

BYLAWS OF

GLEN OAKS CONDOMINIUM NO. 24 , INC.

NEWINGTON, CONNECTICUT

ARTICLE 1

IDENTITY

These are the Bylaws of Glen Oaks Condominium No. 24, Inc. herein called the "Association", a non-stock corporation not organized for profit and existing under the laws of the State of Connecticut. The Property to which these Bylaws apply is located in Newington, Connecticut and is more particularly described in the Declaration of which these Bylaws form a part. Said Property has been submitted to the provisions of the Condominium Act of 1976 (as amended) of the State of Connecticut, as said provisions now exist and as they may be from time to time amended. Said Declaration is recorded in the office of the Town Clerk of the Town of Newington. Unless otherwise expressly provided herein, the definitions of terms set forth in the Declaration shall apply to these Bylaws.

ARTICLE 2

APPLICABILITY OF BYLAWS

The provisions of these Bylaws are applicable to the Property of the Condominium, and to the use and occupancy thereof.

ARTICLE 3

OFFICE

The office of the Association and the Board of Directors shall be located on the Property, or at such other place as the Board of Directors may from time to time designate.

ARTICLE 4

BOARD OF DIRECTORS

Section 1. Number and Qualifications: The activities, property and affairs of the Association shall be governed by a Board of Directors, each Director to have one (1) vote. Until (a) Unit Owners other than the Declarant own more than one-third (1/3) of the Units in the Condominium, or (b) the expiration of five (5) years from the date of recording of the original Declaration, or (c) the sale by the Declarant of sixty per cent (60%) of the Units in the Condominium, or (d) completion of seventy-five per cent (75%) of the Units in the Condominium, with some such Units having been sold, but no more than six (6) Units having been sold in the six-month period next preceding the call for an election pursuant to Subsection (b) of Section 2 of this Article 4, whichever

shall occur first, the Board of Directors shall consist of three (3) members, who shall be designated by the Declarant, and who shall serve or be removed at the will of the Declarant. Thereafter, the Board of Directors shall consist of three (3) members, to be determined as follows:

(1) At such time as Unit Owners other than the Declarant own more than one-third (1/3) of the Units in the Condominium, but prior to the happening of one of the events described in subparagraph (2) below, said Unit Owners other than the Declarant shall be entitled to elect one (1) Director. The other two (2) Directors shall continue to be designated by the Declarant.

(2) Not later than five (5) years after the date of the recording of the original Declaration, Unit Owners other than the Declarant shall be entitled to elect two (2) Directors, and, prior to the expiration of such five-year period, shall be entitled to elect two (2) Directors upon the happening of the earlier of the following two events: (a) the sale by the Declarant of sixty per cent (60%) of the Units in the Condominium, or (b) completion of seventy-five per cent (75%) of the Units in the Condominium with some such Units having been sold, but no more than six (6) Units having been sold in the six-month period next preceding the call for an election pursuant to Subsection (b) of Section 2 of this Article 4. The Declarant shall continue to be entitled to designate one (1) Director so long as he holds for sale in the ordinary course of business ten per cent (10%) or more of the Units in the Condominium.

(3) At such time as the Declarant no longer holds for sale in the ordinary course of business ten per cent (10%) or more of the Units in the Condominium, Unit Owners other than the Declarant shall be entitled to elect three (3) Directors.

Should any Unit be owned as a tenancy-in-common, joint tenancy, or tenancy with right of survivorship, or by a partnership, or a corporation in fiduciary capacity or otherwise, then, in any such event, such Unit Owner or Owners shall designate one (1) person having an ownership interest in any such Unit as the representative of the interest in the total ownership of such Unit, and such person shall be eligible for election to the Board of Directors, provided, however, that in the case of corporate ownership, any officer or employee of such corporation shall be eligible to represent the ownership interest in such Unit.

Section 2. Election and Term of Office. (a) The terms of all three (3) Directors, whether designated by the Declarant or elected by Unit Owners other than the Declarant, shall expire annually on the second Tuesday of March. Each Director shall act until his successor has been designated or elected, and has qualified.

(b) At any time after Unit Owners other than the Declarant are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) nor more than forty (40) days notice of a meeting of the Unit Owners for this purpose. The presence in person or by proxy of Unit Owners other than the Declarant having a majority in interest of Unit Owners other than the Declarant shall constitute a quorum for such meeting. At such meeting, Unit Owners other than the Declarant shall elect the number of Directors to which they are entitled pursuant to these Bylaws, and the same number of Directors previously appointed by the Declarant shall resign.

(c) At any vote for membership on the Board of Directors, each Unit Owner shall have one vote (each vote being weighted based on the percentage of undivided interest in the Common Elements appertaining to his Unit as specified in Article 9 of the Declaration) for each position to be filled. If at any meeting held for election by Unit Owners of membership to the Board of Directors more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, those candidates with the lowest number of votes being eliminated. A second ballot shall be held, and on the second ballot, those candidates with the highest number of votes on the basis of the weighted votes shall be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with those candidates with the highest number of votes being elected to membership on the Board. At the first call at which Unit Owners other than the Declarant may elect a Director or Directors, and at each succeeding call or annual Meeting, members of the Board of Directors shall be elected by ballot of the Unit Owners in accordance with these Bylaws.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following:

(a) Operation, care, upkeep and maintenance of the Common Elements, except as hereinafter provided.

(b) Determination of the Common Charges required for the affairs of the Association, including, without limitation, the operation and maintenance of the Common Elements. The Board of Directors shall have the right to make a final determination of any claim or dispute by a Unit Owner as to whether any charge or expense applies against a Unit Owner rather than as a Common Expense, and such determination shall be final, conclusive, and binding.

- (c) Collection of the Common Charges from the Unit Owners, including without limitation, fines, amounts for working capital and for general operating reserves, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year.
- (d) Employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Common Elements.
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of Common Elements.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Association.
- (h) Purchasing of Units at foreclosure or other judicial sale in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (i) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, its designee, corporate or otherwise, on behalf of all Unit Owners.
- (j) Obtaining insurance for the Property, including the Units as hereinafter set forth.
- (k) Organizing corporations to act as designees of the Association in acquiring title to or leasing Units on behalf of all Unit Owners.
- (l) Granting of licenses and easements over the Common Elements.
- (m) Making of repairs, additions and improvements to or alternatives of the Property and repairs to and restoration of the Property after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings in accordance with other provisions of these Bylaws and the Declaration.
- (n) Enforcing obligations of the Unit Owners, allocating receipts and disbursements, and the doing of anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring law suits to enforce the Rules and Regulations promulgated by the Board of Directors. The Board shall have the power to levy fines against the Unit Owners

for the breach of any obligation contained in the Declaration or these Bylaws, or for violations of reasonable Rules and Regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than \$20.00 for any one violation, but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were a Common Charge owed by the particular Unit Owner or Unit Owners.

(o) Enforcing, by any legal means, the provisions of the Condominium Act of 1976 (as amended), the Declaration, the Bylaws, and the Rules and Regulations of the Condominium.

(p) Employing a managing agent and/or manager for the Association at a compensation to be established by the Board of Directors, or delegating the same to the Master Condominium Association, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties granted to the Board of Directors as set forth above. The Board of Directors may delegate to the manager or managing agent such powers as may be necessary to carry out such functions.

(q) Entering into arrangements with the Master Condominium Association for the purpose of maintaining roads in Glen Oaks and portions of the Common Elements, and for use of the Glen Oaks Recreational Facility, and collecting charges levied on the Unit Owners by the Master Condominium Association with respect thereto or delegating such right to collect such charges to others.

(r) Electing representatives to the Master Condominium Association as herein provided.

Section 4. Removal of Directors: At any duly held meeting of the Unit Owners, any one or more of the members of the Board of Directors elected by Unit Owners other than the Declarant may be removed with or without cause by a majority of the Unit Owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created for the remainder of such removed Director's term. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by vote of a majority of the remaining members at a meeting of the Board of Directors held promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term he is filling and until his successor shall be elected, and has qualified.

Section 6. Compensation: No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 7. Meetings of the Board of Directors: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two meetings shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board by mail or telegram at least three business days prior to the day of the meeting. Special meetings of the Board of Directors may be called by the President on three business days notice to each member of the Board of Directors given by mail or telegram, which notice shall state the time, place and purpose or purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or the Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.

Section 8. Quorum of Board of Directors: At all meetings, of the Board of Directors a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting of which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting to a new date. At such 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 9. Fidelity Bonds: The Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

Section 10. Liability of the Board of Directors: The members of the Board of Directors shall not be liable to the Association or to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all such liability. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, (except in their capacity as Unit Owners). It is also intended that the liability of any Unit Owner arising out of any contract made by the Association or out of the

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

Section 11. Directors' Action Without Meeting: If all the Directors severally or collectively consent in writing to any action taken or to be taken by the Association and the number of such Directors constitutes a quorum for such action, such action shall be as valid corporate action as though it had been authorized at a meeting of the Board of Directors. The secretary shall file such consents with the minutes of the meeting of the Board of Directors.

ARTICLE 5

OFFICERS

Section 1. Designation: The principal officers of the Association shall be the President, Vice President, Secretary and the Treasurer. The President shall be elected from among the members of the Board of Directors. The offices of President and Secretary may not be held by the same person. The Board of Directors may appoint an Assistant Treasurer, and Assistant Secretary and such other officers as in its judgment may be necessary.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 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 Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Connecticut, including, but not limited to, the power to appoint committees from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be assigned to him by the Board of Directors or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors and these Bylaws may direct; he in general, shall give all notices and perform all the duties incident to the office of secretary of a corporation organized under the laws of the State of Connecticut.

Section 7. Treasurer: The Treasurer shall have responsibility for Association funds and securities, and shall keep the financial records and books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors; and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Connecticut.

Section 8. Signatories to Documents: All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by any two officers of the Association, or by such other person or persons as may be designated by the Board of Directors. Vouchers for the payment of Association funds shall be approved by the Treasurer before payment.

ARTICLE 6

MEETINGS OF THE UNIT OWNERS

Section 1. Annual Meetings: The first annual meeting of the Unit Owners shall be held on the second Tuesday of March immediately succeeding the first call at which Unit Owners other than the Declarant are entitled to elect a Director or Directors. At such time, and thereafter on each second Tuesday of March until the second Tuesday of March immediately succeeding the call at which Unit Owners other than the Declarant are entitled to elect a third Director, Unit Owners other than the Declarant shall elect, and the Declarant shall designate, the number of Directors to which each is entitled pursuant to Section 1 of Article 4 of these Bylaws. Thereafter, annual meetings of the Unit Owners shall be held on the second Tuesday of March in each year.

Section 2. Place of Meeting: The meeting of the Unit Owners shall be held at the principal office of the Association, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3. Special Meetings: It shall be the duty of the President to call a special meeting of the Unit Owners, if so directed by a resolution of the Board of Directors, or upon petition signed and presented to the Secretary by not less than 33-1/3% in the aggregate in interest of all Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose or purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings: The Secretary shall mail a notice for each annual or special meeting of the Unit Owners at least seven (7) but not more than twenty (20) days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed to each Unit Owner of record at the Unit address, or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of notice of meeting in the manner herein provided shall be considered service of notice.

Section 5. Waiver of Notice: Any Unit Owner may at any time waive notice of any meetings of the Unit Owners in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 6. Quorum and Adjourned Meetings: Except as otherwise provided herein, the presence in person or by proxy of Unit Owners having a majority in interest of Unit Owners shall constitute a quorum at all meetings of the Unit Owners. If at any meeting of the Unit Owners there is not a quorum present, a majority in interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date the original meeting was held.

Section 7. Order of Business: The order of business at the annual meeting of the Unit Owners or at any special meeting as far as practicable shall be:

- a. Roll Call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of inspectors of election.
- g. Election of directors, if necessary.
- h. Old business.
- i. New business.
- j. Adjournment.

At all meetings of the Unit Owners, or of the Directors, Roberts' Rules of Order shall be followed.

Section 8. Majority of Votes: A vote of the majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except wherein by the Declaration, these Bylaws, or by law, a higher percentage is required. Majority vote for the purposes of this paragraph is to be determined in the manner set forth in the definitions of the Declaration appended hereto.

Section 9. Votes in the Event of Multiple Ownership of a Unit: In the event a Unit is owned by more than one person, if such persons cannot agree upon the exercise of their right to vote pursuant to these Bylaws, each person shall have a fractional vote based upon his fractional share of ownership of the Unit. A co-owner of a Unit may permit the

other co-owner of the Unit to vote his interest by furnishing the other co-owner with a proxy. In the absence of any co-owner, a vote for a whole Unit cast by a co-owner shall be held to be by valid proxy of the absent co-owner, unless challenged at the time the vote is cast.

Section 10. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A Unit Owner may designate any person, who need not be a Unit Owner, to act as proxy. The designation of any such proxy shall be made in writing, signed by the Unit Owner, and shall be revocable at any time by written notice to the Secretary by the Unit Owner designating the proxy. A proxy is not valid after eleven months from its date of execution unless it limits its use to a particular meeting not yet held.

ARTICLE 7

TITLE TO UNITS

Title to Units may be taken in the name of an individual, or in the names of two or more Persons as tenants in common, joint tenants or as tenants with right of survivorship, or in the name of a corporation, partnership, fiduciary or other entity capable of holding title to real property under the laws of the State of Connecticut.

ARTICLE 8

INSURANCE

Section 1. Coverage: To the extent obtainable, the Association shall obtain and maintain insurance coverage as set forth in Sections 2, 3 and 4 hereof. All insurance affecting the Property shall be governed by the provisions of this Article.

Section 2. Physical Damage: All Buildings and improvements (as defined in subsection (e) hereof), and all of the personal property owned by the Association, shall be insured, for the benefit of the Association, the Unit Owners and mortgagees of Units, as their interests may appear, against risks of physical damage as follows:

(a) Amounts: As to real property, for an amount equal to its replacement costs; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this section, and at least annually thereafter, the Board of Directors shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement costs of such real property.

(b) Risks Insured Against: The insurance shall afford protection against loss or damage by reason of:

(1) Fire and other perils normally covered by extended coverage, including to the extent obtainable, plate glass insurance;

(2) Vandalism and malicious mischief;

(3) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage for improvements under construction; and

(4) Such other risks of physical damage as the Board of Directors may from time to time deem appropriate.

(c) Other Provisions: The insurance shall include, without limitation, the following provisions:

(1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association, the Master Condominium Association, and the Unit Owners,

(2) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;

(3) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner, or any occupants or owners of any improvements when such act or neglect is not within the control of the Association;

(4) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association;

(5) Such reasonable deductible as to loss, but not co-insurance features, as the Board of Directors in its sole judgment deems prudent and economical;

(6) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amounts of coverage) without at least 10 days prior written notice to the Association, and to all mortgagees of Units;

(7) Each policy shall contain a Connecticut standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to the Insurance Trustee as hereinafter provided;

(8) Adjustment of loss shall be made by the Board of Directors;

(9) The named insured shall be the Association and any other parties that the Board deems appropriate.

(d) Evidence of Insurance: Certificates of insurance signed by an agent of the insurer together with copies of all endorsements thereto and proof of payment of premiums,

shall be delivered to all mortgagees of Units at the time such policies are issued, and at least 10 days prior to the expiration of any then-current policies.

(e) Definition: As used in this section, the term "all buildings and improvements" shall also include, without limitation, the buildings in which the Units are located, and all Units and the standard Unit partition walls, fixtures and installations initially installed by the Declarant. Personal property and fixtures installed by the Unit Owners and alterations or additions made therein by the Unit Owners in their respective Units shall be separately insured by the Unit Owners and not by the Association.

Section 3. Liability Insurance: The Board of Directors shall cause to be obtained and maintained a master public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Association, the Master Condominium Association, the Board of Directors, the Association's officers, the officers and directors of the Master Condominium Association, each Unit Owner, and other Persons entitled to occupy any Unit or other portion of the Condominium, with respect to liability arising from ownership, maintenance or repair of the Common Elements, including, without limitation, liability arising from construction operations. Such liability insurance shall also cover cross-liability claims among Unit Owners, the Association and/or the Master Condominium Association. The Board of Directors shall review such limits at least annually. The insurance provided under the section shall be in a minimum amount of at least \$1,000,000.00 per occurrence for personal injury, property damage and death and shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants or owners of any improvements;

(b) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants or owners of any improvements to comply with any warranty or condition contained in such policy of insurance; and

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts.

Section 4. Workmen's Compensation Insurance: The Board of Directors shall cause to be obtained and maintained Workmen's Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 5. Other Insurance: The Board of Directors is authorized to cause to be obtained and maintained such other insurance as it may from time to time deem appropriate, including without limitation, officers' and directors' indemnity policies, and to empower the Master Condominium Association to obtain insurance which it may require for the Glen Oaks Recreational Facility, and for the roadways in Glen Oaks.

Section 6. Insurance Trustee: The proceeds of all insurance recovery shall be payable to the Board of Directors as Insurance Trustee. The Board of Directors may at any time by a majority vote of the Board of Directors, or upon the request of mortgagees holding mortgages on over 50% of the undivided interest in the Common Elements subject to mortgages, cause all insurance policies purchased by them covering property losses to be paid to a duly organized bank doing business in the State of Connecticut, which bank is to be designated as the Insurance Trustee. The Insurance Trustee shall not be liable in such capacity for payment of premiums, for failure to renew the policies, for the sufficiency of policies, or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the parties insured, as their interests may appear. The Board of Directors shall cause the damage to the Units and/or Common Elements to be repaired promptly, unless it shall be determined that the damages are not to be repaired under the provisions set forth herein. The Insurance Trustee or the Board of Directors, as the case may be, shall pay for said repairs out of the proceeds of said policies. If the proceeds are insufficient to pay for said repairs, any deficiency shall be a Common Expense. If the damage should be to the Units and the Units are not be repaired, then the proceeds of the policies shall be held for the Unit Owners of the damaged Units and their mortgagees, to be distributed to them as their interests may appear.

Section 7. Proceeds of Insurance Policies: The proceeds of insurance policies received by the Board of Directors or the Insurance Trustee shall be distributed as follows:

1. All expenses of the Insurance Trustee shall be paid first.
2. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended for the purpose of said repairs as hereinabove provided. If there are any proceeds remaining after defraying the costs of the Insurance Trustee and the costs of the repairs, said proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
3. If the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
4. In making distribution to the Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to whether or not the building is to be reconstructed or repaired, and upon an attorney's certificate of title as to the name of the Unit Owner, mortgagee and the percentage of undivided interest of the Unit in the Common Elements.

Section 8. Master Condominium Insurance: The Board of Directors may empower the Master Condominium Association to carry any of the insurance required under this Article at the expense of the Association.

ARTICLE 9

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 1. Duty to Repair and Restore: Except as hereinafter provided, damage to or destruction of any Building or improvement located on the Condominium parcel or serving the Condominium shall be promptly repaired and restored by the Association, using the proceeds of the insurance, if any, on such Building or improvement for that purpose, and all costs for repair or reconstruction in excess of available insurance proceeds shall be a Common Expense. If the Condominium is damaged to the extent of two-thirds (2/3) of its then replacement cost, and three-fourths (3/4) of the Unit Owners and the holders of mortgage liens affecting at least three-quarters (3/4) of the Units vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the Unit Owners, and each Unit Owner shall own that percentage of the undivided interest in common as he previously owned in the Common Elements. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the property; and the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in accordance with their interests therein, after first paying all liens out of each Unit Owner's respective interest.

Any repair or restoration must be substantially in accordance with the Plans on file in the Town of Newington Building Inspector's office, and as set forth in the Declaration, or if not in accordance therewith, said repair or restoration must be subject to the approval of two-thirds (2/3) of the Unit Owners.

Section 2. Payment for Repairs to Units: If damage occurs only to property for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for the cost of repair or restoration after casualty, unless such damage is specifically covered by the Association's insurance as set forth herein, in which event the Association shall be responsible for said costs to the extent that proceeds of the Association's insurance policy are available, and to the extent that the Unit Owner makes payment as hereinafter provided. Each Unit Owner shall pay to the Board of Directors such sum as is necessary, according to the estimate of cost described in Section 3 of this Article, to cover any part of the cost of repair or restoration which is not covered by insurance of the Association. In all instances, and to the extent set forth in this Section, the actual repair or restoration after a casualty shall be performed by the Association.

Section 3. Estimate of Cost: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs necessary to place the damaged property in as good a condition as it existed before the casualty.

ARTICLE 10

COMMON EXPENSES

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such Common Charges among the Unit Owners according to their percentage of undivided ownership in the Common Elements, as established by the Declaration. The Board of Directors shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and to their mortgagees upon request. The Common Expenses shall include, among other things:

(a) the cost of maintenance, repair, renovation, restoration or replacement of the Common Elements, including the Limited Common Elements, except as set forth in Article 11, Section 3 hereof;

(b) all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Article 8 hereof, and the fees and expenses of the Insurance Trustee.

(c) such amounts as the Board of Directors may deem proper for the operation of the Condominium, including, without limitation, an amount for its working capital, a general operating reserve, a reserve fund for replacements, and sums necessary to make up any deficit in the Common Expenses for any prior years;

(d) such amounts as may be required for the purchase or lease by the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit, or of any Unit to be acquired by foreclosure proceedings or proceedings in lieu of foreclosure or which is to be sold at judicial sale.

(e) community expenses in such amounts as the Board of Directors may deem proper, to be expended in connection with the operations of any other condominium or, homeowners or similar association within Glen Oaks if in the judgment of the Board of Directors said expenditures would serve the purposes of the Association and be in furtherance of the principle of creating an integrated community in Glen Oaks.

(f) the charges assessed against the Association by the Master Condominium Association, including, without limitation, all charges assessed with respect to the Glen Oaks Recreational Facility, and with respect to the roadways in Glen Oaks.

Section 2. Payment of Common Charges: All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Directors monthly, or at such other time or times as the Board of Directors shall determine. The Board may authorize Common Charges to be collected by a mortgagee of one or more units, or by any other servicing agent, including the Master Condominium Association.

Section 3. Collection of Assessments: The Board of Directors shall assess Common Expenses against the Unit Owners from time to time and at least annually, and shall take prompt action to collect any Common Charges due from any Unit Owner which remain unpaid for more than 30 days from the due date of payment thereof.

Section 4. No Waiver of Liability for Common Expenses: No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of his Unit.

Section 5. Non-Liability After Conveyance: No Unit Owner who sells or otherwise transfers his Unit shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to such sale, transfer or other conveyance made pursuant to the provisions of these Bylaws.

Section 6. Successor's Liability for Common Charges: A grantee who acquires a Unit shall be liable for, and the Unit conveyed shall be subject to, a lien for any unpaid assessments against the Unit, but not in excess of the amount set forth in a statement provided under Section 7 of this Article 10.

Section 7. Statement of Common Charges: The Board of Directors shall promptly provide any Unit Owner so requesting the same, with a written statement of all unpaid Common Charges or other assessments due from such Unit Owner.

Section 8. Default in Payment of Common Charges: In the event of any default by any Unit Owner in the payment to the Board of Directors of the Common Charges determined to be due, such Unit Owner shall be obligated to pay interest at the legal rate on such Common Charges from the due date thereof, together with all expenses, including reasonable attorney's fees, incurred in collecting said unpaid Common Charges. The Board of Directors shall have the right and duty to recover such Common Charges, together with such interest and costs, in an action to recover the same brought against the Unit Owner, or by foreclosure of a lien on any Unit under powers granted by the Condominium Act of 1976 (as amended) as amended or changed from time to time.

Section 9. Liens for Unpaid Common Charges; Foreclosure of Liens: All sums assessed by the Association, but unpaid, for the share of the Common Expenses chargeable to any Unit shall constitute a lien on such Unit. Upon perfection of such lien in accordance with law, such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property, and shall include reimbursement for costs and reasonable attorneys' fees. Any officer or agent of the Association, acting on behalf of the Unit Owners, shall have power to bid in the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the Association. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE 11

MAINTENANCE, REPAIR AND REPLACEMENT OF PROPERTY

Section 1. Common Elements: The Association shall maintain, repair and replace all of the Common Elements, except set forth in Sections 2 and 3 of this Article. In the event that such maintenance, repair or replacement was caused by the negligence or misuse of a Unit Owner or his licensee or invitees, such expense shall be charged to such Unit Owner as a Common Expense.

Section 2. Unit Owner's Responsibilities: (a) Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit except the portions thereof to be maintained, repaired and replaced by the Association. (b) Each Unit Owner shall be responsible for damages to any other Unit, or to the Common Elements caused intentionally, negligently, or by his failure to properly maintain, repair or make replacements to his Unit, and upon any failure of such Unit Owner to pay for any such damage or repairs, the cost thereof shall be charged to such Unit Owner as a Common Expense. (c) Each Unit Owner shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building in which his Unit is located. The Unit Owner is responsible to promptly report to the Association any defect or need for repairs in his Unit, the responsibility for which is that of the Association.

Section 3. Wooden Terraces: A wooden terrace to which there is sole direct access from the interior of a Unit, shall constitute a Limited Common Element for the exclusive use of the owner of such Unit. All wooden terraces shall be kept free and clear of dirt, debris, snow, ice and other accumulations by and at the expense of the owner of the Unit who has access thereto. All repairs in, to, or with respect to the Limited Common Elements shall be made by the Board of Directors. In the event such repairs are made necessary by the negligence or misuse of a Unit Owner, the expense of such repairs shall be charged to such Unit Owner as a Common Expense.

ARTICLE 12

ADDITIONS, ALTERATIONS, OR IMPROVEMENTS

Section 1. By Board of Directors: Whenever, in the judgment of the Board of Directors, the Common Elements shall require additions, alterations or improvements costing more than ten thousand dollars (\$10,000.00), and the making of such additions, alterations, or improvements shall have been approved by a majority of the Unit Owners and by the holders of mortgages encumbering fifty (50%) percent of the undivided interest in the Common Elements subject to mortgages, the Board of Directors shall proceed with such additions, alterations or improvements, and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing ten thousand dollars (\$10,000.00) or less may be made by the Board of Directors without approval of the Unit Owners or any mortgagees of the Units, and the costs thereof will constitute part of the Common Expenses.

Section 2. By the Unit Owners: No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors and the mortgagee of said Unit. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in his Unit within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of the Town of Newington or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Board of Directors. Said application shall not obligate the Board of Directors to any liability to any contractor, subcontractor or materialmen on account of such addition, alteration or improvements, nor to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this section shall not apply to Units owned by the Declarant until such Units have been initially sold by the Declarant and paid for.

ARTICLE 13

RIGHT OF ACCESS

Each Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Elements, or for the purpose of performing necessary installations, alterations or repairs to the mechanical or electrical services or other common materials in his Unit or elsewhere in the Building within which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

ARTICLE 14

UTILITY SERVICES

Electricity, Gas and Water: Electricity and gas shall be supplied by the public utility company serving the area directly to each Unit through a separate meter for each Unit, and each Unit Owner shall be required to pay the bill for electricity or gas consumed or used in this Unit, and in the Limited Common Elements serving his Unit. The electricity and gas serving the remaining Common Elements shall be metered and the Board of Directors shall pay all bills for electricity and gas consumed therein as a Common Expense. Water shall be supplied to all of the Units and the Common Elements through meters, and the Board of Directors shall pay, as a Common Expense, all charges for water consumed on the Property, including the Units. Any payments, refunds and/or rebates made by the water company supplying water to the Property, in accordance with the formula prescribed by the Public Utilities Control Authority, to reimburse or defray the Declarant's cost of installation of water services to the Condominium, shall be paid to and be the sole property of the Declarant. Any and all charges for systems for the treatment of domestic sewage shall be paid by the Board of Directors as a Common Expense.

ARTICLE 15

MORTGAGES

Section 1. Notices to Board of Directors: A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled, "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges: The Board of Directors, whenever requested in writing by a mortgagee or prospective mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default: The Board of Directors, when giving notice to a Unit Owner of default in paying Common Charges or any other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books: Each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times on business days.

Section 5. Financing Purchase of Units by Association: Acquisition of Units by the Association on behalf of all Unit Owners may be made from the working capital in the hands of the Association, or if such funds are insufficient, the Association may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements as a Common Expense, which assessment shall be enforceable in

the same manner as Common Expenses, or the Association may in its discretion borrow money to finance the acquisition of such Units, provided, however that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit itself together with the appurtenant interest thereto to be acquired by the Association.

ARTICLE 16

BOOKS AND RECORDS

Section 1. Accounting Records: The Association shall maintain accounting records according to generally accepted accounting practices. Such records shall include:

- (a) a record of all receipts and expenditures;
- (b) an account for each Unit which shall designate the name and address of each Unit Owner, the amount of each assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due;
- (c) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (d) an accurate account of the current balance in the reserve for replacement and for emergency repairs.

Section 2. Examination of Records: Records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, his duly authorized agents or attorneys, at the expense of the Unit Owner, during normal business hours and after reasonable notice.

Section 3. Audits: On the written petition of Unit Owners of not less than twenty-five per cent (25%) of completed Units, a certified audit by an independent certified public accountant shall be made, but not more than once in any consecutive twelve-month period. The cost of any such audit shall be a Common Expense.

ARTICLE 17

MASTER CONDOMINIUM ASSOCIATION

Section 1. The Master Condominium Association: In furtherance of the plan of development contemplating an integrated community for Glen Oaks, a Master Condominium Association has been created.

Section 2. Election and Membership: Each Unit Owner, and each other resident of a dwelling in Glen Oaks, shall be a member of the Master Condominium Association. The Master Condominium Association shall be governed by one representative elected annually by and from the membership of the Board of Directors who shall in such capacity be a member of the board of directors of the Master Condominium Association.

With respect thereto, the Association's Board of Directors may, by majority vote, remove its representative to the Master Condominium Association, and shall thereafter elect a successor to fill the vacancy thus created.

Section 3. Duties of the Master Condominium Association: With respect to the roads in Glen Oaks, the Master Condominium Association shall have all the powers and duties which are vested in the Board of Directors of this Association by virtue of law, the Declaration, or these Bylaws, and shall have such other powers of the Board of Directors of this Association that the Board of Directors of this Association shall confer upon it. The Master Condominium Association shall have all of the powers that the Board of Directors or this Association may have to collect sums levied by the Master Condominium Association with respect to the Glen Oaks Recreational Facility, including a \$10.00 per month fixed use charge for such facility and additional operating costs for such facility as the Master Condominium Association shall determine.

Section 4. Community Expenses. The Master Condominium Association shall keep a consolidated record of its receipts and expenditures. The Association shall be charged with common expenses and share in common profits of the Master Condominium Association equal to the percentage obtained by the division of a fraction, the numerator of which is the number of Units in the Association, and the denominator of which is the total number of all dwelling units in Glen Oaks. The Association's share of the expenses of the Master Condominium Association is hereby declared a Common Expense of the Association, and shall be charged to the Unit Owners according to their percentage of the undivided interest in the Common Elements.

Section 5. Voting: The representative from the Association to the Master Condominium Association shall, when voting on matters before the Master Condominium Association, have such weighted voting power as reflects the number of Units in the Association as against the total number of all dwelling units in Glen Oaks. The total number of votes to be cast in the Master Condominium Association shall be equal to the total number of dwelling units in Glen Oaks. The vote of a majority of the voting power present at a meeting at which a quorum shall be present shall be binding on this Association for all purposes.

Section 6. Officers of the Master Condominium Association: The principal officers of the Master Condominium Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the representatives to the Master Condominium Association. The representatives to the Master Condominium Association may appoint such other officers as in its judgment may be necessary. The officers of the Master Condominium Association shall be elected at the organization meeting of the Master Condominium Association, and annually thereafter, and shall hold office or be removed therefrom at the pleasure of the representatives of the Master Condominium Association. The aforesaid election and removal of officers shall be accomplished by the affirmative vote of a majority of the voting power of the Master Condominium Association.

The President of the Master Condominium Association shall be the chief executive officer thereof. He shall preside at all meetings of the representatives of the Master Condominium Association. He shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of the State of Connecticut, including, but not limited to, the power to appoint committees from among such representatives and/or the owners of dwellings in Glen Oaks and/or others from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Master Condominium Association.

The Vice President of the Master Condominium Association shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the representatives of the Master Condominium Association shall appoint some other person to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by representatives of the Master Condominium Association or by the President.

The Secretary of the Master Condominium Association shall keep the minutes of all meetings of the representatives of the Master Condominium Association and shall have charge of such books and papers as the representatives of the Master Condominium Association may direct, and shall, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of the State of Connecticut.

The Treasurer of the Master Condominium Association shall have the responsibility for the Master Condominium 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 the name of the Master Condominium Association in such depositories as may from time to time be designated by the representatives of the Master Condominium Association, and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Connecticut.

Section 7. Contracts, Deeds, Checks, Etc.: All agreements, contracts, checks, and other instruments to be executed by the Master Condominium Association shall be executed by any two officers of the Master Condominium Association or by such other person or persons as may be designated by the representatives of the Master Condominium Association.

Section 8. Meetings: Regular meetings of the representatives of the Master Condominium Association may be held at such time and place as shall be determined from time to time by the holders of a majority of the voting power of the Master Condominium Association but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the representatives of the Master Condominium Association shall be given to each representative to the Master Condominium Association, by mail or telegram, at least three (3) business days prior to the day named for such meeting. Special meetings of the representatives of the Master Condominium Association may be called by the President on three (3) business days' notice to each representative to the Master Condominium Association, given by mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the representatives of the Master Condominium Association shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) representatives to the Master Condominium Association. Any representative to the Master Condominium Association may, at any time, waive notice of any meeting of the Master Condominium Association in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a representative to the Master Condominium Association at any meeting of the Master Condominium Association shall constitute a waiver of notice by him of the time and place thereof. If all the representatives to the Master Condominium Association are present at any meeting of the representatives of the Master Condominium Association, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum for Voting: At all meetings of the representatives of the Master Condominium Association, a presence of the holders of the majority of the voting power thereof shall constitute a quorum for the transaction of business. If at any meeting of the representatives of the Master Condominium Association there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such 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 10. Fidelity Bonds: The Master Condominium Association shall obtain adequate fidelity bonds for all officers and employees of the Master Condominium Association handling or responsible for Master Condominium Association funds. The board of directors of the Master Condominium Association shall have the right to obtain officers' and directors' indemnity policies. The premiums for such bonds and/or such insurance shall constitute a Common Expense.

Section 11. Compensation: No officer of or representative to the Master Condominium Association shall receive any compensation from the Master Condominium Association for acting as such.

Section 12. Liability of Representatives to the Master Condominium Association: The representatives to the Master Condominium Association shall not be liable to any Unit Owners, any unit owners in other condominiums in Glen Oaks, any other residents of Glen Oaks, the Association, any other condominium association of Glen Oaks, or the Master Condominium Association for any mistake of judgment, negligence, or otherwise, except for his own individual willful misconduct or bad faith. The Unit Owners, unit owners in other condominiums in Glen Oaks, and all other residents of Glen Oaks shall indemnify and hold harmless the representatives to the Master Condominium Association against all contractual liability, except in their capacity as Unit Owners, to others arising out of contracts made by the Master Condominium Association on their behalf, or on behalf of the various condominium associations of Glen Oaks, unless any such contract shall have been made in bad faith. It is intended that the liability of any Unit Owner, unit owners in other condominiums in Glen Oaks, and all other residents of Glen Oaks arising out of any contract made by the Master Condominium Association or out of the aforesaid indemnity in favor of the representatives of the Master Condominium Association shall be limited to such proportion of the total liability thereunder as is represented by a fraction, the numerator of which is one (1), and the denominator of which is the total number of dwelling units in Glen Oaks. Every agreement made by the Master Condominium Association, or on behalf of the Master Condominium Association shall provide that the representatives and officers of the Master Condominium Association, or the managing agent, as the case may be, are acting only as agents for the Unit Owners, unit owners in other condominiums in Glen Oaks, and all other residents of Glen Oaks, and shall have no personal liability thereunder, except in their capacity as Unit Owners, and that the liability of each Unit Owner, unit owners in other condominiums in Glen Oaks, and all other residents of Glen Oaks thereunder shall be limited to the proportion of the total liability thereunder as such liability has been set forth above.

ARTICLE 18

MEMBERSHIP IN THE ASSOCIATION

Ownership of a Unit shall automatically make the Unit Owner a member of the Association.

ARTICLE 19

TORT LIABILITY

Each Unit Owner shall be deemed to have released and exonerated each other Unit Owner and the Association, and the Association shall be deemed to have released and exonerated each Unit Owner from any tort liability other than that based on fraud or criminal acts, to the extent to which such liability is satisfied by proceeds of insurance carried by a Unit Owner or by the Association.

ARTICLE 20

ABATEMENT AND ENJOINTMENT OF VIOLATIONS
BY UNIT OWNERS

The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, the Declaration or such Rules and Regulations:

(a) to enter the Unit in which, or as to which such violation or breach exists, and to summarily abate and remove at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein causing such violation or breach, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; and/or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 21

RULES AND REGULATIONS

Rules and Regulations governing the details of the operation and use of the Units and Common Elements may be adopted and amended from time to time by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Association to each Unit Owner prior to the time the same shall become effective.

ARTICLE 22

MISCELLANEOUS

Section 1. Notices: All notices hereunder shall be sent by registered or certified mail to the Board of Directors in care of the President of the Association, and/or to the managing agent if there be a managing agent. All notices to any Unit Owner shall be sent by registered or certified mail to the Building in which the Unit is situated, or to such other address as may have been designated by the Unit Owner from time to time in writing to the Board of Directors. All notices to mortgagees of Units shall be sent by registered mail or certified mail to their respective addresses as designated by them from time to time in writing to the Board of Directors. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 2. Captions: The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender: The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, the use of singular shall be deemed to include the plural, when the context so requires.

Section 4. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 5. Conflict: These Bylaws are set forth to comply with the requirements of the Condominium Act of 1976 (as amended) of the State of Connecticut. In the case of any conflict between these Bylaws and the provisions of Condominium Act of 1976 (as amended), or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

Section 6. Waiver: No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE 23

SEAL

The Board of Directors may adopt a seal for the Association in whatever form it deems appropriate.

ARTICLE 24

AMENDMENTS TO BY-LAWS

Except as hereinafter provided otherwise, these Bylaws may be modified or amended by the vote of a Majority of the Unit Owners, provided, however, that no amendment of these Bylaws shall be contrary to the requirements of the Condominium Act of 1976 (as amended), as amended from time to time, and provided, further, that said vote shall be taken at a meeting of the Unit Owners duly held for such purpose, following written notice to all Unit Owners and their mortgagees appearing on the records of the Association. The vote at such a meeting may be in person or by proxy. No amendment shall be effective until fully set forth in an amendment to the Declaration duly recorded in the Town Clerk's Office of the Town of Newington.

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Received for Record September 7, 1977 at 2:08 P. M. Attest Edward J. Seremet
Town Clerk.

AMENDMENT TO DECLARATION

The Declaration of Condominium of GLEN OAKS CONDOMINIUM NO. 24, dated August 22, 1977 and recorded on September 7, 1977 in Volume 322 at Page 11 of the Newington Land Records is hereby amended by adding thereto Article 29, as follows:

Article 29

Right to Assign Future Income

The Association may assign its future income, including its right to receive common charges and assessments, upon the affirmative vote of Unit Owners to which at least fifty-one (51%) percent of the votes in the Association are allocated at a meeting called for that purpose.

The foregoing amendment was approved by the affirmative vote of members of the GLEN OAKS CONDOMINIUM NO. 24, Inc., owning no less than two-thirds (2/3) in the aggregate, in interest, of the undivided ownership of the Common Areas (either in person or by proxy) pursuant to Article 23 of the Declaration. Said vote was taken on March 17, 1988 at a special meeting of Unit Owners, called for that purpose, upon not less than seven (7) nor more than twenty (20) days prior written notice to the Unit Owners and their Mortgagees, and has been approved by those Mortgagees entitled to vote on said amendment.

Dated at Farmington Connecticut this 21st day of July, 1988.

<p><u><i>Matthew H. Perlstein</i></u> Matthew H. Perlstein</p>		<p>GLEN OAKS CONDOMINIUM NO. 24, INC. BY <u><i>Fotima O. McGinnis</i></u> Its Secretary</p>
<p>_____</p>		<p>GLEN OAKS CONDOMINIUM NO. 24, INC. BY <u><i>Kevin R. Leonard</i></u> Kevin R. Leonard, Its President</p>

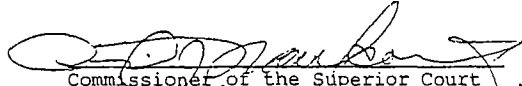
STATE OF CONNECTICUT

COUNTY OF *Hartford*

ss. *Farmington*

July 21, 1988

Personally appeared, *Patricia A. McGuiness*
Secretary of GLEN OAKS CONDOMINIUM NO. 24, INC., signer and sealer of
the foregoing instrument who, being duly authorized, acknowledged the
same to be *her* free act and deed and the free act and deed of said
corporation, before me.


Commissioner of the Superior Court
Notary Public *David J. Markowitz*

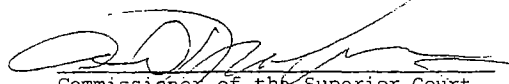
STATE OF CONNECTICUT

COUNTY OF *Hartford*

ss. *Farmington*

July 21, 1988

Personally appeared, KEVIN R. LEONARD, President of
GLEN OAKS CONDOMINIUM NO. 24, INC., signer and sealer of the foregoing
instrument who, being duly authorized, acknowledged the same to be his
free act and deed and the free act and deed of said corporation, before
me.


Commissioner of the Superior Court
Notary Public *David J. Markowitz*

-2-

AMENDMENT TO BY-LAWS

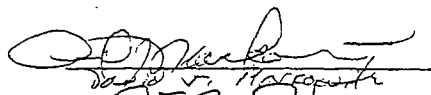
The By-Laws of Glen Oaks Condominium No. 24, Inc., recorded on September 7, 1977 in Volume 322 at Page 11 of the Newington Land Records, is hereby amended by adding to Article 4, Section 3, new subsection (s) and (t) as follows:

(s) Upon receiving the affirmative vote of fifty-one (51%) percent of the unit owners, borrowing funds from a bank or banks or other institutional lenders to fund necessary capital improvements, or otherwise, as deemed appropriate by the Board of Directors;

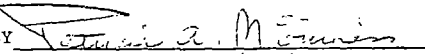
(t) Upon receiving the affirmative vote of fifty-one (51%) percent of the unit owners, assigning, pledging or otherwise hypothecating future income including, but not limited to, the Association's right to receive common charges and assessments, for the purpose of giving security to a lender or lenders for monies borrowed to fund capital improvements, or otherwise, as deemed appropriate by the Board of Directors.

The foregoing Amendment was approved by the affirmative vote of a majority of the unit owners of Glen Oaks Condominium No. 24 at a special meeting of the unit owners called and held for that purpose on May 4, 1988. Written notice of said meeting and its purpose was given to all unit owners and mortgagees prior to said meeting as provided by the By-Laws. Said Amendment has been approved by the requisite number of mortgagees entitled to vote on said Amendment.

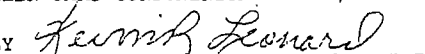
Dated at Farmington, Connecticut this 21st day of July, 1988.


Matthew N. Perlstein
to
LKK

GLEN OAKS CONDOMINIUM NO. 24, INC.

BY 
its Secretary

GLEN OAKS CONDOMINIUM NO. 24, INC.

BY 
Kevin R. Leonard, its President

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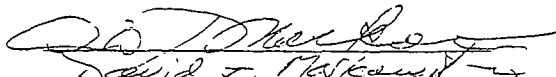
STATE OF CONNECTICUT

ss. Farmington

July 21, 1988

COUNTY OF HARTFORD

Personally appeared Patricia A. McGuinness, Secretary of GLEN OAKS CONDOMINIUM NO. 24, INC., Signer and Sealer of the foregoing instrument who, being duly authorized, acknowledged the same to be her free act and deed and the free act and deed of said corporation, before me.


David J. Markowitz
Commissioner of the Superior Court
Notary Public

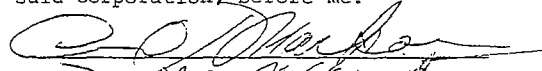
STATE OF CONNECTICUT

ss. Farmington

July 21, 1988

COUNTY OF HARTFORD

Personally appeared KEVIN R. LEONARD, President of GLEN OAKS CONDOMINIUM NO. 24, INC., Signer and Sealer of the foregoing instrument who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.


David J. Markowitz
Commissioner of the Superior Court
Notary Public