

EXHIBIT G

BY-LAWS OF  
ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Introduction

These are the By-Laws of Aspetuck Village Condominium Association, Inc.

ARTICLE II

Board of Directors

Section 2.1 Number and Qualifications. (a) The affairs of the Condominium and the Association shall be governed by a Board of Directors consisting of no less than three (3) persons and no more than nine (9) persons, all of whom, excepting the members of the Board of Directors elected by the Declarant, shall be Unit Owners or spouses of Unit Owners if such spouses are residents of the Condominium. Should any Unit be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any officer or employee of such owner shall be eligible to serve as a Director. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, set the number of directorships and adopt specific procedures for conducting such elections, not inconsistent with these By-Laws or the corporation laws of the State of Connecticut.

(b) The terms of at least one third (1/3) of the members of the Board of Directors shall expire annually.

(c) When Unit Owners other than the Declarant own more than one-third of the Units in the Condominium, they shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Declarant shall elect not less than a majority of the members of the Board of Directors of the Association not later than three years after the date of the recording of the original Declaration, and, prior to the expiration of such three-year period, shall be entitled to elect not less than a majority of the members of the Board of Directors upon the happening of the earlier of the following two events: (1) Sale by Declarant of sixty (60%) percent of the Units in the Condominium, or (2) completion of seventy-five (75%) percent of the Units in the Condominium, with some such Units having been sold, but no more than six Units having been sold in the six-month period preceding the call for an election pursuant to subsection 2.1(d) hereof. All references in this subsection to "Units in the Condominium" shall mean the aggregate of the Units shown in the survey and plans filed with the original Declaration pursuant to section 47-71 of the Connecticut General Statutes and the Units shown in the survey and plans filed with any amendment to the Declaration covering additional

lands added to the condominium property, prior to the date on which the requisite proportion of Units is attained. The Declarant shall be entitled to designate not less than one member of the Board of Directors of the Association so long as it holds for sale in the ordinary course of business ten (10%) percent or more of the Units in such Condominium.

(d) At any time after Unit Owners other than the Declarant are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty nor more than forty days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

**Section 2.2 Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of Association and of the Condominium and shall do all such acts and things except as by law or by the Declaration, or by these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Determination of the Common Expenses required for the affairs of the Condominium and of the Association, including, without limitation, the operation and maintenance of the Property;
- (c) Assessment and collection of the Charges from the Unit Owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and real and personal property owned by the Association;
- (e) Adoption and amendment of Regulations covering the details of the operation, use and maintenance of the Property following Notice and Consent;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Purchasing or leasing or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Association;
- (h) Purchasing of Units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (i) Selling leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by, and subleasing Units leased by the Association or

its designee, corporate or otherwise, on behalf of all Unit Owners;

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners;

(k) Granting of licenses;

(l) Obtaining insurance pursuant to the provisions of Article VIII hereof;

(m) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with these By-Laws;

(n) Suing to enforce, or settling and compromising claims of Unit Owners with respect to Common Elements and property which the Association has the duty to maintain, repair, replace or restore, and other matters concerning the administration of the Condominium;

(o) Following Notice and Hearing, levy liquidated Special Charges against Unit Owners for violations of the requirements of the Condominium Instruments and the Regulations, provided no such charge shall exceed \$25.00 per such violation, together with additional actual damages, cost of collection and reasonable attorney's fees. Each day that such violation exists may be considered a separate violation;

(p) By resolution or permanent covenant, and to the extent permitted by law, delegate management functions to a master homeowner's association of owners of properties in the community in which the Property is located;

(q) Impose reasonable charges for preparation or recording of amendments to the Condominium Instruments, or for the issuance of reports, certificates, and documentation permitted by the Condominium Instruments or required by law, to the person requesting same;

(r) Without limits, but in pursuit of the foregoing powers, and the purposes for which the Association was created, to do any and all things lawfully permitted to be done by a corporation under the laws of the State of Connecticut, and a condominium association under the Condominium Act of 1976;

(s) Following Notice and Hearing; grant or withhold approval of any action which changes the exterior appearance of the Condominium, alters any portion of the Common Elements, or affects the structural, or mechanical integrity of a Building, its fixtures and appliances;

(t) Sue and be sued, and appear on behalf and for the benefit of all Unit Owners in any matter of common concern including class actions for the Unit Owners as a class, in and before any court, office, agency, board, commission or department of the state or any political subdivision, and appeal from any judgments, orders, decisions, or decrees rendered therein;

(u) To the extent desirable, create requirements for reasonable reserves for maintenance, repair and replacement of the Buildings and Common Elements, working capital, bad debts, depreciation, obsolescence, and designate and establish trust funds for the benefit of Unit Owners or the Association delegating thereto the collection and assessment powers permitted to the Association by law or covenant to hold and disburse the funds so collected.

**Section 2.3 Manager.** The Board of Directors may employ for the Condominium a Manager at the compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (l), and (m) of Section 2.2. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (n), (o), (p), (q), (r), (s), (t), and (u) of Section 2.2.

**Section 2.4 Removal of Members of the Board of Directors.** At any regular or special meeting of Unit Owners, any director may be removed with or without cause by a majority of the Unit Owners present and voting and a successor may then and there or thereafter be elected to fill the vacancy thus created. A director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting if he is present.

**Section 2.5 Vacancies.** Vacancies in the Board of Directors, caused by any reason other than the removal of a director by a vote of the Unit Owners, may be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum, and each person so elected shall be a director for the remainder of the term of the director so replaced, and until a successor shall be elected.

**Section 2.6 Organization Meeting.** The first meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the directors shall be present thereat.

**Section 2.7 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during the fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director by mail or telegraph, at least three (3) business days prior to the date named for such meeting.

**Section 2.8 Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days notice, notice to each

director to be given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may be called in like manner and on like notice on the written request of at least three (3) directors.

Section 2.9 Waiver of Notice. Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 2.10 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.11 Fidelity Bonds. To the extent reasonably available, the Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

Section 2.12 Compensation. No director shall receive any compensation from the Association for acting as such.

### ARTICLE III

#### Unit Owners

Section 3.1 Annual Meeting. An annual meeting of the Unit Ownership shall be held on the second Tuesday of October of each year, or at such time reasonably thereafter as may be adopted by resolution of the Board of Directors. At such meeting, the directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of these By-Laws. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the President.

Section 3.3 Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed by not less than twenty-five (25%) percent of Unit Owners and presented to the Secretary.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, except as provided in subsection 2.1(d), at least seven (7), but not more than fifty (50) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at such address of such Unit Owner as appears in the records of the Association. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. No business shall be transacted at a meeting except as stated in the notice. No notice need be given to Unit Owners who attend a meeting in person or who waive notice in writing executed and filed on the corporate records before or after the meeting. If all Unit Owners are present or consent thereto in writing, any business may be transacted.

Section 3.5 Mortgagee's Consent. Any business which requires consent by mortgagees may be conducted at any Unit Owner meeting prior to the receipt of such consent provided that any resolution adopted pursuant thereto shall be conditioned upon, and not become effective until the required consent has been obtained.

Section 3.6 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 inspectors of election (when required);
- (f) Election of members of the Board of Directors (when required);
- (g) Unfinished business; and
- (h) New Business.

Section 3.7 Voting. (a) When a vote or other action by Unit Owners requires a specific percentage, portion or fraction of Unit Owners, such percentage, portion or fraction shall mean, unless otherwise stated in the Condominium Instruments, such percentage, portion or fraction in the aggregate of such voting power equal to the percentage interest in the Common Elements shown on Exhibit F of the Declaration.

(b) If a Unit is owned by more than one person, such persons shall agree among themselves how a vote for such Unit shall be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire ownership interest of a Unit shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case the votes of such co-owners shall not be counted.

(c) A corporate Unit Owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific person by the Board of Directors or By-Laws of the owning corporation. A partnership Unit Owner's vote 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 directors may require reasonable evidence that a person voting on behalf of a corporate owner or partnership owner is qualified so to vote.

(d) A written proxy terminates eleven months after its date unless it specifies a shorter term or unless it limits its use to a particular meeting not yet held.

Section 3.8 Quorum. Except as otherwise provided in these By-Laws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at all meetings of the Unit Owners.

Section 3.9 Majority Vote. The vote of a Majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

#### ARTICLE IV

##### Officers

Section 4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors. Any two offices may be held by the same person, except the offices of President and Vice President, and the offices of President and Secretary. The office of Vice President may be vacant.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3 Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the

Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

**Section 4.4 President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all 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 may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 4.5 Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

**Section 4.6 Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he 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.

**Section 4.7 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 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 shall, in general, perform all the duties incident to the office of the treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board may designate. He may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association, or as fiduciary for others.

**Section 4.8 Agreements, Contracts, Deeds, Checks, etc.** 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.



ARTICLE V

Common Expenses, Common Charges and Special Charges

Section 5.1 Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall, from time to time, at least annually, and subject to Notice and Hearing, prepare a budget for the Association and determine the Common Charges and establish their due date. Notwithstanding the foregoing, during the twelve-month period following initial occupancy of the first Unit to be sold to a Unit Owner other than the Declarant, the common Charges set forth in the Public Offering Statement published by the declarant, cannot be increased by more than ten (10%) percent unless a majority of the Unit Owners other than the Declarant, voting at a meeting duly called for that purpose approves such increase.

Section 5.2 Common Expenses. The Common Expenses shall include:

- (a) The costs of maintaining and repairing the Common Elements and any real and personal property owned by the Association;
- (b) The costs of restoring or repairing the Condominium, to the extent provided in Article IX;
- (c) Such amounts as the Board of Directors deems proper for the operation of the Condominium and the Association, including without limitation an amount for a Common Expense working capital reserve, and sums necessary to make up any deficit in income from Common Charges in any prior year;
- (d) Expenses incurred in leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational or other facilities for the benefit of all Unit Owners;
- (e) Such amounts as may be required for the purchase or lease of any Unit to be acquired by the Association or its designee;
- (f) Premiums for insurance pertaining to the Condominium and the Association;
- (g) Any other costs and expenses in connection with the operation and administration of the Condominium and the Association designated as Common Expenses by the Board of Directors or by vote of the Unit Owners;
- (h) Such amounts as the Board of Directors deems proper for a reserve fund for replacements of capital improvements, which may be deposited in a trust fund for holding and disbursing amounts collected for such purposes; and
- (i) Any expense of the Association for the above purposes which is not an expense for a special service provided to a specific Unit, or Unit Owner, creating a Special Charge, shall be a common expense.

Section 5.3 Common Charges. The Common Expenses shall be assessed against all Units (and their owners) as Common Charges in proportion to their percentage interest in the Common Elements as shown on Exhibit E of the Declaration.

Section 5.4 Special Charges. Special Charges shall include:

- (a) The cost of collection of Charges, including reasonable attorneys fees;
- (b) Fines, penalties and liquidated Special Charges imposed against individual Unit Owners for breaches of Association Rules and Regulations;
- (c) Interest and late charges attributable to delinquent Charges;
- (d) The cost of providing Special Services;
- (e) The cost and expense to the Association of enforcing its rights under the Condominium Instruments and Regulations against individual Unit Owners, including reasonable attorneys fees; and
- (f) Other costs, expenses, fees and charges which are not Common Expenses and attributable to individual Units or Unit Owners and which are designated as Special Charges by the Board of Directors or by Vote of the Unit Owners.

Section 5.5 Lien for Special Charges. All sums charged to a Unit Owner as Special Charges, but unpaid, shall constitute a lien on such Unit Owner's Unit, pursuant to the Declaration, Article IX, Section 9.2 such lien to be in all respects equivalent to the lien for unpaid Common Charges created by Section 47-77 of the Condominium Act; except that the lien for Common Charges shall be prior to the lien for Special Charges. If there is more than one lien for Special Charges on the same Unit, all such liens for Special Charges shall be of equal priority.

Section 5.6 No Waiver of Liability. No Unit Owner may exempt himself from liability for Charges by waiver of the use or enjoyment of any part of the Property or by abandonment of his Unit.

Section 5.7 Non-Liability After Conveyance. No Unit Owner shall be liable for the payment of any Charges assessed against his Unit subsequent to a sale, transfer or other conveyance of all such Unit Owner's interest in such Unit.

Section 5.8 Successor's Liability. A person who acquires a Unit shall be liable for, and such Unit shall be subject to the lien for, any unpaid Charges against the Unit, but not in excess of the amount set forth as unpaid in a certificate provided under Section 5.10.

Section 5.9 Remedies. If any Charge is not paid when due, such Charge shall be delinquent and, together with interest and late charges as herein provided and cost of collection shall be a continuing lien on the Unit of the delinquent owner. Interest on delinquent Charges shall be established by the Board of

Directors, subject to Notice and Comment, at the highest rate not usurious, and shall accrue on the delinquent amount from the due date thereof until collected. The Board of Directors may by resolution, subject to Notice and Comment, establish late charges to defray the extra expenses and costs incurred by a Unit Owner's failure to pay Charges promptly. The Board of Directors shall attempt to recover such amounts by an action brought against such Unit Owner or by foreclosure of the lien, or the power to purchase such Unit at a foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto (other than for the election of Members of the Board of Directors), convey or otherwise deal with the same. A suit to recover a money judgment for delinquent amounts shall be maintainable without foreclosing or waiving the liens securing the same. Upon title to a Unit vesting in the heirs, successors, devisees, personal representatives and assigns of the owner, they shall become personally liable for the payment of such Charges assessed prior to such acquisition, except a mortgagee or other party acquiring title pursuant to foreclosure, or deed in lieu of foreclosure, shall not be liable for, and such property shall not be subject to, a lien for Charges assessed prior to the foreclosure. The party in whom such title vests shall not be relieved from liability for any Charges thereafter becoming due.

Section 5.10 Certificate of Payment of Assessments. The Board of Directors shall upon demand at any time furnish to any Unit Owner or mortgagee a certificate in writing signed by an officer of the Association, setting forth any Charges then due and unpaid. Such certificate shall be conclusive evidence of payment of any Charges not therein stated as being unpaid. Such certificate can be set forth in the statement provided by the Association upon resale of a unit, pursuant to Section 47-75a of the Condominium Act.

## ARTICLE VI

### Operation of the Property

Section 6.1 Abatement and Enjoinment of Violations by Unit Owners. The violation of any Regulation adopted by the Board of Directors, or the breach of any provision of a Condominium Instrument, shall give the Board of Directors the rights, subject to Notice and Hearing, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, 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 6.2 Maintenance and Repair.

(a) Except as provided in Article IX, all maintenance of and repairs to any Unit, ordinary or extraordinary, shall be made by and at the expense of the owner of such Unit. Each Unit Owner shall also be responsible for all damages to

any and all other Units and to the Common Elements, that his failure so to do may engender.

(c) Except as provided in Article IX, all maintenance of and structural repairs to the Limited Common Elements shall be performed by and at the expense of the owner of the Unit to which such Limited Common Elements are appurtenant.

(d) If a Unit Owner fails to keep a Limited Common Element or Unit for which he is responsible in a sightly and safe condition and in good repair, the Association may perform the necessary maintenance and repair as a Special Service and charge the cost thereof to such Unit Owner as a Special Charge.

**Section 6.3 Restrictions on Conduct and Use of Property.** In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions (which may be more specifically detailed in the Regulations):

(a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are designated and reasonably suited, and which are incidental to the use of the Units to which they are appurtenant.

(b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of law, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) No portion of a Unit (other than the entire Unit) may be rented and no tenants may be accommodated therein, under leases of less than six months.

(e) Any lease of a Unit shall be consistent with these By-Laws. The Board of Directors shall have the power, subject to Notice and Hearing to the Unit Owner, to terminate any tenancy, and bring summary proceedings to evict the tenant, in the event of failure by the tenant to perform any obligation in the Condominium Instruments and Regulations. Each tenant of a Unit shall be deemed to have attorned to the Association as landlord with respect to enforcement of any provision of the Condominium Instruments and Regulations, provided that no enforcement proceedings shall be undertaken against a tenant by the Association without prior notice to the Unit Owner, and a reasonable opportunity given to the Unit Owner to cure any default.

or to enforce the provision, before the Association will proceed with enforcement proceedings.

**Section 6.4 Additions, Alterations or Improvements.** Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements the cost of which are intended to be assessed as Common Charges and which will equal or exceed a sum equal to twenty-five (25%) percent of the operating budget then in effect, the making of such additions, alterations or improvements shall require approval by a Majority of Unit Owners and by mortgagees holding mortgages on seventy-five (75%) percent of the number of Units subject to mortgage. Any additions, alterations or improvements costing less than such sum may be voted by the Board of Directors. In either case, Notice and Comment shall be required.

**Section 6.5 Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. With respect to any such alteration, addition or improvement so improved, the Board of Directors may, at the Unit Owner's sole cost and expense, enter into such permit applications to any governmental agency as are requisite to the performance of such work, but the execution of any such application shall be made without incurring any liability on the part of any director of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to persons or damage to property arising therefrom. The provisions of this Section may be superseded in whole or in part by resolution of the Board of Directors and their administration may be assigned to a committee, subject to Notice and Comment. The provisions of this Section shall not apply to portions of the Condominium while owned by the Declarant.

Any Unit Owner making an alteration pursuant to this Section 6.5 shall, at his sole expense and prior to commencing the work: (i) provide for waivers of all mechanics' lien rights which may arise as a result of the alteration; (ii) provide certificates of insurance acceptable to the Board of Directors insuring against all losses commonly insured against which might arise out of the work, naming the Association as an additional insured; (iii) indemnify and hold the Association and the other Unit Owners harmless from the effect of the work; (iv) minimize the disturbance of other Unit Owners caused by the work; and (v) indemnify and hold the Association harmless from any costs, fees or expenses incurred or suffered by the Association in connection with said work by the Unit Owner or with the request made by the Unit Owner for consent, including, without limitation, the reasonable fees and charges of any attorneys, engineers, contractors, architects or similar professionals retained or consulted by the Association in connection therewith.

Subject to compliance with the provisions of the preceding paragraphs of this Section 6.5 a Unit Owner, at his sole expense, may alter a partition wall between

adjoining Units owned by him by creating an opening therein between such Units, provided that such alteration or condition does not adversely affect the support of any Unit or the strength, utility, effectiveness or structural integrity of any of the Common Elements, or wires, conduits, ducts, chutes, flues or other facilities which run through the affected wall and which furnish utility or other services to any other Units or to any of the Common Elements. Provided that the foregoing conditions have been met, the Board of Directors shall be deemed to have consented to such alteration unless the Board of Directors determines from the information contained in the written request for the Board of Directors' consent, that the proposed alteration would adversely affect the health, safety or quiet enjoyment of other Unit Owners or that any of the other conditions which such Unit Owner must satisfy hereunder have not been met. Upon completion of any alterations for a wall opening between Units as consented to by the Board of Directors, the affected Unit Owner, at his sole expense, shall produce and shall deliver to the Association a copy of "as built" plans and specifications for said alteration; thereafter, so long as such an opening exists, the affected Unit Owner shall have an easement to pass through the same between his Units. A Unit Owner may seal up any such opening and restore such wall to its original condition by the same procedure and by fulfilling all of the conditions for such restoration as are applicable to creating such opening pursuant to this Section 6.5.

Any expenses incurred by the Association hereunder may be collected as Special Charges.

**Section 6.6 Right of Access.** The Manager and any other person authorized by the Board of Directors or the Manager shall have the right of access to all portions of the Property for the purpose of inspection and correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs, and for the purpose of reading utility meters provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

**Section 6.7 Regulations.** Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Directors, subject to Notice and Comment or Notice and Hearing where required. Notice of such Regulations shall be given to each Unit Owner prior to the time when they shall become effective. Initial Regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Exhibit H but are not recorded on the land records.

## ARTICLE VII

### Mortgages

**Section 7.1 Notice to Board of Directors.** A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

Section 7.2 Notice of Unpaid Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Charges due from or any other default by, the owner of the mortgaged Unit.

Section 7.3 Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 7.4 Examination of Books. Each mortgagee of a Unit shall be permitted to examine the records and books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 7.5 Notice of Transfer. As a condition of sale, each Unit Owner selling his unit shall notify the Association of the name of his purchaser, prior to closing of title. A certificate of receipt of such notice signed by the manager shall be conclusive on the Association. No sale may be deemed final until thirty (30) days after closing, unless such certificate appears of record.

Section 7.6 Priority of Mortgages. No provision of the Condominium documents shall give a Unit Owner or any other party priority over any rights of first mortgagees pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of units or Common Elements or both.

#### ARTICLE VIII

##### Insurance

Section 8.1 Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in Sections 8.2, 8.3 and 8.4. Premiums for such insurance shall be Common Expenses.

Section 8.2 Physical Damage. all buildings and improvements (as defined in Subsection (e) hereof), and all of the personal property owned by the Association, shall be insured against risk of physical damage as follows:

(a) Amounts. As to real property, for an amount equal to not less than ninety (90%) percent of the replacement cost of such property subject to physical damage; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this Section, and at least annually thereafter, the Board of Directors shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

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

- (1) Fire and other perils normally covered by extended coverage;
- (2) Vandalism and malicious mischief;
- (3) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage for improvements under construction; and
- (4) Such other risks of physical damage as the Board of Directors may, from time to time, deem appropriate.

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

- (1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association, its directors and officers, and the Unit Owners;
- (2) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;
- (3) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Association;
- (5) Such deductible as to loss; and coinsurance features, as the Board of Directors in its sole judgment deems prudent and economical;
- (6) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees;
- (7) Provisions for identification of mortgages and for the allocation of their several interests to specific Units or other property;
- (8) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (10) hereof;
- (9) Adjustment of loss shall be made with the Board of Directors;
- (10) Proceeds for losses shall be payable to the Trustee;
- (11) The named insured shall be the Association.



(d) Evidence of Insurance. The insurer shall make arrangements for Certificates of Insurance for all mortgages and Unit Owners.

(e) Definition. As used in this Section, the term "buildings and improvements" shall include, without limitation, standard partition walls, fixtures and installations and replacements thereof as shown on such plans or other records as the Board of Directors may adopt for this purpose, but if not adopted, the plans appearing on file in the office of the Building Official of Enfield, and the insurance may exclude or limit the amount of insurance for fixtures, alterations, installations, or additions situated within a Unit and made or acquired at the expense of the Unit Owner of such Unit.

Section 8.3 Liability Insurance. The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Association, the Manager (at the discretion of the Board of Directors), and each Unit Owner with respect to their liability arising from ownership, maintenance or repair of the Property, including, without limitation, liability arising from construction operations (except as provided in (d) below). Such liability insurance shall also cover cross-liability claims among the insured parties. The Board of Directors shall review such limits at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

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

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

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Unit Owners, and the Association, its directors and officers; and

(d) No liability insurance need be provided for a Unit Owner with respect to this Unit and any Limited Common Elements used exclusively by him.

Section 8.4 Workmen's Compensation Insurance. The Board of Directors shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 8.5 Other Insurance. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

#### ARTICLE IX

#### Damage To or Destruction of Property

**Section 9.1. Duty to Repair or Restore.** Any portion of the Condominium damaged or destroyed shall be repaired or restored promptly by the Board of Directors, except as provided in Sections 9.4, 9.5 and 9.7.

**Section 9.2. Estimate of Cost.** Promptly after the damage or destruction and thereafter as it deems advisable, the Board of Directors shall obtain reliable and detailed estimates of the cost of repair or restoration. The Board of Directors may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

**Section 9.3. Collection of Construction Funds.** Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, and other funds received on account of or arising out of the damage or destruction.

(a) **Insurance Proceeds.** The Board of Directors shall adjust losses under physical damage insurance policies. Such losses shall be payable in accordance with Section 8.2(c)(10).

(b) **Assessment of Owners.** If insurance proceeds and funds described in subsection 9.3(d) are insufficient for the necessary repair and restoration to be done at the Association's cost, such deficiency shall be a Common Expense and the Board of Directors shall assess Common Charges therefor payable as specified in the resolution authorizing the same, which Common Charges shall be turned over by the Board of Directors to the Trustee.

(c) **Payments by Others.** All funds received on account of or arising out of such damage or destruction shall be turned over by the Board of Directors to the Trustee.

(d) **Condemnation Awards.** Condemnation awards shall be payable in accordance with Article XXII of the Declaration.

**Section 9.4. Plans and Specifications.** Any repair or restoration must be either substantially in accordance with the plans or other records adopted by the Board of Directors pursuant to Section 8.2(e), (and may also include additional improvements for which funds are made available), or according to plans and specifications approved by the Board of Directors and by a majority of the Unit Owners and the holders of first mortgages encumbering fifty-one (51%) percent of the Units subject to mortgages.

**Section 9.5. Units.** Damage to or destruction of improvements situated within a Unit shall be repaired or restored (except after a determination not to repair or restore pursuant to Section 9.7) as follows:

(a) **Construction Funds.**

- (1) To the extent that such damage or destruction is covered by insurance obtained pursuant to Article VIII or by a condemnation award not specifically allocated to a Unit Owner, the

proceeds of such insurance or award shall be made available for repair or restoration of the Unit;

- (2) To the extent that such damage or destruction is not covered by insurance obtained pursuant to Article VIII or by a condemnation award not specifically allocated to the Unit Owner, the Unit Owner shall be responsible for the cost of repair and restoration;

(b) Performance of Work and Payment.

- (1) If there is no damage or destruction of Common Elements, or if the combined damage to or destruction of all affected Units and Common Elements does not exceed \$10,000, the repair or restoration of each Unit shall be affected by its Unit Owner.
- (2) If there is damage to or destruction of Common Elements and the combined damage to or destruction of all affected Units and Common Elements exceeds \$10,000, the repair or restoration of the Common Elements and Units shall be effected by the Board of Directors, to the extent that construction funds as described in Subsection 9.5(a)(1) are available and to the extent that the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Board of Directors such sum as is necessary, according to the estimate of cost described in Section 9.2, to cover any part of the cost of repair or restoration which is not covered by insurance obtained pursuant to Article VIII, which may be collected as a Special Charge.

(c) Deductibles. To the extent that there is a shortage of funds resulting from a provision for deductibles in the insurance obtained pursuant to Article VIII, each affected Unit Owner may be required to contribute not more than \$250 toward such shortage. The balance of such shortage, if any, after deduction of such required contributions shall be assessed against all Unit Owners as a Common Expense.

(d) Shortages in Condemnation Awards. Shortages resulting from an insufficiency in any condemnation awards which are not specifically allocated to a Unit Owner shall be assessed against all Unit Owners as a Common Expense.

(e) Allocation of Construction Funds. In the event any insurance proceeds received by the Association with respect to a loss are not specifically allocated to individual Units or between Units and Common Elements, the share of such proceeds attributable to any specific Unit shall be equal to a fraction, the numerator of which shall be the estimated cost of repair of the covered damage to such unit and the denominator of which shall be the total estimated cost of the repair or restoration of all damage or destruction covered by the insurance.

Section 9.6 Disbursement of Construction Funds. The Trustee, as defined in Section 9.9 shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties, and shall disburse the balance

in the following manner:

(a) Damage or Destruction not Exceeding \$10,000. In the event of damage or destruction which is the responsibility of the Board of Directors to insure, not exceeding \$10,000, and upon receipt of proper certification of such fact from the Board of Directors, the Trustee shall deliver such balance to the Board of Directors, and the Board of Directors shall thereupon administer said balance in the same manner as required of the Trustee pursuant to this Article;

(b) Damage or Destruction Exceeding \$10,000. In the event of damage or destruction which is the responsibility of the Board of Directors to insure exceeding \$10,000, the Trustee shall apply such balance to pay directly, or to reimburse the Board of Directors for the payment for, the costs of such repair or restoration including the cost of temporary repairs for the protection of the Property pending the completion of permanent repairs and restoration, upon written request of the Board of Directors in accordance with Section 9.8(a), and if an architect has been retained by the Board of Directors, upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily;

(c) Contributions by Unit Owners. The Board of Directors shall maintain a separate account as to each Unit Owner with respect to payments by him pursuant to Sections 9.5(a)(2), 9.5(b) and 9.5(c), and expenditures of such payments. General expenses of administration, such as deductions by the Trustee for its costs, expenses and fees, shall be charged against the construction fund and against Unit Owners' payments pursuant to Section 9.5(a)(2), 9.5(b) and 9.5(c), in proportion to the amount paid by each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners, and their mortgagees as their interests may appear;

(d) Surplus Funds. If, after payment of all repairs and restoration, and the refund of any excess payments pursuant to Subsection (c) of this Section, there remains any surplus fund, such fund shall be paid to Unit Owners in proportion to their contributions resulting from assessments levied against them pursuant to Section 9.3(b) or 9.5(b); provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Board of Directors and shall be part of the general income of the Association.

Section 9.7 Determination not to Repair or Restore. If the Condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the Unit Owners and the holders of mortgage liens affecting at least three-quarters of the Units, or such other number as may at that time be specified by the Condominium Act, vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the Unit Owners, and each Unit Owner shall own that percentage of the undivided interest in common as he previously owned in the Common Elements. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner of the Property; and the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the

Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.

Section 9.8 Certificates. The Trustee may rely on the following certifications:

(a) By the Board of Directors. The Board of Directors shall certify to the Trustee in writing as to the following matters:

- (1) Whether or not damaged or destroyed property is to be repaired or restored;
- (2) Whether or not, in the opinion of the Board of Directors, the cost of repair or restoration may exceed \$10,000;
- (3) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

(b) By Attorneys. The Board of Directors shall furnish the Trustee, in the event that any payments are to be made to owners or mortgagees, with an Attorney's Certificate of Title or Title Insurance Policy based on a search of the Land Records from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 9.9 Trustee. The Board of Directors shall enter into and keep in force a trust agreement with a bank in the State of Connecticut with trust powers to receive, administer and disburse funds pursuant to this Article. Such trust agreement shall incorporate the Declaration and By-Laws by reference and shall provide that upon termination thereof, all monies or funds held by the Trustee shall be turned over only to a successor trustee which shall also be a bank in the State of Connecticut with trust powers designated Trustee pursuant to this Article. No amendment of the Declaration or of these By-Laws shall be binding on the Trustee until the Trustee receives notice of such amendment.

#### ARTICLE X

##### Limitations of Liability; Indemnification

Section 10.1 Tort Liability. The Unit Owners and the Association shall each be deemed to have released and exonerated each other from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by any such party.

Section 10.2 Contracts. No Unit Owner and no Director or officer of the Association shall have any personal liability to the other contracting party under any contract made by any of them on behalf of the Association, except for the obligation of Unit Owners to pay Common Charges lawfully assessed.

Section 10.3 Indemnification. The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454a of Chapter 600 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof). The Board of Directors may obtain insurance covering such liability and indemnification and the premiums for such insurance shall be a Common Expense.

#### ARTICLE XI

##### Records

Section 11.1 Records and Audits. The Association shall maintain accounting records according to generally accepted accounting practices. Such records shall include: (1) A record of all receipts and expenditures; (2) an account for each Unit which shall designate the name and address of each Unit Owner, the amount of each Common Charge, the dates on which the Common Charge comes due, the amounts paid on account, and the balance due; (3) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements; (4) an accurate account of the current balance in the reserve for replacement and for emergency repairs. After the Declarant relinquishes control of the Association pursuant to subsection (d) of Section 47-74a of the Connecticut General Statutes, on the written petition of Unit Owners of not less than twenty-five (25%) percent of the Units then completed, the Association shall cause to be made a certified audit by an independent certified public accountant, but not more than once in any consecutive twelve-month period; provided the cost of the audit shall be a Common Expense.

#### ARTICLE XII

##### Rights to Notice and Comment and Notice and Hearing

Section 12.1 Right to Notice and Comment. Unit Owners have the right to receive notice of certain actions proposed to be taken by the Board of Directors or by Committees and the right to comment orally or in writing on the proposed action, where the By-Laws, Rules and Regulations or Resolutions provide for Notice and Comment. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting. Notice shall be given to each Unit Owner having such rights hereunder in writing and shall be delivered personally or by mail at such address of such Unit Owner as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated throughout the Property. Unless a specific requirement for the time of notice is provided elsewhere, such notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 12.2 Right to Notice and Hearing. Unit Owners have the right to receive notice of certain actions proposed to be taken by the Board of Directors or by Committees, and the right to be heard at a formally constituted meeting,

where the By-Laws, Rules and Regulations or resolution provide for Notice and Hearing. "The notice of the meeting shall describe the proposed action and shall be given in the same manner as provided for in Section 12.1. Notice and Hearing shall be provided by the party proposing to take the action, such as the Board of Directors, an officer, a Committee or the Manager. At the meeting, 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 or procedure established by the party subject to reasonable rules or 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 12.3 Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall thereupon conduct a hearing, giving the same notice and observing the same procedures as were required for the original meeting.

#### ARTICLE XIII

##### Open Meetings

Section 13.1 Access. All meetings of the Board of Directors and of Committees at which action is to be taken by vote of such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 13.2 Notice. Notice of every such meeting shall be given not less than 24 hours prior to the time set for such meeting, but posting such notice in a conspicuous location in the Condominium, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 13.3 Executive Sessions. Meetings may be held in Executive Session, without giving notice and without the requirement that they be open to the Unit Owners provided that no action is taken at such sessions requiring the affirmative vote of the meeting.

#### ARTICLE XIV

##### Miscellaneous

Section 14.1 Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the Manager, or if there be no Manager, to the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to

all Unit Owners and to all mortgagees of Units. Except as otherwise provided, all notices to any Unit Owner shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

**Section 14.2 Fiscal Year.** The Board of Directors shall establish the Fiscal Year of the Association.

**Section 14.3 Waiver.** No restriction, condition, obligation, or provision contained in these By-Laws 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 14.4 Office.** The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.

**Section 14.5 Declaration.** The provisions of the Condominium Declaration made by Wellsville Associates (of which these By-Laws are a schedule) as it may be amended or supplemented from time to time, are incorporated herein by reference, as if fully set forth herein.

#### ARTICLE XV

##### Amendments to By-Laws

**Section 15.1 Amendments to By-Laws.** These By-Laws shall be amended only by vote of a majority of the Unit Owners; at any meeting of the Association duly called for such purposes, following written notice to all Unit Owners and to their mortgagees appearing on the records of the Association, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, liability for Common Elements appertaining thereto, the Limited Common Elements appertaining thereto, the liability for Common Expenses or appertaining thereto, the rights to Common Profits appertaining thereto, the number of votes in the Association appertaining thereto, or the right pursuant to Section 6.5 to create or use an opening in or to restore a partition wall, such amendments shall require the affirmative vote of seventy-five (75%) percent of the Unit Owners and shall, in addition, require the consent of the mortgagees of at least seventy-five (75%) percent of the Units subject to mortgage and the consent of the owners of the Units directly affected. Notwithstanding the foregoing, no amendment which diminishes any rights reserved to the Declarant shall be adopted without the consent of the Declarant. No amendment shall be of legal effect until set forth in an amendment to the Declaration and such amendment is recorded in the Land Records of New Milford.

Certified to be the By-Laws adopted at the Organization Meeting of the Corporation held on December 10, 1981.

*Ellen Breslin*  
Secretary