

BYLAWS OF  
SHIRLEY PARK CONDOMINIUM ASSOCIATION  
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BYLAWS  
OF  
SHIRLEY PARK CONDOMINIUM ASSOCIATION

ARTICLE I  
INTRODUCTION

These are the Bylaws of Shirley Park Condominium Association. Initial capitalized terms are defined in Article I of the Declaration.

ARTICLE II  
BOARD OF DIRECTORS

Section 2.1 - Number and Qualifications; Termination of Declarant Control.

- (a) The affairs of the Common Interest Community and the Association shall be governed by the Board of Directors, which, until the termination of Declarant control, shall consist of three (3) persons, who shall be Unit Owners. If any Unit is owned by a partnership or corporation, and officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purpose of the preceding sentence. Directors elected by Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Non-stock Corporation Laws of the State of Connecticut.
- (b) The terms of at least one-third (1/3) of the Directors shall expire annually, as established in a resolution of the Unit Owners setting terms.
- (c) Section 8.7 of the Declaration shall govern appointment of Directors to the Board of Directors during the period of Declarant control.
- (d) The Unit Owners shall elect the Directors, who shall take office upon election.
- (e) At any time after Unit Owners other than the Declarant are entitled to elect Directors, Unit owners shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner

Section 2.2 - Powers and Duties. The Directors may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Directors 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 following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditure and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a security interest only pursuant to (Section 55) of the Act;
- (k) Grant easements for any period of time including permanent easement, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements other than Limited Common Elements described in (Subsection (2) and (4) of Section 22) of the Act, and for services provided to Units Owners;
- (m) 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, Rules and regulations of the Association.
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by (Section 71) of the Act or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Directors, and maintain liability insurance;



- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (t) By resolution, establish committees of Officers or Unit Owners 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. However, actions taken by a committee may be appealed to the Directors, within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Directors, at its next regular meeting or special meetings for that purpose.

Section 2.3 - Standard of Care. In the performance of their duties, the Directors are required to exercise the care required of fiduciaries of the Unit Owners, if appointed by the Declarant, and ordinary and reasonable care if elected by the Unit Owners.

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

Section 2.5 - Manager. The Directors may employ a manager for the Common Interest Community at a compensation established by the Directors, to perform such duties and services as the Directors, shall authorize. The Directors may delegate to the manager only the powers granted by these Bylaws under subdivisions 2.2 (c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors, to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The Unit Owners, by a majority vote of all persons present entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director with or without cause.

Section 2.7 - Vacancies. Vacancies in an office caused by any reason other than the removal by a vote of the Unit Owners, may be filled at a special meeting held for that purpose at any time after the occurrence of any such vacancy by majority of the Unit Owners. Each person so elected or appointed shall be a director for the remainder of the term of the director so replaced.

Section 2.8 - Regular Meetings. The first regular meeting of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days there-after at such time and place as shall be fixed by the Unit Owners at the

meeting at which such Directors shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. Directors may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

Section 2.9 - Special Meetings. Special meetings of Directors, may be called by the President or a majority of the Directors at least three (3) business days notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings shall be held within the City of Waterbury unless all Directors consent in writing to another location.

Section 2.11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director any any meeting shall constitute a waiver of notice. If all Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

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

Section 2.13 - Compensations. A director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

### ARTICLE III UNIT OWNERS

Section 3.1 - Annual Meeting. Annual meetings of Unit Owners shall be held on the first Friday in November. At such meeting, Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Section 19.5 and 19.6 of the Declarations. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Special Meetings. Special meetings of Unit Owners may be called by the president, or by Unit Owners having thirty percent (30%) of the votes in the Association or a majority of the Board of Directors.

Section 3.4 - Place of Meetings. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by or the president.

Section 3.5 - Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Section 19.5 and 19.6 of the Declaration. The Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove a Director or officer. No action shall be adopted at a meeting except as stated in the notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Election of Directors. (when required).
- (f) Ratification of Budget (if required by notice).
- (g) Unfinished business.
- (h) New business.

Section 3.9 - Voting.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. 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) Vote allocated to a Unit may be cast pursuant to a proxy duly executed

by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this subsection only by actual notice of revocations to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The votes of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(d) No votes allocated to a Unit owned by the Association may be cast.

Section 3.10 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 3.11 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

#### ARTICLE IV OFFICERS

Section 4.1 - Designation. The principal officers of the Association shall be the president, the secretary and the treasurer, all of whom shall be elected by the Unit Owners.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Unit Owners on the anniversary date of the organization meeting or on the first Friday in November.

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

Section 4.4 - President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners. He or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of

Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 - Secretary. The secretary shall keep the minutes of all meetings of the Unit Owners and Board of Directors, and shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may attest to execution by the president of amendment to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.6 - Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she 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 Board of Directors and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He or she 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 approved by the Board. He or she may have custody of and shall have power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.7 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7, and 4.10 of 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 Board of Directors.

Section 4.8 - Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.9 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with (Section 7) of the Act and statements of unpaid assessments in accordance with (Section 59(h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board. The Association

may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as Common Expense against the Unit for which the certificate of statement is furnished.

## ARTICLE V ENFORCEMENT

Section 5.1 - Abatement and Enjoinment of Violations by Unit owners. The violation of any of the rules and regulations adopted by Board of Directors or breach of any provision of the documents shall give the Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) to enter the Unit in which, or as to which, such violation or breach exist and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Board of Directors shall not thereby be deemed liable for any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, after Notice and Hearing, the Board of Directors may levy a fine of up to \$25.00 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order.

## ARTICLE VI INDEMNIFICATION

The officers and the directors shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 of the Connecticut General Statutes, the provisions of which are incorporated herein by reference.

## ARTICLE VII RECORDS

Section 7.1 - Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

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

Section 7.3 - Records. The Association shall keep the following records:

- (a) An Account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement, and emergency repairs.
- (e) The current operating budget adopted pursuant to (Subsection 58 (a) of the Act and ratified pursuant to the procedures of (Subsection 46 (c).
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and Federal Income taxation.
- (k) Minutes of proceedings of officers, directors, incorporators, and owners and waivers of notice.

Section 7.4 - Form Resale Certificate. The Board of Directors shall not adopt a form resale certificate to satisfy the provisions of the Act.

ARTICLE VIII  
MISCELLANEOUS

Section 8.1 - Notices. All notice to the Association 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 Board may hereafter designate from time to time, by notice in writing to all Unit Owners and and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed except notices of changes of address which shall be deemed to have been given when received.

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

Section 8.3 - 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 which may occur.

Section 8.4 - Office. The principal office of the Association shall be on the Property.

ARTICLE IX  
AMENDMENTS TO BYLAWS

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the Declarant of Shirley Park Condominium Association, dated May 4, 1988.

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Mark Pelletier



RULES OF  
SHIRLEY PARK CONDOMINIUM ASSOCIATION  
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Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors, and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the City of Waterbury. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions from the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, birds, or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition, no more than one cat, or other household pets, approved and licensed by the Board of Directors or manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property within three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or terrace, except the street or special areas designated by the Board of Directors. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.4 - Indemnifications for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit Owner shall send any employees of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provisions of special services for a fee to be paid to the Association.

Section 3.6 - Lint Filters on Dryers; Grease Screen on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all time be used and kept clean, good order and repair by the Unit Owner.

#### ARTICLE IV INSURANCE

Section 4.1 - Increase in Rating. Nothing shall be done or kept which will increase the rate of the insurance on any buildings, or contents thereof, without the prior consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

#### ARTICLE V RUBBISH REMOVAL

Section 5.1 - Deposit of Rubbish. Rubbish container locations will be designated by the Board of Directors or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited with that location and the area is to be kept neat, clean, and free of debris. Long term storage of rubbish in the Units is forbidden.

#### ARTICLE VI MOTOR VEHICLES

Section 6.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicles regulations, and applicable local ordinances, on the road, drives and Property.

Section 6.2 - Registration. All vehicles of employees, agents, Unit Owners, and occupants regularly using the premises must be registered with the manager and all vehicles parking for more than 4 hours must display either a vehicle sticker or carry a guest pass. Construction and management vehicles not registered will be identified by a special pass card.

Section 6.3 - Registration Application. The manager will register vehicles

on a special application form and shall issue parking stickers to such vehicles. The form will provide that registered vehicle parking in "no parking" area, fire lanes, on the pavement or blocking access, or otherwise improperly parked may be towed at the owner's expense.

Section 6.4 - Guest Pass. Vehicles parked on the property for more than 4 hours without a guest pass (or sticker) will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges of vehicles displaying such passes, as a Common Expense assessment, which will be levied following Notice and Hearing.

Section 6.5 - Limitations on Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 6.6 - Visitor Parking. Except where special arrangements are made, vehicles displaying guest passes are limited to three days parking.

Section 6.7 - Speed Limit. The speed limit on the entrance road is 15 miles per hour.

Section 6.8 - Snowmobiles, Off Road and Unlicensed Immobile Vehicles. Snowmobiles, off road vehicles, including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the property.

Section 6.9 No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, car ports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.10 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading, following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carrying a sign advertising a business; trucks, vans, and

vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will be so restricted during the use.

## ARTICLE VII RIGHTS OF DECLARANT

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community, including but not limited to, maintenance of a sale office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representative of the Declarant.

## ARTICLE VIII GENERAL ADMINISTRATIVE RULES

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Board of Directors or an appropriate committee.

## ARTICLE IX GENERAL RECREATION RULES

Section 9.1 - Limited to Occupants and Guests. Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the use, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

Section 9.3 - Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, opportunity given, to certain age groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after publications in the newsletter.

Section 9.4 - Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.5 - Ejectment for Violation. Unit Owners, occupants, guests, and

tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended from the period established following such Hearing.

Section 9.6 - Proper Use. Recreational facilities will be used for the purpose for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

Certified to be the initial rules adopted by the Declarant.

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Mark Pelletier, Trustee  
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