

**DECLARATION
SHIRLEY PARK CONDOMINIUMS
SCHEDULE A**

Mark Pelletier, Trustee, does hereby declare:

ARTICLE I

Submission of Property

Declarant submits the Property in the Town of Waterbury, Connecticut described in Exhibit A-1a, to the provisions of the Common Interest Ownership act, (Public Act 83-474) of the Connecticut General Statutes and any amendments thereto, for the purpose of creating Shirley Park Condominiums, attached as Exhibits A-3, A-4 and A-4a.

ARTICLE II

Definitions

In the Common Interest Community Instruments, the following words and phrases mean:

Section 2.1 - Act. The Common Interest Ownership Act, (Public Act 83-474) of the Connecticut General Statutes and any amendments thereto.

Section 2.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and Votes in the Association, allocated to the Units in the Common Interest Community. The allocated Interests are described in Article IX of the Declaration and shown on Exhibit A-2.

Section 2.3 - Association. **SHIRLEY PARK CONDOMINIUM ASSOCIATION** is the Association of Unit Owners pursuant to the Act.

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

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

Section 2.6 - Common Expenses.

- (i) Expenses of administration, maintenance, repair or replacement of the Common Elements
- (ii) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (iii) Expenses agreed upon as Common Expenses by Association; and
- (iv) Reasonable reserves, whether held in trust or by the Association, for

repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 2.7 - Common Interest Community. The real property described in Exhibit A-1a, subject to the Declaration - **SHIRLEY PARK CONDOMINIUMS**.

Section 2.8 - Declarant. Mark Pelletier, Trustee, or his successor as defined in the Act.

Section 2.9 - Declaration. This document, including any amendments.

Section 2.10 - Director. A member of the Board of Directors.

Section 2.11 - Eligible Mortgagee. A mortgagee given certain rights to receive notice, approve amendments and take the actions provided in Article XVIII of the Declaration.

Section 2.12 - Board of Directors. The Board of Directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes, ref. Board, Directors.

Section 2.13 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, such as buildings, paving, utility wires, pipes, and light poles, and two existing units.

Section 2.14 - Instruments. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, and Bylaws. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.15 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article VI of the Declaration.

Section 2.16 - Majority or Majority of Unit Owners. The owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means such percentage, portion or fraction in the aggregate of such portion of Votes.

Section 2.17 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.18 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. These provisions are set forth in Section 24.1 of the Declaration.

Section 2.19 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be

heard thereon. These provisions are set forth in Section 24.2 of the Declaration.

Section 2.20 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, governmental subdivision or agency, or other legal or commercial entity.

Section 2.21 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.23 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Board of Directors pursuant to the Bylaws.

Section 2.24 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.25 - Survey. The survey filed with the Declaration as Exhibit A-3.

Section 2.26 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy the boundaries of which are described in Section 5.2.

Section 2.27 - Unit Owner. The Declarant or other person who owns a Unit but does not include a person having an interest in a unit solely as security for an obligation. The Declarant is the owner of any Unit created by the Declaration.

Section 2.28 - Votes. The votes allocated to each Unit as shown on Exhibit A-2.

ARTICLE III

Name and Type of Common Interest

Community and Association

Section 3.1 - Common Interest Community. The name of the Common Interest Community is Shirley Park Condominium. The Common Interest Community is a Condominium.

Section 3.2 - Association. The Name of the Association is Shirley Park Condominium Association. It is an Association of Unit Owners pursuant to the Act.

ARTICLE IV

Description of Land

The entire Common Interest Community is situated in the Town of Waterbury, Connecticut. A legal description of the Common Interest Community is found at Exhibit A-1a.

ARTICLE V

Maximum Number of Units; Boundaries

Section 5.1 - Number of Units. The Common Interest Community presently contains seven (7) Units.

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

- (a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.
- (b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries
- (c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
- (d) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Section 5.2 (a), (b), and (c), above, and shall also include the spaces and the Improvements within such spaces containing any space heating, water heating, and air conditioning apparatus and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.
- (e) Exclusions: Except when specifically included by other provisions of Section 5.2, the following are excluded from each Unit. The spaces and improvements lying outside of the boundaries described in

Section 5.2 (a), (b), and (c), above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements.

- (f) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition shall control.

ARTICLE VI

Limited Common Elements

Section 6.1 - 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 shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Attic space above certain Units, the use of which is limited to all the Units.
- (e) Stairways, the use of which are limited to certain Units as shown on the plans.
- (f) Basement storage and utility areas, the use of which is limited to the Units as shown on the Plans. (If applicable)

Section 6.2 - Expenses Allocated to Limited Common Elements. Any Common Expense associated with the maintenance repair or replacement of Limited Common Elements 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 Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

Common Expenses associated with the maintenance, repair or replacement of all other Limited Common Elements shall be assessed against each Unit in accordance with its allocated Common Expense liability.

Section 6.3 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Element caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII

Subsequently Allocated Limited Common Elements

That portion of the Common Elements shown as parking spaces on the Survey may be subsequently allocated as Limited Common Elements.

ARTICLE VIII

Section 8.1 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on Surveys and Plans filed with the Declaration;
- (b) To maintain sales offices, management offices, signs advertising the Common Interest Community and models;
- (c) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (d) To appoint or remove any officer of the Association or any Board of Directors member during any period of Declarant Control.
- (e) To amend the Declaration from time to time as his needs require and to expand the present seven (7) Units to twelve (12) Units.

Section 8.2 - Models. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office.

Section 8.3 - Construction; Declarant's Easements. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Directors. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 8.4 - Signs and Marketing. The Declarant reserves the right to post

signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Units Owners.

Section 8.5 - Association or Board of Directors actions Subject to Declarant's Approval. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the period of Declarant control, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.6 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, (promptly after the sale of the last Unit) from the Property any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.7 - Declarant Control of the Association.

- (a) Subject to Subsection (b): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Director's Board. The period of the Declarant control terminates no later than the earlier of: (1) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant;
- (2) Two years after Declarant has ceased to offer Units for sale in the ordinary course of business; or (3) Two years after any right to add new Units was last exercised. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board of Directors as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.
- (b) Not later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant.
- (c) Except as otherwise provided in Subsection 8.7 (b), not later than the termination of any period of Declarant Control the Unit Owners shall elect a Board of Directors of at least three members all of whom are Unit Owners. The Board of Directors shall elect the

Officers. The Board of Directors and Officers shall take office upon election.

- (d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors, with or without cause other than a member appointed by the Declarant.

Section 8.8 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any units or any Security Interest on any Units, or for (1) year after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

ARTICLE IX

Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Exhibit A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (b) Liability for the Common Expenses. The percentage of liability for Common expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- (c) Votes. Each Unit in the Common Interest Community shall have one equal Vote.

ARTICLE X

Restrictions on Use, Alienation or Occupancy

Section 10.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under ARTICLE VIII, the following use restrictions apply to all Units and to the Common Elements:

- (a) Each Unit is restricted to residential use as a single family residence except for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed outside a Unit. A single family residence is defined as a single housekeeping Unit, operating on a non-profit non-commercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of Waterbury.
- (b) The use of Common Elements is subject to the Bylaws and the Rules of the Association.

Section 10.2 - Restriction on Alienation. A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes. A Unit may not be leased for a term of less than 30 days.

ARTICLE XI

Easements, Licenses

All easements or licenses to which the Common Interest Community is subject are listed in Exhibit A-1 to the Declaration.

ARTICLE XII

Reallocation and Allocation of Limited Common Elements

Section 12.1 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made except for basement storage areas. The persons executing the amendment shall provide a copy thereof to the Association, which shall record it. The amendment shall be recorded in the names of the parties and the Common Interest Community.

Section 12.2 - Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VII of the Declaration. The allocations shall be made by amendment to the Declaration.

ARTICLE XIII

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 the Common Interest Community without the prior written consent thereto of the Directors. The Board of Directors shall answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request. The Board of Directors shall review requests in accordance with the provisions of its rules.
- (b) Subject to Subsection 13.1 (a), a Unit Owner:
 - (i) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association;
 - (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes pursuant to Article XII, the boundaries between adjoining units may be relocated by an amendment to the Declaration on application to the Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their Units of their allocated interest, the application shall state the proposed allocations. Unless the Directors determine, that, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and, or 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 or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

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

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except as prohibited below, the declaration including the Surveys and Plans may be amended only by vote or agreement of Unit Owners of Units to which at least sixty seven percent (67%) of the Votes in the Association are allocated.

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

Section 15.3 - Recordation of Amendments. Every amendment to the Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recordation. An amendment except an amendment pursuant to Article XIV of this Declaration shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any unit is restricted, in the absence of unanimous consent of the Unit Owners.

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

Section 15.6 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.7 - Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article XVIII.

ARTICLE XVI

Amendments to Bylaws

The Bylaws may be amended only by Vote of two-thirds (2/3) of the members of the Board of Directors following NOTICE and COMMENT to all Unit Owners, at any meeting duly called for such purposes.

ARTICLE XVII

Termination

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

ARTICLE XVIII

Mortgagee Protection

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

Section 18.2 - Definitions. As used in this Article, the following items are defined.

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

Section 18.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and eligible insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first mortgage 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 mortgage held, insured, or guaranteed, which remains uncured for a period of 60 days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.
- (e) Any judgment rendered against the Association.

Section 18.4 - Prior Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Association or Unit Owners described in this Subsection 18.4 (a) may be adopted without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved in writing by at least 51% of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:
 - (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 interests 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 Instruments;
 - (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 requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagees:
- (i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a transfer within the meaning of this clause);
 - (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (iii) The restoration or repair of the Property after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
 - (iv) Termination of the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);

- (v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
 - (vi) The merger of this Common Interest Community with any other common interest community;
 - (vii) The creation of any additional improvements on any portion of the Common Elements which is subject to any Development Rights;
 - (viii) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
 - (ix) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
 - (x) Any action taken not to repair or replace the Property.
- (c) The Association may not change the period for collection of regularly budgeted Common Expenses Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 - Inspection of Books. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 18.6 - Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

- (a) Any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 18.7 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, in law, or in equity.

Section 18.8 - Attendance at Meetings. Any representative of any Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

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 Common Expenses as shown on Exhibit A-2.

Section 19.2 - Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense associated with the maintenance, repair or replacement of those items referred to in Section 6.1 (d), (e), and (f) of Article VI 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 Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against the Unit which benefits from such service.
- (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) If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.

Section 19.3 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (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 against the Unit. The lien is also prior to all Security Interests described in subdivision (2) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association lien or a Security Interest described in subdivision (2) of this subsection enforce the lien. This subsection does not affect the priority of mechanics or materialmen's liens, or the priority of liens for other assessments made by the Association.

- (c) 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.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if an owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay or proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This section does not prohibit actions to recover sums for which subsection (a) of this section creates a lien or prohibit the association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) 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 business days after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner.
- (h) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (i) No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made. 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 pursuant to Section 52-504 to collect all sums alleged to be due from that Unit owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common

Expense assessments based on a periodic budget adopted by the Association pursuant to subsection (a) of Section 58 of Public Act 83-474. The statutory lien for assessments granted by this section shall be treated as a tax lien for purposes of determining whether a security interest held by a savings bank is a first lien for purposes of determining whether a security interest held by a savings bank is a first lien under Section 36-99 (1) (d) (1). If a holder of a first or second security interest on a Unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit, which became due before the sale, other than the assessments which are prior to that security interest under subsection (b) of this section. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

Section 19.4 - Budget Adoption and Ratification. Within thirty days after adoption of any proposed budget for the Common Interest Community, Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

Section 19.5 - Ratification of Special Assessments. If Board of Directors votes to levy a special assessment in an amount greater than fifteen (15%) percent of the current annual operating budget, the Board of Directors shall submit special assessment to the Unit Owners for ratification in the same manner as a budget under Section 19.4.

Section 19.6 - 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 business days after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner.

Section 19.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Section 19.1 and 19.2 shall be due and payable monthly.

Section 19.8 - Acceleration of Common Expense Assessments. In the event of default for 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 19.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.10 - 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 19.11 - 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.

ARTICLE XX

Right to Assign Future Income

Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expenses Assessments.

ARTICLE XXI

Persons and Units Subject to Instruments

Section 21.1 - Compliance with Instruments. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the the entering into occupancy of a Unit constitutes agreement that the provisions of the Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee or occupancy, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules. The Directors may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXII

Insurance

Section 22.1 - Maintaining Insurance. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall obtain and maintain insurance as required by the Act and the Declaration to the extent reasonably available.

Section 22.2 - Physical Damage. The Association shall maintain Property Insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the current replacement value, if required by any Eligible Mortgagee, and in any event not less than the higher of eighty (80%) percent of the actual cash value of the insured property or an amount sufficient to avoid co-insurance under any applicable insurance policy, 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. The insurance maintained under this section, to the extent reasonably available, shall include the Units, but need not include improvements and betterments installed by Unit Owners. The Association shall maintain insurance in the amount equal to the actual cash value of personal property. Prior to obtaining any insurance on Common Elements under this Section, and at least annually thereafter, the Board of Directors shall take reasonable steps satisfactory to the insurance company to determine replacement cost of the Common Elements or obtain an agreed amount endorsement.

Section 22.3 - Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Board of Directors not less than \$500,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Section 22.4 - Other Provisions. Insurance policies carried pursuant to Sections 22.2 and 22.3 shall provided that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (b) The insurer waives its right 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 authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (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.

Section 22.5 - Insurance Not Reasonably Available. If the insurance described in Sections 22.2 and 22.3 is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

Section 22.6 - Payment of Insurance Proceeds. Any loss covered by the property policy under Section 22.2 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 Article XXIII, 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 22.7 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 22.8 - 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 22.9 - Officers and Directors Liability Insurance. The Association shall obtain liability insurance, if available, covering all the Officers and Directors in such limits as the Association may, from time to time, determine.

Section 22.10 - Other Insurance. Board of Directors are authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

Section 22.11 - Insurance Certificates. An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

ARTICLE XXIII

Damage to or Destruction of Property

Section 23.1 - Duty to Repair or Restore. Any portion of the Common Interest Community for which insurance is required under Article XXII which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Common Interest Community is terminated, in which case (section 38) of this act applies, (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (c) eighty percent 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 is a Common Expense.

Section 23.2 - Distribution of Insurance Proceeds. If the entire Common Interest Community is not repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest

Community, and (b) except to the extent that other persons will be distributees, (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 Units.

Section 23.3 - Determination Not to Repair or Restore. 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 7) of...the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 23.4 - Certificates By the Association. A trustee, if one is appointed under the provisions of Section 22.6 may rely on the following certifications in writing made by the Board of Directors:

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

Section 23.5 - Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Board of Directors shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Waterbury from the date of the recording of the original Declaration stating the names of the Unit Owners and mortgagees.

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Board of Directors amends the Bylaws or the Rules, and at any other time the Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing. Whenever the Instruments require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (Board of Directors, a committee, an officer, the manager, etc.) shall give written notice of

the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

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

ARTICLE XXV

Open Meetings

Section 25.1 - Access. All Board of Director meetings 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 not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Association, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 25.3 - Directors Sessions. Meetings of the Board of Directors may be held, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

- (a) No action is taken at the session requiring the affirmative vote of Unit Owners; or
- (b) The action taken at the session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXVI

Development Rights and Other Special Declarant Rights

Section 26.1 - Reservation of Development Rights.

- (a) The right to create Units, Common Elements, and Limited Common Elements on the property described in Exhibit A-8.

(b) The right to allocate the parking spaces as shown on the Survey as Limited Common Elements and assign them to particular Units.

(c) The right to subdivide Units or convert Units into common elements.

(d) The right to add and withdraw real property from the Common Interest Community.

Section 26.2 - Limitations on Development Rights. The Development Rights reserved in Section 26.1 are limited as follows:

(a) The development rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration.

(b) Not more than five (5) additional units may be created under the development rights.

(c) the quality of construction of any building and improvements to be created on the property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(d) All units and common elements created pursuant to the development rights will be restricted to residential use in the same manner and to the same extent as the units created under this Declaration as initially recorded.

Section 26.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown on Exhibit A-8. The exercise of development rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 26.4 - Special Declarant Rights. The Declarant reserves the following special declarant rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the common interest community:

(a) To complete improvements indicated on Surveys and Plans filed with the Declaration including removal of any existing structures.

(b) To exercise any development right reserved in this Declaration.

(c) To maintain sales offices, management offices, signs advertising the common interest community, and models.

(d) To use easements through the common elements for the purpose of making improvements within the common interest community;

(e) To appoint or remove any officer of the Association of any Executive Board member during any period of Declarant control.

(f) The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on Exhibit A-8 for the purpose of furnishing

utility and other services to buildings improvements to be constructed on the land shown on Exhibit A-8. The Declarant also reserves the right to create easements, to grant easements to utility companies and governmental authorities and to convey improvements within those easements anywhere in the common interest community for the above mentioned purposes. If the Declarant creates or grants any such easements, Schedule A shall be amended to include reference to the recorded easement.

Section 26.5 - Models, Sales Offices and Management Offices. As long as the Declarant has the right to exercise special declarant rights, the Declarant and his duly authorized agents, representatives and employees may maintain any unit owned by the Declarant or any portion of the common elements as a model unit or sales office or management office.

Section 26.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs and construction work, and to store materials in secure areas, in units and common elements, and the further right to control all such work and repairs and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the common elements as may be reasonably necessary for the purposes of discharging the Declarant's obligations or exercising special declarant rights whether arising under the act or reserved in the Declaration.

Section 26.7 - Signs and Marketing. The Declarant reserves the right to pose signs and displays in the common elements to promote sales of units, and to conduct general sales activities, in a manner as will not unreasonably disturb the right of unit owners.

Section 26.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last unit) from the property any and all goods and improvements used in the development, marketing and construction, whether or not they have become fixtures.

Section 26.9 - Declarant Control of the Association.

(a) Subject to Subsection 26.9(b): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by him, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

(i) Sixty days after conveyance of sixty percent of the units that may be conveyed to unit owners other than a Declarant;

(ii) Two years after all Declarants have ceased to offer units for sale in the ordinary course of business; or

(iii) Two years after any right to add new units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

(b) Not later than sixty days after conveyance of one third of the units that may be created to unit owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by unit owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control the unit owners shall elect an Executive Board of at least five members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of the Declaration or By-Laws to the contrary, the unit owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the unit owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 26.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any special declarant right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, holds a development right to create additional units or common elements, convert or subdivide a unit or add or withdraw real property from the common interest community, or any security interest on any units, or for seven (7) years after recording the Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

Section 26.11 - Interference with Special Declarant Rights. As long as the Declarant is the holder of Special Declarant Rights, neither the Association nor any unit owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Instruments nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

Section 27.3 - Waiver. No provision contained in the Instruments 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 27.4 -Invalidity. The invalidity of any provision of the Instruments does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Instruments shall continue in full force and effect.

Section 27.5 - Conflict. The Instruments are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Instruments 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 Instrument, this Declaration shall control.

Section 27.6 - Execution of Documents. The president or secretary of the Association are responsible for preparing, executing, filing and recording amendments to the Instruments.

Section 27.7 - Escrow. Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to (Section 70) of the Act.

This Certificate may be amended in accordance with the law at any time.

The name and address of the escrow agent is:

Paul J. Yamin
195 Grove Street
Waterbury, Connecticut 06710
Tel. 1-(203) 574-5175

IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed
this 4th day of May, 1988.

Signed, Sealed and Delivered
in the Presence of:

Mark Pelletier, Trustee

STATE OF CONNECTICUT

ss.: WATERBURY

COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this 4th day of May 1988,
by Mark Pelletier, Trustee, as his free act and deed.

Paul J. Yamin
Commissioner of the Superior Court

EXHIBIT A-1a

Description of the property.

A certain piece or parcel of land as shown on a map entitled "Map prepared for Shirley Park Condominiums, Shirley Street, Waterbury, Connecticut, May 11, 1988, 1"=10' prepared by Design Development Group, Inc. Consulting Engineers and Land Surveyors.

Said piece or parcel of land containing 13,270 sf.+ and being more particularly bounded and described as follows:

Commencing at a point in the northeast corner of the herein described parcel, said point being on the westerly street line of Shirley Street and being the southeast corner of land belonging now or formerly to Clelia E. Mascolo, said point is approximately 138 feet more or less, southerly of the intersection of the westerly street line of Shirley Street and the southerly street line of Oak Hill Ave.

Thence running south 18-26-05 west 94.14 feet along the westerly street line of Shirley Street.

Thence running north 71-33-55 west 169.33 feet along the proposed lot line as shown on said map, said line also being the northerly line of parcel to be conveyed to Mark Pelletier, Trustee.

Thence running north 24-15-43 east 66.70 feet along land belonging now or formerly to Salvatore Ciarcia.

Thence running south 81-15-55 east 164.92 feet in part along land belonging now or formerly to Arthur J. Durge and in part along land now or formerly of Clelia E. Mascolo to point and place of commencement.

Together with a 10 foot wide easement for ingress and egress along the proposed lot line of parcel to be conveyed to Mark Pelletier, Trustee.

EXHIBIT A-1b
EASEMENT OVER LAND

A certain piece or parcel of land shown as "Parcel to be conveyed to Mark Pelletier Trustee" on a map entitled "Map prepared for Shirley Park Condominiums, Shirley Street, Waterbury, Connecticut May 11, 1988, 1"=10' prepared by Design Development Group, Inc. Consulting Engineers and Land Surveyors.

Said piece or parcel of land containing 1,358 s.f.+ and being more particularly bounded and described as follows:

Commencing at a point on the westerly street line of Shirley Street said point being the southeast corner of land of Shirley Park Condominiums and also being the northeast corner of land of Mark Pelletier Trustee.

Thence running north 71-33-55 west 170.15 feet along the northerly lot line of Mark Pelletier Trustee, said line being shown as the existing lot line on the above referenced map.

Thence running north 24-15-43 east 8.04 feet along land belonging now or formerly to Salvatore Ciaria.

Thence running south 71-33-55 east 169.33 feet along the proposed lot line as shown on the above referenced map, said line being the northerly line of the herein proposed parcel.

Thence running south 18-26-05 west 8.00 feet along the westerly street line of Shirley Street to point and place of commencement.

The above herein described parcel is subject to an easement for ingress and egress to Shirley Park Condominiums.

EXHIBIT A-2
 PROPOSED BUDGET FOR
 SHIRLEY PARK CONDOMINIUM ASSOCIATION

ADMINISTRATIVE:

| | |
|-----------------------|------------|
| Insurance | \$2,500.00 |
| Accounting Fees | \$75.00 |

LAND & UNIT SERVICES:

| | |
|-------------------------------------|-------------------|
| Rubbish Removal | \$1,200.00* |
| Water Service | \$210.00 |
| Electric | \$360.00 |
| Snow Removal | \$300.00 |
| Lawn Care & Maintenance | \$300.00 |
| Building Maintenance | \$200.00 |
| TOTAL PROPOSED YEARLY BUDGET | \$5,145.00 |

TOTAL MONTHLY ASSESSMENT

UNIT NUMBER PERCENT OF OWNERSHIP MONTHLY ASSESSMENT

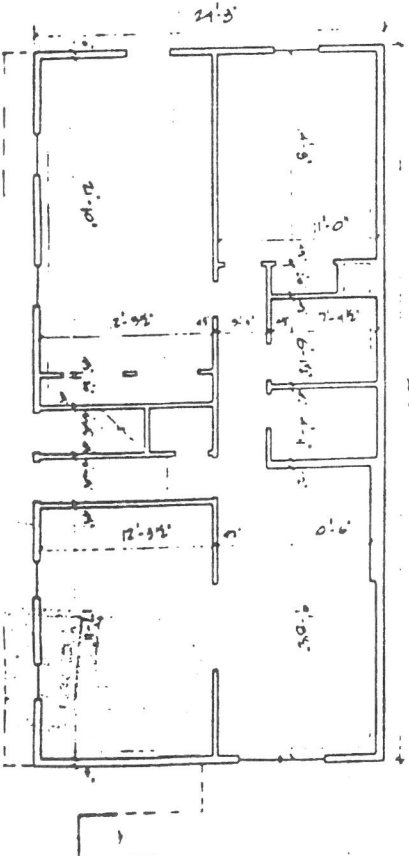
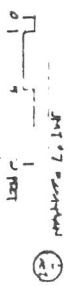
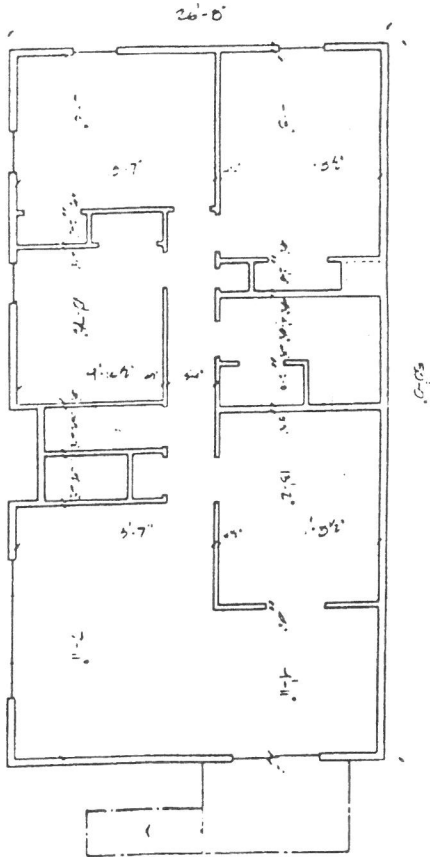
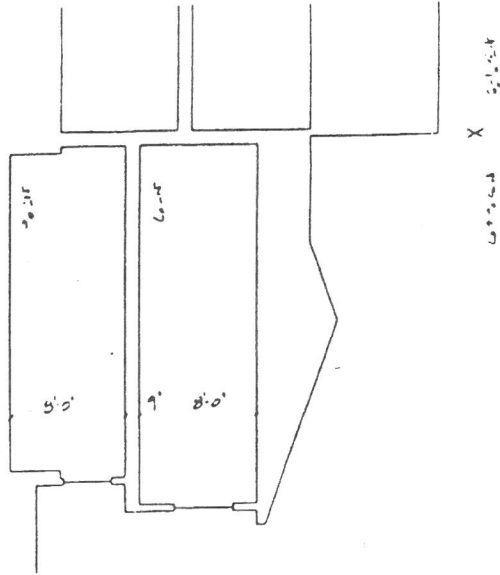
| | | |
|-------|-------|--------|
| 1 | 14.8% | 63.46 |
| 2 | 14.8% | 63.46 |
| 3 | 14.8% | 63.46 |
| 4 | 14.8% | 63.46 |
| 5 | 14.8% | 63.46 |
| 6 | 12.5% | 53.59 |
| 7 | 13.5% | 57.88 |
| <hr/> | | |
| TOTAL | 100% | 428.75 |

Each Unit has one (1) vote only

*This is an estimate only; the City of Waterbury should provide rubbish removal services.

EXHIBIT A-4a

| UNIT | OWNERSHIP AREA S.F. | PERCENT OF OWNERSHIP AREA | PERCENT OWNERSHIP OF COMMON AREA |
|-------|---------------------|---------------------------|----------------------------------|
| 1 | 1430 | 14.81 | 14.81 |
| 2 | 1430 | 14.81 | 14.81 |
| 3 | 1430 | 14.81 | 14.81 |
| 4 | 1430 | 14.81 | 14.81 |
| 5 | 1430 | 14.81 | 14.81 |
| 6 | 1700 | 17.51 | 17.51 |
| 7 | 1300 | 13.51 | 13.51 |
| TOTAL | 9650 S.F. | 100% | 100% |



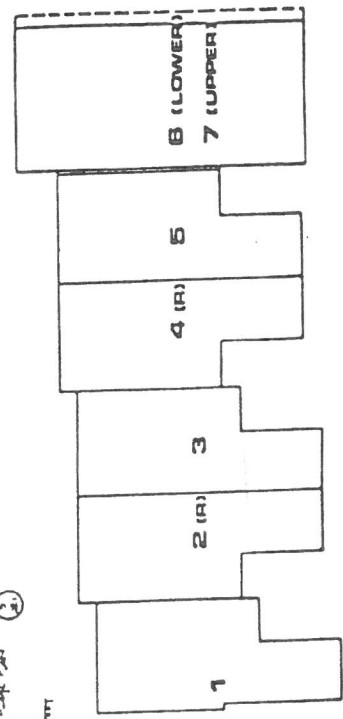
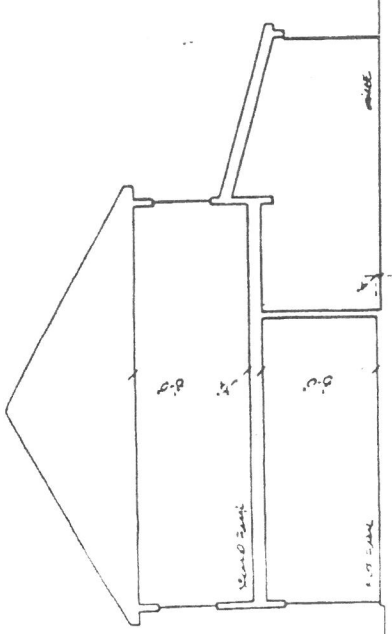
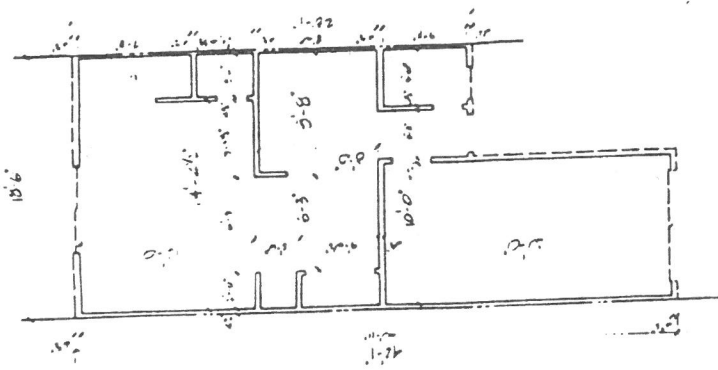
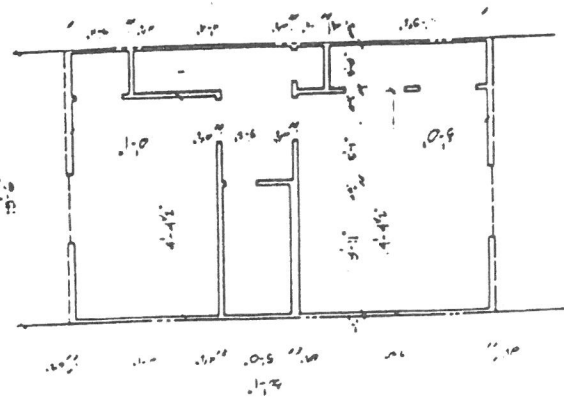
UNIT 16 PARTITION

UNIT 17 PARTITION

CRT/CADD ARCHITECTS

1000 ...

| | | | |
|--|--|--|--|
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| | | | |
| | | | |



- GENERAL NOTES:**
1. ALL UNIT DIMENSIONS ARE TAKEN FROM INSIDE FACE OF FINISH SURFACE TO INSIDE FACE OF FINISH SURFACE.
 2. ALL DIMENSIONS SHOWN ARE PROPOSED, NOT ACTUAL.
 3. LIMITED COMMON ELEMENTS INDICATED HAVE USE REFERRED TO UNIT DENYED.
 4. REFER TO BUILDING UNIT PLANS FOR INDIVIDUAL UNITS; REVERSE PLANS AS INDICATED AT BUILDING PLAN.

CERTIFICATION:

THE UNDERSIGNED, ROBERT W. WEEB, CERTIFY THAT THESE PLANS CONTAIN INFORMATION ACCORDING TO SECTION 47-220 OF THE COMMON INTEREST OWNERSHIP ACT.

LEGEND:

UNIT NUMBER

EXHIBIT A-5

Architect's Certificate

This Certificate is given with regard to the Plans entitled "Plan of 7 Unit Residential Condominium, Waterbury, Connecticut, Shirley Park Condominiums, dated _____, CRT/CADD Architects, 185 Burton Road, Beacon Falls, Connecticut" and is incorporated by reference in both.

I hereby certify that the above Plans contain all of the information required by Subsection 29(d) of the Common Interest Ownership Act.

Registered Architect
Registration No. _____

I hereby certify that the above Survey contains all of the information required by Subsection 29(b) of the Common Interest Ownership Act to the extent that any such information is not shown on the above plans.

Registered Engineer
Registration No. _____

EXHIBIT A-6

WARRANTY DEED (INDIVIDUAL)

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, MARK PELLETIER, TRUSTEE, of the City of Waterbury, County of New Haven, State of Connecticut, for the consideration of Dollars (\$) received to his full satisfaction of of the Town of , County of , State of , does give, grant, bargain, sell and confirm unto the said , and heirs and assigns forever,

That certain real property described as Unit No. of Shirley Park Condominiums, which is located in said Waterbury, Connecticut. Said Unit exists pursuant to a Declaration of Shirley Park Condominiums by Mark Pelletier, Trustee ("Declaration") dated May 4, 1988, and recorded on 1988, at Volume , Page of the Waterbury Land Records, reference thereto hereby being made.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations and easements contained in the Declaration as it may be amended or supplemented. The Grantee, by acceptance of this deed, hereby expressly assumes and agrees to be bound by and to comply with all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the By-Laws of the Association and Exhibits, as they may be amended or supplemented.

The above premises are also conveyed subject to:

1. Building lines, if established, and any and all provisions of any building zone ordinance enacted by the Town of Waterbury, and any and all provisions of any ordinance, municipal regulation, or public or private law.

2. Taxes due the City of Waterbury, including any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit Deed, which the Grantee assumes and agrees to pay as part of the consideration for this deed.

3. City Building Line - on Shirley Street, from Oak Hill Avenue to Ledgeside Avenue at fifteen (15) feet back from and parallel to the street lines, January 17, 1930 in Volume 1, Page 397 of the Waterbury Land Records.

4. Certificate of Assessment - Layout and grade - Shirley Street from Oak Hill Avenue to Ledgeside Avenue, January 17, 1930 in Volume 1, Pages 397-399, Edward Mascolo assessed benefits at \$1050.66. Work has not been reported completed.

TO HAVE AND TO HOLD THE the above granted and bargained premises, with the appurtenances thereof, unto him/her, the said Grantee, his/her heirs and assigns forever, to him/her and their own proper use and behoof.

EXHIBIT A-7

WARRANTY DEED (SURVIVORSHIP)

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that MARK PELLETIER, TRUSTEE, of the City of Waterbury, County of New Haven and State of Connecticut, for the consideration of Dollars (\$), received to my full satisfaction of , of the Town of , County of State of , do give, grant, bargain, sell and confirm unto the said, and unto the survivor of them, and unto such survivor's heirs and assigns forever,

That certain real property described as Unit No. of SHIRLEY PARK CONDOMINIUMS, which is located in said Waterbury, Connecticut. Said Unit exists pursuant to a Declaration of Shirley Park Condominiums by Mark Pelletier, Trustee ("Declaration") dated May 4 , 1988 and recorded 198__ , at Volume , Page of the Waterbury Land Records, reference thereto hereby being made.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations and easements contained in the Declaration as it may be amended or supplemented. The Grantees, by acceptance of this deed, hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the By-Laws of the Association and Exhibits, as they may be amended or supplemented.

The above premises are also conveyed subject to:

1. Building lines, if established, and any and all provisions of any building zone ordinance enacted by the Town of Waterbury, and any and all provisions of any ordinance, municipal regulation, or public or private law.
2. Taxes due the City of Waterbury, including any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit Deed, which the Grantees assume and agree to pay as part of the consideration for this deed.
3. City Building Line - on Shirley Street, from Oak Hill Avenue to Ledgeside Avenue at fifteen (15) feet back from and parallel to the street lines, January 17, 1930 in Volume 1, Page 397 of the Waterbury Land Records.
4. Certificate of Assessment - Layout and grade - Shirley Street from Oak Hill Avenue to Ledgeside Avenue, January 17, 1930 in Volume 1, Pages 397-399, Edward Mascolo assessed benefits at \$1050.66. Work has not been reported completed.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them, the said Grantees, and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their own proper use and behoof.

And also, the said Grantor, does for himself, his heirs and assigns, covenant with the said Grantees and with the survivor of them, and with such survivor's heirs and assigns, that at and until the ensealing of these presents, he is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and he has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above stated.

AND FURTHERMORE, the said Grantor does by these presents bind himself and his heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said Grantees, and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as above stated.

IN WITNESS WHEREOF, Mark Pelletier, Trustee, has hereunto set his hand and seal this day of , 198__.

Signed, Sealed and Delivered
in the presence of:

Mark Pelletier, Trustee

STATE OF CONNECTICUT)
) ss.: Waterbury
COUNTY OF NEW HAVEN)

Subscribed and sworn to before me, this day of 198__.

Notary Public
Commissioner of the Superior Court

EXHIBIT A-8

Description of Additional Land

All that certain piece or parcel of land, with all the improvements thereon, situated on the westerly side of Shirley Street in the said Town of Waterbury bounded and described as follows:

- NORTHERLY - 175.15 feet on land now or formerly of Edward Mascolo;
- EASTERLY - 50 feet on Shirley Street;
- SOUTHERLY - 180.26 feet on land of Mark A. Tierney et al;
- WESTERLY - 50.26 feet on land of Carlton R. Stevens and Eva Theroux, each in part.