

**Declaration**  
**of**  
**Playhouse Corner**  
**an**  
**Office/ Retail Condominium**  
**Southbury, Connecticut**

## DECLARATION OF PLAYHOUSE CORNER

**G. THOMAS NETTLETON**, of the Town of Woodbury, County of Litchfield and State of Connecticut, does hereby submit the land which is described in Exhibit A, which is attached hereto and made a part hereof, together with all the buildings and other improvements now or hereafter located or constructed thereon, to the provisions of the Common Interest Ownership Act of the State of Connecticut for the purpose of creating a condominium to be known as "PLAYHOUSE CORNER." Pursuant to the provisions of Section 47-215(a)(1) of said Act, the entire Common Interest Ownership Act of the State of Connecticut (Chapter 828 of the Connecticut General Statutes) is made applicable to this Condominium.

### ARTICLE 1 DEFINITIONS

For all purposes of this Declaration, the following terms shall have the meanings set forth below:

A. **Act**: The term "Act" shall mean the Common Interest Ownership Act, being Chapter 828 (Sections 47-200 et seq) of the Connecticut General Statutes, as the same may be amended to the extent such amendments are applicable to the Condominium.

B. **Allocated Interests**: The term "Allocated Interests" shall mean the undivided interest in the Common Elements, the Common Expense liability and votes in the Association, allocated to the Units in the Condominium, all as set forth in Article IX hereof.

C. **Association**: The term "Association" shall mean Playhouse Corner Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut, constituting the Association of Unit Owners referred to in the Act.

D. **Bylaws**: The term "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

E. **Common Elements**: The term "Common Elements" shall mean all portions of the Condominium (including Limited Common Elements), other than the Units.

F. **Common Expenses**: The term "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserve, including without limitation, expenses of administration, maintenance, expense repair or replacement of the Common Elements; expenses declared to be Common Expenses by or under the provisions of this Declaration or the Bylaws or under the Act; expenses agreed upon as Common Expenses by the Association; and such reserves as may be established by the Association for repair, replacement or addition to the Common Elements or other property of the Association.

G. **Condominium**: The term "Condominium" shall mean the common interest community created by the submission of the Property to the Act.

H. **Declarant**: The term "Declarant" shall mean G. Thomas Nettleton, or his successors and assigns as defined in the Act.

I. **Declaration**: The term "Declaration" shall mean this document, as it may from time to time be amended.

J. **Development Rights**: The term "Development Rights" shall mean the rights reserved by the Declarant in Article VIII of this Declaration to create Units, Common Elements or Limited Common Elements within the Condominium.

K. **Director**: The term "Director" as used herein shall mean a member of the Executive Board.

L. **Eligible Mortgagee**: The term "Eligible Mortgagee" shall mean a mortgagee described in Article XVIII of the Declaration.

M. **Executive Board**: The term "Executive Board" shall mean the Directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes, as amended to date.

N. **Improvements**: The term "Improvements" shall mean any buildings, improvements or facilities constructed or to be constructed in or on the Property.

O. **Limited Common Elements**: The term "Limited Common Elements" shall mean those portions of the Common Elements allocated pursuant to this Declaration as reserved for the exclusive use of one or more but fewer than all of the Units.

P. **Majority or Majority of Unit Owners**: The owners of more than fifty percent (50%) of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners or any specified class thereof, unless otherwise stated, mean such percentage, portion or fraction in the aggregate of such portion of such Votes of the Unit Owners or the Unit Owners in the specified class, as the case may be.

Q. **Person**: The term "Person" shall mean an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or any other legal entity.

R. **Plans**: The term "Plans" shall mean the plans filed with this Declaration entitled "Playhouse Corner, Corner Rte. 6-67 & Rte. 823 Southbury, CT, G. Thomas Nettleton, Developer", dated September 25, 1989, Sheets 1 through 4, by Atelier Associates, Architects and Planners, P.C., 961 Hillside Avenue, Waterbury, Connecticut 06710, as the same may be amended in accordance with this Declaration and/or the Act.

S. **Property**: The term "Property" shall mean that certain piece or parcel of land situated in the Town of Southbury, County of New Haven, and State of Connecticut, as described in Exhibit A and

being shown and designated on the Survey, together with any and all Improvements situated thereon or appertaining thereto.

T. **Rules and Regulations**: The term "Rules and Regulations" shall mean rules and regulations for the use of the Common Elements and Units of the Condominium made and promulgated by the Executive Board pursuant to the Bylaws.

U. **Security Interest**: The term "Security Interest" shall mean 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, deeds of trust, trust deeds, a security deed, contract for deed, land sale's contract, Lease intended as security, assignment of a lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title a retention contract intended as security for an obligation.

V. **Special Declarant Rights**: The term "Special Declarant Rights" as used herein shall mean the rights reserved for the benefit of the Declarant to complete Improvements indicated on the Survey and Plans filed with this Declaration, and to any Development Right reserved hereunder. In addition, "Special Declarant Rights" shall mean the right reserved for the benefit of the Declarant to maintain a sales office, management office and/or signs or displays advertising the Condominium; the right to use easements through the Common Elements for the purpose of making improvements within the Condominium and/or to appoint or remove any officer of the Association or member of the Executive Board during any period of Declarant's control.

W. **Survey**: The term "Survey" shall mean the survey filed simultaneously with this Declaration entitled "Southbury Playhouse As Built Map - Parcel B Prepared for G. THOMAS NETTLETON Oak Tree Road Route 6 Southbury, Connecticut," dated May 26, 1989, Last Revised 7/5/89, Scale 1" = 50', by Design Development Group, Inc. Consulting Engineers - Land Surveyors Meriden, CT, as the same may be amended in accordance with this Declaration and/or the Act.

X. **Unit**: The term "Unit" shall mean the physical portion of the' Condominium designated for separate ownership in a fee simple, the boundaries of which are described in Article IV of this Declaration.

Y. **Unit Owner**: The term "Unit Owner" shall mean' the Declarant or other person or persons who own fee simple to a Unit created by this Declaration, but shall not include any Person having a security interest in a Unit.

Z. **Votes**: The term "Votes" shall mean the votes allocated to each Unit pursuant to this Declaration.

**ARTICLE II**  
**NAME AND TYPE OF COMMON INTEREST**  
**COMMUNITY AND ASSOCIATION**

A. **Common Interest Community**: The Common Interest Community created under this Declaration shall be a condominium and shall bear the name "PLAYHOUSE CORNER".

B. **Association**: The name of the Association shall be "Playhouse Corner Association, Inc.", a non-stock corporation organized and existing under the laws of the State of Connecticut.

**ARTICLE III**  
**DESCRIPTION OF LAND**

The entire Condominium is situated in the Town of Southbury, County of New Haven and State of Connecticut. A legal description of the land constituting the Condominium is set forth in Exhibit A, annexed hereto and made a part hereof.

**ARTICLE IV**  
**NUMBER AND IDENTIFICATION OF UNITS; BOUNDARIES**

A. **Number and Identification of Units**: Units in the Condominium are of two (2) types, Office/Retail Units and basement storage Units, as designated in Exhibit B which is attached hereto and made a part hereof. As initially created the Condominium consists of twenty-one (21) Office/Retail Units, eleven (11) basement storage Units all located in one building hereinafter referred to as the "Main Building" and a 2-story wood framed Office/Retail Unit (Total of thirty three (33) Units). All Units are identified by Unit number and are located as shown on the Survey and Plan.

B. **Boundaries**: The boundaries of each unit created by this Declaration are shown on the Survey and Plans and are described as follows:

(1) **Upper Boundary**: As to the Main Building, the horizontal plane or sloping plane or planes of the underside of the roof structure of the building, in the case of Units on the top story of a building, and the underside of the floor structure of the next floor, in the case of other Units, that is located within the vertical perimeter boundaries of a particular Unit extended to an intersection with such vertical perimeter boundaries is the upper boundary of each Unit created by this Declaration. As to Unit No. 100, such Upper Boundary will be the underside of the roof structure.

(2) **Lower Boundary**: The horizontal plane established by the undecorated or unfinished surface of the floor of a Unit located within the vertical perimeter boundaries of a Unit extended to an intersection with such vertical perimeter boundaries is the lower boundary of each unit created by this Declaration, except that for Unit No. 100, such Lower Boundary will be the unfinished basement floor.

(3) **Vertical Perimeter Boundaries**: The vertical perimeter boundaries of each Unit created by this Declarations are the perimeter walls, trim, window glass and doors leading from the Unit All lath, furring, wallboards, plaster boards, plaster, paneling, tiles, wallpaper, paint and any other material constituting any part of the finished surfaced surfaces of the perimeter walls and trim

are part of the Unit and all other portions of the perimeter walls of the Unit are part of the Common Elements.

(4) **Inclusions**: (a) Each Unit shall include the spaces and Improvements lying within the boundaries described in Sections B(1), (2) and (3) above, and shall also include all electrical switches, wiring, pipes, ducts, conduits and television, telephone and electrical receptacles and light fixtures and boxes serving that Unit exclusively that are situated in the perimeter walls of the Unit served.

(B) Although constituting a boundary of a Unit, window and door glass, window and door screens and doors providing access to the outside of a Unit are a part of the Unit.

(5) **Exclusions**: Except when specifically included by other provisions of this section B, the following are excluded from each Unit:

(a) The spaces and Improvements lying outside of the boundaries described in Sections B(1), (2) and (3) above;

(b) All chutes, pipes, flues, ducts, wires, conduits and other facilities running through any Unit for the purpose of furnishing utility and similar services to other Units and Common Elements; and

(c) Any and all roof joists, bearing walls, bearing columns and other components of a building that provide structural support for the building are part of the Common Elements and not part of a Unit.

(d) Any and all roof joists, bearing walls, bearing columns and other components of a building that provide structural support for the building are a part of the Common Elements and not part of a Unit.

(6) **Inconsistency with Survey and/or Plans**: if this definition is inconsistent with the Survey and/or Plans, then this definition shall control.



**ARTICLE V**  
**LIMITED COMMON AREAS**

A. **Limited Common Elements**: The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated, the right of use of which is reserved as appurtenance to the Unit or Units indicated:

1. If any chute, flue, duct, pipe, fuel storage container, vent, fan, compressor, air-conditioner, air-handier, wire, conduit, bearing wall, bearing column or any other fixture lies within or 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 the Unit served, and any portion thereof serving more than one Unit or any portion thereof serving the Common Elements is a part of the Common Elements.
2. Notwithstanding provisions herein to the contrary, any air-handlers located in the basements units which service both the basement unit and the first floor office/retail unit immediately above a said basement unit are a Limited Common Element.

**ARTICLE VI**  
**MAINTENANCE, REPAIR AND REPLACEMENT**

A. **Common Elements**: Accept and to the extent that portions of the Limited Common Elements are required by this Declaration to be maintained, repaired or replaced by the Unit Owners, the Association will maintain, repair and replace all of the Common Elements.

B. **Units**: Each Unit Owner will maintain, repair and replace, at his own expense, all portions of his Unit, accept and to the extent portions thereof are required by this Declaration to be maintained, repaired or replaced by the Association.

C. **Limited Common Elements**: The maintenance, repair and replacement (other than that required as a result of an insured casualty) of any flue, duct, pipe, wire, conduit or other utility service or facility that is a Limited Common Element allocated to one or more Unit is the responsibility of the owner(s) of the Unit(s) to which they are allocated. If same are allocated to more than one Unit, the Unit Owners shall be jointly responsible.

D. **Access**: Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, 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 or not the Unit Owner is present at the time.

E. **Repairs Resulting From Negligence**: Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his failure to maintain, repair or make replacements to his Unit except to the extent that there is insurance coverage for such damages and the insurance carrier has waived or does not have subrogation rights against such Unit Owner.

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.

F. **Default in Maintenance, Repair and Replacement Obligation**: If any Unit Owner shall default in the fulfillment of his obligations with respect to the maintenance, repair or replacement of Limited Common Elements allocated to his Unit or of his Unit or any portion thereof, the Association may after notice and a hearing pursuant to Section B of Article XXIV hereof, cause the necessary maintenance, repair or replacement to be done and assess the cost thereof against the Unit or Units of the defaulting Unit Owner or Unit Owners.

**ARTICLE VII**  
**SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS**

Portions of the Common Elements may be subsequently allocated as Limited Common Elements pursuant to the Special Declarant Rights reserved to the Declarant in this Declaration.

**ARTICLE VIII**  
**SPECIAL DECLARANT RIGHTS**

A. **Special Declarant Rights**: The Declarant reserves for itself, its successors and assigns, the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere in the Condominium:

(1) To construct, install and maintain, utility lines, pipes, wire, ducts and conduits under and across the real property that is part of the Property (whether the same be part of the Common Elements or any Limited Common Element) and the right to connect into and utilize any duct, wire, conduit, sanitary service line, drainage line, water service line, gas service line or other utility service or facility that may from time to time exist on the Property that is outside of a Unit, all for the purpose of servicing buildings. Improvements and installations that may be constructed or installed on any portion of the Property, provided the service or facility that is connected into or utilized is of sufficient capacity to service all Units and buildings which are to utilize same. If any Common Element is disturbed by the exercise of these rights, Declarant shall promptly restore the same. Further, the Declarant reserves for itself and its successors and assigns the right to grant easements to public utility companies or to the Town of Southbury and to convey Improvements within such easements anywhere in the Condominium for the above-mentioned purposes.

(2) To complete Improvements within or to comprise Units, Common Elements and Limited Common Elements created by the Declarant;

(3) To exercise any Development Right reserved in this Declaration;

(4) To conduct sales activities and to promote sales of Units in the Condominium and maintain signs and displays for those purposes;

(5) The right for itself and its duly authorized agents, representatives and employees to maintain (a) a sales office in any one (1) Unit owned by it and (b) a model Unit for sales purposes in any other one (1) Unit owned by it and until it no longer owns any Units for sale in the ordinary course of business. If any such sales office or model Unit is sold any other Unit or Units owned by Declarant may be used for such purposes.

(6) To use easements through the Common Elements for the purpose of making Improvements within the Condominium;

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

**B. Construction: Declarant's Easement:** The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials' insecure 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 purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

**C. 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 Condominium 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.

**D. Declarant Control of the Association:**

(1) Subject to Subsection (2): There will 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 Executive Board. The period of Declarant control terminates no later than the earlier of: (a) sixty (60) days after conveyance to Unit Owners other than a Declarant of sixty percent (60%) of the Units that may be created; (b) two (2) years after the Declarant has ceased to offer Units for

sale in the ordinary course of business. The 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.

(2) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board will be elected by Unit Owners other than the Declarant.

(3) Except as otherwise provided above in Subsection D (2), not later than the termination of any period of Declarant control of the Association the Unit Owners will elect an Executive Board of at least three (3) members, at least a majority of whom will be Unit Owners. The Executive Board will elect the officers. The Executive Board members and officers will take office upon election.

(4) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) 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.

E. **Limitations on Special Declarant Rights:** Subject to the provisions of Section D of this Article VIII regarding Declarant control of the Association and unless sooner terminated by a recorded instrument executed by the Declarant, Special Declarant Rights may be exercised by the Declarant for a period of ten (10) years after the recording of this Declaration.

## **ARTICLE IX**

### **ALLOCATED INTERESTS**

A. **Allocation of Interests:** The Allocated interests of each Unit created by the initial recording of this Declaration are shown on the table attached hereto as Exhibit B. These interests have been allocated in accordance with the formulas set out in Section B of this Article IX. If any Unit is added to the Condominium the Allocated Interests of such Unit and all other Units then part of the

Condominium will be determined in accordance with such formula and will be set forth on a Revised Exhibit B to be included in the amendment to this Declaration made in connection with the addition of such Unit.

B. **Formula for the Allocation of Interests**: The interests allocated to each Unit are calculated as follows:

- (1) **Undivided Interests in the Common Elements**. The percentage of undivided interest in the Common Elements is allocated so that basement storage Units as a class will have ten percent (10%) thereof and so that Office/Retail Units as a class will have ninety percent (90%) thereof, with the percentage of undivided interest in the Common Elements of each Unit of a class being equal to the percentage of the floor area of all the Units of the class that is represented by the floor area of each Unit of the class.
- (2) **Liability for Common Expenses**. The percentage of liability for Common Expenses is allocated so that basement storage Units as a class will have ten percent (10%) thereof and so that Office/Retail Units as a class will have ninety (90%) thereof, with the percentage of liability for Common Expenses of each Unit of a class being equal to the percentage of the floor area of all the Units of the class that is represented by the floor area of each Unit of the class.
- (3) **Votes**. The Vote in the Association is allocated so that basement storage Units as a class will have ten percent (10%) thereof and so that Office/Retail Units as a class will have ninety percent (90%) thereof, with the Vote for each Unit of a class being equal to that decimal fraction of the integer one that is determined by dividing the floor area of each Unit of the class by the floor area of all the Units of the class and rounding the result to four decimal places.

C. **Definition of "Floor Area"**: As used in this Article IX the "floor area" of a Unit is the total square footage (rounded to the nearest whole number) included within the vertical perimeter boundaries of a Unit as shown on the Plans measured at the elevation of each floor or story contained within the Unit. As an illustration, if a Unit includes a first floor and a second floor the square footage included with the vertical perimeter boundaries at the elevation of the first floor plus that

included at the elevation of the second floor is the "floor area" of that Unit. Provided, however, the basement area of Unit #100 shall not be included as "floor area".

**ARTICLE X**  
**RESTRICTIONS ON USE AND OCCUPANCY**

A. **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:

(1) Each Unit is restricted to use for non-residential purposes consistent with applicable zoning regulations and approvals with the exception that each basement storage Unit is further restricted to use solely as a storage facility of professional and/or general business materials and supplies specifically excluding, however, the storage of any materials or and quantity of materials which would create any significant hazard of increased risk of fire.

(2) The on-site disposal system of each Unit is designed solely for domestic waste as defined by the Connecticut Department of Health Services and the disposal of any and all hazardous waste must be handled in strict compliance with the Connecticut Department of Environmental Protection regulations as well as other applicable laws, ordinances and regulations.

(3) Parking areas and loading areas as shown on the Survey as it may be amended shall be utilized as such Unit Owners, tenants of the Condominium, and customers, employees and invitees.

(4) The use of Common Elements is subject to the Bylaws and the Rules and Regulations of the Association.

**ARTICLE XI**  
**EASEMENTS**

A **General**: All easements and licenses to which the Condominium is subject and which are appurtenant to the Condominium are listed in Exhibit A to this Declaration, except that basement storage Units shall be subject to easements as set forth in Section C, below.

B. **Units**: Each Unit shall have as an appurtenance the following:

(1) An exclusive easement for the use of the space occupied by the Unit which is not part of the Unit and an easement for support of the Unit; and

(2) An easement in common with other Unit Owners and the Declarant to utilize portions of the Common Elements and improvements thereon or therein for the purposes for which they are designed to be used.

C. **First Floor Units in Main Building**: Each Unit located on the first floor of the Main Building shall have as an appurtenance an easement in the basement storage Unit directly beneath such first floor Unit to utilize space for air handlers, plumbing, ventilation, electrical and other support equipment, and an easement for the replacement and maintenance of such equipment.

## ARTICLE XII

### REALLOCATION AND ALLOCATION OF LIMITED COMMON ELEMENTS

A. **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 VIII of the Declaration. The allocation shall be by amendment to the Declaration.

B. **Reallocation of Previously Allocated Limited Common Elements**: Limited Common Elements may be reallocated by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made. Such reallocation shall be made by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made which amendment shall not be effective unless consented to by the holders of all Security Interests in the affected Units.

The persons executing the amendment shall submit an executed copy of it to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record



it. The Unit Owners seeking such reallocation shall be responsible for any expenses of the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and recording costs. The Association may condition recording of the amendment on receipt of such reimbursement.

**ARTICLE XIII**  
**ADDITIONS, ALTERATIONS AND IMPROVEMENTS**  
**BY UNIT OWNERS**

A. **Limitations**: A Unit Owner:

(i) May does not make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior consent of the Association but may make any other improvements or alterations to the interior of his Units that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(ii) May does not change the appearance of the Common Elements, or Limited Common Elements Or the exterior appearance of a Unit or any other portion of the Condominium, 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 Condominium. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

B. **Executive Board Approval**: If a Unit Owner wishes to take an action that is prohibited under Section A of this Article XIII without prior consent, the Unit Owner may submit a written request to the Executive Board for the approval of such proposed action. The Executive Board, after notice and a hearing, shall deny, approve or approve with modifications the written request within sixty (60) days after receipt of the request and sufficient supporting information. Failure of the Executive

Board to respond to such request within said sixty (60) day period shall constitute a denial of such request. The Executive Board shall review requests in accordance with its rules.

#### **ARTICLE XIV**

##### **RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS**

A. **Application and Amendment**: Subject to approval pursuant to Article XIII of any related structural changes 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 Interests the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) 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 but shall not be effective unless consented to by the holders of all Security Interests in the affected Units. The amendment shall, be executed by those Unit Owners and contain words of conveyance between them.

B. **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 or reimburse the Association for the costs of preparation of the amendment and any related surveys or plans and for the recording thereof. The Association may condition recording of the amendment documents on such payment or reimbursement.

C. **Subdivision**: A Unit may be subdivided into two (2) or more Units. Subject to the provisions of the Declaration and any provisions of law, on application of a Unit Owner to subdivide a Unit, the Association shall prepare, execute and record an amendment to the Declaration, including the Survey and Plans, subdividing that Unit. The amendment to the Declaration shall be executed by the owner of the Unit to be subdivided, assign an identifying number to each Unit created and reallocate

the Allocated Interests formerly allocated to the subdivided Unit to the new Units in any reasonable manner prescribed by the owner of the subdivided Unit. The applicants shall pay or reimburse the Association for the costs of preparation of the amendment and any related surveys or plans, and for the recording thereof. The Association may condition recording of the amendment documents on such payment or reimbursement.

**ARTICLE XV**  
**AMENDMENTS TO DECLARATION**

A. **General**: Except for amendments pursuant to the exercise of Development Rights and the implementation of such exercise, amendments contemplated by Section 47-206 and Section 47-237 of the Act (the provisions of which Sections shall govern) and amendment pursuant to Articles XII and XIV of this Declaration and subject to the other provisions of this Article, 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.

B. **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 (1) year after the amendment is recorded.

C. **Recordation of Amendments**: Every amendment to the Declaration shall be recorded in every town in which any portion of the Condominium is located and is effective only on recordation.

D. **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.

E. **Execution of Amendments**: Amendments to the Declaration required by the 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.

F. **Special Declarant Rights**: Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

G. **Consent of Holders of Security Interests**: Amendments may also be subject to the consent requirements of Article XVIII.

## **ARTICLE XVI AMENDMENT TO BYLAWS**

The Bylaws may be amended only by Vote of two-thirds (2/3) of the members of the Executive Board, 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 47-237 of the Act.

## **ARTICLE XVIII MORTGAGE PROTECTION**

A. **Effect**: 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 B. This Article is

supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

B. **Definitions**: As used in this Article and elsewhere in this Declaration, the following terms are defined:

- (1) **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 specify the Unit in which the holder has an interest and shall constitute a request that the Eligible Mortgagee be given notices and the benefit of other rights described in this Article.
- (2) **Eligible Insurer**: An insurer, or guarantor of a first mortgage 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 will specify the Unit affected by the mortgage and will constitute request that the Eligible Insurer be given the notices and other rights described in this Article.
- (3) **Percentage of Eligible Mortgagees**: Whenever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of Votes in the Association compared to the total Votes allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

C. **Notice of Actions**: The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

- (2) 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, by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (3) Any lapse, cancellation, or material modification or any insurance policy or fidelity bond maintained by the Association.
- (4) Any proposed action which would require the consent of Eligible Mortgagees as specified in Section D of this Article.
- (5) Any judgment rendered against the Association.

**D. Prior Consent Required:**

- (1) Document Changes: Except to the extent required for the exercise of any Development Right or any Special Declarant Right, no amendment of any "material provisions" of this Declaration, the Bylaws, Rules and Regulations, or any related document by the Association or Unit owners described in this Subsection D may be adopted without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees. "Material provisions" include, but are not limited to, provisions affecting any one or more of the following:
  - (a) Assessments, assessment liens or subordination of assessment liens;
  - (b) Voting rights;
  - (c) Reserves for maintenance, repair and replacement of Common Elements;
  - (d) Responsibility for maintenance and repairs;
  - (e) Reallocation of Allocated Interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);
  - (f) Rights to use Common Elements and Limited Common Elements;
  - (g) 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);
  - (h) Convertibility of Units into Common Elements or Common Elements into Units;

- (l) Expansion of the Condominium, or the addition or annexation of property to the Condominium;
- (j) Insurance or fidelity bonds;
- (k) Leasing of Units;
- (1) Imposition of restrictions on a Unit Owner's right to sell or transfer his Unit;
- (m) Restoration or repair of the Condominium (after hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- (n) Termination of the Condominium after occurrence of substantial destruction or condemnation; and
- (o) The benefits of mortgage holders, insurers or guarantors.

(2) **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 Eligible Mortgagees holding at least fifty-one percent (51%) of the Eligible Mortgagees or such other percentage as shall be specified in this subsection:

- (a) Conveyance or encumbrance of the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required) except for the granting of easements for public utilities or other public purposes consistent with the intended use of the Condominium;
- (b) A change from professional management of the Condominium to self-management when professional management has been required previously by an Eligible Mortgagee;
- (c) The restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration, the Bylaws, Rules and Regulations or any related document;
- (d) Termination of the Condominium other than as a result of substantial destruction or condemnation of the Condominium (as to which a 67% Eligible Mortgagee approval is required);
- (e) 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;

(f) The merger of this Condominium with any other common interest community;

(g) The granting of any easements, leases, licenses or concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses or concessions for not more than one year);

(h) The assignment of the future income of the Association, including its right to receive Common Expense assessments;

(I) Any action taken not to repair or replace the Condominium; and

The provisions of this Subsection D(2) shall not apply to the exercise fo any Development Right.

(3) **Collection of Common Expenses Assessments:** The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

E. **Development Rights and Special Declarant Rights:** Nothing herein shall require any other consent by any person as a condition to the exercise of any Development Right or Special Declarant Right.

F. **Inspection of Books:** The Association will permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records and financial statements of the Association during normal business hours.

G. **Financial Statements:** The Association will provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statements will be audited by an Independent certified public accountant if any Eligible Mortgagee requests it, in which case the



Eligible Mortgagee will bear the cost of the audit unless throughout the fiscal year in question the Condominium consisted of more than thirty (30) Units in which latter case the cost of the audit will be a Common Expense.

H. **Enforcement**: The provisions of this Article XVIII 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.

I. **Attendance at Meetings**: Any representative of an Eligible Mortgagee or Eligible insurer may attend any meeting which a Unit Owner may attend.

## **ARTICLE XIX**

### **COMMON EXPENSES; ASSESSMENTS; BUDGETS**

A. **Apportionment of Common Expenses**: Except as provided in other Sections of this Article XIX, all Common Expenses shall be assessed against all Units in accordance with their respective percentage of the Common Expense liability. If Common Expense liability is reallocated, Common Expense assessments and installments not yet due shall from and after such reallocation be recalculated in accordance with the reallocated Common Expense liabilities. 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 assessments are made.

B. **Common Expenses Attributable to Fewer than all Units**:

- (1) Any Common Expense associated with the maintenance, repair or replacement of the interior or exterior of any particular building or portions thereof to the extent not otherwise paid or reimbursed to the Association by

insurance or another third party and to the extent not required to be differently assessed under this Declaration shall be assessed against the Units located in such building in proportion to the Common Expense liability allocated to each such Unit as a percentage of the Common Expense liability allocated to all such Units.

- (2) Any Common Expense associated with the maintenance, repair or replacement of any of the Limited Common Elements to the extent not otherwise paid or reimbursed to the Association by insurance or another third party shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one (1) Unit such Common Expense attributable to the maintenance, repair or replacement of such Limited Common Element shall be assessed among the Units to which it is assigned in proportion to the Common Expense liability allocated to each such Unit as a percentage of the Common Expense liability allocated to all such Units.
- (3) Any Common Expense for services provided by the Association to an individual, Unit at the request of the Unit Owner will be assessed against the Unit which benefits from such service.
- (4) Any insurance premiums increase attributable to a particular Unit by virtue of activities in or construction within the Unit shall be assessed against that Unit.
- (5) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (6) If any Common Expense is caused by the misconduct of any Unit Owner including, but not limited to, failure or refusal of a Unit Owner to comply with the requirements of Article VI (relating to maintenance, repair or

replacement), the Association may, after notice and a hearing pursuant to Section XXIV, assess the expense to remedy or that results from such misconduct against his Unit.

- (7) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to this Declaration, the Bylaws, Rule and Regulations, and related documents, or the Act, are enforce-as Common Expense Assessments.

C. **Lien:**

- (1) 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 due. 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.
- (2) A lien under this Section is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Declaration, (b) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced becomes delinquent, and (c) liens for all real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in subdivision (b) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section D of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien or the Security Interest described in said subdivision (b). 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.

- (3) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for unpaid assessments under this Section is required.
- (4) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted with two (2) years after the full amount of the assessments become due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (5) This Section does not prohibit actions to recover sums for which Subsection C(1) above creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (6) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.
- (7) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (8) 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 the Unit which become due prior to the sale other than to the extent such assessments are prior to that Security Interest under

Subsection C(2) of this Article. Any unpaid assessments not satisfied from the proceeds of sale are Common Expenses collectable from all Unit Owners including such purchaser.

D. **Budget Adoption and Ratification**: Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive 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 (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of Unit Owners rejects 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 Executive Board.

In preparing the budget the Executive Board shall separately list increments of Common, Expense which are to be assessed against fewer than all of the Units pursuant to Section B of this Article. The budget as to such items is not ratified unless at least a majority of the Unit Owners of the Units against which such increments are to be assessed also ratify the budget as to such items.

E. **Ratification of Special Assessments**: If the Executive Board votes to levy a special assessment in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit the special assessment subject to ratification by Unit Owners in the same manner as a budget under Section D of this Article.

F. **Certificate of Payment of Common Expense Assessments**: The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

G. **Monthly Payment of Common Expenses**: All Common Expenses assessed under Sections A and B shall be due and payable monthly.

H. **Past Due Common Expense Payments**:. Any past due Common Expense assessment or installment thereof shall bear interest at the rate established by the Association but not to exceed eighteen percent (18%) per annum.

I. **Commencement of Common Expense Assessments**: Common Expenses assessments shall begin on the first day of the calendar month in which the first Unit is Conveyed to a Unit Owner other than the Declarant.

## 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 Expense assessments.

## ARTICLE XXI

### COMPLIANCE WITH DECLARATION AND BYLAWS

A. **Compliance with Instruments**: All Unit Owners, tenants, mortgagees and occupants of Units shall comply with this Declaration, the Bylaws, Rules and Regulations, and all related documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of this Declaration, the Bylaws, Rules and Regulations, and all related documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, 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.

B. **Adoption of Rules**: The executive Board may adopt Rules and Regulations regarding the use of Common Elements pursuant to Section 47-244(a)(6) of the Act.

## **ARTICLE XXII**

### **INSURANCE**

A. **Maintaining Insurance**: Commencing not later than the time of the first conveyance of a Unit to a Person other than the Declarant, the Association shall, to the extent it is reasonably available, obtain and maintain insurance as required by the Act and this Declaration or permitted under this Article the cost of which shall be a Common Expense.

B. **Property Insurance**: The Association shall maintain property insurance on the Common Elements and, to the extent reasonably available, the Units (but such insurance need not include Improvements and betterments beyond Improvements constituting a boundary of a Unit installed by Unit Owners or on behalf of Unit Owners, whether done by the Declarant or others) insuring against all risks of direct physical loss commonly insured against. The total amount of insurance before application of any deductible approved by any Eligible Mortgagee shall be not less than one hundred percent (100%) of the current replacement value, if required by any Eligible Mortgagee, and in any event, not less than the higher of eighty percent (80%) of the actual cash value of the Common Elements or an amount sufficient to avoid coinsurance 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 insurance policies. Further, if it can be obtained the policy providing such insurance shall include a so-called "Agreed Amount" or "Inflation Guard Endorsement" or other endorsement providing similar protection and construction code endorsements whenever applicable construction code provisions would require changes to undamaged portions of the Property when only a portion thereof is damaged by an insured hazard.

The Association also shall maintain property insurance against all risk of direct physical loss commonly insured against in an amount equal to the actual cash value of personal property and supplies of the Association.

Prior to obtaining the insurance required by this Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the common Elements or obtain an agreed amount endorsement.

C. **Liability Insurance**: The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than One Million Dollars (\$1,000,000.00), single and combined limits, 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.

D. **Other Provisions**: Insurance policies carried pursuant to Sections B and C of this Article shall provide:

- (1) That the named insured is the Association for the use and benefit of the Unit Owners and that 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;
- (2) That the insurer waives its right to subrogation under the policy against any Unit Owner or employee of any Unit Owner;
- (3) That 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
- (4) That 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.
- (5) The standard mortgagee clause, except that losses otherwise payable to mortgagees shall be paid as provided herein.
- (6) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) 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.

E. **Insurance not Reasonably Available**: If the insurance described in Sections B and C of this Article 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 and Eligible Mortgagees.

F. **Payment of Insurance Proceeds**: Any loss covered by the property insurance policy under Section B or the flood insurance, if any, under Section J of this Article 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 (except as it may be acting as insurance trustee). 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 Condominium either has been completely repaired or restored to the extent required by this Declaration, or is terminated.

G. **Unit Owner Policies**: An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

H. **Worker's Compensation Insurance**: The Executive Board shall obtain and maintain Worker's compensation Insurance to meet the requirements of the laws of the State of Connecticut.

I. **Directors' and Officers' Liability Insurance**: The Executive Board shall obtain and maintain directors' and officers' liability insurance, if reasonably available, covering all of the directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

J. **Flood Insurance**: If any part of the Property is located in an area designated by the appropriate federal agency as a "special flood hazard" area the Association shall obtain and maintain a policy of flood insurance covering the buildings and all other insurable property located within the special flood hazard area(s). Such coverage shall be in a minimum amount equal to the smaller of (1) one hundred percent (100%) of the current replacement cost (as at the inception of the policy and renewal dates thereof) of all buildings and other insurable property located in the special flood hazard area(s) or (2) the maximum coverage available for the property under the National Flood Insurance Program. The flood insurance policy shall meet the requirements of Subsections (1), (4), (5) and (6) of Section D of this Article.

K. **Fidelity Coverage**: The Association shall obtain and maintain in full force and effect fidelity bonds for or insurance coverage against dishonest acts with respect to anyone who either handles or is responsible for funds held or administered by the Association, whether or not such person is compensated, in an amount equal to the greater of the maximum funds in the custody of the Association and management agency, if any, or one and one-half times the annual Common Expense assessments plus the amount of the Association reserve funds. The Association shall be the obligee of each fidelity bond or the insured under any insurance policy. Each fidelity bond or insurance policy shall provide for at least thirty (30) days' notice to the Association and each holder of a Security Interest in a Unit before the bond or policy can be cancelled or substantially modified other than by reason of non-payment of premiums and at least ten (10) days notice for non-payment of premiums.

L. **Other Insurance**: The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

M. **Insurance Certificate**: An insurer that has issued an insurance policy to the Association shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or holder of a Security Interest.

## ARTICLE XXIII

### DAMAGE TO OR DESTRUCTION OF COMMON INTEREST COMMUNITY

A. **Duty to Repair or Restore:** Any portion of the Condominium for which insurance is required under Article XXII which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Condominium is terminated, in which case Section 47-237 of the Act shall apply; (2) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (3) eighty percent (80%) of Unit Owners, all Unit Owners in any building that is not to be rebuilt and every Unit Owner of a Unit to which is allocated a 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. Such repair or restoration shall be in accordance with the original plans and specifications for the Condominium or other plans and specifications that have been approved by a majority of the Unit Owners and by fifty-one percent (51%) or more of Eligible Mortgagees.

B. **Distribution of Insurance Proceeds:** If the entire Condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, and (2) except to the extent that other persons will be distributees, (A) 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 on such Units, as their interests may appear, and (b) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

C. **Determination not to Repair or Restore:** If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests shall automatically be reallocated on such vote as if the Unit had

been condemned under Section 47-206(a) of the Act and the Association shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

D. **Certificates by the Executive Board**: A trustee, if one is appointed under the provisions of Section F of Article XXII, may rely on the following certifications in writing made by the Executive Board:

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

E. **Certificates by Attorneys**: If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Southbury from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

**ARTICLE XXIV**  
**RIGHTS TO NOTICE AND COMMENT;**  
**NOTICE AND HEARING**

A. **Right to Notice and Comment**: Before the executive Board amends the Bylaws or the Rules and Regulations, or whenever "notice and comment" is required in connection with any act by this Declaration or by the By-laws and at any other time the Executive 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.

B. **Right to Notice and Hearing**: Whenever this Declaration, the Bylaws, Rules and Regulations, or any related document requires that an action be taken after "notice and hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interests 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.

C. **Appeals**: Any Person having a right to notice and hearing shall have the right to appeal to the Executive Board from a decision of any Person other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive 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**

A. **Access**: All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided. Minutes of meetings of the

Executive Board shall be available within fifteen (15) days after any such meeting for inspection by Unit Owners during normal business hours at a reasonable convenient location.

B. **Notice**: Notice of every such meeting shall be given not less than twenty-four (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.

C. **Executive Sessions**: Meetings of the Executive Board may be held in executive session, 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 executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

## **ARTICLE XXVI**

### **EXECUTIVE BOARD LIMITATIONS**

The Executive Board may-not act on behalf of the Association to amend the Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term to the extent permitted in the Bylaws.

**ARTICLE XXVII**  
**MISCELLANEOUS**

A. **Captions** :The captions contained in this Declaration, the Bylaws, Rules and Regulations, and any related document are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of any such document nor the intent of any provision thereof.

B. **Gender**: The use of the masculine gender includes reference to the feminine and neuter genders and the use of the singular includes reference to the plural, and vice versa, whenever the context of this Declaration, the Bylaws, Rules and Regulations, or any related document so requires.

C. **Waiver**: No provision contained in this Declaration, the Bylaws, Rules and Regulations, or any related document is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

D. **Invalidity**: The invalidity of any provision of this Declaration, the Bylaws, Rules and Regulations, or any related document 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 this Declaration, the Bylaws, Rules and Regulations, or any related document shall continue in full force and effect.

E. **Conflict**: This Declaration, the Bylaws, Rules and Regulations, or any related document 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 this Declaration, the Bylaws, Rules and Regulations, or any related document and the provisions of the statutes, the provisions of the statutes shall control. in the event of any conflict between this Declaration, the Bylaws, Rules and Regulations, or any related document, this Declaration shall control.

F. **Execution of Documents**: The president or secretary of the Association are responsible for preparing, executing, filing and recording amendments to this Declaration, the Bylaws, Rules and Regulations, or any related document.


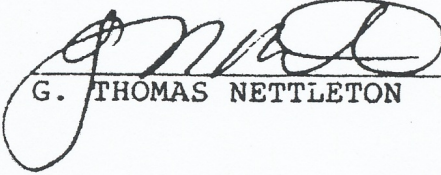
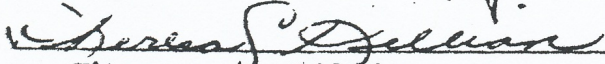
G. **Rights of Action**: Subject to the limitations set forth herein and any other limitations imposed by the Act or the provisions of other applicable laws, the Association and any aggrieved Unit Owner shall have the right to an action, at law or in equity, against Unit Owners for failure to comply with the provisions of the Declaration, Bylaws and Rules or against the Association in connection with decisions of the Association made pursuant to the authority granted to it thereunder.



IN WITNESS WHEREOF, the Delarant has caused this Declaration to be executed this 1<sup>st</sup> day of October, 1989.

Signed, Sealed and Delivered

in the Presence of:

 _____ James R. Healey	 _____ G. THOMAS NETTLETON
 _____ Theresa C. Killian	

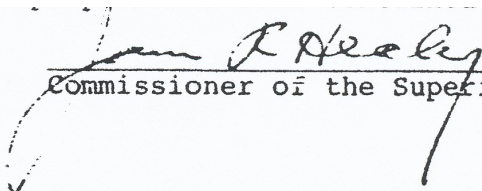
STATE OF CONNECTICUT:

ss.: SOUTHBURY

OCTOBER 1, 1989

COUNTY OF NEW HAVEN:

On this the 1<sup>st</sup> day of October, 1989, before me, the undersigned officer, personally appeared G. THOMAS NETTLETON, name whose person the known to me or satisfactorily proven to be he person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

 _____ Commissioner of the Superior Court
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## EXHIBIT A

A certain piece and parcel of land containing 6.625 Acres located on the Southerly side of Oak Tree Road in Southbury, Conn. and on the Westerly side of Route 6 in said Southbury, shown as Parcel B on a Map entitled "Southbury Playhouse Map Prepared for G. THOMAS NETTLETON Bullet Hill Road - Oak Tree Road & Interstate 84 Dated April 26, 1987, Revised 5/12/88, 10/14/88, 11/21/88, 12/4/88 and Feb./89" Prepared by Design Development Group, Meriden, Connecticut, which Map is filed in the Office of the Town Clerk in Southbury, CT, as Map No. 2730. Said parcel is more particularly described as follows:

Commencing at a point on the Southerly side of Oak Tree Road, which point is the Northwesterly corner of the within described premises; thence running along land now or formerly of Nancy and Donald Metcalf S 06-31-19E 320 feet; thence along Parcel A as shown on said map S 59-22-10 E 400.04 feet to a point; thence along Interstate 84 N 40-57-16E 300 feet to a point on the Westerly side of Route 6; thence running along the westerly side of Route 6 the following courses and distances: N 18-19-47W 322.43 feet, N-1819-53 W 150.61 feet, N-23-27-23W 150 feet, N 42-08-59 W 55.45 feet; thence along the Southerly side of Oak Tree Road and Main Street South, each in part, the following courses and distances: bearing in a curve to the left having a radius of 250.13 feet and a chord of 82.09 feet a distance of 82.46 feet; thence N 13-19-34 W 20.23 feet; thence S 66-30-46 W 19.76 feet; thence S 60-22-13 W 49.13 feet; thence S 30-58-18 W 124.51 feet; thence S 51-58-57W 188.88 feet to the point and place of beginning.

Said premises are conveyed subject to:

(a) Building lines, if established, zoning and building regulations, and any and all provisions of any ordinance, governmental regulation or public or private law affecting said premises.

(b) Provisions of a certain Certificate of Taking by the State of Conn., dated Dec. 22, 1961 and recorded in Southbury Land Records, Book 75, Page 90.

(c) Waiver and relinquishment of access rights to I-84 set forth in a certain Quit-Claim Deed from Juanita Spang St. Pierre to The State of Conn., dated Feb. 27, 1963 and recorded in Southbury Land Records, Book 74, Page 285.

(d) Rights of others in and to the brook or stream that crosses said premises.

(e) May be subject to a right of passway reserved by Harlow R. Whitlock and Anna E. Whitlock across a ten (10) acre tract of other land of Whitlock on the south side of the railroad. Said passway being a continuation of Shelton's passway across land of A. A. Stone to the grade crossing and cattle pass, over and under the railroad (Southbury Land Records, Volume 18, Page 468. Also, Volume 18, Page 386.)

(f) May be subject to the right given in deed from George F. Shelton and Elizabeth Shelton to A. Alonzo Stone, his heirs and assigns, to go upon lands of said Sheltons to make necessary repairs upon the ditch where the same is located through their lands. Also the right to enlarge said ditch on the land of Sheltons on the south side by two feet in width. (Southbury Land Records, Vol. 18, Page 445).

(g) Subject to Nonaccess rights as contained in a certain Quit Claim Deed from Marjorie M. Hawxhurst and Fred C. St. Pierre to State of Conn., dated 2/27/63 and recorded in Vol. 74, Page 284 of the Southbury Land Records.

(h) Notice of Grant of Variance dated May 5, 1989 and recorded in Vol. 232, Page 823 of the Southbury Land Records.

**EXHIBIT B**  
**Condominium Declaration of**  
**PLAYHOUSE CORNER**

UNIT	TYPE	COMMON EXPENSES LIABILITY %	% UNDIVIDED INTEREST IN COMMON ELEMENTS	VOTE IN ASSOCIATION.
B 1	Basement	.8910%	.8910%	.00891
B 2	Basement	.7110%	.7110%	.00711
B 3	Basement	.8730%	.8730%	.00873
B 4	Basement	.8390%	.8390%	.00839
B 5	Basement	.8610%	.8610%	.00861
B 6	Basement	.8610%	.8610%	.00861
B 7	Basement	1.1910%	1.1910%	.01191
B 8	Basement	1.3160%	1.3160%	.01316
B 9	Basement	.6670%	.6670%	.00667
B 10	Basement	.8980%	.8980%	.00898
B 11	Basement	.8920%	.8920%	.00892
100	Office/Retail	9.3150%	9.3150%	.09315
101	Office/Retail	5.7150%	5.7150%	.05175
102	Office/Retail	2.97002	2.9700%	.02970
103	Office/Retail	3.7620%	3.7620%	.03762
104	Office/Retail	3.6270%	3.6270%	.03627
105	Office/Retail	3.7260%	3.7260%	.03726
106	Office/Retail	3.5190%	3.5190%	.03519
107	Office/Retail	4.6530%	4.6530%	.04653
109	Office/Retail	3.2040%	3.2040%	.03204
110	Office/Retail	3.2670%	3.2670%	.03260
111	Office/Retail	3.1500%	3.1500%	.03150
201	Office/Retail	3.2940%	3.2940%	.03294
202	Office/Retail	5.1750%	5.1750%	.05175
203	Office/Retail	3.5590%	3.5590%	.03559
204	Office/Retail	3.5600%	3.5600%	.03560
205	Office/Retail	7.0920%	7.0920%	.07092
206	Office/Retail	2.0880%	2.0880%	.02088
207	Office/Retail	2.7720%	2.7720%	.02772
208	Office/Retail	2.4840%	2.4840%	.02484
209	Office/Retail	4.0500%	4.0500%	.04050
210	Office/Retail	4.0500%	4.0500%	.04050

**BYLAWS**

**OF**

**PLAYHOUSE CORNER ASSOCIATION, INC.**

**an**

**Office/ Retail Condominium**

**Southbury, Connecticut**

**BYLAWS  
OF  
PLAYHOUSE CORNER ASSOCIATION, INC.**

**ARTICLE I  
INTRODUCTORY PROVISIONS**

**Section 1. Identification.** These are the Bylaws of Playhouse Corner Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut (the "Association") constituting the association of Unit Owners of Playhouse Corner to be established under the Connecticut Common Interest Ownership Act.

**Section 2. Effect of Declaration.** The terms and provisions of these Bylaws are subject to the terms, provisions, conditions and authorizations set forth in the Declaration of Playhouse Corner (the "Declaration") to be made by Playhouse Corner and the provisions of the Declaration shall vote whenever the same are in conflict with these Bylaws. The definitions of words and terms as defined in the Declaration shall apply to those words and terms as used herein.

**Section 3. Office.** The principal office of the Association shall be at the Condominium, Main Street, N., Southbury, Connecticut or such other place as the Board of Directors may designate from time to time.

**ARTICLE II  
UNIT OWNERS - MEMBERS**

**Section 1. Membership.** There shall be one membership appurtenant to the ownership of each Unit in the Condominium which shall belong to the owner(s) of the Unit. Each owner or co-owner of a Unit shall, however, be considered a member. A person holding a Security Interest in a Unit is not a member.

## **Section 2. Voting**

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the Votes allocated to that Unit. If more than one of the owners are present, the Vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the Vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.
- (c) The Vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the executive board or bylaws of the owning corporation or business trust. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote the Vote of such entity.
- (d) No votes allocated to a Unit owned by the Association may be cast.

**Section 3. Annual Meeting.** The first annual meeting of the Association shall be held on call of the President within sixty (60) days after Unit Owners other than the Declarant have the right to elect at least one (1) Director under the provisions of Section D of Article VIII of the Declaration or all Unit owners have the right to elect all members of the Board of Directors under said Section.

Thereafter the annual meeting shall be held each year on the corresponding day of the week and month as the first annual meeting. At such annual meetings Directors shall be elected and such other business of the Association as may properly come before the Unit Owners may be transacted. The Unit Owners may transact such other business at such meetings as may properly come before them.

**Section 4. Budget Meeting.** Meetings to consider the proposed budget shall be called in accordance with Section D of Article XIX of the Declaration. The budget may be considered At Annual or Special Meetings called for other purposes as well.

**Section 5. Place of Meetings.** Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the President.

**Section 6. Special Meetings.** Special meetings of the Association may be called by the President, a majority of the Board of Directors, or by Unit Owners having twenty (20%) percent of the Votes in the Association.

**Section 7. Notice of Meetings.** Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the owner of the Unit. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or member of the Board of Directors. No action shall be adopted at meetings except as stated in the notice.

**Section 8. Adjournment of Meeting.** At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.



**Section 9. 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) Establish number and term of memberships of the Board of Directors to be elected (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of members of the Board of Directors (when required).
- (h) Ratification of Budget (if required).
- (I) Unfinished business.
- (j) New business.

**Section 10. Quorum.** Except as otherwise provided in these Bylaws and except in the case of meetings for the purpose of budget ratification and action thereon where quorum requirements are governed by Article XIX of the Declaration the Unit Owners present in person or by proxy, at any meeting of Unit Owners representing twenty percent (20%) of the Votes of the Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

**Section 11. Majority Vote.** The vote of a majority of, the Unit Owners present in person or by proxy at a meeting at which. a quorum shall be present shall be binding upon all Unit Owner for all purposes except where in the Declaration or these Bylaws or by law a higher percentage vote or a vote of a certain class of Unit Owners is required.

**ARTICLE III**  
**BOARD OF DIRECTORS**

**Section 1. Number and Qualification.** The affairs of the Condominium and the Association shall be governed by a Board of Directors consisting of three (3) natural persons. From and after the termination of Declarant Control as provided in Section D of Article VIII of the Declaration at least a majority of the Board of Directors shall be Unit Owners in the Condominium. Any Director appointed by the Declarant need not be a Unit Owner. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a board member.

**Section 2. Election of Directors.** (a) Subject to the provisions of Section D of Article VIII of the Declaration, the Directors shall be elected by the Unit Owners at the annual meeting of the Association. Prior to the first annual meeting of the Association all Directors shall be appointed by the Declarant as provided in Section D of Article VIII of the Declaration. The appointment of a Director by Declarant is accomplished by the filing with the Secretary of the Association of a written instrument executed by Declarant naming the appointee(s).

(b) At the first annual meeting:

(1) if Unit Owners other than the Declarant are entitled to elect only one (1) Director they shall elect a Director to hold office for a term of two (2) years and until his successor is elected and qualified and the Declarant shall appoint two (2) Directors to hold office for a term of one (1) year, or

(2) if all Unit owners are then entitled to elect the full Board of Directors, Declarant shall remove all. Directors appointed by it and one (1) Director shall be elected. to hold office for a term of two (2) years and until his successor is elected and qualified and two (2) Directors shall be elected to hold office for a term of one (1) year and until their respective successors are elected and qualified. At each subsequent Annual meeting of the Association a successor shall be elected for each Director whose term expires in such year to hold office for a term

of two (2) years and until his successor is elected and qualified. Directors shall take office upon election or appointment, as the case may be;

(c) if the termination of Declarant Control occurs after the first annual meeting of the Association and more than sixty (60) days prior to the next annual meeting of the Association, Declarant shall remove the Directors appointed by it and a meeting of Unit Owners shall be called at which all Unit Owners shall elect Directors to fill the vacancies created by such removal.

**Section 3. Powers and Duties.** The Board of Directors may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Condominium, which shall include but not be limited to, each of the following:

- (a) Adopt and amend Bylaws and Rules and Regulations subject to the limitations of the Declaration and Bylaws;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge management agents;
- (d) Hire and discharge employees, agents and independent contractors;
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (h) Cause additional improvements to be made as a part of the Common Elements;
- (I) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act;
- (j) Grant easements and leases, licenses and concessions for no more than one year, through or over the Common Elements;

- (k) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;
- (l) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 71 of the Act or statements of unpaid assessments under Section 59 of the Act and specify the time for payment thereof (any such charge that is not timely paid shall be assessed as a Common Expense against the Unit as to which the amendment, certificate or statement is requested if such request was made by the owner of the Unit);
- (n) Provide for the indemnification of its officers and Board of Directors and maintain Directors and officers liability insurance;
- (o) Assign its right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XX of the Declaration;
- (p) Exercise any other powers conferred by the Declaration or Bylaws;
- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. Any committee must maintain and publish notice of its actions to Unit Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

The Board of Directors may delegate any or all of the foregoing powers to a master association to which the Condominium may become subject except that the powers discussed in Subsection 3(b) above may only be delegated upon approval of such delegation by a Majority of Unit Owners.

**Section 4. Standard of Care.** In the performance of their duties, the officers and members of the Board of Directors are required to exercise (a) if appointed by the Declarant, the care required of fiduciaries of the Unit Owners and (b) if elected by the Unit Owners, ordinary and reasonable care.

**Section 5. Additional Limitations.** The Board of Directors shall, be additionally limited pursuant to Article XXVI of the Declaration.

**Section 6. Management Agents.** The Board of Directors may employ for the Condominium, a Management Agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws other than the powers set forth in subdivisions (a), (b), (c), (e), (h), (I), (J), (k), (l), (m), (n), (o), (p), (q), (r) and (s) of Section 3. Licenses, concessions and contracts may be executed by the Management Agent pursuant to specific resolutions of the Board, and to fulfill the requirements of the budget.

**Section 7. Removal of Members of the Board of Directors.**

The Unit Owners, by a two-thirds (2/3) 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. Removal of a member appointed by the Declarant is accomplished by the filing with the Secretary of the Association of a written instrument executed by the Declarant specifying the member thereby removed.

**Section 8. Vacancies.** Vacancies in the Board of Directors may be filled as follows: (a) vacancies in directorships caused by the removal of Directors required of the Declarant pursuant to Section 2(b) or 2(c) of this Article, as provided in said Sections; (b) vacancies in directorships caused by removal

by a vote of Unit Owners, by the Unit Owners; (c) vacancies in a directorship that the Declarant has the right to appoint, by the Declarant or (d) vacancies in directorships other than directorships that the Declarant has the right to appoint and created other than by removal from office by Unit Owners, by a majority of the remaining Directors even though less than a quorum. Each person filling a vacancy shall serve the remainder of the term of the Director being replaced.

**Section 9. 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 shall have been elected. No notice shall be necessary to the newly elected board members in order to legally constitute such meeting, providing a majority of the members shall be present thereat.

**Section 10. Meetings.** Meetings of the Board of Directors may be called by the President or by a majority of the members of the Board on at least three (3) business days notice to each member. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting and, in the case of special meetings, shall also state the general purpose of the meeting.

**Section 11. Location of Meetings.** All meetings of the Board of Directors shall be held at the office of the Association, unless all members thereof consent in writing to another location.

**Section 12. Waiver of Notice.** Any member may waive notice of any meeting in writing. Attendance by any Board of Directors member at any meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

**Section 13. Quorum of Board Member.** At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may

adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

**Section 14. Compensation.** No member of the Board of Directors shall receive any compensation from the Association for acting as such except as approved by Unit Owners, although members acting as officers or employees may be compensated for such duties.

**Section 15. Consent to Corporate Action.** If all the members of the Board of Directors or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the Board or committee constitutes a quorum for such action, such action shall be valid corporate action as though it had been authorized at a meeting of the Board of Directors or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

## **ARTICLE IV OFFICERS**

**Section I Designation.** The officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Board of Directors may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. The 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.

**Section 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 and shall hold office at the pleasure of the Board.

**Section 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 special meeting of the Board of Directors called for that purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a non-stock 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. He may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association following authorization by the approval of the particular amendment as applicable.

**Section 5. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President is 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 may be imposed upon him by the Board of Directors or by the President.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-stock corporation organized under the laws of the State of Connecticut. The Secretary may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.



**Section 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 treasurer of a non-stock 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 of Directors 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 8. Agreements,** Contracts, Deeds, Checks, etc. Except as provided in Sections 4, 6, 7 and 10 of this Article IV of these Bylaws and Section F of Article XXVII of the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

**Section 9. Compensation.** The Board of Directors shall provide for compensation if any, of officers of the Association subject to approval of the Unit Owners.

## **ARTICLE V**

### **OPERATION OF THE PROPERTY**

**Section 1. Abatement and Enjoyment of Violations by Unit Owners.** The violation of any of the Rules adopted by the Board of Directors or the breach of any provision of the Declaration or related instruments, including mortgage instruments, shall give the Board of Directors the right,

subject to notice and hearing, except in case of an emergency, in addition to any other rights set forth in the Declaration of these Bylaws:

- (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition except for additions or alterations of a permanent nature that may exist therein 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 seek to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**Section 2. Fine for Violation.** By resolution, following notice and hearing, the Board of Directors may levy a fine of up to Twenty-Five Dollars (\$25.00) per day for each day that a violation of the Declaration or related instruments, including mortgage instruments, or Rules persists after such Notice and Hearing.

## **ARTICLE VI INDEMNIFICATION**

The members of the Board of 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).

## **ARTICLE VII RECORDS**

**Section 1. Records and Audits.** The Association shall maintain accounting records, which shall include:

- (a) A record of all receipts and expenditures;
- (b) An account for each Unit which shall designate the name and address of each Unit Owner, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due;
- (c) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (d) An accurate account of the current balance in the reserve for replacement and for emergency repairs. The financial records shall be maintained in accordance with Article XVIII of the Declaration. The cost of any audit shall be a Common Expense unless otherwise provided in the Declaration or related instruments, including mortgage instruments.

**Section 2. Availability for Examination.** All books and records maintained by the Management Agent and Association financial statements shall be available for examination and copying by any Unit Owner, by any Eligible Mortgagee or Eligible Insurer as defined in Section B of Article XVIII of the Declaration, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice. In addition, current copies of the Declaration, Bylaws, Rules governing the Condominium and the most recent Association financial statement shall be made available for inspection and copy at their expense, to the persons mentioned in the preceding sentence and prospective purchasers during normal business hours and after reasonable notice.

**Section 3. Statutory Records.** The Association shall keep financial records sufficiently detailed to enable the Association to comply with obligations imposed under the Act or other applicable law to include, without limitation the following:

- (A) An account for each Unit showing the amounts of monthly Common Expense assessments currently due and payable from each Unit Owner.

- (b) An account for each Unit Owner showing any other fees payable by each Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount of any reserves for capital expenditures.
- (e) The current operating budget adopted pursuant to Section 47-257(a) of the Act and ratified pursuant to the procedures of Section 47-245(c) of the Act.
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners.

**ARTICLE VIII  
AMENDMENT**

The Bylaws may be amended by vote of the Board of Directors in accordance with the requirements of Article XV of the Declaration.

**ARTICLE IX  
MISCELLANEOUS**

**Section 1. Notices.** All notices to the Association or the Board of Directors shall be delivered to the office of the Management Agent, or if there is none, 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 to the Unit Owner's address as it appears in the records of the Association. All notices to mortgagees of Units shall be sent, except where a different manner of notice is specified elsewhere, 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 2. Fiscal Year.** The Board of Directors shall establish the fiscal year of the Association.

**Section 3. Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 4. Captions.** The captions inserted herein are inserted as a matter of convenience and for reference. They in no way define, limit or describe the scope of these Bylaws.

**Section 5. Gender-Number.** The use of the masculine gender shall be deemed to include the feminine and the use of the singular number shall be deemed to include the plural when the context so requires.

**Section 6. Severability.** If any of the terms or provisions of these Bylaws are held to be partially or wholly invalid or unenforceable, for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms or provisions hereof or remaining portions of any terms or provisions held to be partially invalid or unenforceable.

## **AMENDMENTS TO THE BYLAWS**

### **ARTICLE X**

#### **RULES AND REGULATION**

**SECTION I Identification.** These are the Rules and Regulations of Playhouse Corner Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut (the "Association") constituting the association of Unit Owners of Playhouse Corner to be established under the Connecticut Common Interest Ownership Act.

**SECTION 2 Effect of Declaration and Bvlaws.** The terms and provisions of these Rules and Regulations are subject to the terms, provisions, conditions and authorizations set forth in the Declaration and Bylaws of Playhouse Corner to be made by Playhouse Corner and the provisions of the Declaration and Bylaws shall control whenever the same are in conflict with these Rules and Regulations. The definitions of words and terms as used herein.

**SECTION 3 Rules and Regulations.**

**1. Parking.** All personnel who work in the condominium are to park their vehicles at the outermost perimeter of the parking areas to allow patrons to park near the buildings. The marked handicap parking areas are to be left open and unobstructed at all times.

**2. Refuse Disposal.** All refuse is to be placed in the two refuse containers at the rear of the building. No refuse is to be placed alongside, in front of, behind, or on top of the containers. The cardboard boxes are to be broken down and flattened prior to placement in the containers in order to conserve space. If one container is full, refuse shall be placed in the other container. If both containers are full, refuse shall remain within the individual unit owner's unit until the containers are emptied, and shall not be left outside of the building in any case.

**3. Waste Water Disposal.** No hazardous chemicals or materials, or any materials that will interfere with the functioning of the on-site septic systems shall be disposed of in any toilets, sinks showers, or any other waste water receptacle within the individual units and common areas.

**4. Temporary Outdoor Signs, Banners, Etc.** The placement of outdoor promotional signs, banners, etc. used to announce sales, grand openings, etc. shall be permitted by the Board of Directors upon a majority vote of the Directors. Requests for the placement of said materials shall be made by the unit owner to the Directors in writing not later than 30 days prior to the placement of said materials. Placement of said materials shall be limited to a span of two weeks.

**5. Sidewalk Sales.** Temporary sidewalk sales shall be permitted by the Board of Directors upon a majority vote of the Directors. Request for the sidewalk sales shall be made by the unit owner to the directors in writing not later than 30 days prior to the sidewalk sale.

**6. Service Deliveries.** The elevator is for the use of personnel and patrons only. The elevator shall not be used for the delivery of goods to basement units during the hours of 9:00 AM to 6:00 PM. During these times all deliveries to basement units shall be directed to the staircases at either end of the building.

**(a) Limited Use of Common Area Stairwells.**

The common area stairwells are not to be used for the delivery of heavy objects that requires a hand truck or dolly for delivery. All heavy deliveries will be through the atrium area via the elevator. Violators of this rule will be fined \$100.00 per occurrence

**7. Commercial Vehicles.** Commercial vehicles used by any business within Playhouse Corner shall not be parked on the premises outside of normal business hours (8:00 AM to 9:00 PM) without prior approval by the Board of Directors. During normal business hours all commercial vehicles used by any business within Playhouse Corner shall be parked in the designated parking areas at the rear of the building.

**8. Hours of Operation of the Common Areas.** In the interest of public health and safety, and in order to reduce vandalism and unauthorized entry of the building units, public use of the common areas will be restricted to the following hours of operation:

**SUNDAY THROUGH SATURDAY 6:00 AM TO 10:00 PM**

Public use of the common areas outside of the hours of operation is prohibited. If specific unit(s) owners require public access to the common areas, a written request must be submitted to the Board of Directors. Upon receipt of a written request, the Board of Directors may approve: by a majority vote, use of the common areas providing that the applicant will be responsible for all liabilities relating to such use as set forth in specified terms and conditions incorporated into the approval.

Failure to comply with the terms and conditions of the approval shall be the grounds for revocation of the approval.

**9. Grounds Maintenance.** All unit owners or their tenants shall inspect interior and exterior common areas on a daily basis for litter generated by their particular unit. All unit owners shall be responsible for daily removal of litter generated by their respective unit(s) from common areas and for its proper disposal.

**10. Exterior Signs.** All exterior signs must conform to the Town of Southbury Zoning Regulations (Section 10 Inclusive).

**11. Changes in Use.** Prior to any change in use of any unit, the Board of Directors must be notified in writing by the unit owner(s). At the discretion of the Board of Directors, a meeting may be required between the Board of Directors and the unit owner(s) and the prospective unit occupant(s) to determine specific requirements of the occupant(s) and their effects on common areas. If it is determined by the Board of Directors that the prospective use will in some way result in additional services for maintenance, repair or replacement of common elements, the Board of Directors may require the unit owner(s) to be responsible for the costs and liabilities associated with such use. These costs will be incorporated into the common expense of that particular unit.

**12. Due Date for CAM Payments.** All CAM (Common Area Maintenance) payments will be due and payable no later than the 10<sup>th</sup> of the month due, late fees will commence on the 16<sup>th</sup> of the month due. The late fee will remain twenty-five dollars (\$25.00) for late payments.

**13. A Smoke Free Building.** In the interest of public health and safety, as pertains to second hand smoke, all interior common areas and units in Playhouse Corner will be smoke free. No smoking of any type will be allowed in the building. Violators will be fined One Hundred Dollars (\$100.00) per occurrence.

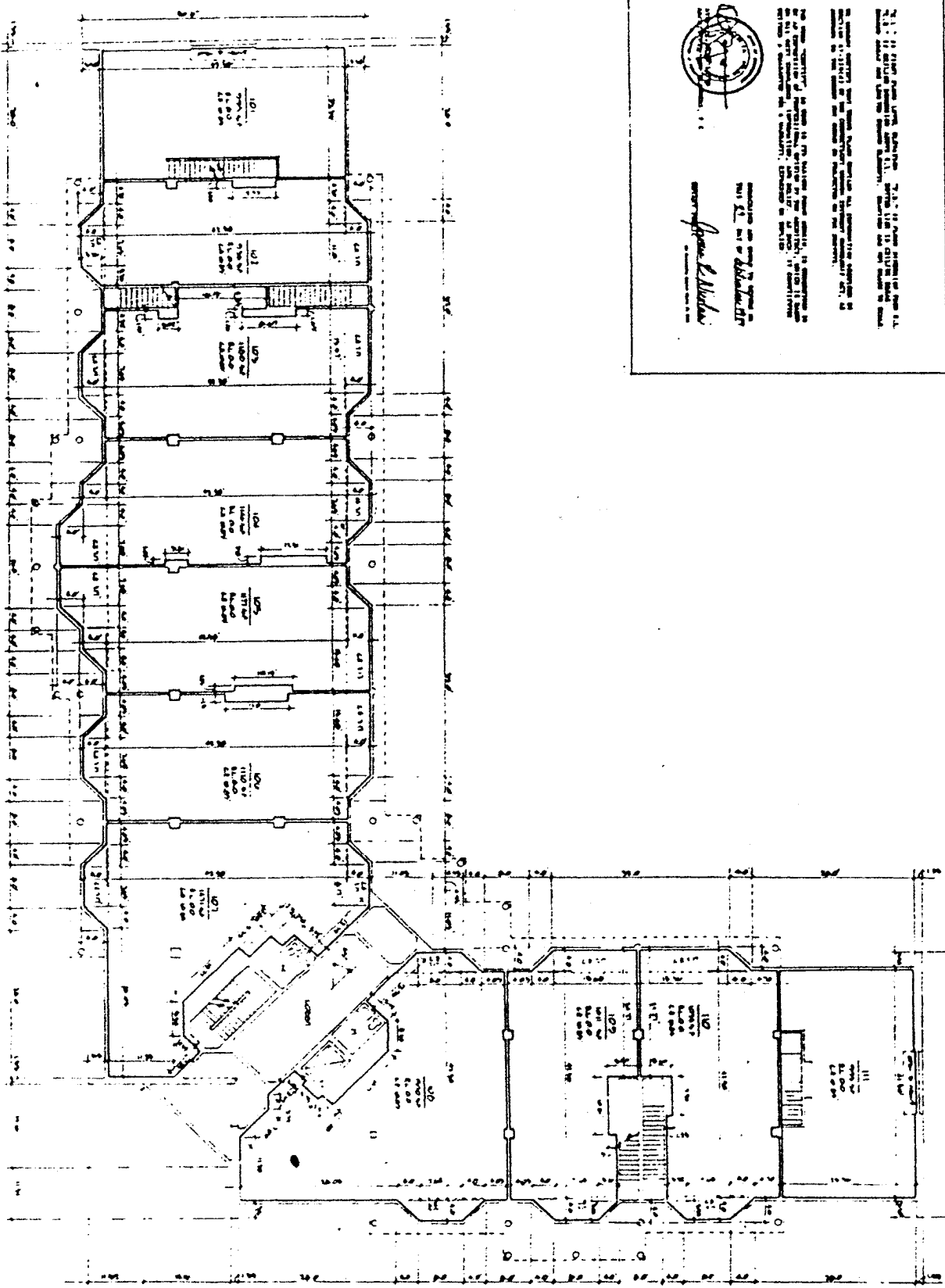


(a) The smoke free area shall extend to the sidewalk area around the building to the curb of the parking lot. The outside area in the rear of the building at the entrance to the atrium hallway shall be designated as a smoking area. No smoking of any type will be allowed in the building. This shall pertain to any owner, tenant, or employee of Playhouse Corner. Violation of the above Rule and Regulation shall result in a fine of One Hundred Dollars (\$100.00) per occurrence towards the Unit Its employee or tenant in violation. This policy shall be strictly enforced.





FIRST FLOOR PLAN  
MAIN BUILDING

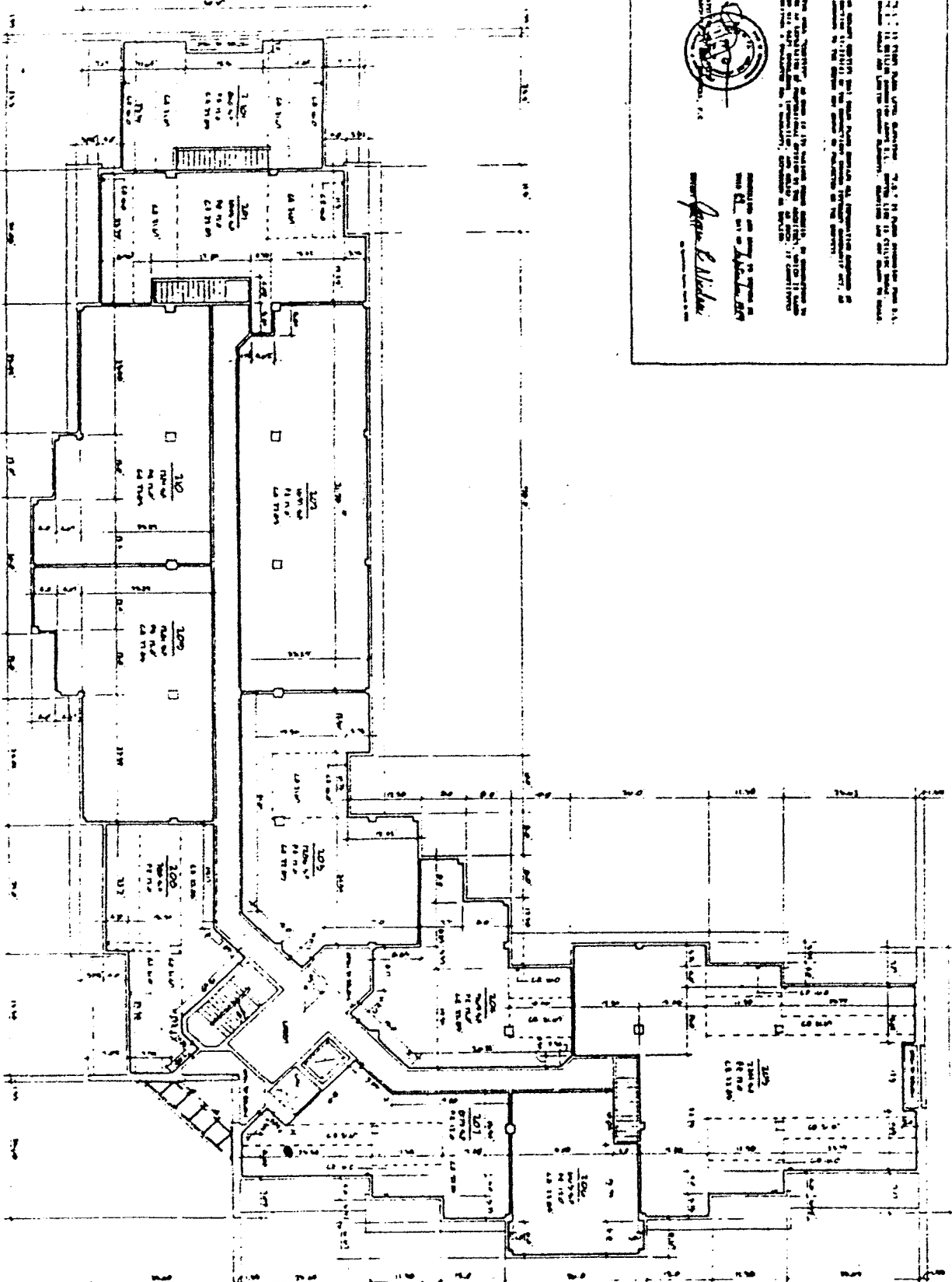



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DESIGNED AND DRAWN BY  
*James E. Walker*  
 ARCHITECT



SECOND FLOOR PLAN MAIN BUILDING




  
 JAMES E. MILLER  
 No. 1017  
 State of New York  
 Professional Engineer

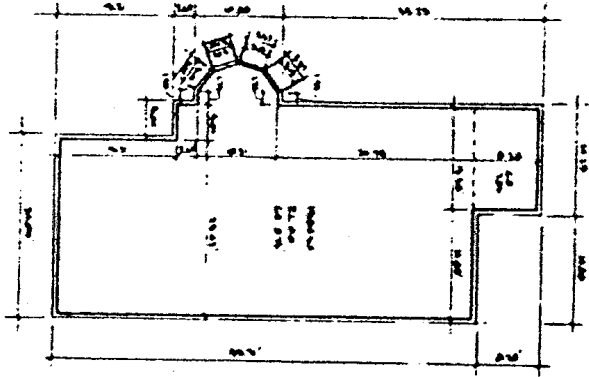
I hereby certify that the above plan, specification and description of work is a true and correct copy of the original plan, specification and description of work as shown to me by the architect or engineer in charge of the project.

Date: \_\_\_\_\_  
 Signature: *James E. Miller*  
 Title: Professional Engineer

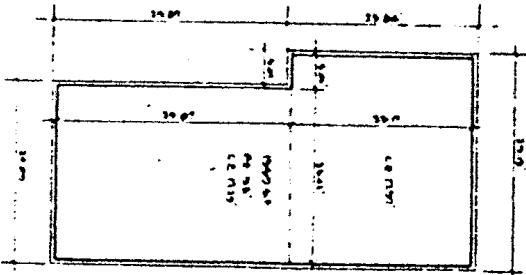
I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above is a true and correct copy of the original drawings as shown on the original set of drawings on file in my office.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 Professional Engineer



FIRST FLOOR PLAN UNIT 100



SECOND FLOOR PLAN UNIT 100



**CERTIFICATE OF INCORPORATION**  
**(Non-stock Corporation)**  
**PLAYHOUSE CORNER ASSOCIATION, INC.**

The undersigned hereby forms a corporation under the Non-stock Corporation Act of the State of Connecticut.

1. The name of the corporation is:

**PLAYHOUSE CORNER ASSOCIATION, INC.**

2. The nature of the activities to be conducted, or the purposes to be promoted or carried out by the corporation, are as follows:

**(a) To administer the operation and management of a nonresidential condominium known as Playhouse Corner located in Southbury, Connecticut (the Condominium), to be in accordance with the provisions of the Connecticut Common Interest Ownership Act, the Declaration establishing the Condominium, the By-Laws of the Corporation and the Rules and Regulations promulgated pursuant thereto, for and on behalf of the owners thereof and in connection therewith to perform or cause to be performed the following acts and services:**

**(1) To supervise, care for, operate and maintain all the buildings, structures, grounds, ways and other facilities, installations, personal property and appurtenances belonging to or relating to the Condominium.**

**(2) To prepare annually or more often than annually, estimates of the costs and expenses or rendering such services and performing said functions, and to apportion such estimated costs and expenses among the unit owners obligated to bear the same.**

**(3) To make, promulgate and enforce on behalf of unit owners of the Condominium compliance with such Rules and Regulations as may be necessary or proper from time to time, with respect to the safe occupancy and reasonable use and enjoyment of such buildings, structures, grounds, ways and facilities, and to perform in respect of the Condominium all such other and additional services and acts as are customarily performed by managers or managing agents of real property, including, without limitation, keeping or causing to be kept appropriate books and records, preparing and filling all necessary reports, returns, making or causing to be made audits of books and accounts, retaining counsel, auditors**

**and accountants, appraisers and other persons or services as may be necessary for or incidental to any of the foregoing purposes.**

**(b) To do and perform or cause to be performed all such other acts and services as may be necessary, suitable or incidental to any of the foregoing purposes and objects.**

**(c) Without being limited to the foregoing, to engage in any lawful act or activity for which corporations may be formed under the Non-stock Corporation Act of the State of Connecticut, Chapter 600 of the Connecticut General Statutes, as may be amended.**

**3. The corporation is nonprofit and shall not have or issue shares of stock or pay dividends.**

**4. The classes, rights, privileges, qualifications, obligations, and the manner of appointment of members are as follows:**

**(a) The corporation shall have only a single class of members.**

**(b) There shall be one membership appurtenant to the ownership of each Unit in the Condominium which shall belong to the owner thereof, or if more than one, shared by the co-owners in the same proportions as they share their ownership interest and each owner or co-owner shall be considered a member of the corporation.**

**(c) Each membership shall be entitled to vote on each matter submitted to the membership for action in accordance with the votes in the association allocated to the Unit in the Declaration. Prior to the first annual meeting of the members, the corporation shall act without vote of the membership.**

**(d) Membership shall not be terminated except that the membership appurtenant to a Unit in the Condominium shall be transferred automatically to the grantee(s) of an ownership interest in the Unit upon the conveyance of such interest (except a conveyance by virtue of a mortgage deed) or to anyone acquiring title to a Unit as a result of foreclosure proceedings whereupon the membership interest of the**



**grantor(s) or the foreclosed proceedings whereupon the membership interest of the grantor(s) or the foreclosed owner, as the case may be, shall cease.**

**(e)No members other than the Declarant of the Condominium (G . Thomas Nettleton, or his heirs, representatives, successors and assigns), shall be entitled to vote until the first annual meeting of the corporation. The first annual meeting of the corporation shall be held within sixty (60) days after the conveyance of one-third of the Units that may be created in the Condominium to unit owners other than the Declarant. At the first annual meeting, members other than the Declarant shall vote to elect by majority vote, one (1) member of the Board of Directors to hold office for a term of two (2) years and until his successor is elected and qualified and the Declarant shall appoint two (2) directors to hold office for a term of one (1) year, or if the “period of Declarant control” shall have terminated at the time of said meeting, all unit owners (including the Declarant) shall vote to elect the full Board of Directors.**

**As used in this certificate the term "period of Declarant control" shall mean the period commencing on the date of the filing of the Declaration and terminating upon the earliest of the following: (a) sixty (60) days after the conveyance of sixty percent (60%) of the Units that may be created in the Condominium to unit owners other-than the Declarant, (b) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business.**

**(f) Each member shall have the rights, privileges and obligations granted to or imposed upon unit owners by the provisions of the Connecticut Common Interest Ownership Act, the Declaration, the Bylaws of the Corporation and the Rules and Regulations promulgated pursuant thereto.**

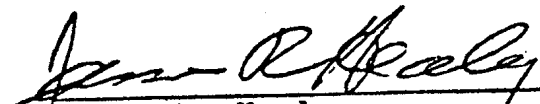
**5. The Corporation shall have three (3) directorships which, commencing when unit owners other than the Declarant may vote for the election of Directors, shall be classified with respect to the time in which they shall severally hold office by dividing them into two (2) classes: Class A and Class B. At the first annual meeting at which Unit Owners other than the Declarant may vote for the election of directors one (1) Class A Director shall be elected to hold office for a term of two (2) years, or until his successor is elected and qualified and two (2) Class B Directors shall be elected to hold office for a term of one (1) year, or until their respective**

successors are elected and qualified. Thereafter at each annual meeting, a successor shall be elected for each Director whose term expires in that year to hold office for a term of two (2) years, or until his successor is elected and qualified, so that the term of one class of Directors will expire each year.

6. The duration of the corporation is perpetual.

I hereby declare under the penalty of false statement that the statements made in the foregoing Certificate are true.

Dated at Southbury this 10<sup>th</sup> day of September 1989.

  
James R. Healey  
Sole Incorporator  
✓ Recor 2003 (1 copy. copy keep)  
Sturges & Mathes  
370 Main ST

FILED  
STATE OF CONNECTICUT  
SEP 25 3 00 PM '89

## PARKING NOTICE

All Unit owners and Lessees: Attached is a diagram of the Areas to be used for employee parking, note areas in yellow for employees, please post in a conspicuous area for your employees to be aware of where they should park. Remember the parking fine per occurrence is \$25.00

