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**AMENDED AND RESTATED DECLARATION**  
**OF**  
**KNOLLBROOK CONDOMINIUM**

This AMENDED DECLARATION was duly adopted by the Knollbrook Condominium Association Inc., on the 25 day of November, 2014.

The Knollbrook Condominium was established pursuant to Declaration recorded in Volume 812 Page 138 of the Shelton Land Records.

There have been Amendments to the Declaration as follows:

Amendment recorded in Volume 813, Page 13 of the Shelton Land Records;  
Amendment recorded in Volume 859, Page 261 of the Shelton Land Records;  
Amendment recorded in Volume 892, Page 315 of the Shelton Land Records;  
Amendment recorded in Volume 909, Page 115 of the Shelton Land Records;  
Amendment recorded in Volume 954, Page 49 of the Shelton Land Records;  
Amendment recorded in Volume 1121, Page 119 of the Shelton Land Records;  
Amendment recorded in Volume 1141, Page 76 of the Shelton Land Records;  
Amendment recorded in Volume 1179, Page 152 of the Shelton Land Records;  
Amendment recorded in Volume 1199, Page 30 of the Shelton Land Records;  
Amendment recorded in Volume 1214, Page 157 of the Shelton Land Records;  
Amendment recorded in Volume 1222, Page 259 of the Shelton Land Records;  
Amendment recorded in Volume 1236, Page 123 of the Shelton Land Records;  
Amendment recorded in Volume 1250, Page 304 of the Shelton Land Records;  
Amendment recorded in Volume 1343, Page 267 of the Shelton Land Records;

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

Knollbrook 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 (C.G.S; the “Act”), 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. Knollbrook 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, as amended.

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, as amended;
- (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. Knollbrook 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, as amended; 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 that 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 that 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 in Article 18.

Section 1.15 – Executive Board. The body, regardless of name, designated in the Declaration and ByLaws 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, trees, shrubbery, 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, as amended, 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 fifty percent (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 his or her 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 Shelton Land Records, incorporated herein by reference.

Section 1.25 – Property. The land, all improvements and all easements, rights and appurtenances belonging thereto that have been submitted to the provisions of the Act, as amended, 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, that is adopted by the Association, that is not set forth in the Declaration or ByLaws and that 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, that 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 Shelton Land Records is incorporated by reference herein.

Section 1.30 – Trustee. The person who 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 With Garage. One of the seventy one (71) separate Units, some with attached garage. Units 76 and 80 have detached garages that are a part of the 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 Knollbrook Condominium. The Common Interest Community is a condominium.

Section 2.2 – Association. The name of the Association is Knollbrook 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 City of Shelton, Connecticut. A legal description of the Common Interest Community is attached to this Declaration as Schedule A-1.

## ARTICLE 4

### Number of Units; Identification; and Boundaries

Section 4.1 – Number of Units. The Common Interest Community contains seventy one (71) 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 Shelton Land Records and identified in Schedule A-2 attached hereto.



Section 4.3 – Boundaries. The boundaries of each Unit are the planes or surfaces located as shown on the survey and plans and are more particularly described in the balance of this subsection. The outside-facing surfaces of elements or materials included within the Unit and the inside-facing surfaces of elements or materials excluded from the Unit define the boundaries of the Unit. An outside-facing surface is one that faces away from the interior of the Unit and toward a Common Element, another Unit or the outside of the Common Interest Community. An inside-facing surface is one that faces away from a Common Element, another Unit or the outside of the Common Interest Community and toward the interior of the Unit. Where elements or materials are not contiguous, planes extended from the applicable surfaces of such elements or materials are the boundaries of the Unit.

(a) Ceilings.

- (i) The ceilings are the upper boundary of each Unit.
- (ii) When a ceiling is shown as a boundary on the survey or plans, the outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are *included* within the Unit:
  - (A) Lath;
  - (B) Furring;
  - (C) Wallboard;
  - (D) Plasterboard;
  - (E) Plaster, joint compound and joint tape;
  - (F) Paneling;
  - (G) Tiles;
  - (H) Wallpaper;
  - (I) Closed dampers of fireplaces;
  - (J) Finish trim, paint and any other materials constituting any part of the finished surfaces of the ceilings;
  - (K) Ceiling hatchway doors and their jambs, frames, hardware and trim;
  - (L) Ventilation grilles and trim; and
  - (M) Ceiling light outlets, switches and fixtures, including enclosures and trim.
- (iii) When a ceiling is shown as a boundary on the survey or plans, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are *excluded* from the Unit:
  - (A) Covered structural elements, including studs, rafters, beams and hardware;
  - (B) Visible structural elements beneath their finishes; and

- (C) Skylights, frames, trim and hardware.
- (b) Floors. The floors are the lower boundary of each Unit.
- (i) When a floor is shown as a boundary on the survey or plans, the Outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are *included* within the Unit:
- (A) Tiles;
  - (B) Floorboards;
  - (C) Resilient finished floor covering, including, linoleum, asbestos, vinyl and rolled plastic flooring material;
  - (D) Finished flooring, finish trim and any other materials constituting any part of the finished surfaces of the floor;
  - (E) Finish trim, paint and any other materials constituting any part of the finished surfaces of the floors;
  - (F) Ventilation grilles and trim;
  - (G) Switches, lights, outlets and fixtures, including enclosures and trim;
  - (H) Wall-to-wall installed carpet;
  - (I) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures and toilets; and
  - (J) Cabinets and enclosures.
- (ii) When a floor is shown as a boundary on the survey or plans, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are *excluded* from the Unit:
- (A) Covered structural elements, including rafters, joists, beams and hardware;
  - (B) Visible structural elements beneath their finishes;
  - (C) Sub-flooring;
  - (D) Fireplace surfaces and hearths; and
  - (E) Poured concrete and Gypcrete floors.
- (c) Walls. The walls are the vertical boundaries of each Unit.
- (i) When a wall is shown as a boundary on the survey or plans, the outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are *included* within the Unit:
- (A) Lath;
  - (B) Furring;

- (C) Wallboard;
  - (D) Plasterboard;
  - (E) Plaster, joint compound and joint tape;
  - (F) Paneling;
  - (G) Tiles;
  - (H) Wallpaper;
  - (I) Finish trim, paint and any other materials constituting any part of the finished surfaces of the walls, with the exception that interior and non-bearing partition walls are a part of the Unit;
  - (J) Ventilation grilles and trim;
  - (K) Wall lights, outlets, switches and fixtures, including enclosures and trim;
  - (L) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures and toilets; and
  - (M) Cabinets and enclosures.
- (ii) When a wall is shown as a boundary on the survey or plans, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are *excluded* from the Unit:
- (A) The unfinished surfaces of windows, sills, frames, trim and hardware;
  - (B) The unfinished surfaces of exterior doors, jambs, sills, frames, trim and hardware;
  - (C) Visible structural elements beneath their finishes; and
  - (D) Covered structural elements, including studs, rafters, beams, poured concrete or masonry and hardware;
- (d) Additional Inclusions. Each Unit includes the following, the surfaces of which constitute the boundaries of the Unit, whether or not such spaces are contiguous:
- (i) The spaces and improvements lying within the boundaries described in Paragraphs 4.3(a)(i), (ii) and (iii) and 4.3(b)(i), above;
  - (ii) The spaces and the improvements within such spaces containing electrical switches and outlets; circuit breakers; wiring; pipes; valves; ducts; conduits; smoke, fire, burglar and other alarm systems; sprinklers; meters; meter boxes and telecommunication systems serving such Unit exclusively but located outside the boundaries described in Paragraphs 4.3(a)(i), (ii) and 4.3(b)(i) and (ii), above;



- (iii) Decorative elements affixed to and penetrating the walls, ceilings or floors;
  - (iv) Door frames and windows frames, attics, garages and basements;
  - (v) Direct-vent heating system; and
  - (vi) Any space heating, water heating or air conditioning machinery or equipment serving such Unit exclusively, together with any pipes, wires and ducts serving such machinery or equipment.
- (e) Additional Exclusions. Except when specifically included by other provisions of Section 4.3, the following are *excluded* from each Unit and are part of the Common Elements:
- (i) The spaces and improvements lying outside the boundaries described in Paragraphs 4.3(a)(i), (ii) and (iii) and 4.3(b)(i) and (ii), above; and
  - (ii) All chutes, pipes, flues, ducts, wires, conduits and other facilities running through or within any interior wall or partition of the Unit for the purpose of furnishing utility and similar services to one or more other Units or to Common Elements.
- (f) Easements for Structures Serving Other Units or Common Elements and Access. Units are subject to easements for Common Elements that are located inside the surfaces defining the ceiling, floor and wall boundaries, such as common pipes, ducts, chases and utility lines. The boundaries of these easements are the interior, unfinished surface of ceilings and enclosures of such elements or the surfaces of such elements if not so enclosed, and the plane of the studs and framing or, if there is none, the surface of the wallboard away from the Unit of demising partition walls separating living area of such Unit from the enclosure for those elements, or the surface of the element, if not enclosed. The Unit Owner and the Association have an easement for access for repair and maintenance over and through the adjoining Common Elements and Units and an easement for pipes, ducts, utility ways and chases, access stairs, and fences passing through the other Units or Common Elements and serving the dominant Unit or Common Elements exclusively. Such physical structures, including party walls serving two Units or both a Unit and a Common Element, will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the improvements and their replacements were intended. Reasonable access for repairs and improvements to physical improvements in Common Elements serving a Unit adjoining a Common Element or another Unit may be made by the

Unit Owner of the dominant Unit or Limited Common Elements at reasonable times upon notice to any affected Unit Owner. Access for emergency repairs may be made through the Association at any time.

- (g) Monuments as Boundaries. Physical improvements described as defining the boundaries will be monuments of title as described in Section 47-233 of the Act, regardless of the location of the boundary as shown on the survey or plans.
- (h) Guide to Interpretation. In applying or interpreting the Unit boundary definitions set out in this Section 4.3, the following principles should be used where the boundary definitions do not provide a clear answer:
  - (i) Elements and materials that are visible from the outside of a Unit are part of the Common Elements.
  - (ii) Elements and materials that support the building in which a Unit is located or that keep that building weather-tight are part of the Common Elements.
  - (iii) Elements and materials that are visible from the interior of the Unit and that may be subject to change or redecoration without fundamental change to the structure of the building in which a Unit is located are part of the Unit.
  - (iv) The hardware and supports necessary to operate any element, to permit it to move or function or to keep it in place are of the same character (Unit, Common Element or Limited Common Element) as the element they serve.
- (i) Inconsistency With Plans. If the Plans are inconsistent with this definition, then this definition will control.
- (j) Inconsistency With Survey and Plans. If this definition is inconsistent with the survey and plans, then this definition shall control.
- (k) If construction, reconstruction repair, shifting, settlement or other movement of any portion of the improvements results either in the common areas encroaching on any Unit or in a Unit encroaching in the common areas or another Unit, a valid easement shall be created for both the encroachment and its maintenance. The easement will extend for whatever period the encroachment exists.
- (l) Non-Contiguous Portions. Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings or

structures that are detached or semidetached from the buildings containing the principal occupied portion of the Units. Such special equipment and storage portions, and the garage, are a part of the Unit, notwithstanding their noncontiguity with the residential portions.

## **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 Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any awnings, doorsteps, stoops, porches, decks, balconies, patios 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 that provide access to fewer than all Units, the use of which is limited to the Units to which they provide access, are limited Common Elements.
- (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 that they serve.
- (e) Storm windows, exterior windows, storm doors, exterior doors and slider doors, if any, shall be Limited Common Elements of the Unit that they serve.
- (f) 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.
- (g) Stairways, the use of which is limited to certain Units as shown on the plans.
- (h) Paved areas and walks in front of garages and/or Units, extended to the intersection with the street, the use of which is limited to the Units to which they are assigned as shown on the survey and plans.
- (i) Chimneys, the use of which is limited to the Unit in which their fireplace is located. In the event of a multiple, flue-chimney, each flue shall be a Limited

Common Element of its Unit containing its fireplace, while the chimney will be a Limited Common Element for both Units.

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 the Unit Owners.

Section 5.2 – Expenses Allocated to Limited Common Elements. The 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 skylight, exterior door, storm door, slider door, exterior window and storm window on any unit. Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her garage door(s) and related mechanical system(s).

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. Each Unit Owner shall be responsible for his or her mail box key and exterior light bulbs.

Each Unit Owner shall be responsible for maintenance, repair and replacement of any improvements, of any nature, within basement areas, including responsibility of remediation of radon, if any, in basement areas. Each Unit Owner shall be responsible for any personal property stored in basement areas.

Each Unit Owner shall be responsible for fireplace inspections. Each Unit Owner shall be responsible for cleaning, maintenance, repair and replacement of fireplaces. Each Unit Owner shall be responsible for maintenance, repair and replacement of chimneys and flues.

Each Unit Owner shall be responsible for maintenance, repair and replacement of attic spaces. The Association shall be responsible for decks, balconies and front stoops.

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 that 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 that 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, decks, patios, steps, stoops, terraces and balconies, if any, that are part of his or her Unit or a Limited Common Element allocated to his or her Unit.

The Association shall be responsible for cleaning 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 the Unit Owners.

Section 5.4 – Compliance With Maintenance Standards. Each Unit Owner shall be responsible for complying with all written maintenance standards of the Association to prevent damage to Units, Limited Common Elements and 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 the Common Elements except the portions of the Limited Common Elements that are required by this Declaration to be maintained, repaired or replaced by 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. By rule, the Association may adopt additional standards concerning maintenance, repair and replacement of Units for the purpose of avoiding adverse effects on the condition, use or enjoyment of other Units or the Common Elements.



Section 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, steps, stoops, terraces, balconies, porches and decks that 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 Subsection 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 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 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.

Section 6.6 – Failure to Maintain, Repair and Replace.

- (a) If a Unit Owner unreasonably fails to maintain, repair and replace his or her Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible after the Unit Owner knew or should have known that such maintenance, repair or replacement was needed, and such failure causes damage to another Unit or to the Common Elements, the Unit Owner shall reimburse the owner of the damaged Unit, or the Association, as the

case may be, for the cost of repairing the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.

- (b) If the Association unreasonably fails to maintain, repair and replace the Common Elements or any other portion of the Common Interest Community for which it is responsible after the Association knew or should have known that such maintenance, repair or replacement was needed, and such failure causes damage to a Unit:
  - (i) If the damage is covered by the Association's insurance policy, the Association shall repair it in accordance with Article 22 of this Declaration; or
  - (ii) If the damage is not covered by the Association's insurance policy, the Association shall reimburse the Owner of the damaged Unit for the cost of repairing the damage.
- (c) If a Unit Owner fails to maintain, repair or replace his or her Unit or any other portion of the Common Interest Community for which he or she is responsible and such failure creates a condition that threatens another Unit or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Unit Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.7 – Inspection, Repair and Replacement of High-Risk Components.

- (a) Notwithstanding the provisions of this Article 6, the Executive Board may, from time to time, after Notice and Comment, determine that certain portions of the Units required to be maintained by the Unit Owners, or certain objects, fixtures or components within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects, fixtures or components might include smoke detectors, washer hoses, chimneys and water heaters. In this Section 6.7, those items determined by the Executive Board to pose such a particular risk are referred to as "High-Risk Components."
- (b) At the same time that it designates a High-Risk Component or at a later time, the Executive Board, after Notice and Comment, may require one or more of the following with regard to the High-Risk Component:
  - (i) That it be inspected at specified intervals by the Association, an inspector or inspectors designated by the Association or an

inspector or inspectors having particular licenses, training or professional certification.

- (ii) That it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.
  - (iii) That it be replaced or repaired with items or components meeting particular standards or specifications established by the Executive Board.
  - (iv) That when it is repaired or replaced, the installation include additional components or installations specified by the Executive Board.
  - (v) That it be repaired or replaced by contractors having particular licenses, training or professional certification or by contractors approved by the Association.
  - (vi) If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association or an inspector or inspectors having particular licenses, training or professional certification.
- (c) The imposition of requirements by the Executive Board under Subsection 6.7(b) shall not relieve a Unit Owner of his or her obligations under Section 6.2 of this Article, including, but not limited to, the obligation to perform and pay for repairs, maintenance and replacement.
- (d) If any Unit Owner fails to repair, maintain or replace a High-Risk Component or have the High-Risk Component inspected in accordance with the requirements established by the Executive Board under this Section 6.7, the Association may, in addition to any other rights and powers granted to it under the Documents and the Act:
- (i) Enter the Unit in accordance with Section 6.4, and inspect, repair, maintain or replace the High-Risk Component and charge the cost to the Unit Owner as a Common Expense attributable to the Unit under Section 19.2;
  - (ii) Fine the Unit Owner or the occupant of the Unit, or both, under Article 21; and
  - (iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section 6.7.

Section 6.8 – Conduct of Maintenance, Repair and Replacement by the Association. The Association, acting at the direction of the Executive Board, and not the Unit Owner of any affected Unit, shall have the exclusive authority to select, contract with, direct, retain and replace all contractors and vendors for all activities to maintain, repair and replace portions of the Property for which funds of the Association are used or to be used.

#### **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 is 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 percentage liability for Common Expenses allocated to each Unit is equal and shall be determined by dividing 1 by 71. Nothing contained in the subsection shall prohibit certain Common Expenses from being apportioned to particular units under Article 19 of this Declaration.
- (c) Undivided Interest in the Common Elements. The percentage liability for Common Expenses allocated to each Unit is equal and shall be determined by dividing 1 by 71.

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 Shelton. The use of all condominium facilities is restricted to residents of the condominium. This means that only Unit Owners who reside at the condominium and/or tenants that reside at the condominium may use the condominium facilities.
- (b) No noxious or offensive activities may be carried on in any Unit, nor may anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other Unit Owners or occupants. Each Unit Owner will be obligated to maintain his or her own Unit and keep it in good order and repair.
- (c) The use of Common Elements, Units and Limited Common Elements is 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 734(b) 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. The Board has no authority to approve or reject any lease.

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, 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;
- (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; and
- (c) By resolution, following Notice and Hearing, levy a fine in an amount to be established by the Board of Directors for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the Rule or order of the Board of Directors. Collection of charges for damages or fines may be enforced against the Unit Owner(s) in the same manner as common charges.

Section 10.5 – Notice of Unit Purchase and Copy of Executed Conveyance Deed. Every new Owner shall return to Knollbrook Condominium Association Inc. c/o the 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 Knollbrook Condominium Association Inc. Rules and may subject the Unit Owner to a fine 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 that 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 Shelton 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.

Section 10.8 – Parking and Storage in Garages, Including Garages That Are Part of Units. Garages, whether they are part of a Unit or a Limited Common

Element appurtenant to a Unit, are restricted to use as parking spaces for motor vehicles used by the occupants of the Unit and for the storage of personal goods and household items. However:

- (a) No vehicle may be kept in a garage if it has a capacity in excess of one ton, possesses more than four wheels or cannot fit in the garage with the garage door closed;
- (b) If personal goods and household items are stored in a garage, enough space must be left to permit one motor vehicle to be parked in the garage, with the garage door closed; and
- (c) Owners or occupants of Units who keep one or more motor vehicles in the Common Interest Community must park one of the vehicles in the garage that is part of or appurtenant to the Unit.

Section 10.9 – Use Affecting Insurance. Nothing may be done or kept in any Unit that will increase the rate of insurance on any improvements, or the contents of other Units, beyond the rates generally applicable to similar residential Common Interest Communities, without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in his or her Unit that will result in the cancellation of insurance on any of the improvements or the contents of other Units.

Section 10.10 – Compliance With Laws. Unit Owners and occupants of Units shall comply with all valid laws, ordinances and regulations, including, but not limited to, zoning and land use regulations of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions arising out of any noncompliance or other violation.

Section 10.11 – Rules Affecting the Use and Occupancy of Units. Except as required or permitted by other provisions of the Declaration, the Association may adopt Rules that affect the use or occupancy of Units only for one or more of the following purposes:

- (a) Prevention of any use of a Unit that violates the Declaration, ByLaws and/or Maintenance Standards; or
- (b) Regulation of any occupancy of a Unit that violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners.

Section 10.12 – Antennas/Satellite Dishes. The Association may adopt rules regulating and restricting the installation of antennas/satellite dishes in the Common Interest Community. However, any such rule, as it applies to the Units and Limited

Common Elements, may not exceed the limitations set by the Federal Communications Act.

## **ARTICLE 11 Easements and 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, as amended. 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 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 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 or her 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, that cause 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 also may 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 Shelton, Connecticut, 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, as amended, and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units or 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, as amended, 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**

Section 16.1 – Amendments by Executive Board. Except as otherwise provided in Section 16.2, the Executive Board may amend the ByLaws by a vote of two-thirds (2/3) of all the members of the Executive Board at any meeting of the Executive Board duly called for such purpose. Before the Executive Board can adopt, amend or repeal any Bylaw, notice shall be given to all Unit Owners of the intention of the Executive Board to adopt, amend or repeal any Bylaw, which notice shall include the text of the proposed Bylaw and/or amendment and/or the text of the Bylaw to be repealed, as applicable, and the date on which the Executive Board will act on the proposed Bylaw, amendment or repeal after considering comments from Unit Owners.

Section 16.2 – Amendments by Unit Owners. Only the Unit Owners (and not the Executive Board) shall have the power, by vote of Unit Owners of Units to which more than fifty percent (50%) of the votes in the Association are allocated, to adopt, amend or repeal any ByLaw that relates to or affects any of the following:

- (a) The qualifications, powers and duties or terms of office of members of the Executive Board;
- (b) The number of members of the Executive Board;
- (c) The manner of election of Executive Board members;
- (d) The timing or content of notices of meetings of Unit Owners, opportunities for Unit Owner comment at any meeting of the Executive Board or the Association, and methods or procedures for voting or actions by Unit Owners without meeting or any provision of Article 4 of these ByLaws; or
- (e) The manner or required vote to adopt, amend or repeal any ByLaw, including, without limitation, any provision of this Section 16.2.

Section 16.3 – Execution of Amendments. Amendments to the ByLaws that have been duly adopted 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.

**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 that 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,

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return receipt requested, and if 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 that 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 that 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 that 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, as amended, 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 sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act, as amended) 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, as amended, the Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:

- (i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty-percent [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 sixty-seven percent [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 that is subject to any Development Rights;
- (viii) Grant any easements, leases, licenses and concessions through or over the Common Elements;
- (ix) Assign the future income of the Association, including its right to receive Common Expense assessments;
- (x) Not repair or replace the property; and
- (xi) Create 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 ninety (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 that 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 they are 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 that 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, as amended, are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner. The order in which payments are applied to fees, charges, late fees, fines and interest shall be established in a Collection Policy adopted by the Executive Board.
- (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 on any goods or services purchased by the Association by virtue of the use or occupancy of some, but fewer 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) Notwithstanding the provisions of Article 23.2(b) of this Declaration, 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.

- (k) Any common expense assessed in accordance with Section 6.6 of this Declaration.
- (l) Portions of the cost of restoring 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.

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, as amended, 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 nine (9) 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) [Reserved]
- (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 nor 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 Connecticut General Statutes 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 that became due before the sale, other than the assessments that 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 fewer 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 fewer 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 special assessment.

- (c) If the Executive Board determines by a two-thirds (2/3) 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 fund balance and/or 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 votes in favor of, or agrees 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 Community Documents. All Unit Owners, tenants, holders of security interests and occupants of Units shall comply with the Community Documents. The acceptance of a deed or mortgage 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 Community Documents are accepted and ratified by such Unit Owner, Tenant, holder of a security interest, or occupant, and all such provisions recorded on the Shelton land records shall bind any persons having at any time any interest or estate in such Unit.

Section 21.2 – Compliance With Laws. All Unit Owners, Tenants, holders of security interests and occupants of Units shall comply with all laws, ordinances and governmental regulations applicable to the Common Interest Community or the activities of persons within the Common Interest Community.

Section 21.3 – Adoption of Rules.

- (a) The Executive Board may adopt and amend rules after Notice and Comment.
- (b) Rules concerning the Common Elements, including Limited Common Elements, may regulate any conduct, condition or activity, including use and occupancy.
- (c) Rules concerning the Units may regulate any conduct, condition or activity that is not use and occupancy.
- (d) Rules concerning the Units also may regulate the use and occupancy of a Unit to:
  - (i) Exercise any power to make rules expressly granted by this Declaration; and
  - (ii) Prevent any use of a Unit that violates this Declaration

Section 21.4 – Scope of Rulemaking

- (a) Unless otherwise permitted or limited by the Declaration or the Act, the Executive Board may adopt rules that affect the use or occupancy of Units only to:
  - (i) Regulate any occupancy of a Unit that violates the Declaration or adversely affects the use or enjoyment of other Units or the Common Elements by other Unit Owners; or
  - (ii) Restrict the leasing of Units to the extent those rules are reasonably designed to meet first-mortgage underwriting requirements who regularly purchase or insure first mortgages on units in Common Interest Communities. The Board has no authority to approve or reject any lease.
- (b) The Executive Board may adopt rules affecting activities within Units that do not constitute use or occupancy.
- (c) The Executive Board may not adopt a rule that contravenes an express provision of the Declaration or a right reasonably inferable from an express provision of the Declaration, but, subject to the provisions of Subsection 21.4(a), the Executive Board may adopt a rule implementing, refining or

applying an express provision of the Declaration so long as such rule does not place an unreasonable limitation on a right granted by or reasonably inferable from an express provision of the Declaration.

Section 21.5 – Notice of Amendments to Rules. Following adoption, amendment or repeal of a Rule, the Association shall give all Unit Owners notice of its action and include with it a copy of any new or amended Rule.

Section 21.6 – Recording of Rules. Any Rule restricting the leasing of Units shall be recorded on the land records. The Association shall request that the town clerk of Shelton index any such Rule and any amendment to said rules in the grantor's and in the grantee's index in the name of the Association.

Section 21.7 – Limitation of Challenges. No action to challenge the validity of a Rule or an amendment to a Rule adopted by the Executive Board pursuant to this Article may be brought more than one year after the Rule or amendment is recorded.

Section 21.8 – Abatement and Enjoyment of Violations by Unit Owners. The violation of any Rule or the breach of any provision of the Community Documents shall give the Association the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in this Declaration:

- (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 (except for additions or alterations of a permanent nature that may exist therein) that creates a danger to the Common Elements or other Units contrary to the intent and meaning of the provisions of the Community Documents, and the Association shall not thereby be deemed liable for any manner of trespass;
- (b) To bring appropriate legal proceedings, either at law or in equity, to enjoin, abate or remedy the continuance of any such breach; or
- (c) To bring appropriate legal proceedings, either at law or in equity, for specific performance of the Community Documents and the Rules.

Section 21.9 – Suspension of Privileges for Non-Payment or Breach

- (a) If a Unit Owner fails to pay any Common Expense Assessment, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection (c) below, until such assessment is paid.
- (b) If a Unit Owner or occupant of the Unit breaches any provision of the Community Documents, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of

the Unit, except as provided in Subsection (c) below, for a period not to exceed the longer of thirty (30) days or until the breach is cured.

(c) The suspension of any right or privilege under this Section:

- (i) Shall not deny a Unit Owner or other occupant of a Unit access to the Unit or the Limited Common Elements appurtenant to the Unit;
- (ii) Shall not suspend a Unit Owner's right to vote or participate in meetings of the Association;
- (iii) Shall not prevent a Unit Owner from seeking election as a Director of Officer of the Association;
- (iv) Shall not permit the Association to withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person;
- (v) Shall not take effect until the Executive Board notifies the Unit Owner of its decision to suspend the use of the Common Elements; and
- (vi) Shall not apply to the Declarant in the exercise of any Special Declarant Right.

## **ARTICLE 22**

### **Insurance**

#### Section 22.1 – Coverage.

- (a) The Association shall maintain, as set forth in Sections 22.1 through 22.4, to the extent reasonably available and subject to reasonable deductibles:
  - (i) 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;
  - (ii) 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
  - (iii) 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.

- (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 (i) of Subsection (a) of this section, to the extent reasonably available, shall include the Units and all improvements and betterments installed by Unit Owners unless the Executive Board, after Notice and Comment, elects to maintain insurance coverage on less than all improvements and betterments, provided that in the event the Common Interest Community contains more than twelve (12) Units, the Executive Board shall:
- (i) Prepare and maintain a schedule of the standard fixtures, improvements and betterments in the Units, including any standard wall, floor and ceiling coverings covered by the Association's property insurance policy;
  - (ii) Provide such schedule at least annually to the Unit Owners to enable Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the Association's property insurance policy; and
  - (iii) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of the Act, as amended.
- (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 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 or her 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 or her 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 (i) 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 his or her respective last known addresses.
- (h) Duty to rebuild.
- (i) Any portion of the Common Interest Community for which insurance is required under this section that is damaged or destroyed shall be repaired or replaced promptly by the Association unless:
- (1) The Common Interest Community is terminated, in which case section 47-237 of the Act, as amended, applies;
  - (2) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
  - (3) 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.

- (ii) If the entire Common Interest Community is not repaired or replaced:
  - (1) 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.
  - (2) 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.
- (iii) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Act, 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; and
  - (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) \$25,000, adjusted from January 1, 2000, in accordance with the provision of Section 47-213 of the Act, as amended; or
  - (ii) One percent (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:
- "Knollbrook 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:

- (a) 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;
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (c) 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;

- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and
- (e) 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 his or her 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 an 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 that 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; 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.

Section 23.2 – Cost.

- (a) Except as provided in Subsections 6.5, 19.2(i), 19.2(l) and/or 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) Except as provided in Subsections 6.5 and 19.2(i), the cost of repair or replacement in excess of insurance proceeds resulting from a deductible in the property insurance coverage that 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 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 that 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 damaged or destroyed property is to be repaired or restored; and
- (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 City of Shelton 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 Comment; Notice and Hearing**

Section 24.1 – Right to Notice and Comment. Before the Executive Board amends the ByLaws or the Rules, whenever the Community Documents require that an action be taken after Notice and Comment, and at any other time the Executive Board determines it is in the interest of the Association to do so, the Association shall give Notice to the Unit Owners at least ten (10) days before the date on which the Executive Board will act. The Notice shall include:

- (a) A statement that the Executive Board is considering an amendment to the ByLaws or the Rules, or other action;
- (b) A copy of the text of the proposed amendment, addition or deletion; and
- (c) The date on which the Executive Board will act on the proposal after considering comments from the Unit Owners.

### Section 24.2 – Procedures for Notice and Hearing – Generally.

- (a) The procedures set out in this Section 24.2 shall be followed:

- (i) Whenever the Community Documents require that an action be taken after Notice and Hearing; and
  - (ii) Before the Association brings an action or institutes a proceeding against a Unit Owner other than a Declarant, except if the action is brought to prevent immediate or irreparable harm or to foreclose a lien for an assessment attributable to a Unit or fines imposed against a Unit Owner pursuant to the Documents.
- (b) The hearing must be held during a Regular or Special Meeting of Executive Board.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner and to any other parties the Association considers appropriate.
- (i) The notice shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.
  - (ii) The notice given under this Subsection 24.2(c) shall be in addition to any other notice of the meeting of the Executive Board required to be given by Association.
- (d) The notice shall include the following:
- i. The date, time and place of the hearing;
  - ii. A description of the alleged violation or the nature of the claim against the Unit Owner;
  - iii. Instructions as to how the Unit Owner can participate in the hearing and present the Unit Owner's position; and
  - iv. An explanation of the consequences of not participating in the hearing.
- (e) At the hearing, the Unit Owner shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board also may receive information from anyone else who, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within 30 days after the conclusion of the hearing.

- (g) The notice shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.

Section 24.3 – Procedures for Notice and Hearing – On the Request of a Unit Owner.

- (a) Any Unit Owner, other than the Declarant, seeking to enforce a right, grant or obligation imposed by the Act or the Community Documents against the Association or another Unit Owner, may submit a written request to the Association for a hearing. The request shall include:
- (i) A statement of the nature of the claim being made;
  - (ii) The names of the party or parties against whom the claim is being made; and
  - (iii) A reference to the provision or provisions of the Act or of the Community Documents on which the claim is based.
- (b) Not later than thirty (30) days after the Association receives such request, it shall schedule a hearing to be held during a Regular or Special Meeting of the Executive Board. The meeting must be held not more than forty-five (45) days after the Association receives the request.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner who requested the hearing, to any Unit Owner against whom a claim is being made and to any other parties the Executive Board considers appropriate.
- (i) The notice shall be sent to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested, and by regular mail;
  - (ii) The notice shall be sent to any other parties entitled to notice by regular mail; and
  - (iii) The notice given under this subsection shall be in addition to any other notice of the meeting of the Executive Board required to be given by the Community Documents or by applicable law.
- (d) The notice shall include the following:
- (i) The date, time and place of the hearing;
  - (ii) A copy of the request received by the Association under Subsection 24.3(a), above; and



- (iii) If the notice is sent to anyone other than the Unit Owner who requested the hearing, it shall also include copies of any other material submitted by the Unit Owner requesting the hearing to the Association in connection with the request.
  
- (e) At the hearing, the Unit Owner requesting the hearing and the Unit Owner, if any, against whom the claim is made shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board also may receive information from anyone else who, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
  
- (f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing.
  - (i) The notice shall be sent to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested, and by regular mail; and
  - (ii) The notice shall be sent by regular mail to any other parties given notice of the hearing under Subsection 24.3(c).

## **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, as amended.

## **ARTICLE 26 Board of Directors**

26.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the ByLaws or the Act. The Executive Board acts only pursuant to the procedures set out in the Declaration, the ByLaws, the Association's certificate of incorporation or the Act. The activities of the Association are administered by its Officers and designated agents in performing their

authorized functions. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the power to do the following:

- (a) Adopt and Amend ByLaws and Rules;
- (b) Adopt and amend budgets and special assessments and invest funds of the Association;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents and other employees, agents and independent contractors;
- (e) Institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community, subject to the limitations placed on the authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of the Act;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (h) Cause additional improvements to be made as a part of the Common Elements;
- (i) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act.
- (j) Grant easements, for any period of time, including permanent easements, and leases, licenses and concessions;
- (k) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subdivisions (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;
- (l) Impose charges or interest, or both, for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, ByLaws and Rules of the Association;

- (m) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
- (n) Provide for the indemnification of its Officers and Executive Board and maintain Directors' and Officers' liability insurance;
- (o) Subject to Subsection 47-261e(d) of the Act and Article 20 of the Declaration, assign its right to future income, including the right to receive Common Expense assessments;
- (p) Exercise any other powers conferred by the Declaration or ByLaws;
- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (s) Require, by regulation, that disputes between the Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (t) Suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:
  - (i) Deny a Unit Owner or other occupant access to the Owner's Unit or its Limited Common Elements;
  - (ii) Suspend a Unit Owner's right to vote or participate in meetings of the Association;
  - (iii) Prevent a Unit Owner from seeking election as a Director or Officer of the Association; or
  - (iv) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.
- (u) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board.

However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

- (v) By resolution, establish committees.

Section 26.2 – Executive Board Limitations.

The Executive Board may not act on behalf of the Association:

- (a) To amend this Declaration;
- (b) To terminate the Common Interest Community;
- (c) To elect Directors, but the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected; or
- (d) To determine the qualifications, powers and duties or terms of office of Directors.

**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 the other provisions of the Documents shall continue in full force and effect.


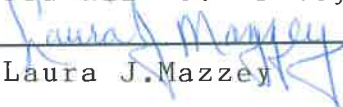
Section 28.5 – Conflict. The Documents are intended to comply with the requirements of the Act, as amended, and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the 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 Association has caused this Amended Declaration to be executed this 25 day of November, 2014.

**Signed and Delivered  
In the presence of:**

**KNOLLBROOK  
CONDOMINIUM ASSOCIATION, INC.**

  
\_\_\_\_\_  
Franklin G. Pilicy  
  
\_\_\_\_\_  
Laura J. Mazzeo

By:   
\_\_\_\_\_  
Harry Tutunjian  
Its President

STATE OF CONNECTICUT )  
  )  
COUNTY OF FAIRFIELD )

ss: Shelton

November 25, 2014

On the 25 day of November, 2014, before me, personally appeared Harry Tutunjian, President of Knollbrook Condominium Association, Inc., a corporation, Signer and Sealer of the foregoing Instrument and acknowledged the same to be free act and deed as such President and the free act and deed of said corporation, before me.

  
\_\_\_\_\_  
Commissioner of the Superior Court  
Franklin G. Pilicy



**Description of Land**

A certain piece or parcel of land, containing 12.2543 acres of land together with the buildings and improvements thereon, situated in the City of Shelton, County of Fairfield and State of Connecticut as shown on a certain map entitled "(Phase One) Condominium Declaration, 'Knollbrook Condominium', Located on Old Bridgeport Avenue, Shelton, Connecticut, Prepared for MNW Associates, Inc., Scale 1"= 40' Date July 1, 1987, and prepared by J&D Kasper & Associates and certified to be substantially corrected by Philip L. Tiso, and more particularly bounded and described as follows:

Commencing at a point, said point being located at the northeast corner of land now or formerly of Mario D'Addario, on the northwesterly line of old Bridgeport Avenue,

Thence northwesterly and southwesterly,  
Bounded by land now or formerly of said Mario D'addario, the following thirteen (13) courses;

N-67-28-05-W, 245.00 feet  
A curve to the left having a radius of 493.00 feet and a length of 58.44 feet,  
S-44-11-34-W, 37.86 feet and  
S-14-11-22-W, 32.79 feet  
S-14-11-22-W, 34.02 feet  
S-21-34-42-W, 40.41 feet  
S-04-34-14-W, 6.14 feet  
S-36-51-10-W, 42.81 feet  
S-32-55-15-W, 95.95 feet  
S-36-03-46-W, 82.81 feet  
S-34-07-25-W, 57.08 feet  
S-15-19-32-W, 146.17 feet and  
S-18-33-33-W, 101.80 feet to a point,

Thence northwesterly,  
Bounded southwesterly by land nor or formerly of Beechwood Road Enterprises and land now or formerly of Country Place Associated, each in part, the following ten (10) courses;

N-79-28-12-W, 32.14 feet  
N-81-34-50-W, 36.45 feet  
N-78-39-17-W, 71.03 feet  
N-79-59-14-W, 67.81 feet  
N-79-20-25-W, 117.01 feet  
N-80-32-10-W, 81.27 feet  
N-73-18-11-W, 80.30 feet  
N-68-54-05-W, 125.55 feet  
N-88-34-45-W, 73.24 feet and  
N-69-36-11-W, 37.44 feet to a point,

Thence northeasterly,

Bounded northwesterly by land now or formerly of The Sunwood Condominium, the following thirty (30) courses;

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N-16-48-56-E, 29.52 feet  
N-46-37-21-E, 16.91 feet  
N-23-06-36-E, 25.31 feet  
N-02-57-38-E, 24.80 feet  
N-23-00-51-E, 46.64 feet  
N-22-02-26-E, 35.38 feet  
N-53-28-15-E, 18.64 feet  
N-12-51-50-W, 9.01 feet  
N-46-51-30-E, 8.57 feet  
N-09-02-46-E, 36.25 feet  
N-04-44-07-W, 11.58 feet  
N-17-45-51-E, 49.33 feet  
N-04-09-05-E, 17.28 feet  
N-11-33-30-E, 42.26 feet  
N-20-20-46-E, 37.65 feet  
N-13-54-20-E, 14.36 feet  
N-00-14-59-E, 6.43 feet  
N-40-08-06-E, 22.02 feet  
N-17-48-16-W, 6.06 feet  
N-44-00-13-E, 31.76 feet  
N-80-57-52-E, 2.98 feet  
N-53-03-55-E, 25.60 feet  
N-17-49-13-E, 44.11 feet  
N-21-07-19-E, 84.18 feet  
N-41-28-E, 13.11 feet  
N-02-28-46-E, 39.32 feet  
S-71-11-40-E, 4.35 feet  
N-15-48-38-E, 10.04 feet  
N-01-11-59-W, 14.28 feet and  
N-11-02-59-E, 25.44 feet to a point,

Thence southeasterly,

Bounded northeasterly by land now or formerly of The Sunwood Condominium, the following ten (10) courses;

S-78-33-16-E, 106.55 feet  
S-73-19-46-E, 53.12 feet  
S-77-4117-E, 70.01 feet  
S-70-12-50-E, 149.01 feet

S-68-51-48-E, 55.59 feet  
S-76-32-42-E, 68.81 feet  
S-73-53-11-E, 106.06 feet

N-89-27-58-E, 44.84 feet  
S-87-36-11-E, 33.23 feet  
S-84-42-54-E. 38.39 feet to a point,

Thence southeasterly and southwesterly,  
Bounded by land now or formerly of MNW Associates, Inc. the following three (3)  
courses;

S-75-48-38-E, 14.74 feet  
A curve to the right having a radius of 100.00 feet and a length of 91.89 feet and S-67-  
28-05-E. 264.00 feet to a point.

Thence southwesterly,  
Bounded southeasterly by old Bridgeport Avenue, following a curve to the left having a  
radius of 1650.00 feet, a length of 51.43 feet to a point and place of commencement.

Together with and reserving unto the Declarant, its successors and assigns, slope right  
in and to that portion of the premises which lies between the line entitled "Slop Limit  
Line per Map Ref. No. 2" on said map and the boundary line of said premises  
particularly in the area of the entry road.

Together with and reserving also unto the Declarant, its successors and assigns, an  
easement to run with the land for drainage purposes in, over, through and upon then  
rectangular portion of said premises outlined on said map and designated "Drainage  
Easement Retained by Knollbrook Associated Per Map Reference No.2."

Together with and reserving also unto the Declarant, its successors and assigns, a  
temporary easement for overhead electric and telephone lines servicing the "Existing  
House to be Removed" as shown on said map. Said temporary easement is referred to  
as "Temporary Easement for Electrical and Telephone Line, See Map Ref No. 2."

Together with and reserving unto the Declarant, its successors and assigns, an  
easement to run with the land for drainage purposes in, over, through and upon that  
portion of other land of Grantor north of the entry road as shown on said map, shown  
and designated as "Proposed Storm Drainage Easement to be Granted to Knollbrook  
Condominium Association, Inc." as shown on said map. Said easement shall be used  
by the Declarant, its successors and assigns in common with Mario D'Addario, his  
successors and assigns, and shall be maintained by the Declarant, its successor and  
assigns.

Together with and reserving also unto the Declarant, its successors and assigns, an  
easement to run with the land for sanitary sewers shown and designated as "Proposed  
Sanitary Sewer Easement to be Granted to Knollbrook Condominium Association, Inc."  
on said map. Said easement shall be maintained by the Declarant, its successors and  
assigns.

Said premises are declared subject to:

1. Andy and all provisions of any municipal ordinance or regulation, any federal, state, or local, public or private law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.
2. Taxes of the City of Shelton, including taxes resulting from the issuance of a Certificate of Occupancy for any Unit, which become due and payable after the date of delivery of the Unit deed.
3. Public improvement assessments and any unpaid installments thereof due to the City of Shelton.
4. Riparian and littoral rights of others in and to any brook, stream or body of water which passes through the premises.
5. A right to drain water as set forth in a Quit Claim Deed from MNW Associates, Inc. to Mario D'Addario dated April 9, 1987 and recorded in Volume 740, Page 201 of the Shelton Land Records.
6. An agreement between Mario D'Addario and Monty Blakeman, Douglas J. Nolan and MNW Associates, Inc., dated February 22, 1987 and recorded in Volume 740, Page 203 of the Shelton Land Records.
7. Notes and conditions as shown on a map entitled "Subdivision Map of Property Located on Old Bridgeport Avenue, Shelton, Conn. Prepared for MNW Associates, Inc. "Scale: 1"= 50', Date: February 26, 1987, certified substantially correct by Philip L. Tiso, L.S. of J&D Kasper & Associates, and on file in the Shelton Town Clerk's Office as Map No. 2341.
8. Such other easements for utilities that may be necessary to be installed for the purpose of servicing the units to be constructed and any other common elements.
9. A Gas Distribution Easement given by MNW Associated, Inc. in favor of The Connecticut Light & Power Company, dates September 3, 1987 and recorded in Volume 783, page 292 of the Shelton Land Records.
10. A utility easement given by MNW Associates, Inc. in favor of The Unites Illuminating Company and The Southern New England Telephone Company dates August 18, 1987 and recorded in Volume 784 Page 267 of the Shelton Land Records
11. An easement to run with the land for driveway purposes for access and egress Parcel A as shown on the subdivision map referred to in No.9 above to Old Bridgeport Avenue. The easement area is shown on the Survey (Schedule A-3) and is designated "Proposed Easement Area to be Granted in Favor of MNW Associates. Sanitary and Storm Drainage in Easement are Existing On said Survey." The easement area may be used by Knollbrook and the owners of said Parcel A in common in perpetuity. Said easement shall be maintained by Knollbrook, its successors and assigns, as recorded on January 22, 1988 in Volume 813, Page 11 of the Shelton Land Records.
12. A Conversation Easement given by M.N.W. Associates, Inc. in favor of the City of Shelton dated January 15, 1988 and recorded in Volume 811Page 156 of the Shelton Land Records.

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**SCHEDULE A-2  
TABLE OF INTEREST**

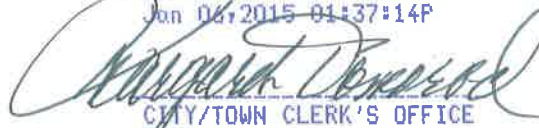
<u>Bldg.No.</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Fractional Share of Common Elements And Common Unit Type Expenses</u>	<u>Vote in the Affairs of Association</u>
1	10	11	1/71th	1
1	11	2	1/71th	1
1	12	2	1/71th	1
2	77	5	1/71th	1
2	78	5R	1/71th	1
2	79	1	1/71th	1
2	80	10	1/71th	1
3	72	1R	1/71th	1
3	73	2	1/71th	1
3	74	2R	1/71th	1
3	75	1	1/71th	1
3	76	N/A	1/71th	1
5	37	5R	1/71th	1
5	38	5	1/71th	1
5	39	1R	1/71th	1
5	40	3	1/71th	1
6	41	1	1/71th	1
6	42	5R	1/71th	1
6	43	5	1/71th	1
6	44	1R	1/71th	1
7	45	5R	1/71th	1
7	46	5	1/71th	1
7	47	1R	1/71th	1
7	48	3	1/71th	1
7	49	5R	1/71th	1
7	50	5	1/71th	1



<u>Bldg.No.</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Fractional Share of Common Elements And Common Unit Type Expenses</u>	<u>Vote in the Affairs of Association</u>
8	51	8	1/71th	1
8	52	1	1/71th	1
8	53	5R	1/71th	1
8	54	5	1/71th	1
8	55	1R	1/71th	1
9	56	1	1/71th	1
9	57	5R	1/71th	1
9	58	5	1/71th	1
9	59	1	1/71th	1
9	60	5	1/71th	1
10	61	7	1/71th	1
10	62	1	1/71th	1
10	63	5	1/71th	1
10	64	5R	1/71th	1
10	65	1	1/71th	1
10	66	5R	1/71th	1
11	67	1R	1/71th	1
11	68	5	1/71th	1
11	69	5R	1/71th	1
11	70	1	1/71th	1
11	71	7R	1/71th	1
4	27	13	1/71th	1
4	28	12	1/71th	1
4	29	11	1/71th	1
4	30	2	1/71th	1
4	31	2	1/71th	1
4	32	11	1/71th	1
13	22	11	1/71th	1
13	23	15	1/71th	1
13	24	15	1/71th	1

<u>Bldg.No.</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Fractional Share of Common Elements And Common Unit Type Expenses</u>	<u>Vote in the Affairs of Association</u>
13	25	11	1/71th	1
13	26	14	1/71th	1
14	18	11	1/71th	1
14	19	15	1/71th	1
14	20	15	1/71th	1
14	21	11	1/71th	1
15	13	16	1/71TH	1
15	14	11	1/71TH	1
15	15	15	1/71TH	1
15	16	15	1/71TH	1
15	17	11	1/71TH	1
12	33	11	1/71TH	1
12	34	15	1/71TH	1
12	35	15	1/71TH	1
12	36	11	1/71TH	1

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CITY/TOWN CLERK'S OFFICE  
SHELTON, CT

**AMENDED BYLAWS**  
**OF**  
**KNOLLBROOK CONDOMINIUM**

**ARTICLE 1**  
**Introduction**

Section 1.1 – Identification. These are the Amended ByLaws of Knollbrook Condominium Association, Inc. (“Association”), a nonstock corporation established and existing under the Connecticut Revised Nonstock Corporation Act, Chapter 602, of the Connecticut General Statutes, as amended (the “Nonstock Corporation Act”), which is the association of Unit Owners of Knollbrook Condominium (the “Common Interest Community”) established pursuant to the Connecticut Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, as amended (the “Act”).

Section 1.2 – Effect of Declaration. The terms and provisions of these ByLaws are subject to the terms, provisions, conditions and authorizations of the Declaration establishing the Common Interest Community, as the same may be amended. The definitions of words used in these ByLaws that are not defined in these ByLaws and that are defined in the Declaration shall apply to such words in these ByLaws. In case of conflict, the definition in the Declaration shall control.

Section 1.3 – Subject to the Documents. All present and future owners, mortgagees, lessees and occupants of the Units and their employees, and any other persons who use the facilities or the Property in any manner, are subject to these ByLaws, the Declaration and the Rules, except as otherwise provided in the ByLaws and Declaration.

The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these ByLaws and the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted and ratified and will be complied with.

**ARTICLE 2**  
**Board of Directors**

Section 2.1 – Number and Qualifications.

- (a) The affairs of the Association shall be governed by an Executive Board consisting of five (5) persons, all of whom shall be Unit Owners or the spouse of a Unit Owner. It being understood that should any Unit be owned by more than one (1) person, only one (1) person having an ownership interest in the Unit may be eligible for election to the Board of Directors. For the purpose of determining qualification to be a Director, a “Unit Owner” is, in the case of a Unit owned by a corporation, partnership, limited liability company, trust or other legal entity, any officer, partner, member, manager, trustee or employee of that entity, as designated in writing by the entity.

- (b) The members of the Executive Board shall be elected by the Unit Owners for terms of two (2) years.
- (c) At any meeting at which Board Members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections not inconsistent with the Act, the Declaration, these ByLaws or the Nonstock Corporation Act.
- (d) Directors shall take office upon their election. The terms of at least two (2) of the members of the Board of Directors shall expire annually, as established in a resolution of the members setting terms. Despite the expiration of a Director's term, the incumbent Director continues to serve until such Director's successor is elected and qualifies or the number of directorships is decreased.
- (e) The Board of Directors shall elect the officers. The Board of Directors Members and Officers shall take office upon election.
- (f) For purposes of electing Board Members, the Association shall call and give not fewer than ten (10) nor more than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.
- (g) As provided in Section 47-245(j) of the Act, no person shall provide or offer to any Executive Board member or a person seeking election as an Executive Board member, and no Executive Board member or person seeking election as an Executive Board member shall accept, any item of value based on any understanding that the vote, official action or judgment of such member or person seeking election would be, or has been, influenced thereby.

Section 2.2 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the ByLaws or the Act. The Executive Board acts only pursuant to the procedures set out in the Declaration, the ByLaws, the Association's certificate of incorporation or the Act. The activities of the Association are administered by its officers and designated agents in performing their authorized functions. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the power to do the following:

- (a) Adopt and amend ByLaws and Rules;
- (b) Adopt and amend budgets and special assessments and invest funds of the Association;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents and other employees, agents and independent contractors;

- (e) Institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community, subject to the limitations placed on the authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of the Act;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (h) Cause additional improvements to be made as a part of the Common Elements;
- (i) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act.
- (j) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (k) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subdivisions (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;
- (l) Impose charges or interest, or both, for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, ByLaws and Rules of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
- (n) Provide for the indemnification of its Officers and Executive Board and maintain Directors' and Officers' liability insurance;
- (o) Subject to the Declaration and Subsection 47-261e(d) of the Act, assign its right to future income, including the right to receive Common Expense assessments;
- (p) Exercise any other powers conferred by the Declaration or ByLaws;



- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (s) Require, by regulation, that disputes between the Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (t) Suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:
  - (i) Deny a Unit Owner or other occupant access to the Owner's Unit or its Limited Common Elements;
  - (ii) Suspend a Unit Owner's right to vote or participate in meetings of the Association;
  - (iii) Prevent a Unit Owner from seeking election as a Director or Officer of the Association;
  - (iv) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person; and
  - (v) Enforcement under this Subsection (t) shall not take effect until the Executive Board notifies the Unit Owner of its decision to suspend the use of the Common Elements.
- (u) By resolution, establish committees of Directors, pursuant to the provisions of Article 3, below.
- (v) Establish a written collection policy for all sums owed the Association in accordance with the provisions of Section 47-258 of the Act, as amended. A copy of the collection policy shall be available to all Unit Owners on request.
- (w) Adopt and enforce Maintenance Standards for Units.
- (x) Provide notice to Unit Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of rules, recovery of unpaid assessments or other sums due the Association, or defense of the Association's lien on a unit in a foreclosure action commenced by a third party.

- (y) If a Tenant of a Unit Owner violates the Declaration, ByLaws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:
  - (i) Exercise directly against the Tenant the powers described in Subdivision (l) of this Section 2.2;
  - (ii) After giving notice to the Tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the Tenant or Unit Owner, or both, for the violation;
  - (iii) Enforce any other rights against the Tenant for the violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Connecticut General Statutes Chapter 832; and
  - (iv) The rights referred to in Subdivision (iii) of Subsection (y) of this section may be exercised only if the Tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the Tenant and Unit Owner of that violation.
  
- (z) Unless a lease otherwise provides, this section does not:
  - (i) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
  - (ii) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, ByLaws or Rules and Regulations.
  
- (aa) Determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Declaration, ByLaws and Rules and Regulations, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Executive Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:
  - (i) The Association's legal position does not justify taking any or further enforcement action;
  - (ii) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law;
  - (iii) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

- (iv) It is not in the Association's best interests to pursue an enforcement action.
- (bb) The Executive Board's decision under Subsection (aa) of this section not to pursue enforcement under one set of circumstances does not prevent the Executive Board from taking enforcement action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

### Section 2.3 – Executive Board Limitations.

The Executive Board may not act on behalf of the Association:

- (a) To amend the Declaration;
- (b) To terminate the Common Interest Community;
- (c) To elect Directors; however, the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected; or
- (d) To determine the qualifications, powers and duties or terms of office of Directors.

Section 2.4 – Manager. The Executive Board may employ a Manager for the Association, at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the Manager only the following powers granted to the Executive Board by these ByLaws:

- (a) Collect assessments from Unit Owners, including, but not limited to, common expense assessments, special assessments, fines, interest, other fees and/or late fees.
- (b) Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Executive Board and/or to fulfill the requirements of the budget.
- (c) Impose reasonable charges for the preparation of resale certificated pursuant to the Act.
- (d) Impose reasonable charges for copying and inspecting of Association documents by Unit Owners pursuant to the Act.
- (e) Perform other duties to assist the Board of Directors with the general powers and duties of the Board of Directors set forth in the Act but may not take any independent action with respect to such matters.

Section 2.5 – Standard of Care. The Executive Board shall exercise the degree of care and loyalty to the Association required of an officer or director of a corporation

organized under the Nonstock Corporation Act. In addition, and without limiting other provisions of law that apply to Directors, the provisions of Section 33-1127 et seq. of the Nonstock Corporation Act, relating to director's conflicting interest transactions, are applicable to all Directors.

Section 2.6 – Personal Action Required of Directors. Directors may not attend meetings of Directors or otherwise act in their capacity as a Director through a power of attorney, proxy or other delegation of authority. Nor may a Director or the Executive Board designate one or more Alternates to act in the place of an absent Director. The position of Director is one of personal trust that requires personal action by the individual holding that position.

Section 2.7 – Removal of Members of the Board of Directors.

- (a) The Unit Owners present in person or by proxy at a meeting at which a quorum is present, or voting by ballot as provided in these ByLaws and the Act, may remove any member of the Executive Board, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that the Unit Owners may not consider whether to remove a member of the Executive Board at a meeting of Unit Owners unless that subject was listed in the notice of the meeting or in the notice of vote by ballot.
- (b) At any meeting at which there is scheduled to be a vote to remove a member of the Executive Board, the member being considered for removal must have a reasonable opportunity to speak before the vote is taken. If the vote is taken by ballot, the member being considered for removal shall be given a reasonable opportunity to deliver information to the Unit Owners as provided in the provisions of the Act and these ByLaws relating to votes by ballot.

Section 2.8 – Vacancies. Vacancies in the Executive Board may be filled as follows:

- (a) If the vacancy occurs when all Directors are elected by Unit Owners, then:
  - (i) If the vacancy was not created by the removal of the Director by the Unit Owners, the vacancy may be filled by vote of a majority of the remaining directors at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each Director so elected or appointed by the Executive Board shall be a Director for the unexpired term of the directorship being filled or, if earlier, until the next regularly scheduled meeting at which Directors are elected, at which time the Unit Owners shall elect a Director to serve the remainder of the term, if any.
  - (ii) If the vacancy was created by the removal of a Director by the Unit Owners, then the vacancy shall be filled by vote of the Unit Owners. Such

vote may be taken at the meeting at which the Director is removed, or by the same ballot by which the Director was removed, or a subsequent ballot vote, or at a Special or Annual Meeting of Unit Owners following the creation of the vacancy.

- (b) Each person so elected or appointed by the Executive Board pursuant to Section 2.8 (a), above, shall be a Director for the unexpired term of the directorship being filled or, if earlier, until the next regularly scheduled meeting at which Directors are elected, at which time the Unit Owners shall elect a Director to serve the remainder of the term, if any. Each person so elected by Unit Owners shall serve the unexpired portion of the term of the Director being replaced.

#### Section 2.9 – Executive Board Meetings.

- (a) First Meeting After Unit Owners Annual Meeting. The first regular meeting of the Executive Board following each Annual Meeting of the Unit Owners shall be the organizational meeting held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board or members of it shall have been elected, or, if no time and place is so fixed by the Unit Owners, then as determined by the President of the Association.
- (b) Regular Meetings. The Executive Board may set a schedule of regular meetings by resolution. The schedule of Executive Board meetings shall be given to Unit Owners. Notwithstanding any actions taken by the Executive Board by unanimous consent, there shall be at least two regular meetings of the Executive Board each year.
- (c) Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors.

#### Section 2.10 – Open Meetings.

- (a) Except during Executive Sessions, all meetings of the Executive Board or any committee established by the Executive Board that is designated to act for the Executive Board in the exercise any of the powers of the Executive Board under the Declaration shall be open to all Unit Owners and to a representative designated by a Unit Owner.
- (b) At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Common Interest Community and the Association.
- (c) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board may adopt reasonable rules and procedures for the conduct of the comment period, including limitations on the length of the comment period and the length of individual comments.
- (d) Nothing in this Section shall permit Unit Owners who are not members of the Executive Board from participating in the conduct of Executive Board meetings



outside any comment period or other opportunities for comment and input established by the Executive Board.

- (e) A gathering of Executive Board members at which the Executive Board members do not conduct Association business is not a meeting of the Executive Board. The Executive Board and its members may not use incidental or social gatherings of Executive Board members or any other method to evade the open-meeting requirements of this Section.

Section 2.11– Executive Sessions. The Executive Board and those committees established by the Executive Board that are designated to act for the Executive Board in the exercise any of the powers of the Executive Board under the Declaration may hold an Executive Session only during a regular or special meeting of the Executive Board or such committee. No final vote or action may be taken during an Executive Session. An Executive Session may be held only to:

- (a) Consult with the Association’s attorney concerning legal matters;
- (b) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- (c) Discuss labor or personnel matters;
- (d) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- (e) Prevent public knowledge of the matter to be discussed if the Executive Board or committee determines that public knowledge would violate the privacy of any person.

Section 2.12 – Location of Meetings. All meetings of the Executive Board shall be held at the Common Interest Community, in the town in which the Common Interest Community is located, in a neighboring town or at some other suitable place that is reasonably convenient to the Common Interest Community.

Section 2.13 – Notices of Meetings.

- (a) Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the Secretary shall give notice of each Executive Board meeting to each Executive Board Member and to the Unit Owners. The notice shall be given at least five (5) days before the meeting and shall state the time, date, place and agenda of the meeting, except that notice of a meeting to adopt, amend or repeal a Rule is governed by the Declaration and the ByLaws, and notice of an Executive Board meeting to adopt, amend or repeal any ByLaw is governed by the ByLaws. If notice of the meeting is included in a schedule given to the Unit Owners, the Secretary or other Officer specified in the ByLaws shall make available an agenda for such meeting to each Board Member and to the Unit Owners not later than forty-eight (48) hours prior to the meeting.

- (b) Special meetings of the Executive Board to deal with an emergency situation that requires consideration or action by the Executive Board sooner than could be accommodated if the notice requirements of Subsection (a) had to be observed may be called by the President or a majority of the Directors on such notice as the authority calling the meeting deems appropriate in the circumstances. Notice of matters considered and actions taken, if any, at the meeting shall be provided to the Unit Owners.
- (c) If any materials are distributed to the Executive Board before the meeting, the Executive Board at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Executive Board need not make available copies of materials that are to be considered in Executive Session.

Section 2.14 – Waiver of Notice. Any Director may waive notice of any meeting. The waiver must be in writing, signed by the Director and filed with the minutes of the meeting. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice unless the Director, at the beginning of the meeting, or promptly after his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Neither a Director nor the Executive Board may waive the notice of Executive Board meetings that is required to be provided to Unit Owners.

Section 2.15 – Meetings by Telephonic, Video or Other Conferencing Process. The Executive Board may meet by telephonic, video or other conferencing process if:

- (a) The meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and
- (b) The process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments regarding any matter affecting the Common Interest Community and the Association to the same extent as at in-person Executive Board meetings.

Section 2.16 – Quorum and Voting.

- (a) A quorum of the Executive Board for the taking of any action by the Executive Board at any meeting is present only if a majority of the members of the Executive Board is present at the time a vote regarding the action is taken.
- (b) Each Director shall have one equal vote on matters voted on by the Executive Board or Special Board Committee of the Executive Board that is authorized to act on behalf of the Executive Board.
- (c) If a quorum is present at any meeting of the Executive Board when a vote is taken, the affirmative vote of a majority of the members of the Executive Board present at the time of the vote is the act of the Executive Board, unless the Declaration or other provisions of these ByLaws requires a greater vote.

- (d) Unless the Executive Board is meeting by telephonic, video or other conferencing process, some, but not all, of the Directors, may participate in a regular or special meeting by, or to conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.
- (e) The minutes of all Executive Board meetings shall contain a record of how each Board Member cast his or her vote on any final action proposed to be taken by the Executive Board, unless such action was approved either by unanimous consent of the Board Members or without objection by any Board Member.

Section 2.17 – Action by Unanimous Consent. Instead of meeting, the Executive Board may act by Unanimous Consent as documented in a record authenticated by all its members. The Secretary promptly shall give notice to all Unit Owners of any action taken by Unanimous Consent.

Section 2.18 – Limitation on Challenges. Even if an action by the Executive Board is not in compliance with the requirements of Section 47–250 of the Act, it is valid unless set aside by a court. A challenge to the validity of an action of the Executive Board for failure to comply with said Section 47–250 may not be brought more than sixty (60) days after the minutes of the Executive Board meeting at which the action was taken are approved or the record of that action is distributed to Unit Owners, whichever is later.

Section 2.19 – Compensation. Directors may not receive fees from the Association for acting as a Director or Officer of the Association. A Director may be reimbursed for necessary expenses actually incurred in connection with such Director's duties, as approved by the Executive Board.

Section 2.20 – Recording Board Votes. The Minutes of all Executive Board meeting shall contain a record of how each Board Member cast his or her vote on any final action proposed to be taken by the Executive Board, unless such action was approved either by unanimous consent of the Board Members or without objection by any Board Member.

**ARTICLE 3**  
[Reserved]

**ARTICLE 4**  
**Unit Owners**

Section 4.1 – Annual Meeting. Annual Meetings of Unit Owners shall be held each year as the Executive Board may determine. At such meeting, the Directors shall be elected by plurality of the votes cast by the Unit Owners. Only matters described in the meeting notice of the Annual Meeting may be considered at the Annual Meeting.

Section 4.2 – Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 4.3 – Special Meetings. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board or if Unit Owners having at least twenty percent (20%) of the Votes in the Association request the Secretary to call a meeting. If the Association does not notify Unit Owners of a special meeting within fifteen (15) days after the requisite number or percentage of Unit Owners request the Secretary to do so, the requesting Unit Owners may directly notify the Unit Owners of the meeting. Only matters described in the meeting notice of the Special Meeting may be considered at a Special Meeting.

Section 4.4 – Place of Meetings. Meetings of the Unit Owners shall be held at a suitable place at the location designated by the party calling the meeting, which location shall be at the Common Interest Community, in the City in which the Common Interest Community is located, in a neighboring town or at such other suitable place that is reasonably convenient to the Unit Owners, each as may be designated by the party calling the meeting.

Section 4.5 – Meetings by Telephonic, Video or Other Conferencing Process. If the Executive Board determines that a meeting of Unit Owners can be held effectively by telephonic, video or other conferencing process, then the Executive Board may allow Unit Owner meetings to be held by telephonic, video or other conferencing process as specified and in accordance with an authorizing resolution adopted by the Executive Board, if (x) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and (y) the process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments regarding any matter affecting the Common Interest Community and the Association.

Section 4.6 – Notice of Meetings. The Secretary or other Officer specified in the ByLaws shall notify the Unit Owners of the time, date and place of each Annual or Special Meeting of the Unit Owners not fewer than ten (10) nor more than sixty (60) days before the meeting date. The notice of any meeting of Unit Owners shall state the time, date and place of the meeting and the items on the agenda, including, if applicable,

- (a) A statement of the general nature of any proposed amendment to the Declaration, including the proposed text of the proposed amendment and the text of any provision proposed to be removed;
- (b) A statement of the general nature of any proposed amendment to the ByLaws, including the text of any proposed amendment and the text of any provision proposed to be removed;
- (c) Any budget changes; and



- (d) Any proposal to remove any Director.

In addition, the notice shall contain specific notice of a proposed action if the Act, the Declaration or the ByLaws requires specific notice of such proposed action. Only matters described in the notice of the meeting may be considered at that meeting.

Examples of Special Notice Provisions pursuant to the Act include:

- (a) Subsection 47-250(b)(5) – Notice to Unit Owners of date, time, place and agenda of non-scheduled or non-emergency Executive Board Meetings.
- (b) Subsection 47-250(b)(7)(A) – Information about Unit Owner participation where Executive Board meets by telephonic, video or other conferencing process Subsections 47-261b(a)(1) and text of a Rule that is proposed to be repealed, amended or adopted and date of expected Executive Board action on the adoption, amendment or repeal of a Rule.
- (c) Subsections 47-261d(a)(3) – Notice of intent of proposal to remove a member of the Executive Board or Officer.
- (d) Subsection 47-261e(a) – Summary of budget, statement of reserves and basis for calculation and funding of reserves for a meeting of Unit Owners to consider approval of periodic budget.
- (e) Subsection 47-261e(b) – Summary of proposed special assessment to be presented to Unit Owners for approval.

#### Section 4.7 – Waiver of Notice.

- (a) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.
- (b) Attendance by a Unit Owner at any meeting of the Unit Owners:
  - (i) Shall constitute a waiver of notice unless the Unit Owner at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and
  - (ii) Shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

Section 4.8 – Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, even if those present do not constitute a quorum, either in person or by proxy, may adjourn the meeting to another time.



Section 4.9 – Opportunity for Unit Owner Comment.

- (a) At each meeting of Unit Owners, the Unit Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Common Interest Community and the Association.
- (b) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board may adopt reasonable rules and procedures for the conduct of the comment period, including limitations on the length of the comment period and the length of individual comments.

Section 4.10 – Order of Business. Except as otherwise provided in the notice of the meeting or determined by vote of the Unit Owners present at the meeting, the order of business at all meetings of the Unit Owners shall be as follows, as applicable and appropriate:

1. Roll call (or check-in procedure).
2. Proof of notice of meeting.
3. Consideration and approval of minutes of preceding meeting.
4. Reports, as applicable, and as determined by the Executive Board or the Property Manager, the President, other Officers, Special Board Committees, if any, and Advisory Committees, if any.
5. Establish number of memberships of the Executive Board (if applicable).
6. Election of inspectors of election (when required).
7. Election of Directors (when required).
8. Consideration of ratification of Budget (if required).
9. Consideration of ratification of Special Assessment (when applicable)
10. Unfinished business (as included in the notice of the meeting).
11. New business (as included in the notice of the meeting).
12. Unit Owner comment.

Section 4.11 – Moderator of Meetings.

- (a) The President shall preside at each meeting of Unit Owners unless, in light of the nature of the proceeding or the nature of the agenda items, the Executive Board or the President designates another person to act as chairperson and preside at the meeting for all or a portion of the meeting, as specified by the Executive Board or the chair of the meeting, as the case may be.

- (b) It may, from time to time, be necessary or appropriate for the President of the Association, as its chief executive officer, or for another Officer chairing a meeting to participate in the debate on a topic at an Association meeting, something that the individual chairing a meeting may not do. In such case, the person chairing the meeting may relinquish the chair to participate in the debate, and the Unit Owners may select a moderator to chair the meeting. If the person chairing a meeting relinquishes the chair to participate in the debate on an issue, such person may not resume chairing the meeting until the debate and, if applicable, vote on the issue has concluded.
- (c) The chairperson selected by the Unit Owners need not be a Unit Owner, Director or Officer.

Section 4.12 – Voting – Generally.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, in person or by proxy, that owner is entitled to cast all the Votes allocated to that Unit. If more than one of the owners of the Unit is present, in person or by proxy, the Votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners. There is majority agreement if any one of the owners casts the Votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) If a Unit is owned by a corporation, partnership, limited liability company, trust or other legal entity, the natural person designated in a record provided to the Association to participate and vote on behalf of the entity at meetings and in other votes of Unit Owners conducted by the Association may so participate and vote. In the absence of such a designation, the following may participate and vote at meetings and other votes of Unit Owners conducted by the Association: any officer of a corporation, any general partner of a partnership, any manager of a manager-managed limited liability partnership, any member of a member-managed limited liability company or any trustee of a trust. The moderator of the meeting may require reasonable evidence that the person voting on behalf of a legal entity that owns a Unit is qualified to vote.
- (c) Votes allocated to a Unit owned by the Association shall be cast in any vote of the Unit Owners in the same proportion as the Votes cast on the matter by Unit Owners other than the Association.
- (d) In the case of amendments to the Declaration or agreements to the assignment of the Association's rights to future income, Unit Owners also may indicate their assent by written agreement.

Section 4.13 – Voting – Proxies. The following requirements apply to proxy voting:

- (a) Votes allocated to a Unit may be cast at a meeting of Unit Owners pursuant to a directed or undirected proxy duly executed by the Unit Owner of the Unit. The proxy may be given to any individual, whether or not a Unit Owner, or to

the holder of an office in the Association, such as the President or the Secretary. A proxy may not be given to the Executive Board as a body, but a proxy may be given to an individual who is a member of the Executive Board.

- (b) The Association may provide a proxy form to any Unit Owner who seeks to vote pursuant to a directed or undirected proxy. If the Association provides a proxy form, the proxy form (A) shall include a blank space reserved for the insertion of the name of the proxy holder, and (B) may include the name of a person designated by the Association to be the default proxy holder, who shall be authorized to exercise the proxy in the event the Unit Owner fails to otherwise specify the name of the proxy holder subject to the limitations set forth in this subsection.
- (c) If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owner(s) of the Unit through a duly executed proxy.
- (d) A Unit Owner may revoke a proxy only by actual notice of revocation to the person presiding over the meeting of the Association.
- (e) A proxy is void if it is not dated or purports to be revocable without notice.
- (f) A proxy terminates one (1) year after its date, unless it specifies a shorter term.
- (g) A person may not cast more than fifteen percent (15%) of the Votes in the Association pursuant to undirected proxies. A proxy that directs the proxy holder to vote in a certain way on one or more matters, even if it gives no direction to the proxy holder on other matters, shall not, for the purposes of this subsection, be considered an undirected proxy.

Section 4.14 – Conduct of Vote of Unit Owners Without Meeting. Except to the extent prohibited or limited by the Declaration or these ByLaws, the Executive Board, and only the Executive Board, may, by resolution, determine to hold a vote of the Unit Owners without a meeting. In that event, the following requirements apply:

- (a) The Association shall notify the Unit Owners that the vote will be taken by ballot;
- (b) The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter;
- (c) The ballot must set forth each proposed action to be voted on or office to be filled and provide an opportunity to vote for or against the action or the candidate for office;
- (d) When the Association delivers the ballots, it shall also:
  - (i) Indicate the number of responses needed to meet the quorum requirements;
  - (ii) State the percentage of votes necessary to approve each matter other than election of Directors;

- (iii) Specify the time and date by which the ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and
  - (iv) Describe the time, date and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.
- (e) Except as otherwise provided in the Declaration or these ByLaws, a ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person who cast that vote;
- (f) Approval by ballot without meeting is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action;
- (g) The resolution of the Executive Board for a vote of Unit Owners without meeting may (A) require that the vote be by secret ballot in accordance with procedures specified by the Executive Board in its resolution and (B) specify such other procedural and logistical details of the balloting procedure that are not inconsistent with, or contrary to, the applicable requirements of the Act and the ByLaws as the Executive Board deems appropriate. The Executive Board may engage the services of a third-party vendor to conduct the vote by ballot.

Section 4.15 – Quorum. Except as otherwise provided in these ByLaws, the Unit Owners present in person or by proxy, representing at least twenty percent (20%) at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 4.16 – Requisite Vote. A majority of the votes cast at a meeting at which a quorum is present, or in the case of a vote by ballot without meeting, a majority of the votes cast, is the decision of the Unit Owners for all purposes, except where a higher percentage vote is required in the Act or other law, the Declaration or these ByLaws.

Section 4.17 – Action by Agreement. Where the Act requires the vote or agreement of the Unit Owners to a specific action, a Unit Owner may agree to the action in a written agreement or other record delivered to the Association that is signed or otherwise authenticated by the Unit Owner and contains or refers to the action to which the Unit Owner is agreeing. A written agreement or record signed by one of the owners of a Unit constitutes the agreement of all owners of the Unit unless one or more of the other owners of the Unit gives written notice to the Association of disagreement with that action before the vote or agreement on the action under consideration becomes effective. If more than one of the owners of Unit delivers a written agreement or other record, the position taken by a majority in interest of those Unit Owners who deliver written agreements or other records constitutes the position of all Unit Owners of the Unit.



Section 4.18 – Rules of Order. Meetings of the Association shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised* unless:

- (a) The Declaration, the ByLaws, the Act or other applicable law provides otherwise; or
- (b) Two-thirds ( $2/3$ ) of the votes allocated to Unit Owners present at the meeting, in person or by proxy vote, to suspend those rules.

## **ARTICLE 5** **Officers**

Section 5.1 – Designation. The principal Officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary and such other Officers as in its judgment may be necessary. The President and Vice President, but no other Officers, need be a Director at all times that they hold office. Any two offices may be held by the same person, except the offices of President and Vice President, and the offices of President or Vice President and Secretary. The office of Vice President may be vacant. The Executive Board shall elect the Officers. The Directors and Officers shall take office upon election.

Section 5.2 – Election of Officers. The Officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall continue in office until a successor is elected or such Officer is earlier removed from office.

Section 5.3 – Removal of Officers. Upon the affirmative vote of a majority of the Directors, any Officer may be removed, with or without cause, and a successor may be elected at any regular meeting of the Executive Board or at any Special Meeting of the Executive Board called for that purpose.

Section 5.4 – President. The President shall be the chief executive officer of the Association. Except as otherwise provided by these ByLaws, the President shall preside at all meetings the Unit Owners and of the Executive Board. The President shall have all the general powers and duties that are incident to the office of President of a nonstock corporation under the Nonstock Corporation Act. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments to the Declaration and the ByLaws on behalf of the Association, following authorization or approval of the particular amendment, as applicable.

Section 5.5 – Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other Director to act in the place of the President, on an interim basis. The Vice President also shall perform such other duties as may be assigned by the Executive Board or by the President.



Section 5.6 – Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Unit Owners and the Executive Board. The Secretary shall have charge of such books and papers as the Executive Board may direct and shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the Nonstock Corporation Act. The Secretary may cause to be prepared for execution by the President amendments to the Declaration and/or the ByLaws on behalf of the Association, following authorization or approval of the particular amendment, as applicable.

Section 5.7 – Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board and shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the Nonstock Corporation Act. The Treasurer may endorse on behalf of the Association for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. The Treasurer may have custody of, and shall have the power to endorse for transfer on behalf of, the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 5.8 – Agreements, Contracts, Deeds, Checks, etc. Except as otherwise provided or required by these ByLaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any Officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 5.9 – Compensation. An Officer may not receive fees from the Association for acting as an Officer of the Association. An Officer may be reimbursed for necessary expenses actually incurred in connection with such Officer's duties, as approved by the Executive Board.

## **ARTICLE 6** **Enforcement**

Section 6.1 – Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a reasonable fine in an amount established from time to time by the Board of Directors for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the rule or order of the Board of Directors.

Section 6.2 – Enforcement, Hearing. Except as otherwise provided in the ByLaws, before the Association brings an action or institutes a proceeding against a Unit Owner, the Association shall schedule a Hearing to be held during a regular or Special Meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the Unit Owner at least ten (10)

business days prior to the date of such Hearing. Such notice shall include a statement of the nature of the claim against the Unit Owner and the date, time and place of the Hearing.

- (a) The Unit Owner shall have the right to give testimony orally or in writing at the Hearing, either personally or through a representative, and the Executive Board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such Unit Owner.
- (b) The Executive Board shall make such decision, and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the Hearing.
- (c) These provisions of Subdivision (a) of this subsection shall not apply to an action brought by the Association against a Unit Owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a unit or fines imposed against a Unit Owner pursuant to the Declaration and the Act.
- (d) Any Unit Owner seeking to enforce a right granted or obligation imposed by the Act, the Declaration, the ByLaws or the Rules against the Association or another Unit Owner may submit a written request to the Association for a Hearing before the Executive Board. Such request shall include a statement of the nature of the claim against the Association or another Unit Owner.
- (e) Not later than thirty (30) days after the Association receives such request, the Association shall schedule a Hearing to be held during a regular or Special Meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include the date, time and place of the Hearing. Such Hearing shall be held not later than forty-five (45) days after the Association receives such request.
- (f) The Executive Board shall make a decision on the Unit Owner's claim, and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty days (30) after the Hearing.
- (g) The failure of the Association to comply with the provisions of this subsection shall not affect a Unit Owner's right to bring an action pursuant to the Act.

## **ARTICLE 7** **Indemnification**

The Directors and Officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-1116 to 33-1124 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

**ARTICLE 8**  
**Records**

Section 8.1 – Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and, if required by the Declaration or by the Executive Board, shall be audited. The cost of the audit shall be a Common Expense unless otherwise provided in the Declaration.

Section 8.2 – Records. The Association shall retain the following records:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
- (b) Minutes of all meetings of the Unit Owners and the Executive Board other than Executive Sessions, a record of all actions taken by the Unit Owners or the Executive Board without a meeting and a record of all actions taken by a committee in place of the Executive Board on behalf of the Association;
- (c) The names of Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the addresses at which the Association communicates with the Unit Owners, in alphabetical order and showing the number of Votes each Unit Owner is entitled to cast;
- (d) The Association's original or restated organizational documents, if required by law other than the Act, ByLaws and all Amendments to the ByLaws, and all Rules currently in effect;
- (e) All financial statements and tax returns of the Association for the past three years;
- (f) A list of the names and addresses of the Association's current Directors and Officers;
- (g) The Association's most recent annual report delivered to the Secretary of the State, if any;
- (h) Financial and other records sufficiently detailed to enable the Association to comply with Section 47-270 of the Act;
- (i) Copies of current contracts to which the Association is a party;
- (j) Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners;
- (k) Ballots, proxies and other records related to voting by Unit Owners for one year after the election, action or vote to which they relate; and

(l) Collection Policy.

Section 8.3 – Examination and Copying of Records.

- (a) Subject to Subsections (b) and (c) of this Section, all records retained by the Association shall be available for examination and copying by a Unit Owner or the Unit Owner's authorized agent:
- (i) During reasonable business hours or at a mutually convenient time and location; and
  - (ii) Upon five (5) days' notice in a record reasonably identifying the specific records of the Association requested.
- (b) Records retained by the Association shall be withheld from inspection and copying to the extent that they concern:
- (i) Personnel, salary and medical records relating to specific individuals, unless waived by the persons to whom such records relate; or
  - (ii) Information the disclosure of which would violate any law other than the Act.
- (c) Except as provided in Subsection (d), records retained by the Association may be withheld from inspection and copying to the extent that they concern:
- (i) Contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated;
  - (ii) Existing or potential litigation or mediation, arbitration or administrative proceedings;
  - (iii) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, ByLaws or Rules;
  - (iv) Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine; or
  - (v) Records of an Executive Session of the Executive Board; or individual unit files other than those of the requesting owner.
- (d) Records withheld from inspection under Subsection (c), above, may be made available for inspection and copying only if, and only to the extent that, the Executive Board, in its sole discretion, determines that they should be made available.
- (e) The Association may charge a reasonable fee for providing copies of any records under this section and for supervising the Unit Owner's inspection. A right to copy



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

- (f) The Association is not obligated to compile or synthesize information.
- (g) Information provided pursuant to this section may not be used for commercial purposes.

Section 8.4 – Agent for Resale Certificate. The Association shall, during the month of January in each year, file in the office of the Town Clerk of Shelton a certificate setting forth the name and mailing address of the Officer of the Association or the managing agent from whom a resale certificate may be requested and shall, thereafter, file such a certificate within thirty (30) days of any change in the name or address of such Officer or agent. The Town Clerk shall keep such certificate on file in his or her office and make it available for inspection.

Section 8.5 – Resale Certificate – Required Documents. A Unit Owner shall furnish to a purchaser or such purchaser's attorney, before the earlier of conveyance or transfer of the right to possession of a unit, a copy of the Declaration, other than any surveys and plans, the ByLaws, the Rules and Regulations of the Association and a certificate containing:

- (a) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit held by the Association;
- (b) A statement setting forth the amount of the periodic common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit Owner;
- (c) A statement of any other fees payable by the owner of the unit being sold;
- (d) A statement of any capital expenditures in excess of one thousand dollars (\$1,000.00) approved by the Executive Board for the current and next succeeding fiscal year;
- (e) A statement of the amount of any reserves for capital expenditures;
- (f) The current operating budget of the Association;
- (g) A statement of any unsatisfied judgments against the Association and the existence of any pending suits or administrative proceedings in which the Association is a party, including foreclosures but excluding other collection matters;
- (h) A statement of the insurance coverage provided for the benefit of Unit Owners, including any schedule of standard fixtures, improvements and betterments in the units covered by the Association's insurance that the Association prepared pursuant to Subsection (b) of Section 47-255 of the Act, as amended;



- (i) A statement of any restrictions in the Declaration affecting the amount that may be received by a Unit Owner on sale, condemnation, casualty loss to the unit or the Association or termination of the Association;
- (j) The name of the statutory agent for service of process filed with the Secretary of the State pursuant to Section 47-244(a) of the Act, as amended;
- (k) A statement describing any pending sale or encumbrance of common elements;
- (l) A statement disclosing the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person;
- (m) A statement disclosing the number of units whose owners are at least sixty (60) days delinquent in paying their common charges on the date of the statement;
- (n) A statement disclosing the number of foreclosure actions brought by the Association during the past twelve (12) months and the number of such actions pending on a specified date within sixty (60) days of the date of the statement; A statement disclosing (A) the most recent fiscal period within the five years preceding the date on which the certificate is being furnished for which an independent certified public accountant reported on a financial statement, and (B) whether such report on a financial statement was a compilation, review or audit; and
- (o) Any established maintenance standards adopted by the Association pursuant to Subsection (e) of Section 47-257 of the Act, as amended.

## **ARTICLE 9** **Notices**

Section 9.1 – Notices to Association or Executive Board. All notices to the Association or the Executive Board shall be delivered to the office of the Manager or, if there is no Manager, to the office of the Association or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of security interests in the Units who have notified the Association that they hold a security interest in a Unit.

### Section 9.2 – Notices From Association to Unit Owners.

- (a) Unless the Act, the Declaration or these ByLaws requires a different manner of giving notice, any notice required to be delivered by the Association to Unit Owners shall be delivered to any mailing or electronic mail address that a Unit Owner designates, except that the Association may also deliver notices by:
  - (i) Hand delivery to each Unit Owner;
  - (ii) Hand delivery, U.S. mail postage paid or commercially reasonable delivery service to the mailing address of each Unit;

- (iii) Electronic means, if the Unit Owner has given the Association an electronic address; or
  - (iv) Any other method reasonably calculated to provide notice to the Unit Owner.
- (b) Notices of hearings to be held pursuant to Subsection 47-278(c) or Subsection 47-278(d) of the Act and notice of the decision of the Executive Board following any such hearing shall be in writing and sent by certified mail, return receipt requested, and by regular mail, to the Unit Owner.
- (c) Notice is effective upon being sent.

## **ARTICLE 10** **Miscellaneous**

Section 10.1 – Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

Section 10.2 – Waiver. No restriction, condition, obligation or provision contained in these ByLaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 10.3 – Office. The principal office of the Association shall be at the property or at such other place as the Executive Board may from time to time designate.

## **ARTICLE 11** **Amendments to ByLaws**

Section 11.1 – Amendments by Executive Board. Except as otherwise provided in Section 11.2, the Executive Board may amend the ByLaws by a vote of two-thirds (2/3) of all the members of the Executive Board at any meeting of the Executive Board duly called for such purpose. Before the Executive Board can adopt, amend or repeal any ByLaw, notice shall be given to all Unit Owners of the intention of the Executive Board to adopt, amend or repeal any ByLaw, which notice shall include the text of the proposed ByLaw and/or amendment and/or the text of the ByLaw to be repealed, as applicable, and the date on which the Executive Board will act on the proposed ByLaw, amendment or repeal after considering comments from Unit Owners.

Section 11.2 – Amendments by Unit Owners. Only the Unit Owners (and not the Executive Board) shall have the power, by vote of Unit Owners of Units to which more than fifty percent (50%) of the Votes in the Association are allocated, to adopt, amend or repeal any ByLaw that relates to or affects any of the following:

- (a) The qualifications, powers and duties or terms of office of members of the Executive Board;
- (b) The number of members of the Executive Board;

- (c) The manner of election of Executive Board members;
- (d) The timing or content of notices of meetings of Unit Owners, opportunities for Unit Owner comment at any meeting of the Executive Board or the Association, methods or procedures for voting or actions by Unit Owners without meeting or any provision of Article 4 of these ByLaws; or
- (e) The manner or required vote to adopt, amend or repeal any ByLaw, including, without limitation, any provision of this Section 11.2.
- (f) The quorum requirements.

Section 11.3 – Execution of Amendments. Amendments to the ByLaws that have been duly adopted 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 11.4 – Limitation of Challenges. – No action to challenge the validity of an amendment to the Bylaws adopted by the Executive Board or the Unit Owners consistent with the provisions of this Article may be brought more than one (1) year after the later of the date that the amendment is effective.

## **ARTICLE 12** **Access to Units**

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 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.

## ARTICLE 13

### **Insurance Requirement for Individual Units**

Insurance for Each Individual Unit. Each Unit Owner shall provide and maintain insurance coverage for fire, other casualty losses and liability protection. In the event that the Master Association Insurance Policy provides for a deductible with respect to damaged conditions, to any portion of a Unit the insurance policy for each individual Unit shall be used to cover any such Master Policy deductible amount. In the event that the Association is called on to pay for any such Master Policy deductible due to the failure of a Unit Owner to maintain insurance coverage for each Unit as herein set forth, the Association shall be reimbursed by the respective Owner of any such damaged Unit up to the amount of the deductible. Any such reimbursement shall be paid prior to the Association completing repairs of the damaged condition. If the Association completes said repairs prior to any such reimbursement, the Association shall have a lien against said Unit for the amount expended up to the amount of the deductible. Said lien may be foreclosed in the same manner as the collection of unpaid common charges and assessments. Each Unit Owner shall be responsible for all Association costs of collection and/or foreclosure in connection with recovery of any such deductible amount. The provisions of this Paragraph shall apply in accordance with the provisions of the Declaration.

## ARTICLE 14

### **Rules**

- (a) At least ten (10) days before adopting, amending or repealing any rule, the Executive Board shall give all Unit Owners notice of: 1) its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and 2) any rule may be adopted, amended or repealed only by a majority vote of the Executive Board.
- (b) Following adoption, amendment or repeal of a rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised Rule.
- (c) Subject to the provisions of the Declaration, the Association may adopt Rules to establish and enforce construction and design criteria and aesthetic standards. If the Association adopts such Rules, the Association shall adopt procedures for enforcement of those Rules and for approval of construction applications, including a reasonable time within which the Association must act after an application is submitted and the consequences of its failure to act.
- (d) A Rule regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display, on a Unit or on a Limited Common Element adjoining a unit, of the Connecticut State Flag or signs regarding candidates for public or Association office or ballot questions, but the Association may adopt rules governing the time, place, size, number and manner of those displays.
- (e) The Association may not prohibit or hinder any Unit Owner, lessee or sublessee from attaching to his or her entry door or entry door frame any object that is motivated by observance of a religious practice or sincerely held religious belief.



Notwithstanding, the Association may prohibit a display motivated by observance of a religious practice or sincerely held religious belief to the extent allowed by the First Amendment to the United States Constitution and Section 3 of *article first* of the Connecticut Constitution when such item: 1) threatens the public health or safety; 2) hinders the opening and closing of an entry door; 3) violates any federal, state or local law; 4) contains graphics, language or any display that is obscene or otherwise patently offensive; 5) individually or in combination with each other item displayed or affixed on an entry door frame has a total size greater than twenty-five (25) square inches; or 6) individually or in combination with each other item displayed or affixed on an entry door has a total size greater than four (4) square feet.

- (f) Unit Owners may peacefully assemble on the Common Elements to consider matters related to the Common Interest Community, but the Association may adopt Rules governing the time, place and manner of those assemblies.
- (g) The Association may adopt Rules that affect the use of or behavior in units that may be used for residential purposes only to:
  - (i) Implement a provision of the Declaration;
  - (ii) Regulate any behavior in, or occupancy of, a Unit that violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners; or
  - (iii) Restrict the leasing of residential Units to the extent those Rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in Common Interest Communities or regularly purchase those mortgages.
- (h) The Association's internal business operating procedures need not be adopted as Rules.
- (i) Each Rule of the Association must be reasonable.

These Amended ByLaws were approved by the Association on the 25 day of November, 2014.

**KNOLLBROOK  
CONDOMINIUM ASSOCIATION, INC.**

By:   
Harry Tutunjian  
Its President