eligible Mortgagee:** The holder of a first Security Interest on a Unit who has notified the Association in writing of, (1) its name and address, and (2) that it holds a Security Interest on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article XVII.
2. **Eligible Insurer:** An insurer or guarantor of a first Security Interest who has notified the Association in writing of, (1) its name and address, and (2) that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in this Article XVII.
3. **Percentage of Eligible Mortgagees:** Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by eligible Mortgagees holding Security Interests on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 17.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

1. Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
2. Any delinquency in the payment of Common Expense assessments owned by an Owner whose Unit is subject to a first Security interests held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of 60 days;
3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond

maintained by the Association;

4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 17.4; and
5. Any judgment rendered against the Association.

Section 17.4 - Prior Consent Required.

1. Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Association or Unit Owners described in this Section 17.4 (a) may be adopted without the vote of at least sixty-seven percent (67%) of the Unit owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:
 1. Assessments, assessment liens or subordination of assessment liens;
 2. Voting rights;
 3. Reserves for maintenance, repair and replacement of Common Elements;
 4. Responsibility for maintenance and repairs;
 5. Reallocation of interest in the Common Elements or Limited Common Elements;
 6. Rights to use Common Elements and Limited Common Elements;
 7. Boundaries of Units (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
 8. Convertibility of Units into Common Elements or Common Elements into Units;
 9. Expansion or contraction of the Common Interest Community by the Association, or the addition, annexation or withdrawal of property to or from the Common Interest Community by the Association;
 10. Insurance or fidelity bonds;
 11. Leasing of Units;
 12. Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 13. Establishment of self-management when professional management had been required previously by an Eligible Mortgagee of a Unit;
 14. Restoration or repair of the Common Interest Community (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
 15. Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 16. The benefits of holders, insurers or guarantors of Security Interests on any units.
1. Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:
 1. Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or

- for other public purposes consistent with the intended use of the Common Elements by the Association shall not be deemed a transfer within the meaning of this clause);
2. The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 3. The restoration or repair of the Common Interest Community (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
 4. Termination of the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
 5. The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected) in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
 6. The merger of this Common Interest Community with any other common interest community;
 7. The creation of any additional improvements by the Association on any portion of the Common Elements which is subject to any Development Rights;
 8. The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
 9. The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
 10. Any action taken not to repair or replace the Property.
1. The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 17.5 - Inspection of Books. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 17.6 - Financial Statements. Upon written request by any Eligible Mortgagee or Eligible Insurer, the Association shall provide to such Eligible Mortgagee or Eligible Insurer requesting same, a copy of an annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

1. The Common Interest Community contains fifty or more Units; or
2. Any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 17.7 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, in law, or in equity.

Section 17.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XVIII

Assessment and Collection of Common Expenses

Section 18.1 - Apportionment of Common Expenses. Except as provided in Section 18.2, all Common Expenses shall be assessed against all Units in the same percentage for each Unit as is equal to each Unit's Allocated Interest in the Common Elements as shown on Exhibit E attached to and made a part of this Declaration.

Section 18.2 - Common Expenses Attributable to Fewer than all Units.

1. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit owner shall be assessed against the Unit which benefits from such service.
2. Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
3. Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in accordance with their Allocated Interest for Common Expenses.
4. If any Common Expense is caused by the misconduct of any Unit Owner, the Association may, after Notice and Hearing as provided in Article XXIII hereof, assess that expense exclusively against his Unit.
5. Fee, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Instrument and the Act are enforceable as Common Expense assessments against the specific Unit.

Section 18.3 - Lien.

1. The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
2. A lien under this Section is prior to all other liens and encumbrances on a Unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in subdivision (2) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 18.4 of this Article which would

have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in subdivision (2) of this subsection. 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.

3. Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
4. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if an owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
5. This Section does not prohibit actions to recover sums for which subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
6. A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
7. The Association's lien may be foreclosed in like manner as a mortgage on real property.
8. No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.
9. If a holder of a first or second Security Interest on a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Section 59(b) of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

Section 18.4 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of the Unit owners reject the budget, the budget is ratified whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 18.5 - Ratification of Special Assessments. If the Executive Board votes to levy a special assessment in an amount greater than fifteen percent (15%) of the current annual operating budget for the Association, the Executive Board shall submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 18.4.

Section 18.6 - Certificate of Payment of Common Expense Assessments. The Association, within then (10) business days after receipt of a written request by a Unit Owner and payment by the Unit Owner of any reasonable fee for preparation of the certificate and other materials, shall furnish a certificate

containing the information necessary to enable the Unit Owner to comply with Section 71 of the Act, and any other documents required by said Section. A Unit Owner providing a certificate and documents pursuant to subsection (a) of Section 71 of the Act is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate and documents. A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the Association. A Unit Owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate and documents in a timely manner.

Section 18.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Section 18.1 and 18.2 shall be due and payable in substantially equal monthly installments over a period of time for which the budget shall be in effect, each such monthly installment to be due on the first day of each calendar month.

ARTICLE XIX

Right to Assign Future Income and

Conveyance of Common Elements

Section 19.1 - Assignment of Future Income. Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense assessments, as collateral for any financing provided to the Association.

Section 19.2 - Conveyance of Common Elements. Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association if Unit Owners entitled to cast at least eighty percent of the votes in the Association, including eighty percent of the votes allocated to Units not owned by the Declarant, agree to that action; but all owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common element or subject it to a Security Interest. The Common Elements may be conveyed or subjected to a Security Interest as provided in this Section free of the lien on the undivided interests in the Common Elements held by all holders of Security Interests on the Units, if eighty percent (80%) of the holders thereof consent in writing to the sale or encumbrance. Unless eighty percent (80%) of the holders of Security Interests on Units have consented in writing to the sale or encumbrance as provided in this Section, a conveyance or encumbrance of the Common Elements pursuant to this Section does not affect the priority or validity of preexisting encumbrances. Proceeds of the sale or financing are an asset of the Association.

An agreement to convey Common Elements in or to subject them to a Security Interest, shall be evidenced by the execution of an agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement shall specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof shall be recorded in every town in which a portion of the Common Interest Community is situated, and is effective only on

recordation.

A conveyance or encumbrance of the Common Elements pursuant to this Section does not deprive any Unit of its rights of access and support.

ARTICLE XX

Persons and Units Subject to Instruments

Section 20.1 - Compliance with Instruments. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into a lease or the entering into occupancy of a Unit constitutes an agreement that the provisions of the Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 20.2 - Adoption of Rules. The Executive Board may adopt rules regarding the use and occupancy of Units, Common Elements and Limited Common Elements and the activities of occupants, subject to Notice and Comment, except that the initial Rules are attached to and made a part of the By-Laws of the Association which are to be recorded with this Declaration.

ARTICLE XXI

Insurance

Section 21.2 - Maintaining Insurance. Commencing not later than the time of the first conveyance of a Unit to a Person other than the Declarant, the Association shall obtain and maintain insurance as required by the Act and the Declaration, to the extent reasonably available.

Section 21.2 - Physical Damage. The Association shall maintain hazard insurance on the Common Elements (including the Limited Common Elements) and all fixtures, building service equipment and common personal property and supplies belonging to the Association, insuring against all loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the Common Elements (including the Limited Common Elements), exclusive of the replacement cost of land, excavations, foundations and other items normally excluded from property casualty policies. The insurance maintained under this Section, to the extent reasonably available, shall include the Units, (but not to include improvements and betterment's installed by Unit Owners.) Prior to obtaining any insurance on Common Elements under this Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common

Elements or obtain an agreed amount endorsement.

Section 21.3 - Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Section 21.4 - Other Provisions. Insurance policies carried pursuant to Sections 21.2 and 21.3 shall provide that:

1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
2. The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;
3. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
5. Such policies shall contain an "Agreed Amount and Inflation Guard Endorsement", if obtainable;
6. Such policies shall contain construction code endorsements, including Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement and Increased Cost of Construction Endorsement, if obtainable;
7. Such policies shall contain a Steam Boiler Coverage Endorsement providing coverage of not less than \$50,000.00 for each accident at each location, if obtainable;
8. The insurer shall recognize any Insurance Trust Agreement;
9. The Association for the use and benefit of all Unit Owners shall be the named insured; and;
10. Such policies shall contain a standard mortgage clause.

Section 21.5 - Insurance Not Reasonably Available. If the insurance described in Sections 21.2 and 21.3 is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

Section 21.6 - Payment of Insurance Proceeds. Any loss covered by the property hazard policy under Section 21.2 shall be adjusted with the Association, but the insurance proceeds for the loss are payable to any insurance trustee designated by the Executive Board 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 Security Interest holders as their interest may appear. Subject to the provisions of Article XXII, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and Security Interest holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Interest Community has been completely repaired or restored, or the Common Interest Community is terminated.

Section 21.7 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 21.8 - Workers' Compensation Insurance. The Executive Board may, upon the affirmative vote of a majority thereof at any meeting as which a quorum is present, obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 21.9 - Directors' and Officers' Liability Insurance. The Executive Board may, upon the affirmation vote of a majority thereof at any meeting at which a quorum is present, obtain and maintain directors' and officers' liability insurance, if available, covering all of the members of the Executive Board and Officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.10 - Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate, including such fidelity bonds as may be required by the By-Laws of the Association.

Section 21.11 - Insurance Certificates. An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association and on written request, to any Unit Owner or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it or make any substantial change in the coverage until ten (10) days after written notice of the proposed cancellation or non-renewal or change 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 know address.

ARTICLE XXII

Damage To or Destruction of Property

Section 22.1 - Duty to Repair or Restore. Any portion of the Common Interest Community for which insurance is required under Article XXI which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (A) the Common Interest Community is terminated, in which case Section 38 of the Act applies, or (B) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (C) eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense.

Section 22.2 - Distribution of Insurance Proceeds. If the entire Common Interest Community is not repaired or replaced, (A) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and (B) except to the extent that other persons will be distributees, (1) the insurance

proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interest may appear, and (2) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interest may appear, in proportion to the Allocated Interests of all the Units.

Section 22.3 - Determination Not to Repair or Restore. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests shall be automatically reallocated as if the Unit had been condemned under subsection (a) of Section 7 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 22.4 - Certificates by the Executive Board. An insurance trustee, if one is appointed under the provisions of Section 21.6, may rely on the following certifications in writing by the Executive Board:

1. Whether or not damaged or destroyed property is to be repaired or restored;
2. The amount or amounts to be paid for repairs or restoration and the names and addresses of the contractors to whom such amounts are to be paid.

Section 22.5 - Certificates by Attorney. If payments are to be made to Unit Owners or holders of Security Interests, the Executive Board, and the trustees, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Southbury from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of Security Interests.

ARTICLE XXIII

Rights to Notice and Comment; Notice and Hearing

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the By-Laws or the Rules, or adopts a budget for the Association or votes to levy a special assessment in an amount greater than fifteen percent (15%) of the current annual operating budget for the Association and at any other time as the Executive Board shall determine, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such addresses as appears in the records of the Association. The notice shall be given not less than five (5) days (unless otherwise required by other provisions of this Declaration in which event such other provision shall control) before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting of Unit Owners.

Section 23.2 - Right to Notice and Hearing. Whenever the Instruments 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 Executive Board, a committee, an officer, the manager, etc.) shall give written notice of

the proposed action to all Unit Owners or occupants of Units whose interests would be significantly affected by the proposed action and the date, time and place of hearing, which notice shall be given not less than five (5) days prior to the proposed hearing, unless otherwise required by the provisions of this Declaration in which event such other provision shall control. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 23.3 - Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within then (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days

after such decision, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIV

Open Meetings

Section 24.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting, shall be open to the Unit Owners, except as hereafter provided.

Section 24.2 - Notice. Notice of every such meeting shall be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Association, except that such notice will not be required if any emergency situation requires that the meeting be held without delay.

Section 24.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

1. No action is taken at the executive session requiring the affirmative vote of members of the Executive Board; or
2. The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXV

Executive Board Limitations

Section 25.1 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term, provided such vacancy is not the result of the removal of a member of the Board by the Unit Owners, in which event the Unit Owners shall fill such vacancy.

ARTICLE XXVI

Miscellaneous

Section 26.1 - Captions. The captions contained in the Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Instruments nor the intent of any provision thereof.

Section 26.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

Section 26.3 - Waiver. No provision contained in the Instrument is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 26.4 - Invalidity. The invalidity of any provision of the Instrument does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Instruments shall continue in full force and effect.

Section 26.5 - Conflict. The Instruments are intended to comply with the requirements of the Act, Public Act 83-474, Connecticut General Statutes, as amended. In the event of any conflict between the Instruments and the provisions of the Act, the provisions of the Act shall control. In the event of any conflict between this Declaration and any other Instrument, this Declaration shall control.

Section 26.6 - Execution of Documents. The president or secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Instruments.

EXHIBIT "A"

DECLARATION OF COMMON INTEREST COMMUNITY

FAR VIEW COMMONS CONDOMINIUM

PROPERTY DESCRIPTION

PARCEL I

All that certain piece of parcel of real property, together with the buildings and improvements thereon, located in the Town of Southbury, County of New Haven and State of Connecticut, as shown on a certain map or plan entitled, "Far View Commons Condominium Site Plan - Sheet 2 Southbury, Connecticut J.I. Black Associates 452 Derby Avenue, West Haven, Connecticut 06516 scale: 1"=20' No. 198056 Date: 9-24-84 Rev. 11-01-84", which map or plan is on file with the Town Clerk of the Town of Southbury as Exhibit C of the Declaration of Common Interest Community Far View Commons Condominium, to which reference may be had; said piece or parcel of real property is more particularly bounded and described as follows:

Commencing at a point on the southerly side of Connecticut Route No.67, which point is 333.01' east of a CHD monument; thence running S 40 ° 58' 27" W, a distance of 205.00' to a point: thence running S 17 ° 07' 39" E, a distance of 146.90' to a point; thence running S 38 ° 36' 14" W a distance of 200.00' to a point in a northerly line of land now or formerly of the State of Connecticut; thence running the following two (2) courses and distances along the northerly line of land now or formerly of the State of Connecticut, (1) N 51 ° 23' 46" W, a distance of 125.00 feet, and (2) along the arc of a curve having an interior angle of 5 ° 14' 52" and a radius of 2914.43', a distance of 266.94', to a point; thence running N 34 ° 30' 00" E, a distance of 309.35' to a point; thence running S 55 ° 30' 00" E, a distance of 77.83' to a point; thence running along the arc of a curve having an interior angle of 83 ° 31' 33" and a radius of 175.00', a distance of 255.12' to a point; thence running N 40 ° 58' 27" E, a distance of 20.82' to a point on the southerly side of Connecticut Route No. 67; thence running S 49 ° 01' 33" E, along the southerly side of Connecticut Route No. 67, a distance of 60.01' to the point or place of beginning.

Together with all rights, benefits and easements as set forth in a certain Declaration of Restrictions by Arthur E. Olsen and Shirley J. Olsen and the Southbury Land Trust, Inc., dated April 30, 1984, and recorded in Volume 171, at page 488, of the Southbury Land Records.

PARCEL II

All that certain piece or parcel of real property located in the Town of Southbury, County of New Haven and State of Connecticut, as shown on a certain map or plan entitled "Parcel B 14.565 acres Map Prepared for Far View Commons Condominium Site Plan Sheet III Town of Southbury County of New Haven State of Connecticut Scale 1"=100' June, 1971 Revised June 1984 to update survey", which map or plan is on file with the Town Clerk of the Town of Southbury, as Exhibit C of the Declaration of Common Interest Community Far View Commons Condominium, subject however, to such use restrictions as are set forth in the zoning regulations of the Town of Southbury, Connecticut, to which reference may be had.

EXHIBIT "B"

DECLARATION OF COMMON INTEREST COMMUNITY

FAR VIEW COMMONS CONDOMINIUM

DESCRIPTION OF "ADDITIONAL LAND"

Description of "Additional Land"

All that certain piece or parcel of real property located on the southerly side of Connecticut Route No. 67 in the Town of Southbury, County of New Haven and State of Connecticut, shown and being designated as "Additional Land Area = 14.61 Acres Subject to Development Rights See Declaration, Article VII" on a certain map or plan entitled, "Far View Commons Condominium Site Plan Sheet I Southbury Connecticut J.I. Black Associates, Inc. Engineers & Land Surveyors Orange, Connecticut Date: May 29, 1984 Scale: 1" = 60' DWG. No.: 198056 Sheet 1 of 2 Revisions 6-28-84 A-2 Cert. 8-28-84 As Build Found 20 & 21 9-19-84 11-01-84", which map or plan has been filed with the Town Clerk of said Town of Southbury, to which reference may be had.

EXHIBIT "C"

DECLARATION OF COMMON INTEREST COMMUNITY

FAR VIEW COMMONS CONDOMINIUM

SURVEY(S)

EXHIBIT "E"

DECLARATION OF COMMON INTEREST COMMUNITY

FAR VIEW COMMONS CONDOMINIUM

LIST OF UNITS, ALLOCATED INTERESTS AND LIMITED COMMON ELEMENTS

EXHIBIT "F"

DECLARATION OF COMMON INTEREST COMMUNITY

FAR VIEW COMMONS CONDOMINIUM

EASEMENTS AND LICENSES

1. Easement to Algonquin Gas Transmission Co., recorded in Volume 79, at Page 204, of the Southbury

Land Records.

2. Proposed easements for storm and sanitary sewers and easements for utilities services.
3. Terms, Conditions, Covenants, Restrictions, Reservations and Easements set forth in the Declaration of Common Interest Community for Far View Commons Condominium, made by Far View Commons Condominium Corporation, and to be recorded among the land records of the Town of Southbury, Connecticut.
4. Inland-Wetlands Regulations for the Town of Southbury.
5. Zoning Regulations of the Town of Southbury which restrict the use of Parcel B as shown on the surveys included with the Declaration of Common Interest Community, to use as an open space and for recreational purposes only.
6. Drainage Rights of others along Connecticut Route No. 67.

BY-LAWS OF

FAR VIEW COMMONS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Introduction

These are the By-Laws of Far View Commons Condominium Association, Inc.

ARTICLE II

EXECUTIVE BOARD

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

1. The affairs of the Common Interest Community and the Association shall be governed by an Executive Board consisting of seven (7) persons, who, excepting the members of the Executive Board elected by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a member of the Executive Board. The members of the Executive Board shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Board members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these By-Laws or the Corporation Laws of the State of

Connecticut.

2. The term of at least one third (1/3) of the members of the Executive Board shall expire annually, as established in a resolution of the Executive Board setting terms.
3. Section 7.11 of the Declaration shall govern appointment of members of the Executive Board during the period of Declarant Control.
4. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
5. At any time after Unit Owners other than the Declarant are entitled to elect a member of the Executive Board, the Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

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

1. Adopt and amend By-Laws and Rules and Regulations subject to the limitations of the Declaration and By-Laws;
2. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
3. Hire and discharge managing agents;
4. Hire and discharge employees and agents other than managing agents and independent contractors;
5. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself, or on behalf of any two or more Unit Owners on matters affecting, generally the Common Interest Community;
6. Make contracts and incur liabilities;
7. Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
8. Cause additional improvements to be made as part of the Common Elements;
9. 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 the Declaration and Section 55 of the Act;
10. Grant easements, leases, licenses and concessions for no more than one year through or over the Common Elements;
11. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsection (2) and (4) of Section 22 of the Act, and for services provided to Unit Owners;
12. 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, Rules and regulations of the Association;
13. Impose reasonable charges for the preparation and recordation of amendments to the Declaration,

- resale certificates required by Section 71 of the Act or statements of unpaid assessments;
14. Provide for the indemnification of its officers and Executive Board members and maintain directors' and officers' liability insurance;
 15. Assign its right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XIX of the Declaration;
 16. Exercise any other powers conferred by the Declaration or By-Laws;
 17. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
 18. Exercise any other powers necessary and proper for the governance and operation of the Association; and
 19. By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. Any committee must maintain and publish notice of its actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and members of the Executive Board are required to exercise (1) if appointed by the Declarant, the care required of fiduciaries of the Unit Owners and (2) if elected by the Unit Owners, ordinary and reasonable care.

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

Section 2.5 - Manager. The Executive Board may employ for the Common Interest Community, a manager at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager all of the powers granted to the Executive Board by these By-Laws other than the powers set forth in subdivisions (a), (b), (c), (e), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), and (s) of Section 2.2. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

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

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

1. as to vacancies of Executive Board members whom Unit Owners other than the Declarant elected, by a majority of the remaining such members, constituting Executive Board,
2. as to vacancies of members whom the Declarant has the right to appoint, by the Declarant.

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

Section 2.8 - Organization Meeting. The first meeting of the Executive Board for each year shall be held within ten (10) days after each annual meeting of the Unit Owners at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall be elected. No notice shall be necessary to the newly elected board members in order to legally constitute such meeting, providing a majority of the members shall be present at such meeting.

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

Section 2.10 - Location of Meeting. All meetings of the Executive Board shall be held within the Town of Southbury, Connecticut, unless all members thereof consent in writing to another location.

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

Section 2.12 - Quorum of Board Members. At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.13 - Fidelity Bonds. The Executive Board shall obtain Fidelity Bonds in an amount equal to the sum of three (3) months' Common Expense assessments on all units plus the Associations' reserve funds, for all officers, employees and agents of the Association, including any managing agent employed by the Association, handling or responsible for Association funds. The premium on such bonds shall constitute a Common Expense. The bonds shall include a provision that requires ten (10) days prior written notice to the Association and to the holder of a Security Interest to whom a certificate has been issued, before the bonds can be canceled or substantially modified for any reason.

Section 2.14 - Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, although members acting as officers or employees may be

compensated for such duties.

Section 2.15 - Consent to Corporate Action. If all members of the Executive Board or all members of a committee of the Executive Board established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the Executive Board or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consent with the minutes of the meetings of the Executive Board.

ARTICLE III

Unit Owners

Section 3.1 - Annual Meeting. Annual meetings of Unit Owners shall be held at such time and place during the month of January of each calendar year as the Executive Board may designate. At such meeting, the board members shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of these By-Laws. No cumulative voting shall be permitted for the election of members of the Executive Board. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings to consider the proposed budget shall be called in accordance with Section 18.4 of the Declaration. The budget may be considered at annual or special meetings called for other purposes as well.

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

Section 3.4 - Special Meetings. Special meetings of the Association may be called by the President, or by a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the votes in the Association.

Section 3.5 - Notice of Meetings. Not less than ten (10) nor more than sixty (60) days in advance of any meeting of Unit Owners, the Secretary or other officer specified by the Executive Board shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by a Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes and any proposal to remove an officer or member of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners

who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.7 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

1. Roll call (or check-in procedure).
2. Proof of notice of meeting.
3. Reading of minutes of preceding meeting.
4. Reports.
5. Establish number and term of members of the Executive Board (if required by notices).
6. Election of inspectors of elections (when required).
7. Election of members of Executive Board (when required).
8. Ratification of budget (if required).
9. Unfinished business.
10. New business.

Section 3.8 Voting.

1. If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. No fractional votes shall be counted. There is a majority agreement if any one of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
2. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if not dated or purports to be revocable without notice. A proxy terminates one year after its date unless the proxy specifies a shorter term.
3. The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or 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.
4. No votes allocated to a Unit owned by the Association may be cast.

Section 3.9 - Quorum. Except as otherwise provided in these By-Laws or in the Declaration, a quorum is present throughout any meeting of the Association if persons entitled to cast more than fifty percent

(50%) of the votes that may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting.

Section 3.10 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

ARTICLE IV

Officers

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

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

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

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

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

be imposed upon him by the Executive Board or by the president.

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

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

Section 4.8 - Agreements, Contracts, Deeds, Check, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these By-Laws and Section 26.6 of the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by an officer of the Association or by such other person as may be designated by the Executive Board.

Section 4.9 - Compensation. The Executive Board shall provide for compensation, if any, of officers of the Association.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a manager employed by the Association, or in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 71 of the Act and statements of unpaid assessments in accordance with Section 59(h) of the Act.

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

ARTICLE V

Operation of the Property

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

1. 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 contrary to the intent and meaning of the provisions hereof (in which case the Association shall institute legal proceedings to remove such permanent addition or alteration), and the Executive Board shall not thereby be deemed liable for any manner of trespass; or
2. To enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, following Notice and hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Instruments or Rules persists after written notice of such violation is given to the Unit Owner by the Executive Board.

ARTICLE VI

Indemnification

The members of the Executive Board and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 133-454a of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof.)

ARTICLE VII

Records

Section 7.1 - Records and Audits. The Association shall maintain accounting records, which shall include:

1. A record of all receipts and expenditures.
2. An account for each Unit which shall designate the name and address of each Unit Owner, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account and the balance due;
3. A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;

4. An accurate account of the current balance in the reserve for replacement and for emergency repairs.

The financial records shall be maintained and audited in accordance with the Act and Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Instruments.

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any Eligible Mortgagee, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3 - Statutory Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 71 of the Act as follows:

1. An account for each Unit showing the amount of the monthly Common Expenses assessment and any unpaid common expense or special assessments currently due and payable from each Unit Owner.
2. An account for each Unit Owner showing any other fees payable by each Unit Owner.
3. A statement of any capital expenditures in excess of One Thousand Dollars (\$1,000.00) approved by the Executive Board for the current and next succeeding fiscal years.
4. A statement of the amount of any reserves for capital expenditures.
5. The current operating budget adopted by the Executive Board pursuant to the Declaration and Section 58(a) of the Act and ratified by the Unit Owners pursuant to the procedures of the Declaration and Section 46(c).
6. A record of any unsatisfied judgments against the Association and the existence and status of any pending suits in which the Association is a defendant.
7. A record of insurance coverage provided for the benefit of Unit Owners.
8. A statement of any restrictions in the Declaration affecting the amount that may be received by a Unit owner on sale, condemnation, casualty loss to the Unit or the Common Interest Community or termination of the Common Interest Community.

Section 7.4 - Form Resale Certificate. The Executive Board shall adopt a form resale certificate to satisfy the requirements of Section 71 of the Act.

ARTICLE VIII

Miscellaneous

Section 8.1 - Notices. All notices to the Association or the Executive Board shall be in writing and shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time by notice in writing

to all Unit Owners and to all Eligible Mortgagee. Except as otherwise provided, all notices to any Unit Owner shall be sent to his address as it appears in the records of the Association. All notices to Eligible Mortgagees shall be sent, except where a different manner of notice is specified elsewhere in the Instruments, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Executive Board. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

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

Section 8.3 - Waiver. No restrictions, conditions, obligations or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

ARTICLE IX

Definitions

Section 9.1 - Definitions. All terms in these By-Laws which are defined in the Declaration shall have the same meanings as used in these By-Laws as are set forth in the Declaration.

Certified to be the By-Laws adopted by consent of the incorporator(s) of Far View Commons Condominium Association, Inc., this _____ day of _____, 1984.