

ELM CORNERS CONDOMINIUM
ASSOCIATION, INC.



CONDOMINIUM DOCUMENTS



PREPARED BY
RESIDENTIAL MANAGEMENT CORPORATION

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AMENDED AND RESTATED DECLARATION
OF
ELM CORNERS CONDOMINIUM ASSOCIATION INC.

This AMENDED DECLARATION was duly adopted by the Elm Corners Condominium Association Inc., on the 27th day of August, 2010.

The Elm Corners Condominium was established pursuant to Declaration recorded in Volume 135 at Page 826 of the Windsor Locks Land Records.

There have been Amendments to the Declaration to create a total of Forty-Three (43) Buildings and Sixty-Two (62) Residential Units as follows:

Amendment dated June 16, 1980 and recorded in Volume 136 at Page 409 of the Windsor Locks Land Records;

Amendment dated October 1, 1987 and recorded in Volume 173 at Page 454 of the Windsor Locks Land Records; and

Amendment dated November 22, 1988 and recorded in Volume 184 at Page 85 of the Windsor Locks Land Records.

The Declaration and all amendments of Record are incorporated by reference into this Amended Declaration.

Elm Corners Condominium shall be governed by the provisions of this Amended and Restated Declaration, Amended ByLaws and as said Documents may be further amended at future dates.

ARTICLE 1
Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act. The Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, as amended.

Section 1.2 – Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and the Votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are not changed

by this Amended Declaration and Schedule A-2 is attached and a part of this Amended Declaration.

Section 1.3 – Assessment. The sums attributable to a unit and due to the Association pursuant to C.G.S. Section 47-257 of the Act, as amended.

Section 1.4 – Association. Elm Corners Condominium Association Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act.

Section 1.5 – ByLaws. "ByLaws" means the Documents, however denominated, that contain the procedures for conduct of the affairs of the Association regardless of the form in which the Association is organized, including any amendments to the Documents.

Section 1.6 – Common Elements. All portions of the Common Interest Community other than the Units.

Section 1.7 – Common Expenses. Common Expenses shall mean and include (without limitation) the following:

- (a) Expenses of administration, maintenance, repair or replacement of Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses declared to be Common Expenses by the Association; and
- (d) 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 1.8 – Common Interest Community. Elm Corners Condominium.

Section 1.9 – Damaged or Destroyed. A portion of the Common Interest Community is Damaged or Destroyed (suffers Damage or Destruction) if it suffers physical damage of a type and caused by an occurrence of a type covered by the casualty insurance required by Section 47-255 of the Act, as amended, or by this Declaration, or for which insurance carried by the Association is in effect.

Section 1.10 – Declaration. The Amended and Restated Declaration.

Section 1.11 – Director. A member of the Executive Board.

Section 1.12 – Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the ByLaws and the Rules as they may be amended from time to time. Any exhibit, schedule or certificate accompanying a Document is part of that Document.

Section 1.13 – Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article 18.

Section 1.14 – Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described Article in 18.

Section 1.15 – Executive Board. The body, regardless of name, designated in the Declaration and By-Laws to act on behalf of the Association. "Executive Board" is sometimes called "Board of Directors" or "Board".

Section 1.16 – Floor Plans. The floor plans filed with the initial Declaration, as amended.

Section 1.17 – Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to buildings, paving, utility wires, pipes and light poles.

Section 1.18 – Limited Common Elements. A portion of the Common Elements allocated by this Declaration or by the operation 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 described in Article 5 of this Declaration.

Section 1.19 – Majority of Unit Owners. The owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means such percentage, portion or fraction in the aggregate of the Votes.

Section 1.20 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 – Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to comment thereon. These provisions are set forth in Section 24.1 of this Declaration.

Section 1.22 – Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and their right to be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

Section 1.23 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

Section 1.24 – Plans. The plans filed with the initial Declaration, as amended, in the Windsor Locks Land Records, incorporated herein by reference.

Section 1.25 – Property. The land, all improvements, and all easements, rights and appurtenances belonging thereto, which have been submitted to the provisions of the Act by the initial Declaration and prior amendments.

Section 1.26 – Record. "Record", used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.27 – Rule. "Rule" means a policy, guideline, restriction, procedure or regulation of the Association, however denominated, which is adopted by the Association, which is not set forth in the Declaration or ByLaws and which governs the conduct of persons or the use or appearance of property.

Section 1.28 – Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment for 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 the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 – Survey. The survey filed with the initial Declaration as Schedules and as filed with Amendments to the Declaration. The survey filed on the Windsor Locks Land Records is incorporated by reference herein.

Section 1.30 – Trustee. The person which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the ByLaws. If no Trustee has been designated, the Board of Directors acting by majority vote, as executed by the President and attested by the Secretary shall serve as the Trustee.

Section 1.31 – Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration. Units are designated on the Plans,

the Survey, or in Schedule A-2 as a "Residential Unit". A Unit is designed primarily for use as a private residence. The use of Units is limited and regulated by the provisions of Article 10 and other provisions of this Declaration.

Section 1.32 – Unit Owner. The person or persons owning a Unit in fee simple absolute and an undivided interest in fee simple of Common Areas in the percentage specified and established in this Declaration.

Section 1.33 – Unit, Residential. One of sixty-two (62) separate Units.

Section 1.34 – Votes. The votes allocated to each Unit as shown on Schedule A-2 of this Declaration.

ARTICLE 2

Name and Type of Common Interest, Community and Association

Section 2.1 – Common Interest Community. The name of the Common Interest Community is Elm Corners Condominium. The Common Interest Community is a Condominium.

Section 2.2 – Association. The name of the Association is Elm Corners Condominium Association Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE 3

Description of Land

The Common Interest Community and all additional land is situated in the Town of Windsor Locks, Connecticut. A legal description of the Common Interest Community is attached to this Declaration as Schedule A-1.

ARTICLE 4

Number of Units; Boundaries

Section 4.1 – Number of Units. The Common Interest Community contains sixty-two (62) Residential Units.

Section 4.2 – Identification of Units. All Units are identified by number and are shown on the survey or plans or both on file in the Windsor Locks Land Records and identified in Schedule A-2 attached hereto.

Section 4.3 – Boundaries. The boundaries of each Unit are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) Walls, floors, windows, exterior doors, skylights and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard,

plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors, skylights and ceilings are a part of the Common Elements.

- (b) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also include any chutes, pipes, flues, ducts, wires, conduits and other facilities situated in the perimeter walls and ceilings of the Unit serving only that Unit.
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside the boundaries described in Subsection 4.3(a) 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 or Common Elements or both.
- (d) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE 5 Limited Common Elements

Section 5.1 – Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, on-grade patio areas, air conditioner equipment pads and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

- (d) Heating, ventilating and air conditioning components and all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively are Limited Common Elements of the Unit which they serve.
- (e) Mail boxes and exterior lighting affixed to the building shall be Limited Common Elements allocated to the Unit served. Each Unit Owner shall be responsible for his or her mail box key.
- (f) Designated parking spaces, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans or both.
- (g) Any pipe that serves only one (1) unit.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

Section 5.2 – Expenses Allocated to Limited Common Elements. The Condominium Association shall be solely responsible, except as otherwise provided herein, for all costs and expenses associated with the care, maintenance and upkeep of Limited Common Elements allocated to the Unit owned by such Owner.

Each Unit Owner's responsibilities shall include all costs for the maintenance, repair and/or replacement of any exterior door, storm door, exterior window and storm window on any unit. Each Unit Owner shall be responsible for his or her mail box key.

Each Unit Owner shall be responsible for maintenance, repair and replacement of heating, ventilating and air conditioning components, and washer machine (clothes and dishes) hook-ups (hoses). Each Unit Owner shall be responsible for maintenance, repair and replacement of all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively.

The Association shall be responsible for maintenance, repair and replacement of attic spaces and balconies.

In the event that a Limited Common Element is not maintained in conformance with the standards of the Common Interest Community, the Association, after notice and hearing, may repair, restore or maintain such Limited Common Element to the standards of the Common Interest Community. All expenses incurred by the Association shall be at the expense of the Unit Owner to which such Limited Common Element is allocated and shall be chargeable against the Unit as a Common Expense in accordance with this section.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

The maintenance of grounds in the Common Elements as well as the clearing of snow and ice from all front walks and front steps shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability. The care of plantings, flowers and shrubs in the Common Elements shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all porches, patios, rear steps, rear stoops, terraces and balconies, if any, which are part of his or her Unit or a Limited Common Element allocated to his or her Unit.

The Association shall be responsible to clean dryer vents. The cost of same shall be assessed to the Unit Owners.

Section 5.3 – Easements to Limited Common Element. Each Unit Owner shall have a right to and an exclusive easement for the use of the Limited Common Element allocated to the Unit owned by such party. The Fee ownership of the Limited Common Elements, however, shall be vested in all of the Unit Owners.

Section 5.4 – Compliance with Maintenance Standards. Each Unit Owner shall be responsible to comply with all written maintenance standards of the Association in order to prevent damage to units, Limited Common Elements, or Common Elements. Written maintenance standards may be established and amended from time to time by the Executive Board.

ARTICLE 6

Maintenance, Repair and Replacement

Section 6.1 – Common Elements. The Association shall maintain, repair and replace all of the Common Elements except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 – Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portion to be maintained, repaired or replaced by the Association.

Section 6.3 – Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and decks, which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is

appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal. In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article 5 subsections 5.1(d). Each Unit Owner shall be responsible for the maintenance, repair and replacement of other Limited Common Elements as set forth in Article 5, Subsection 5.2.

Section 6.4 – Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

Section 6.5 – Repairs Resulting From Willful Misconduct, Gross Negligence and/or Failure to Comply with a Written Maintenance Standard. The cost to repair damage to any Unit or Common Element caused by willful misconduct, gross negligence or the failure to comply with a written Maintenance Standard promulgated by the Association by any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant shall be assessed in accordance with Article 19.2(i) of this Amended Declaration.

ARTICLE 7

Subsequently Allocated Limited Common Elements

Common Elements may be subsequently allocated as Limited Common Elements only in accordance with this Declaration.

ARTICLE 8

Development Rights and Special Declarant Rights

There are no remaining Development Rights or Special Declarant Rights.

ARTICLE 9

Membership and Allocated Interests

Section 9.1 – Allocation of Interests. Schedule A-2, describing Unit numbers and their Allocated Interests, is attached as an Exhibit to the initial Declaration, prior Amendments and this Amended Declaration. These interests have been allocated in accordance with the formulas set out in this Article 9. This Amended Declaration contains no change to the Allocation of Interests. The Allocation of Interests are shown on Schedule A-2 of this Amended Declaration.

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

- (a) Votes. Each Unit in the Common Interest Community shall have one (1) vote.
- (b) Common Expense Liability. The liability for Common Expenses shall be shared in accordance with the unit's allocated interest in the condominium. Nothing contained in this Subsection shall prohibit certain common expenses from being apportioned to particular units under Article 19 of this Amended Declaration.

Section 9.3 – Membership. Every Unit owner shall be a member of the Association.

ARTICLE 10

Restrictions on Use, Alienation, Occupancy and Leasing

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

- (a) Each Unit is restricted to residential use as a single family residence except, to the extent permitted by law, 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. A single family residence is defined as a single housekeeping Unit, operating on a nonprofit, noncommercial 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 Windsor Locks. The use of all condominium facilities is restricted to residents of the condominium. This means that only Unit Owners that reside at the condominium and/or tenants that reside at the condominium may use the condominium facilities.
- (b) The use of Common Elements, Units and Limited Common Elements are subject to the ByLaws and the Rules of the Association.

Section 10.2 – Restrictions on Alienation.

- (a) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (b) A Unit may be leased; however, all leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association and may not be for a term of less than one (1) year. A copy of each lease must be delivered to the Association.

Section 10.3 – Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended from time to time by the Board of Directors in accordance with the provisions of the ByLaws.

Section 10.4 – Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any obligation contained in the ByLaws, or the breach of any obligation contained in the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by the ByLaws to:

- (a) Enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be guilty in any manner of trespass; or
- (b) Enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Unit Owner, with reasonable attorney's fees and related costs of any such proceedings.
- (c) Levy fines against a Unit Owner for such violation(s), in addition to such damages, provided that no fines may be levied for more than the amount set forth in the Rules and Regulations for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Such fines may be imposed only after notice to the Unit Owner and an opportunity for a hearing before the Board of Directors. Collection of charges for damages or summary charges may be enforced against the Unit Owner or Owners involved as if the charge were a Common Charge owed by the particular Unit Owner or Owners.

Section 10.5 – Notice of Unit Purchase and Copy of Executed Conveyance Deed. Every new Owner shall return to Elm Corners Condominium Association Inc. c/o the property manager a copy of the fully executed conveyance deed and a completed "New Unit Owner Information Form" within ten (10) days of the date of the conveyance deed. The failure to provide the copy of the conveyance deed and the fully completed

"New Unit Owner Information Form" shall constitute a violation of the Elm Corners Condominium Association Inc. Rules and may subject the Unit Owner to a fine as stated in the Condominium Rules for each day after the ten (10) day time period until the new Unit Owner fully complies with the requirements of this section.

Section 10.6 – Restriction on Leasing of Units. The Association may establish rules to restrict the leasing of residential units to the extent those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in common interest communities; provided no such restrictions shall be enforceable unless notice thereof is recorded on the Windsor Locks Land Records. Such notice shall be indexed in the Grantor index of such land records in the name of the Association.

Section 10.7 – Association Right to take Direct Action Against Tenants. The Association shall have the right to take direct action against tenants in accordance with the provisions of the ByLaws.

ARTICLE 11

Easements, Licenses

Section 11.1 – Encumbrances. All easements or licenses to which the Common Interest Community is subject are listed as an Exhibit to the initial Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant.

Section 11.2 – Easement to Common Elements. Each Unit Owner shall have a non-exclusive right to use and a non-exclusive easement in and to the Common Elements for access to the Unit owned by such party and for all other purposes not prohibited by the Declaration, ByLaws or Rules of the Association.

ARTICLE 12

Allocation and Reallocation of Limited Common Elements

Section 12.1 – Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only by amendment to this Declaration.

Section 12.2 – Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to Article 12 except as part of a reallocation of boundaries of Units pursuant to Article 14 of this Declaration. Any such reallocation shall be by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation was made. Such amendment shall require approval of all holders of security interests in the affected Units which approval shall be endorsed thereon. The persons executing the amendment shall provide a copy thereof to the Association, which shall record same if the amendment complies with the provisions of

this Declaration and the Act. The amendment shall contain words of conveyance and shall be recorded in the names of the parties and the Common Interest Community. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and for recording costs.

ARTICLE 13

Additions, Alterations and Improvements

Section 13.1 – Additions, Alterations and Improvements by Unit Owners.

- (a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to any portion of the Common Interest Community, nor shall any Unit Owner construct any improvements, or stain, paint or change the color or appearance of the exterior of any Unit, nor shall any Unit Owner construct improvements or change the color or appearance of Limited Common Elements, without the prior written consent thereto of the Board of Directors. The Board of Directors shall answer any written request by a Unit Owner for approval of any such proposed activity within sixty (60) days after such request is received by the Board of Directors. The Board of Directors shall review requests in accordance with the provisions of the Association's rules.
- (b) Subject to Subsection 13.1(a), a Unit Owner:
 - i. May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
 - ii. May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community without permission of the Association;
 - iii. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.
 - iv. May not make any additions, alterations or improvements to any Unit or Common Element, except pursuant to prior written approval by the Board of Directors, which causes any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

Section 13.2 – Exterior Improvements and Landscaping Within Limited Common Elements. A Unit Owner may make exterior improvements within or as a part of Limited Common Elements provided they are undertaken with the prior written approval of the Board of Directors and following submission of complete plans prepared by a party experienced in performing the work and/or improvements to be made by the Unit Owner to the Board of Directors. No approval will be awarded without Notice and Comment given to the Unit Owners.

The applicant shall pay for the cost of preparation of the application, the cost of professional review, if deemed required by the reviewing entity and all costs of permits and fees connected with any right given under Article 13.

Section 13.3 – Additions, Alterations and Improvements by the Board of Directors. Subject to the limitations of Sections 19.4 of this Declaration, the Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE 14

Relocation of Boundaries between Adjoining Units

Section 14.1 – Application and Amendments. Subject to approval of any structural changes pursuant to Article 13, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the Unit Owners of the affected Units. If the Unit Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless, within sixty (60) days after the receipt of the application, the Board of Directors determines 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 the approval of all holders of Security Interests in the affected Units shall be endorsed thereon, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 – Recording Amendments. The Association shall prepare and record surveys and 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 including surveys and plans, and its recording and the reasonable consultant fees of the Association if the Board of Directors deems it necessary to employ a consultant.

ARTICLE 15

Amendments to Declaration

Section 15.1 – General. This Declaration 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. This Declaration may also be amended in accordance with one (1) or more of the appropriate provisions of Section 47-236 of the Act, as amended.

Section 15.2 – Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article 15 may be brought more than one year after the amendment is recorded.

Section 15.3 – Recordation of Amendments. Every amendment to this Declaration shall be recorded in the town in which the Common Interest Community is located and is effective only on recordation. Any amendment except an amendment pursuant to Article 14 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 Common Interest Community.

Section 15.4 – When Unanimous Consent is Required. Except to the extent expressly permitted or required by other provisions of the Act and this 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 the Unit Owners.

Section 15.5 – Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 15.6 – Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article 18.

ARTICLE 16 **Amendments to ByLaws**

The ByLaws may be amended only by a majority vote of the Unit Owners at a meeting of the Unit Owners called for such purpose at which a quorum is present.

ARTICLE 17 **Termination**

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Act, as amended from time to time.

ARTICLE 18

Mortgagee Protection

Section 18.1 – Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 18.2. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 – Definitions. As used in this Article, the following terms are defined:

- (a) Percentage of Eligible Mortgagees. Whenever 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 in Units which in the aggregate have allocated to them such specified percentage of votes when compared to the total votes allocated to all Units then subject to mortgages held by Eligible Mortgagees.
- (b) Mortgagee Consent if no Response. If the Association sends notice of the proposed amendment or Association action to a Mortgagee by certified mail, return receipt requested, and the Mortgagee fails to respond within forty five (45) days, the Mortgagee is deemed to have given its consent. The Association may rely on the last recorded security interest of record in the land records in delivering or mailing notice to the holder of that interest.

Section 18.3 – Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a First Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (b) Any delinquency in the payment of Common Expense assessments owed by an owner whose Unit is subject to a First Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.
- (e) Any judgment rendered against the Association.

Section 18.4 – Prior Consent Required:

(a) Document Changes. Notwithstanding any lower requirements permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be adopted without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least 51% of the Eligible Mortgagees. "Material" includes, but is not limited to, any provision affecting:

- (i) Assessments, assessment liens or subordination of assessment liens;
- (ii) Voting rights;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);
- (vi) Rights to use Common Elements and Limited Common Elements;
- (vii) 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);
- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
- (x) Insurance or fidelity bonds;
- (xi) Leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

- (xiii) Establishment of self management when professional management had been required previously by an Eligible Mortgagee of a Unit;
 - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) The benefits of mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirements permitted by this Declaration or the Act, the Association may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagees:
- (i) 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 Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause);
 - (ii) Establish self-management when professional management had been required previously by any Eligible Mortgagee;
 - (iii) Restore or repair the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
 - (iv) Terminate the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
 - (v) Alter any partition or create 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;
 - (vi) Merge this Common Interest Community with any other Common Interest Community;
 - (vii) Create any additional improvements on any portion of the Common Elements which is subject to any Development Rights;
 - (viii) Grant any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility

easements servicing or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);

- (ix) Assign the future income of the Association, including its right to receive Common Expense assessments; and
- (x) Not repair or replace the Property.
- (xi) Creation of Development Rights.

(c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 – Development Rights and Special Declarant Rights.

There are no remaining Development Rights or Special Declarant Rights.

Section 18.6 – Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the Association's books and records during normal business hours.

Section 18.7 – Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of its 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 accountant if an Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 18.8 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers, and may be enforced in law or in equity.

Section 18.9 – Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 18.10 – Appointment of Trustee. In the event of damage or destruction under Articles 22 or 23 or Condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 23.5. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds shall thereafter be distributed pursuant to Article 23 or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

ARTICLE 19

Assessment and Collection of Common Expenses

Section 19.1 – Apportionment of Common Expenses. Except as provided in Section 19.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Association as shown in the initial Declaration, prior Amendments and Schedule A-2.

Section 19.2 – Common Expenses Attributable to Fewer than All Units.

- (a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (b) 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.
- (c) 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.
- (d) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner.
- (f) Portions of the cost of repairing or replacing Units allocated to individual Units under the provisions of Subsection 23.2(b) shall be assessed against the Unit or Units to which they are allocated. If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening a Unit or the Common Elements pursuant to Section 6.4 of the Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (g) All reasonable attorney's fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as Common Expense assessments.
- (h) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all of the Units, including, but not limited to, the use of any Unit for

the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed.

- (i) If any common expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after notice and hearing assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Owner's Unit.
- (j) Any common expense associated with the maintenance, repair or replacement of a Limited Common Element, where the cost of same is the responsibility of the Unit Owner pursuant to this Amended Declaration, shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one (1) Unit, the common expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element may be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one (1) unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

Section 19.3 – Lien.

- (a) The Association has a statutory lien on a unit for any assessment attributable to that unit or fines imposed against its Unit Owner. Reasonable attorney's fees and costs, other fees, charges, late charges, fines and interest charged pursuant to subdivisions (10), (11) and (12) of subsection (a) of section 47-244 of the Act, as amended, and any other sums due to the Association under the Declaration, the Act, or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid 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.
- (b) 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 (A) an amount equal to the common expense assessments based on the periodic budget adopted by the Association pursuant to subsection (a) of section 47-257, as amended, which would have become due in the absence of acceleration during the six (6) 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 and (B) the Association's costs and attorney's fees in enforcing its lien. A lien for any assessment or fine specified in subsection (a) of this section shall have the priority provided for in this subsection in an amount not to exceed the amount specified in subparagraph (A) of this subsection. This subsection does not affect the priority of mechanic's or materialmen's liens or the priority of liens for other assessments made by the Association.

- (c) Unless the Declaration otherwise provides, if two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.
- (d) 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.
- (e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments 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 (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (f) This section does not prohibit actions against Unit Owners 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.
- (g) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (h) The Association on request made in a record shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.
- (i) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (j) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner of a unit

that is rented pursuant to section 52-504 to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended.

- (k) 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 subsection (b) of this section. Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the Unit Owners, including the purchaser.
- (l) The Association may not commence an action to foreclose a lien on a unit under this section unless: (1) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended; (2) the Association has made a demand for payment in a record; and (3) the Executive Board has either voted to commence a foreclosure action specifically against that unit or has adopted a standard policy that provides for foreclosure against that unit.
- (m) Every aspect of a foreclosure, sale or other disposition under this section, including the method, advertising, time, date, place and terms, shall be commercially reasonable.

Section 19.4 – Budget Adoption and Ratification/ Ratification of Non-Budgeted Common Expense Assessments.

- (a) The Executive Board, at least annually, shall adopt a proposed budget for the common interest community for consideration by the Unit Owners. Not later than thirty (30) days after adoption of a proposed budget, the Executive Board shall provide to all the Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a majority of all Unit Owners, or any larger number specified in the Declaration votes to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until Unit Owners approve a subsequent budget.
- (b) The Executive Board, at any time, may propose a special assessment. Not later than thirty (30) days after adoption of a proposed special assessment, the

Executive Board shall provide to all Unit Owners a summary of the assessment. Unless the Declaration or ByLaws otherwise provide, if such special assessment, together with all other special and emergency assessments proposed by the Executive Board in the same calendar year, do not exceed fifteen percent (15%) of the Association's last adopted periodic budget for that calendar year, the special assessment is effective without approval of the Unit Owners. Otherwise, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the special assessment. If, at such meeting or in the balloting, a majority of all Unit Owners votes to reject the assessment, the assessment shall be rejected; otherwise the assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect the rejection or approval of the budget.

- (c) If the Executive Board determines by a two-thirds vote that a special assessment is necessary to respond to an emergency: (1) The special assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the emergency assessment must be provided promptly to all Unit Owners; and (3) the Executive Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

Section 19.5 – Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner.

Section 19.6 – Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.1, 19.2 and 19.4 shall be due and payable monthly unless the resolution adopting the assessment provides for some other schedule of payment.

Section 19.7 – Acceleration of Common Expense Assessments. In the event of default of a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.8 – No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.9 – Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally

liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 19.10 – Association Funds. All Association funds shall be deposited only in federally insured banks.

Section 19.11– Association Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for common expenses and any prepayment of reserves shall be deposited into the reserve account or incorporated into the next annual budget thereby reducing future common expense assessments.

ARTICLE 20

Association Borrowing and Assignment of Future Income

Section 20.1 – Approval of Assignment. The Association may borrow money and assign its right to future income as security for the loan only after:

- (a) The loan transaction and the assignment have been approved by the Executive Board;
- (b) A majority of the Unit Owners vote in favor of or agree to the assignment; and
- (c) The Association has complied with the requirements of Section 20.2 of this Declaration.

Section 20.2 – Notice of Proposed Borrowing. At least fourteen (14) days before the closing of any loan to the Association, the Executive Board shall:

- (a) Disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense assessment; and
- (b) Afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan.

ARTICLE 21

Persons and Units Subject to Documents

Section 21.1 – Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents 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 21.2 – Adoption of and Amendment to Rules. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended by the Board of Directors in accordance with the provisions of Article 12 of the ByLaws.

ARTICLE 22

Insurance

Section 22.1 – Coverage.

- (a) The Association shall maintain, to the extent reasonably available and subject to reasonable deductibles:
 - 1) Property insurance on the Common Elements, insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than one hundred percent (100%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies;
 - 2) Flood insurance in the event the condominium is located in a flood hazard area, as defined and determined by the National Flood Insurance Act, as amended, USC 42 Section 4101, P. L. 93-234; and
 - 3) Commercial general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than any amount specified in this Amended Declaration, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and of all Units; and
- (b) In the case of a building that contains Units divided by horizontal boundaries described in the Declaration, or by vertical boundaries that comprise or are located within common walls between Units, the insurance maintained under subdivision (1) of subsection (a) of this section, to the extent reasonably available, shall include the Units, and all improvements and betterments installed by Unit Owners.
- (c) If the insurance described in subsections (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of that fact to be given to all Unit Owners. The Association may carry any other insurance it considers appropriate to protect the Association or the Unit Owners.

- (d) Insurance policies carried pursuant to subsections (a) and (b) of this section 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; and (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, subject to the provisions of this Amended Declaration.
- (e) Any loss covered by the property policy under subdivision (1) of subsection (a) and subsection (b) of this section shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of subsection (h) of this section, the proceeds shall be disbursed first for the repair or replacement of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced, or the Common Interest Community is terminated.
- (f) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (g) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, on request made in a record, to any Unit Owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until sixty (60) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.
- (h) Duty to rebuild.
 - (1) Any portion of the Common Interest Community for which insurance is required under this section 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 47-237 of the Act, as amended, applies,
- 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 not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves, regardless of whether such excess is the result of the application of a deductible under insurance coverage, is a Common Expense.

(2) If the entire Common Interest Community is not repaired or replaced:

- a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and
- b. Except to the extent that other persons will be distributees:
 - i. The insurance proceeds attributable to 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 interests may appear, and
 - ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

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

Section 22.2 – Property Insurance.

(a) Property insurance covering:

- i. The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements

and betterments, whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

- ii. All personal property owned by the Association.

(b) Amounts.

- i. The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date.
- ii. Personal property owned by the Association for an amount equal to its actual cash value.

(c) Deductibles. The deductible may not exceed the lesser of

- i. \$10,000, adjusted from January 1, 2000 in accordance with the provision of Section 47-213 of the Act, as amended; or
- ii. 1% of the replacement cost of the project facilities.

(d) The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(e) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(f) The name of the insured shall be substantially as follows:

"Elm Corners Condominium Association Inc. for the use and benefit of the Individual Owners."

Section 22.3 – Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but in no event less than \$1,000,000, 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.

Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
- (ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (v) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 – Fidelity Bonds. The Association shall carry, or cause to be carried, a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three months assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days notice shall be required.

Section 22.5 – Unit Owner Policies.

- (a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (b) Notice to Unit Owners. At least once in each calendar year, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for repair costs that may be allocated against his or her Unit under the provisions of Subsection 19.2(i) and/or Subsection 19.2(f) and/or Subsection 23.2(b). However, the failure of the Association to furnish such notice shall

not, in any way, prevent it from making the allocations provided for in those Subsections.

Section 22.6 – Workers' Compensation Insurance. The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.7 – Directors' and Officers' Liability Insurance. The Board of Directors shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Board of Directors may, from time to time, determine.

Section 22.8 – Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

Section 22.9 – Premiums. Insurance premiums shall be a Common Expense.

ARTICLE 23

Damage To or Destruction of Property

Section 23.1 – Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Act, as amended, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 – Cost.

- (a) Except as Provided in Subsections 19.2(i) and 23.2(b), the cost of Repair or Replacement in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 19.1.
- (b) The cost of Repair or Replacement in excess of insurance proceeds resulting from a deductible in the property insurance coverage which does not exceed the limits set out in Subsection 22.2(c) or so much of the deductible that does not exceed that limit, shall be allocated as follows:

- (i) If the Repair or Replacement is entirely to the Common Elements, the excess shall be a Common Expense assessed against all Units under Section 19.1.
- (ii) If the Repair or Replacement is entirely to a single Unit, the excess shall be assessed against the affected Unit only, under Subsection 19.2(f).
- (iii) If the Repair or Replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and Common Elements as the case may be in the same proportion as the total cost of Repair or Replacement to each of the affected Units and Common Elements bears to the total cost of Repair or Replacement to all of the affected Units and Common Elements. In calculating this portion, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 22.2 or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 23.2(b)(iii) shall be assessed against the Unit under Section 19.2(f). The portion of the excess allocated to the Common Elements shall be assessed against all Units under Section 19.

Section 23.3 – Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 23.4 – Replacement of Less Than Entire Property.

- (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;
- (b) Except to the extent that other persons will be distributees;
 - i. 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 interests may appear; and

- ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 47-206(c) of the Act, as amended, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 – Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 – Certificates by the Board of Directors. A trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 – Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Board of Directors, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Windsor Locks from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 23.8 – Unit Owner Duty to Restore. Each Unit Owner has the responsibility to insure his or her Unit and the duty to restore, repair or replace his or her Unit following any damage or destruction to the Unit subject to the other provisions of this Article 23 and other provisions of the Declaration.

ARTICLE 24

Right to Notice and Comments; Notice and Hearing

Section 24.1 – Right to Notice and Comment. Wherever the documents require that an action be taken after "Notice and Comment," and at any other time the Board of Directors determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall

be given to each Unit Owner in a Record and shall be delivered in accordance with the provisions of Article 3 of the ByLaws. The notice shall be given not less than ten (10) days 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 formal constituted meeting.

Section 24.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision-makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 – Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after, being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 25

Open Meeting

Section 25.1 – Access. All meetings of the Board of Directors at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 25.2 – Notice. Notice of every such meeting shall be given in accordance with the provisions of the ByLaws.

Section 25.3 – Executive Sessions. Meetings of the Board of Directors may be held in executive session, only in accordance with the provisions of the ByLaws concerning executive sessions and/or as provided by the Act.

ARTICLE 26

Board of Directors

The affairs of the Association shall be governed by the Board of Directors in accordance with and subject to the limitations of the Declaration and the By-Laws. The Board of Directors may not act on behalf of the Association to amend this Declaration,

to terminate the Common Interest Community or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE 27 Condemnation

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

ARTICLE 28 Miscellaneous

Section 28.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 28.2 – 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 Documents so requires.

Section 28.3 – Waiver. No provision contained in the Documents 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 28.4 – Invalidity. The invalidity of any provision of the Documents 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 Documents shall continue in full force and effect.

Section 28.5 – Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 28.6 – Execution of Documents. The President or Secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Documents.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be
executed this 27 day of AUG 2010.

Signed and Delivered
In the presence of:

ELM CORNERS CONDOMINIUM
ASSOCIATION, INC.

James Daddario
JAMES DADDARIO
Robert Daddario
ROBERT DADDARIO

By: Jerry R. Hayes
JERRY R. HAYES
Its President

ATTESTED

By: Jessie Misciagna
JESSIE MISCIAGNA
Its Secretary

STATE OF CONNECTICUT)
COUNTY OF Hartford)

ss: SUFFIELD August 27, 2010

On the 27th day of August, 2010, before me, personally
appeared Jerry Hayes, President of Elm Corners Condominium
Association, Inc., a corporation, Signer and Sealer of the foregoing Instrument and
acknowledged the same to be his free act and deed as such President and the free act
and deed of said corporation, before me.

Annmarie Rice
Commissioner of the Superior Court

ANNMARIE RICE
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2011

Schedule A-1

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Windsor Locks, County of Hartford and State of Connecticut, known as ELM CORNERS CONDOMINIUM as shown on a certain map or plans entitled "Survey of ELM CORNERS CONDOMINIUM prepared for ELM CORNERS ASSOCIATES Elm Street Windsor Locks, Conn. Scale: 1 in. = 40 ft. Alford Associates Civil Engineers Windsor, Connecticut Wilson M. Alford, Sr., P.E. and L.S. Wilson M. Alford, Jr., P.E. and L.S. Date: Feb. 8, 1980".

Said premises are more particularly bounded and described as follows:

Beginning at a point in the intersection of the southerly line of Elm Street with the westerly line of South Elm Street; THENCE in a southerly direction along said westerly line of South Elm Street, a distance of 363 feet to a point; THENCE in a westerly direction making an interior angle of 89 degrees, 30 minutes 45 seconds, a distance of 412 feet to a point; THENCE in a southerly direction making an interior angle of 271 degrees, 41 minutes, 30 seconds, a distance of 326.7 feet to a point on the northerly line of a private road; THENCE in a westerly direction along the northerly line of said private road, making an interior angle of 88 degrees, 18 minutes, 30 seconds, a distance of 680 feet to a point; THENCE in a northerly direction making an interior angle of 89 degrees, 13 minutes, 00 seconds, a distance of 691.90 feet to a point in the southerly line of Elm Street; THENCE in an easterly direction making an interior angle of 91 degrees, 17 minutes, 45 seconds, along said southerly line of Elm Street, a distance of 445.35 feet to a stone at point of curvature of a curve; THENCE continuing along said southerly line of Elm Street along said curve to the right with a radius of 11,429.19 feet and being subtended by a chord of 272.60 feet, a curvilinear distance of 272.62 feet to a point of tangency; THENCE continuing along said southerly line of Elm Street tangent to said curve, a distance of 351.61 feet to the point of beginning, making an interior angle of 91 degrees, 23 minutes, 30 seconds, containing 14 acres, more or less.

SCHEDULE A-2**TABLE OF INTERESTS**

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1	1.5085	1.5085	1
2-A	1.8503	1.8503	1
2-B	1.8503	1.8503	1
3	1.5085	1.5085	1
5	1.5085	1.5085	1
6	1.5085	1.5085	1
7	1.5085	1.5085	1
8-A	1.8503	1.8503	1
8-B	1.8503	1.8503	1
9	1.8621	1.8621	1
10	1.5085	1.5085	1
11	1.5085	1.5085	1
16	1.5085	1.5085	1
18	1.5085	1.5085	1
19	1.5085	1.5085	1
20	1.8621	1.8621	1
21-A	1.8503	1.8503	1
21-B	1.8503	1.8503	1
23	1.5085	1.5085	1
25	1.5085	1.5085	1
26	1.5085	1.5085	1
29	1.5085	1.5085	1
33	1.8621	1.8621	1
36	1.5085	1.5085	1
37	1.5085	1.5085	1
38	1.8621	1.8621	1
43	1.5085	1.5085	1
44	1.8621	1.8621	1
50	1.8621	1.8621	1
51-A	1.8503	1.8503	1
51-B	1.8503	1.8503	1
52-A	1.5085	1.5085	1
52-B	1.5085	1.5085	1
53-A	1.5085	1.5085	1
53-B	1.5085	1.5085	1
54-A	1.5085	1.5085	1
54-B	1.5085	1.5085	1
55-A	1.5085	1.5085	1

**TABLE OF INTERESTS
(Continued)**

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
55-B	1.5085	1.5085	1
56-A	1.5085	1.5085	1
56-B	1.5085	1.5085	1
57-A	1.5085	1.5085	1
57-B	1.5085	1.5085	1
58-A	1.5085	1.5085	1
58-B	1.5085	1.5085	1
59-A	1.5085	1.5085	1
59-B	1.5085	1.5085	1
60-A	1.5085	1.5085	1
60-B	1.5085	1.5085	1
61-A	1.5085	1.5085	1
61-B	1.5085	1.5085	1
62-A	1.5085	1.5085	1
62-B	1.5085	1.5085	1
63-A	1.5085	1.5085	1
63-B	1.5085	1.5085	1
64-A	1.5085	1.5085	1
64-B	1.5085	1.5085	1
65-A	1.5085	1.5085	1
65-B	1.5085	1.5085	1
66A	2.4749	2.4749	1
66B	2.0625	2.0625	1
67	1.6028	1.6028	1

DEC 22 2010

RECEIVED FOR RECORD
AT 9:32am AND RECORDED BY ME



TOWN CLERK, WINDSOR LOCKS CT

