

**3300 PARK AVENUE CONDOMINIUM  
ASSOCIATION, INC**

**AMENDED DECLARATION, BYLAWS, AND RULES &  
REGULATIONS**

**AS FILED ON THE CITY OF BRIDGEPORT LAND RECORDS  
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DATED AUGUST 18, 2011**

**Prepared For:**

The Board of Directors & Association Members  
3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.  
3300 Park Avenue  
Bridgeport, Connecticut 06604

**Amendments Prepared By:**

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AFTER FILING RETURN TO:

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**AMENDMENTS TO THE  
DECLARATION AND BYLAWS OF  
3300 PARK AVENUE CONDOMINIUM**

**WHEREAS**, 3300 Park Avenue Condominium Association, Inc., is the association of unit owners of and for 3300 Park Avenue Condominium; and

**WHEREAS**, the said Condominium was originally established by a Declaration and Bylaws dated July 7, 1982 recorded in Volume 1683 at Page 1076 of the Bridgeport Land Records, and has been amended a number of times since; and

**WHEREAS**, the Association desires to further amend the said Declaration and Bylaws as stated herein; and

**WHEREAS**, pursuant to the Condominium Act, the Common Interest Ownership Act, Article 17 of the said Declaration, and Section 14 of the said Bylaws, more than 66-2/3% of the Unit Owners cast votes in person or by proxy at a meeting of the Association duly called for such purpose in favor of these amendments on April 21, 2011 following notice to them and to their mortgagees appearing on the records of the Association, if any;

**NOW, THEREFORE**, the Declaration is amended and restated as follows:

**AMENDED AND RESTATED DECLARATION OF  
3300 PARK AVENUE CONDOMINIUM**

**ARTICLE 1: SUBMISSION OF PROPERTY**

The property herein described, including the improvements thereon or to be constructed thereon, is submitted to the Condominium Act of 1976, Chapter 825, Connecticut General Statutes, as superseded in part by the Common Interest Ownership Act, Chapter 828, Connecticut General Statutes, as they may be from time to time amended, hereinafter collectively referred to as the " Act", for the specific purpose of creating and establishing 3300 Park Avenue, An Expandable Condominium under a plan of ownership and use known as condominium ownership. The name by which this project is to be identified is 3300 Park Avenue Condominium (hereinafter referred to as the "Condominium").

**ARTICLE 2: DEFINITIONS**

As used in this Declaration and the accompanying By-Laws, the following terms shall have the meanings herein ascribed to them, unless the context otherwise requires:

**Section 1 - Appurtenant or Common Interest**: (a) the undivided interest in the Common Elements appurtenant to a unit; (b) the interest of a Unit Owner in any units previously acquired by the Association or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of a Unit Owner in any other asset of the Condominium.

Section 2 - Association: The Connecticut non-stock corporation known as 3300 Park Avenue Condominium Association, Inc. comprised of the unit owners acting as a group under the By-Laws and this Declaration and the Act. All Unit Owners automatically become members of the Association upon purchase of a unit.

Section 3 - Board of Directors: The Board of Directors of the Association, as it may be from time to time constituted pursuant to the By-Laws or applicable law.

Section 4 - Building: A structure or structures containing one or more units and comprising a part of the property.

Section 5 - By-Laws: The By-Laws of the Association as attached hereto and made a part hereof.

Section 6 - Charges: Common Charges and Special Charges, each of which is defined as follows:

- (i) Common Charges: The Charges assessed against Units for their share of Common Expenses, as defined in Section 14 hereof, or as provided by the By-Laws.
- (ii) Special Charges: Fines, penalties, interest, liquidated charges established by the By-Laws, and all Charges for Special Expenses as defined in Section 14 hereof which are attributable to a specific Unit or Units or which are designated by the Board of Directors as Special Expenses.

Section 7 - Common Elements: The common areas and facilities as described herein, being all portions of the property except the Units. (See also: Limited Common Elements, Section 15).

Section 8 - Common Profit: The balance of all income, rent, profits and revenues from the Common Elements remaining after the deduction of the Common and Special Expenses.

Section 9 - Condominium: The real property and any incidents thereto and interests therein lawfully submitted to the Act by the recordation of condominium instruments pursuant to the Act, to be known as 3300 Park Avenue Condominium.

Section 10 - Condominium Instruments: This Declaration, the By-Laws, the survey, maps and plans recorded and filed pursuant to the Act; any exhibit, schedule or certification accompanying a Condominium Instrument and recorded or filed simultaneously therewith. Any amendment or modification of any Condominium Instrument shall, from the time of the recordation or filing of such amendment or modification, be deemed an integral part of the affected Condominium Instrument, so long as such amendment or modification was made in accordance with the provisions of the Act.

Section 11: [Deleted.]

Section 12 - Declaration: This Declaration of Condominium, as it may be amended from time to time.

Section 13 - Expansion Parcel: That parcel of land being more particularly described in Exhibit A-2 hereof.

Section 14 - Expenses: Common Expenses and Special Expenses, each of which is separately defined as follows:

- (i) Common Expenses: (1) Expenses of administration, maintenance, repair or replacement of the Common Elements; (2) Expenses declared to be Common Expenses by the Condominium Instruments or by the Act; (3) Expenses agreed upon as Common Expenses by the Association; (4) Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association; (5) Any expense which the Association may incur or authorize for the benefit of the condominium as a whole and/or all of the Unit owners.

- (ii) Special Expenses: Expenses attributable to a specific Unit or Units, including but not limited to expenses for administration, maintenance, repair or replacement of the Limited Common Elements that the Condominium Instruments or the Association exclude from Common Expenses.

Section 15 - Limited Common Elements: All those Common Elements designated in this Declaration as reserved for the use of a certain unit or units to the exclusion of other units. A further description is contained in Article 7 of this Declaration.

Section 16 - Majority or Majority of Unit Owners: Exhibit C of this Declaration sets out each unit's share of the Common Elements expressed as a percentage. Whenever the terms "Majority" or "Majority of Unit Owners" are used in the Condominium Instruments, said terms mean the votes of unit owners owning among them more than fifty (50%) percent of the share or interest in the Common Elements. Whenever the Condominium Instruments specify any percentage of unit owners, it means the owners of at least that percentage of the interest in the Common Elements.

Section 17 - Manager: Any person, firm or corporation employed or engaged to perform management services for the Condominium and the Association. The term includes management agent.

Section 18 - Percentage Interest: The percentage of undivided interest in the Common Elements or a re-assignment of the same pursuant to the Act or any related or successor statute.

Section 19 - Person: Any individual, corporation, partnership, association, trustee or other entity, or any combination thereof, legally capable of holding an interest in real property under the laws of the State of Connecticut.

Section 20 - Property: That piece or parcel of land particularly shown and described in Exhibit A (legal description) and Exhibit A-1 (survey map), and all expansions of the Condominium as depicted in the Exhibits attached hereto and made a part hereof; including all buildings, improvements and structures thereon and all easement rights and appurtenances belonging thereto which have been or are intended to be submitted to the provisions of the Act.

Section 21 - Rules: Rules for the conduct of persons and the use and appearance of Common Elements, Limited Common Elements and Units of the Condominium, made and promulgated by the Board of Directors pursuant to the By-Laws and made a part thereof.

Section 22 - Unit: A part of the property including one or more rooms or designated spaces located on one or more floors or a part or parts thereof in a building or buildings, intended for any type of independent use, and with a direct exit to a public street or highway or to common elements leading to such street or highway. A unit shall comprise one of the separate and numbered units which are designated in Exhibit C herein. The Condominium contains residential units and garage units. The boundaries of a unit are described as follows:

- (a) The perimeter boundaries are the undecorated and/or the unfinished interior surfaces of the perimeter walls, and the undecorated and/or the unfinished interior surfaces of the sills, thresholds, and doors along the perimeter walls, and the exterior surface of any window glass.
- (b) The upper boundary of the unit is the undecorated and/or unfinished interior surface of the ceiling and the exterior surface of any skylight. If the unit contains one or more stories located directly above each other, the upper boundary of the unit shall be the undecorated and/or unfinished inner surface of the ceiling of the uppermost story.

- (c) The lower boundary of the unit is the undecorated and/or unfinished interior surface of the floor. If a unit contains two or more stories located directly above each other, the lower boundary of the unit shall be the undecorated and/or unfinished interior surface of the floor of the lowermost story or basement.
- (d) If the surface of the perimeter, upper or lower boundary of the unit is interrupted by any shute, flue, fireplace, duct, vent, hatchway, pipe, or conduit, the boundary of the unit at that point shall be determined by a continuation of the plane of the surface of the perimeter, upper, or lower boundary at that point of interruption.
- (e) Notwithstanding the foregoing, this definition of Unit specifically excludes all shutes, pipes, flues, ducts, wires, conduits and other facilities running through any unit for the purpose of furnishing utility and similar services to other units or the common elements. This definition further excludes all spaces and improvements lying beneath the undecorated or unfinished surfaces of any columns, foundations or walls supporting the building in which the unit is located.

Section 23 - Unit Owner: The person or persons owning a unit and the percentage interest appurtenant thereto, the grantees, heirs, executors, administrators, successors and assigns of such person or persons and a mortgagee or lienholder holding both legal and equitable title. All other terms as used herein and in the Condominium Instruments, unless the context otherwise requires, shall have the same meaning as they do in the Act.

#### **ARTICLE 3: DESCRIPTION OF LAND**

The land submitted to the condominium form of ownership under the Act is the land described in Exhibit A, Exhibit AA, and Exhibit AAA attached hereto and made a part hereof. Reference is also made to the Surveys attached hereto as Exhibit A-1, Exhibit AA-1, and Exhibit AAA-1.

#### **ARTICLE 4: DESCRIPTION OF BUILDINGS**

A description of each building constructed upon the land described in Article 3 hereof, which describes, as to each building, the number of stories and basements, the number of units, and the principal materials of which each is constructed is more particularly set forth in Exhibit B, Exhibit BB, and Exhibit BBB attached hereto and made a part hereof. Reference is also made to the Site Plans attached hereto as Exhibit B-1, Exhibit BB-1 and to the Surveys attached hereto as Exhibit A-1, Exhibit AA-1, and Exhibit AAA-1.

#### **ARTICLE 5: DESCRIPTION OF UNITS**

A general description of each unit, including its unit designation, approximate area, location, and other data necessary for its proper identification may be had by reference to Exhibit A-1, Exhibit AA-1, Exhibit AAA-1, Exhibit AAA-2, Exhibit B-1, Exhibit BB-1, and Exhibit C. Reference is also made to the Unit Plans attached hereto as Exhibit C-1 and Exhibit C-3, and to the definition of Unit contained in Article 2, Section 22, of this Declaration.

#### **ARTICLE 6: DESCRIPTION OF COMMON ELEMENTS, AREAS AND FACILITIES**

Common Elements consist of all portions of the Condominium other than the Units. By way of illustration only, Common Elements, Areas and Facilities include but are not limited to the following:

- (a) the land on which any building is located;
- (b) the foundations, columns, girders, beams, supports, main walls, and roofs of any building;
- (c) the yards, gardens, roads, driveways and parking areas, if any;
- (d) installation of central services such as power, light, and water;
- (e) tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use; and
- (f) all other parts of the property, which are not part of the Units.

**ARTICLE 7: DESCRIPTION OF LIMITED COMMON ELEMENTS**

Limited Common Elements consist of those common elements, areas and facilities designated in this Declaration as reserved for the use of a certain unit or units to the exclusion of all other units, provided, however, that the ownership of all Limited Common Elements is vested in all the Unit Owners. Reference is hereby made to Exhibit C-2 for a more particular description of said limited common elements.

**ARTICLE 8: PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPERTAINING TO EACH UNIT**

The percentage of the undivided interest in the Common Elements appurtenant to each unit is more particularly set forth in Exhibit C annexed hereto. The total percentage of the undivided interest of all units equals 100%. The percentage appurtenant to each unit shall be the percentage of Common Expenses and Common Profits appertaining to each unit and its owner(s).

**ARTICLE 9: USE, PURPOSES AND RESTRICTIONS**

The use of the property and the purpose for which the units located thereon are intended shall be in accordance with this Declaration, the By-Laws, the Rules, and the Act.. The Association, acting by its Board of Directors, shall have the right to levy liquidated charges for violations of the same as it may duly adopt. Any charge so levied shall be collected as a special charge against the particular unit owner involved, and the collection may be enforced by the Board of Directors in the same manner as it is entitled to enforce collection of common charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief and all other rights and remedies as may be available.

The following use restrictions apply to all Units, Common Elements, and Limited Common Elements:

- (a) Each Unit is restricted to residential use as a single-family residence including home occupational pursuits as regulated by the Board of Directors.
- (b) No Unit may be leased or rented except in its entirety, for a term of no less than one year, and by written agreement which states that all tenants will abide by the Condominium Instruments and a copy of which is provided to the Board of Directors prior to commencement.
- (c) No Unit or other portion of the Property may be improved or altered in any manner which impairs the structural integrity, mechanical systems, or support of any portion of the Condominium without the prior written permission of the Board of Directors.

(d) Responsibilities for maintenance, repair, and replacement of the Property shall be allocated between the Unit Owners and Association as provided in the By-Laws and Rules.

(e) No owner, tenant, occupant, or guest may park any vehicle in the reserve parking areas or anywhere else on the Property unless two other vehicles are already parked in the unit's garage and the unit's adjacent designated parking area.

(f) The Association by its Board of Directors shall have the fullest authority provided by law for adopting and enforcing Rules to clarify and implement these restrictions and to otherwise regulate the use and occupancy of the Property in any manner which does not contradict a provision of this Declaration, the By-Laws, or the Act.

**ARTICLE 10: ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION**

- (a) In order to provide for the orderly and efficient administration of the business of the Condominium and the management thereof by the condominium unit owners, a nonstock corporation, known and designated as 3300 Park Avenue Condominium Association, Inc. (hereinafter referred to as the "Association"), has been organized. The Association shall administer the operation and management of the Condominium and perform all acts and duties incident thereto in accordance with the terms, condition and provisions of this Declaration and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the Rules promulgated by the Association from time to time.
- (b) Each of the owners of each Condominium Unit shall automatically become a member of the Association upon such owner's acquisition of any ownership interest in any Condominium Unit within the Condominium. The membership shall terminate automatically at such time as the owner or owners divest themselves of such ownership interest and title to such Condominium Unit (whether voluntarily, by operation of law or otherwise), regardless of the means by which such ownership shall be divested.

**ARTICLE 11: BY-LAWS**

Annexed hereto and made a part hereof is a copy of the By-Laws of 3300 Park Avenue Condominium Association, Inc.

**ARTICLE 12: PERSON TO RECEIVE SERVICE**

Bernard Green, c/o Green and Gross, P.C., 64 Lyon Terrace, Bridgeport, Connecticut, is hereby designated to receive notice of process in any action which might be brought against the Association until and unless the Association appoints a different person or entity for this purpose. All changes of the agent to receive service of process shall be done in the manner prescribed by the Connecticut General Statutes as the same may exist from time to time.

**ARTICLE 13: LIEN FOR COMMON CHARGES AND SPECIAL CHARGES**

- (a) All sums assessed by the Association of Unit Owners, but unpaid, for the share of the common expenses chargeable to any unit shall constitute a lien on such unit pursuant to the Act.
- (b) Funds for the payment of special expenses shall be obtained by assessment of special charges against the unit owner(s) to whom they are attributable. If special charges are assessed but unpaid, they shall constitute a lien on the unit in favor of the Association from the due date of the assessment; the lien shall have the same priority and shall be

automatically perfected and foreclosed in the same manner as provided in the Act with respect to a lien for common charges.

- (c) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or by deed in lieu of foreclosure, will not be liable for such unit's unpaid common or special charges which accrue prior to the acquisition of title to such unit by the mortgagee, but such common or special charges shall continue to encumber the unit until paid in full as provided in the Act.

**ARTICLE 14: POWER OF ATTORNEY TO ASSOCIATION**

Each unit owner, by the acceptance of a deed or by the exercise of any incident of ownership, grants to the Association, acting by its President, an irrevocable Power of Attorney, coupled with an interest, to acquire title to or to lease any unit whose owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or judicial sale, in the name of the Association or its designee, corporate or otherwise, on behalf of all unit owners; and to convey, sell, lease, mortgage, or otherwise deal with any such unit so acquired, or to sublease any unit leased by the Association. Further, the Association, acting by its President pursuant to said Power of Attorney, may grant easements over the Common Elements and may execute any deed or instrument conveying or releasing any interest in and to the common elements on behalf of all unit owners, and may accept any such instrument on behalf of all unit owners.

**ARTICLE 15: UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS**

All present and future unit owners, tenants, mortgagees and occupants of units shall be subject to and shall comply with the provisions of this declaration, the by-laws of the association and the rules which may be adopted by the association, and as all of them may be amended from time to time. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or for any other relief to which the party bringing such action may be entitled. Such action may be brought by the association of unit owners against any unit owner or owners or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action. If any such action results in a final judgment or decree in favor of the party instituting such action, such judgment or decree may incorporate a provision for reasonable attorney's fees, as specified in such judgment or decree, to be paid by the party against whom such judgment or decree is entered. The acceptance of a deed of conveyance or the entering into occupancy of any unit shall constitute agreement that the provisions of the condominium instruments and rules and the Act as they may exist or be amended from time to time are accepted and ratified by such owner, tenant, mortgagee, or occupant, and all of such provisions shall be deemed and taken to be covenant running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

**ARTICLE 16 [Deleted.]**

**ARTICLE 17: AMENDMENT OF DECLARATION**

This declaration may be amended by vote of at least 66 2/3% of the Unit Owners cast in person or by proxy at a meeting duly called for such purpose in accordance with the provisions of the by-laws and, notwithstanding any provisions to the contrary in the by-laws, following written notice to all Unit Owners and their mortgagees appearing on the records of the association. If such amendment directly or indirectly changes the boundaries of any unit, the



undivided interest in the common elements appertaining thereto, the liability for common elements appertaining thereto, the liability for Common Expenses or rights to Common Profits appertaining thereto, or the number of votes in the Association appertaining thereto, such amendments shall require the affirmative vote of 75% of the Unit Owners and shall, in addition, require the consent of the mortgagees appearing on the records of the association of at least 75% of the units subject to mortgages. No such amendments shall be effective until recorded in the Office of the Bridgeport Town Clerk.

**ARTICLE 18: ENCROACHMENTS**

- (a) The existing physical boundaries, as defined in the Condominium Instruments, of any unit or Common Element constructed or reconstructed in substantial conformity with the condominium plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building and regardless of minor variations between the physical boundaries as described herein or shown on the condominium plan and the existing physical boundaries of any such unit or Common Element. This presumption applies only to encroachments within the Condominium.
- (b) If any portion of any Common Element encroaches on any unit or if any portion of a unit encroaches on any Common Element, as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands. The purpose of this paragraph is to protect the Unit owners, except in cases of willful and intentional misconduct by them or their agent or employees, and not to relieve any contractor, subcontractor, or materialman of any liability which any of them may have by reason of any failure to adhere substantially to the survey maps and plans.
- (c) If any part of this Condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed as authorized in the Act, encroachment of any Condominium Unit on any Common Element, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance of them shall exist so long as the building stands.

**ARTICLE 19: EASEMENTS TO COMMON ELEMENTS  
AND LIMITED COMMON ELEMENTS**

- (a) Each Unit Owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the Common Elements or Limited Common Elements and serving his unit. Each unit, Common Element or Limited Common Element shall be subject to an easement in favor of other units, Common Elements or Limited Common Elements to use the pipes, ducts, cables, wire, conduits, public utility lines, and other Common Elements serving such other unit, Common Element or Limited Common Element.
- (b) Subject to any restrictions and limitations the Condominium Instruments may specify, the Association shall have a transferable easement over and on the Common Elements for the purpose of making improvements on the property and for the purpose of doing all things reasonably necessary and proper in connection therewith.

- (c) The conveyance or the disposition of a Condominium Unit shall include and grant, and shall be subject to, any easement arising under the provisions of this Declaration without specific or particular reference to the easement.

**ARTICLE 20: SEVERANCE, PARTITION OR DIVISION**

- (a) No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to this unit without including therein all interest appurtenant thereto, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.
- (b) The Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of the Act.

**ARTICLE 21: TERMINATION**

The Condominium formed under this Declaration and by the By-Laws attached hereto may be terminated by action of the Unit Owners as follows:

- (a) The Unit Owners may remove this property from the provisions of the Act by recording an instrument to that effect, containing the signature of 90% of the Unit Owners, provided the holders of all liens affecting any of the units consent thereto or agree, in either case by recorded instruments, that their liens be transferred to an undivided interest in the property.
- (b) Upon removal of the property from the provisions of the Act, the Unit Owners shall own the property as tenants in common with undivided interests equal to the percentage of undivided interests in the Common Elements owned by each such owner immediately prior to the recordation of the instrument referred to in subsection (a). As long as such tenancy in common continues, each Unit Owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his unit.
- (c) Upon removal of the property from the provisions of the Act, any right the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately prior to the recordation of the instrument referred to in subsection (a).
- (d) The removal of this property shall not bar the subsequent resubmission thereof to the provisions of the Act by an instrument signed by the same percentage of Unit Owners and mortgagees as specified in subsection (a) of this Article.

**ARTICLE 22: RESIDENTS UNDER 16 YEARS OF AGE PROHIBITED**

No children under the age of 16 years of age shall be permitted to occupy any condominium unit or portion thereof other than on a temporary basis. "Temporary basis" as used herein shall mean a visitation not to exceed two consecutive weeks, nor to exceed four weeks in any one year, it being the intention that temporary visitation by such children shall be permitted, but that permanent residence shall be prohibited to all persons under the age of 16 years. This prohibition may not be amended except by a vote of at least 85% of the unit owners cast in person or by proxy at a meeting duly called for such purpose in accordance with the provisions

of the By-Laws, and, notwithstanding any provisions to the contrary in the By-Laws, following written notice to all unit owners and their mortgagees appearing on the records of the association.

**ARTICLE 23: SEPARATE CONVEYANCE OF GARAGE UNITS PROHIBITED**

Exhibit C hereof indicates the garage unit appurtenant to each corresponding residential unit. Said garage units may not be separately conveyed except in conjunction with a conveyance of the residential unit to which it corresponds. In the event that any residential unit is conveyed, mortgaged or liened without a conveyance, mortgage or lien of the corresponding garage unit, such conveyance, mortgage or lien shall be deemed to include a conveyance, mortgage or lien of the corresponding garage unit. A unit owner may permit other unit owners to use his garage unit on a temporary basis. The garage units shall not be used or leased except by or to unit owners or their guests.

**ARTICLE 24: EXPANSION**

The Condominium has been fully expanded and contains its maximum of 36 units.

**ARTICLE 25: MISCELLANEOUS**

- (a) Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors in care of the President or the Association and to the managing agent if there shall be a managing agent. All notices to any Unit Owner shall be mailed or delivered to the building in which the unit is situated, or to such other physical or electronic mailing address as may have been designated by him from time to time in writing to the Board of Directors. All notices to mortgagees of units shall be sent by registered mail or certified mail or electronic 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 change of address which shall be deemed to have been given when received.
- (b) Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the enforceability or effect of the balance of this Declaration.
- (c) Captions. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of this Declaration or the intent of any provision thereof.
- (d) Waiver. No restriction, condition, obligation or covenant contained in this Declaration shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (e) Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine and neutral gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
- (f) Non-Applicability of Ejusden Generis. The rules of ejusden generis shall not be applicable to limit a general statement following or referable to any numeration of specific matter to matters similar to the matter specifically mentioned.

**ARTICLE 26: RIGHT TO ASSIGN FUTURE INCOME**

The Association may assign its future income, including its right to receive common expense assessments, only by the affirmative vote of Unit Owners of units to which at least fifty-one (51%) percent of the votes of the Association are allocated at a meeting called for that purpose.

**EXHIBIT A: DESCRIPTION OF CONDOMINIUM PROPERTY**

All that certain real property located in the City of Bridgeport, County of Fairfield and State of Connecticut, being a portion of the premises shown on a certain map entitled "Survey '3300 Park Avenue' An Expandable Condominium Phase One Park Avenue Bridgeport, Connecticut," dated May 20, 1982, prepared by J & D Kasper & Associates, which map is on file or is to be filed in the Bridgeport Town Clerk's Office, being more particularly bounded and described as follows: Commencing at a point on the easterly street line of Park Avenue at the northwesterly corner of the herein described parcel, thence running along land of Park Construction & Development Corporation N 80-47-43 E 258.00 feet, N 82-32-36 E 79.07 feet, and S 7-07-13 E 88.66 feet to land now or formerly of the Inwood Sales Corporation and known as the Inwood Condominium South; thence running along land now or formerly of the Inwood Sales Corporation known as the Inwood Condominium South N 82-43-31W 32.31 feet, along a curve to the left having a radius of 153.03 feet for a distance of 61.31feet, S 15-50-57 E 16.93 feet, S 56-53-11W 212.64 feet, S 18-12-11 E 35.00 feet, and along a curve to the right having a radius of 15.00 feet for a distance of 29.73 feet to the easterly street line of Park Avenue; thence along the easterly street line of Park Avenue N 18-12-11 W 234.02 feet to the point or place of beginning.

Said premises are together with, and subject to:

1. Current taxes to the City of Bridgeport;
2. Easement in favor of The United Illuminating Company and The Southern New England Telephone Company dated November 20, 1973 and recorded in Volume 1507 at Page 241 of the Bridgeport Land Records.
3. Agreement by and between Domonick Coppola, Trustee, and Bridgeport Hydraulic Company dated November 28, 1973 and recorded in Volume 1507 at Page 544 of the Bridgeport Land Records.
4. Together with the right, privilege and authority to construct, maintain, operate, repair, replace and use sanitary sewer and storm lines, all as more particularly set forth in a certain Easement from Inwood Condominium Association, Inc., attorney-in-fact for all of the unit owners of The Inwood Condominium South, to Park Construction & Development Corporation dated March 5, 1982 and recorded on March 15, 1982 on the Bridgeport Land Records, including the right, privilege and authority to perpetually maintain sewer lines in common with others, as more particularly set forth in a certain Easement dated June 28, 1973 and recorded in Volume 1495 at Page 473 of the Bridgeport Land Records.

**EXHIBIT A-2: DESCRIPTION OF EXPANSION PARCEL**

All that certain real property located in the City of Bridgeport, County of Fairfield and State of Connecticut, being a portion of the premises shown on a certain map entitled "Survey '3300 Park Avenue' An Expandable Condominium Phase One Park Avenue Bridgeport, Connecticut," dated May 20, 1982, prepared by J & D Kasper & Associates, which map is on file or is to be filed in the Bridgeport Town Clerk's Office, being more particularly bounded and described as follows: Commencing at a point on easterly street line of Park Avenue at the northwesterly corner of the herein described premises, thence running along land now or formerly of Timothy C. and Margaret D. Dailey, along land now or formerly of John M. and Elizabeth Dreher, along the southerly terminus of Rockmore Place, along land now or formerly of Edward W. and Dorothy E. Sikorski, along land now or formerly of Alton T. and Barbara V.

Terrell, along the southerly terminus of Toilsome Place, and along land now or formerly of Francis E. and Helen Fagan the following courses and distances: N 80-55-51 E 121.35 feet, N 80-48-12 E 100.36 feet, N 80-31-06 E 50.16 feet, N 79-39-46 E 100.21 feet, N 79-16-51 E 104.84 feet, N 82-06-53 E 45.59 feet and N 81-06-00 E 11.02 feet; thence running along land now or formerly of John and Theresa Gerrity, along land now or formerly of Margaret P. Alexander, along land now or formerly of George and Helen Meropoulous, along land now or formerly of Robert C. and Barbara Ann Woehrle, and along land now or formerly of Rocco and Susan Tuzzio the following courses and distances: S 20-33-39 E 56.69 feet, S 19-54-45 E 88.91 feet, S 17-06-57 E 38.87 feet, S 20-35-46 E 95.09 feet, and S 17-40-26 E 13.27 feet; thence running along land now or formerly of the Inwood Sales Corporation being known as the Inwood Condominium South the following courses and distances: S. 72-45-51 W 18.00 feet, S 86-53-50 W 145.66 feet, along a curve having a radius of 562.83 feet for a distance of 62.00 feet, S 68-05-03 W 11.43 feet, along a curve having a radius of 50.00 feet for a distance of 15.01 feet, N 37-16-49 W 7.24 feet, N 82-04-38 W 23.66 feet, N 07-55-24 E 16.53 feet, and N 82-43-31 W 11.48 feet; thence running along land of Park Construction & Development Corporation N 7-07-13 W 88.66 feet, S 82-32-36 W 79.07 feet, and S 80-47-43 W 258.00 feet; thence running along the easterly street line of Park Avenue N 18-12-11 W 93.24 feet to the point or place of beginning.

**EXHIBIT AA: DESCRIPTION OF ADDITIONAL CONDOMINIUM PROPERTY**

All that certain real property, with the building and improvements thereon, located in the City of Bridgeport, County of Fairfield and State of Connecticut, being shown as "Phase Two" on a certain map entitled "Phase Map '3300 Park Avenue' An Expandable Condominium, Park Avenue, Bridgeport, Connecticut," dated May 20, 1982, revised March 26, 1984, prepared by J. & D. Kasper & Associates, which map is on file or is to be filed in the Bridgeport Town Clerk's office. Said premises are more particularly bounded and described as follows:

Commencing at a point on the easterly street line of Park Avenue, as shown on said map, at the northwesterly corner of the herein described parcel; thence running along property now or formerly of Timothy C. and Margaret D. Daley, N80°55'51" east, 121.35 feet; thence running along property now or formerly of John M. and Elizabeth Dreher, N80°48'12" east, 100.36 feet; thence running along the southerly line of Rockmore Place, N80°31'06" east, 36.86 feet, to a point; thence running along other land of Park Construction & Development Corporation, shown as "Expansion Parcel B" on said map, S9°12'17" east, 91.97 feet, to a point; thence running along land now or formerly of Park Construction & Development Corporation, S80°47'43" west, 258 feet to a point on the easterly street line of Park Avenue; thence running along the easterly street line of Park Avenue N18°12'11" west, 93.24 feet, to the point or place of beginning.

Said premises are together with, and subject to:

1. Current taxes to the City of Bridgeport.
2. Easement in favor of The United Illuminating Company and The Southern New England Telephone Company dated November 20, 1973 and recorded in volume 1507, at page 241 of the Bridgeport Land Records.
3. Agreement by and between Domonick Coppola, Trustee, and Bridgeport Hydraulic Company dated November 28, 1973 and recorded in volume 1507 at page 544 of the Bridgeport Land Records.

4. The right, privilege and authority to construct, maintain, operate, repair, replace and use sanitary sewer and storm lines, all as more particularly set forth in a certain Easement from Inwood Condominium Association, Inc., attorney-in-fact for all of the unit owners of The Inwood Condominium South, to Park Construction & Development Corporation dated March 5, 1982 and recorded on March 15, 1982 in the Bridgeport Land Records, including the right, privilege and authority to perpetually maintain sewer lines in common with others, as more particularly set forth in a certain Easement dated June 28, 1973 and recorded in volume 1495 at page 473 of the Bridgeport Land Records.

**EXHIBIT AA-2: DESCRIPTION OF REMAINING EXPANSION PARCEL**

All that certain piece or parcel of real property located in the City of Bridgeport, County of Fairfield and State of Connecticut, being shown as "Expansion Parcel B" on a map entitled, "Phase Map '3300 Park Avenue' An Expandable Condominium, Park Avenue, Bridgeport, Connecticut," dated May 20, 1982, revised March 26, 1984, prepared by J. & D. Kasper & Associates, which map is on file or is to be filed in the Bridgeport Town Clerk's office. Said premises are more particularly bounded and described as follows:

Commencing at a point on the southerly line of Rockmore Place, as shown on said map; thence running along the southerly line of Rockmore Place, N79°30'14.6" E, 13.30 feet; thence running along land now or formerly of Edward W. and Dorothy E. Sikorski, along land now or formerly of Alton T. and Barbara V. Terrell, along the southerly line of Toilsome Place, and along land now or formerly of Francis E. and Helen Fagan, the following courses and distances:

N79°39'46" E, 100.21 feet;                      N79°16'51" E, 104.84 feet;  
N82°06'53" E, 45.59 feet;                      N81°06'00" E, 11.02 feet;

thence running along land now or formerly of John and Theresa Gerrity, along land now or formerly of Margaret P. Alexander, along land now or formerly of George and Helen Meropoulous, along land now or formerly of Robert C. and Barbara Ann Woehrle, and along land now or formerly of Rocco and Susan Tuzzio the following courses and distances:

S20°33'39" E, 56.69 feet; S19°54'45" E, 88.91 feet;      S17°06'57" E, 38.87 feet;  
S20°35'46" E, 95.09 feet; S17°40'26" E, 13.27 feet;

thence running along land now or formerly of the Inwood Sales Corporation being known as the Inwood Condominium South the following courses and distances:

S72°45'51" W, 18.00 feet;  
S86°53'50" W, 145.66 feet, along a curve having a radius of 562.83 feet for a distance of 62.00 feet;  
S68°05'03" W, 11.43 feet, along a curve having a radius of 50.00 feet for a distance of 15.01 feet;  
N37°16'49" W, 7.24 feet; N82°04'38" W, 23.66 feet;  
N07°55'24" E, 16.53 feet; N82°43'31" W, 11.48 feet;

thence running along land now or formerly of Park Construction & Development Corporation known as "Phase One" on said map, N07°07'13" W, 88.66 feet, to a point; thence along land now or formerly of Park Construction & Development Corporation, shown as "Phase One" on said map, S82°32'36" W, 79.07 feet to a point; thence along land now or formerly of Park Construction & Development Corporation, shown as "Phase Two" on said map, N09°12'17" W, 91.97 feet, to the point or place of beginning.

EXHIBIT AAA

A certain parcel of land shown and designated as "Phase Three" on a map entitled, "Phase Three, Condominium Declaration Map , 3300 Park Avenue, A condominium, Park Avenue, Bridgeport, Conn. prepared for Bienashski Construction Co. Scale: 1" = 20' dated Nov. 20, 1987 by J & D Kasper and Associates," being more particularly bounded and described as follows:

Commencing at a point, said point being the northeasterly corner of land now or formerly of Inwood Condominium South, said point also being the southeasterly corner of the parcel herein described;

Thence, southwesterly, northwesterly and northeasterly bounded by land now or formerly of Inwood Condominium South, the following nine (9) courses:

S-72-45-51-W	18.00 feet
S-86-53-50-W	145.66 feet
A curve to the left having a radius of 562.83 feet, an arc length of 62.00 feet,	
S-68-05-03-W	11.43 feet
A curve to the right having a radius of 50.00 feet, an arc length of 15.01 feet,	
N-37-16-49-W	7.24 feet
N-82-04-38-W	23.66 feet
N-07-55-24-E	16.53 feet and
N-82-43-31-W	43.79 feet to a point.

Thence, N-07-07-13-W, bounded by Phase Two as shown on said mop, a distance of 88.66 feet to a point;

Thence, in northeasterly direction, bounded by Phase Four (future expansion) as shown on said map, the following three (3) courses:

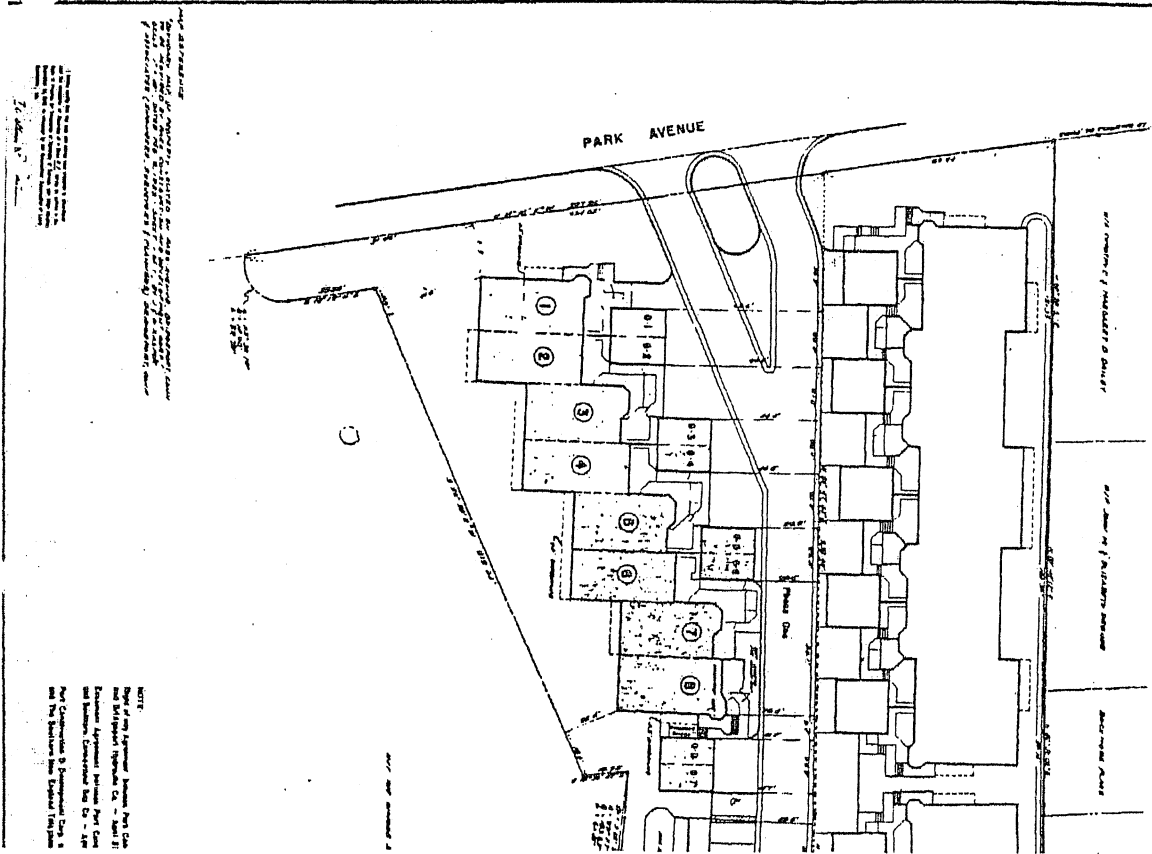
N-82-32-36-E	104.32 feet
N-40-16-40-E	54.40 feet and
N-82-28-05-E	49.65 feet to a point.

Thence, in a southeasterly direction, bounded by land now or formerly of John H. and Theresa M. Gerrity, Margaret P. Alexander, John and Paul Meropoulos and Luella Garofallou, Robert C. and Barbara Ann Woehrl, Rocco and Susan Tuzzio, each in part the following four (4) courses:

S-19-54-45-E	76.91 feet
S-17-06-57-E	38.87 feet
S-20-35-46-E	95.09 feet and
S-17-40-26-E	13.27 feet to the point and place of commencement.

Said above described parcel of land contains 37,884 square feet, 0.8697 acres.

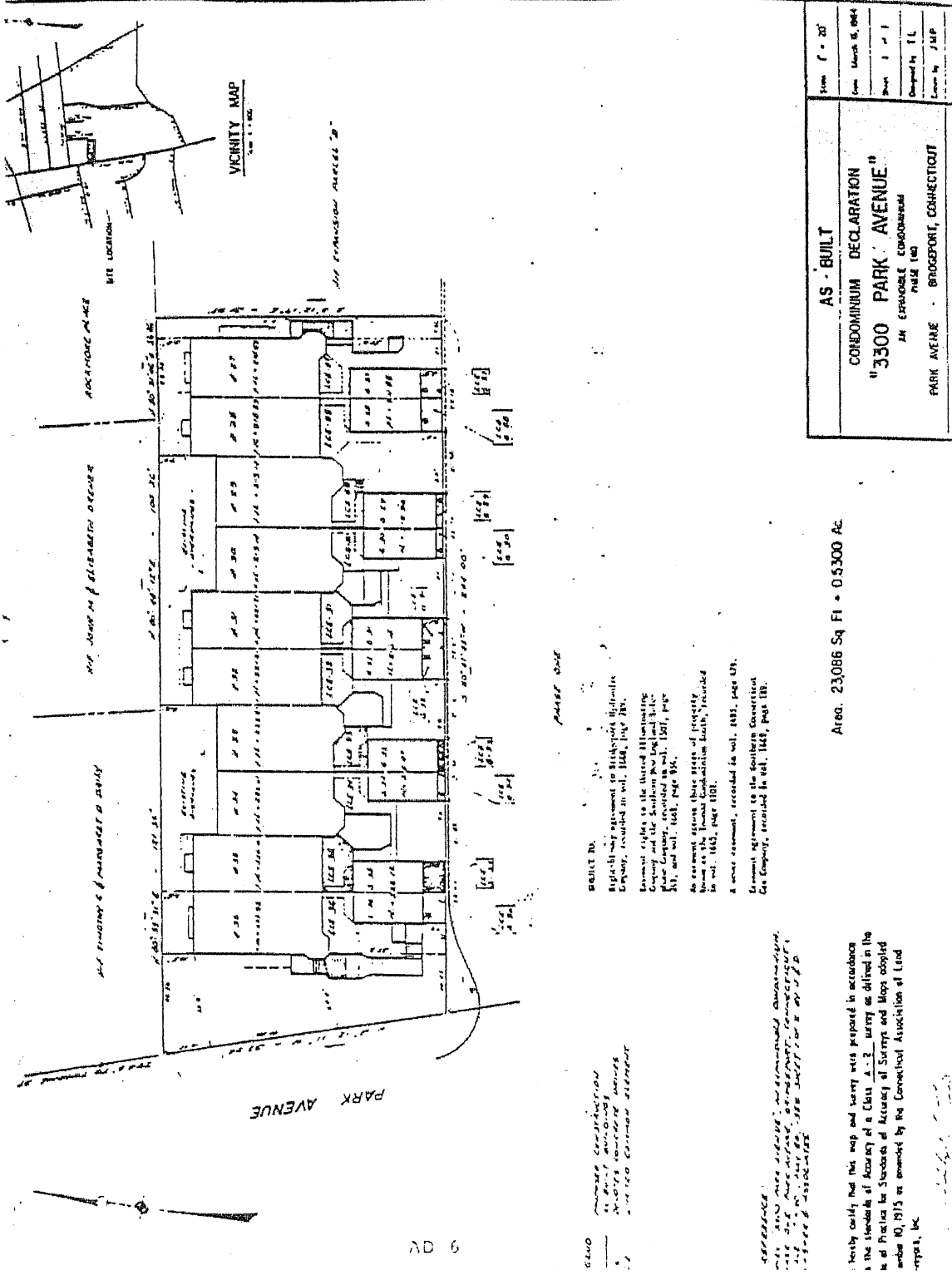
**EXHIBIT A-1: SURVEY**





BK# 0468 PG# 264  
 INST# 00020096

**EXHIBIT AA-1: SITE PLAN FOR ADDITIONAL CONDOMINIUM PROPERTY**



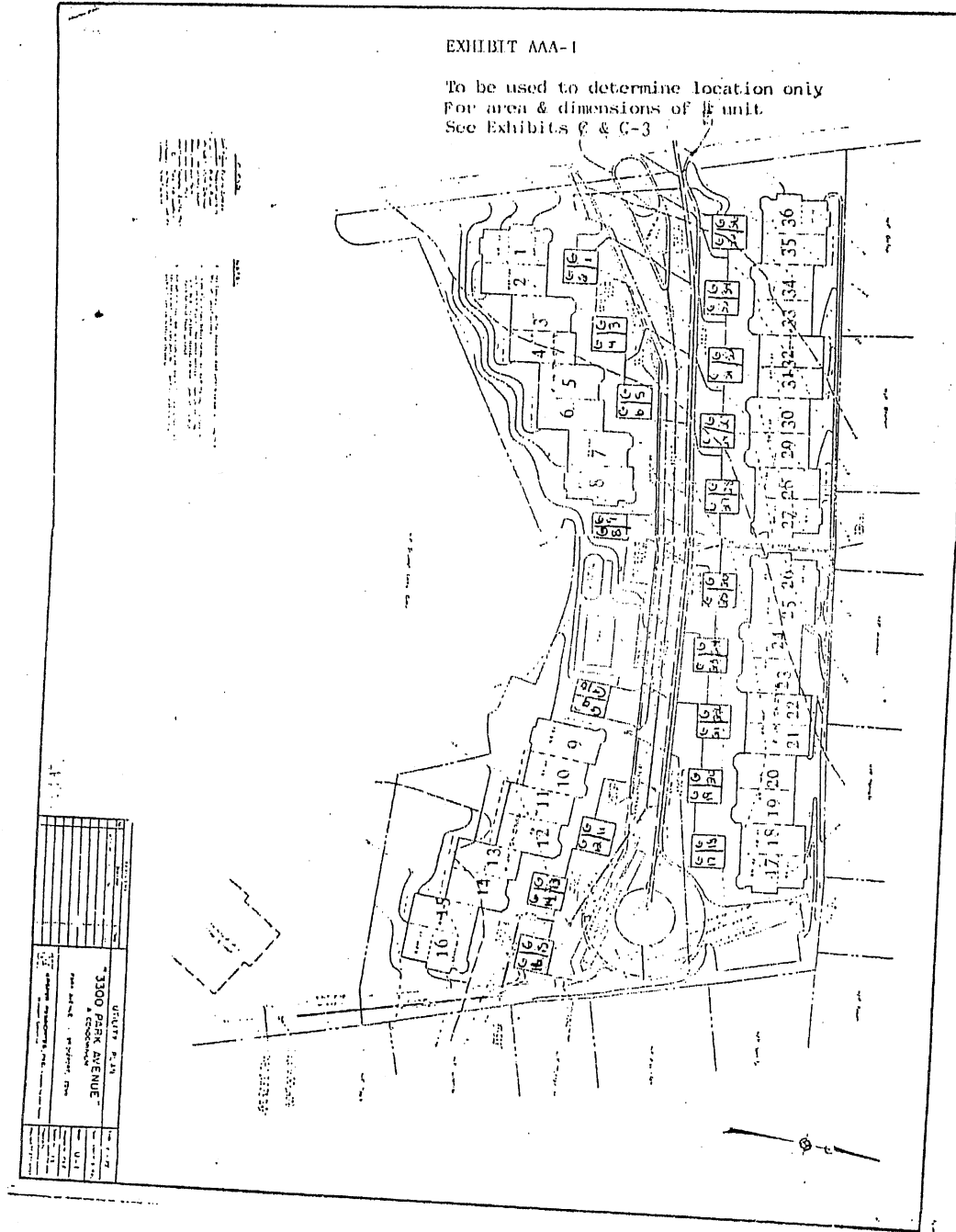
Scale	1" = 20'
Date	March 8, 1987
Sheet	1 of 1
Designed by	T.L.
Checked by	J.M.P.
<b>AS-BUILT</b> <b>CONDOMINIUM DECLARATION</b> <b>"3300 PARK AVENUE"</b> AN EXPANDABLE CONDOMINIUM PHASE TWO PARK AVENUE - BRIDGEPORT, CONNECTICUT	

**BUILD NO.**  
 Right-of-way agreement to Bridgeport Highlands Company, recorded in vol. 148, page 280.  
 Easement rights to the United Illuminating Company and the Southern New England Electric Power Company, recorded in vol. 150, page 31, and vol. 148, page 35.  
 An easement across three strips of property known as the "Trench Condominium Tracts," recorded in vol. 145, page 100.  
 A water easement, recorded in vol. 145, page 08.  
 Easement agreement to the Southern Connecticut Gas Company, recorded in vol. 145, page 08.

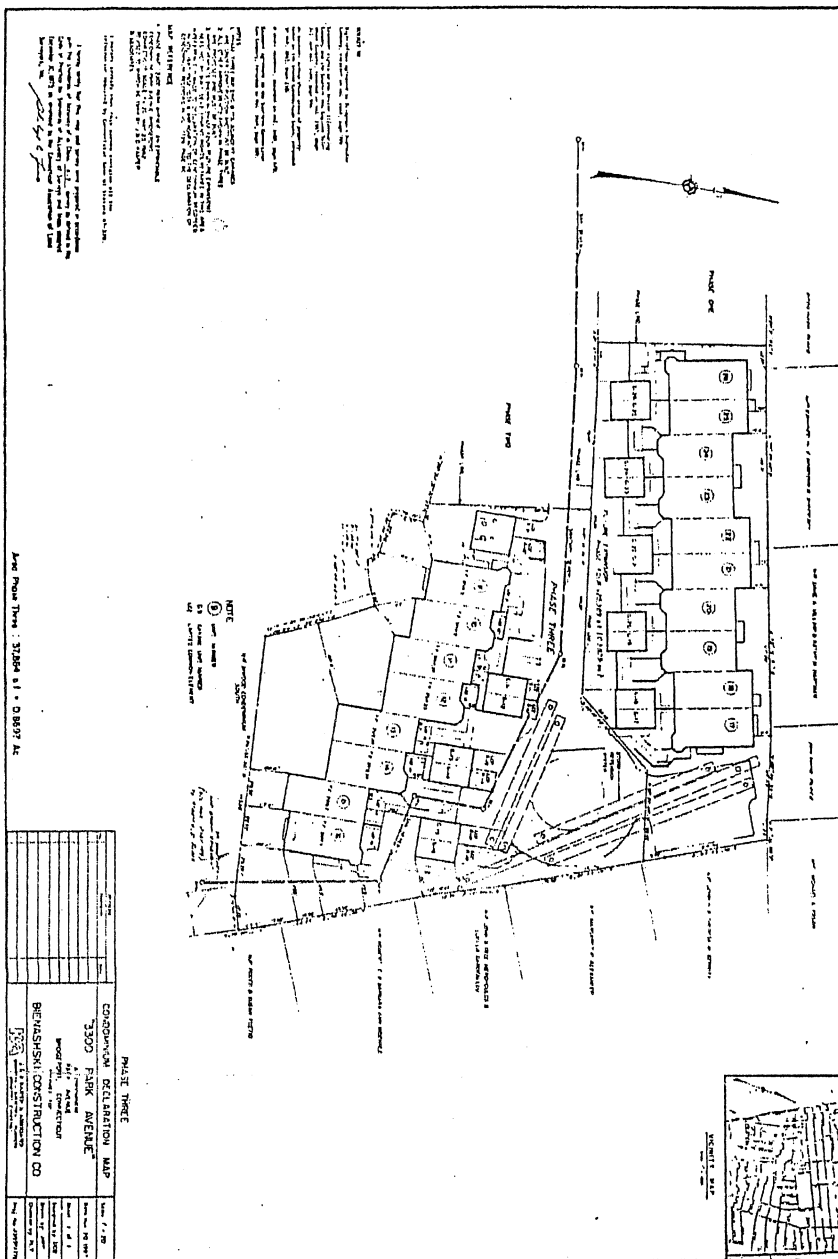
Area: 23,086 Sq Ft ± 0.5300 Ac.

BK: 0468 PG: 265  
 INST: 00020096

**EXHIBIT AAA-1**



**EXHIBIT AAA-2**



**EXHIBIT B: DESCRIPTION OF BUILDINGS**

The first phase of 3300 Park Avenue, an Expandable a Condominium, shall consist of one three-story building containing eight residential units, four garage buildings containing a total of eight (8) garage units, a swimming pool and a pool building. Each residential unit contains a full basement.

The building containing the residential units will be constructed of brick veneer over wood frame. The roof will be of asphalt shingles. The foundation will be poured concrete with concrete footing. The garages will be constructed of brick veneer over wood frame. The garage roofs will be of a rubberized covering. The garage foundations and footings will be of poured concrete. The basements of the residential units will be separated by poured concrete walls. The upper level of the units will be separated by a concrete block wall, framed on both sides and covered with sheet rock. The roof framing and floor joists will be wood trusses.

**EXHIBIT BB**

The second phase of 3300 Park Avenue, An Expandable Condominium, consists of one three-story building containing ten residential units, and five garage buildings containing a total of ten garage units. Each residential unit contains a full basement.

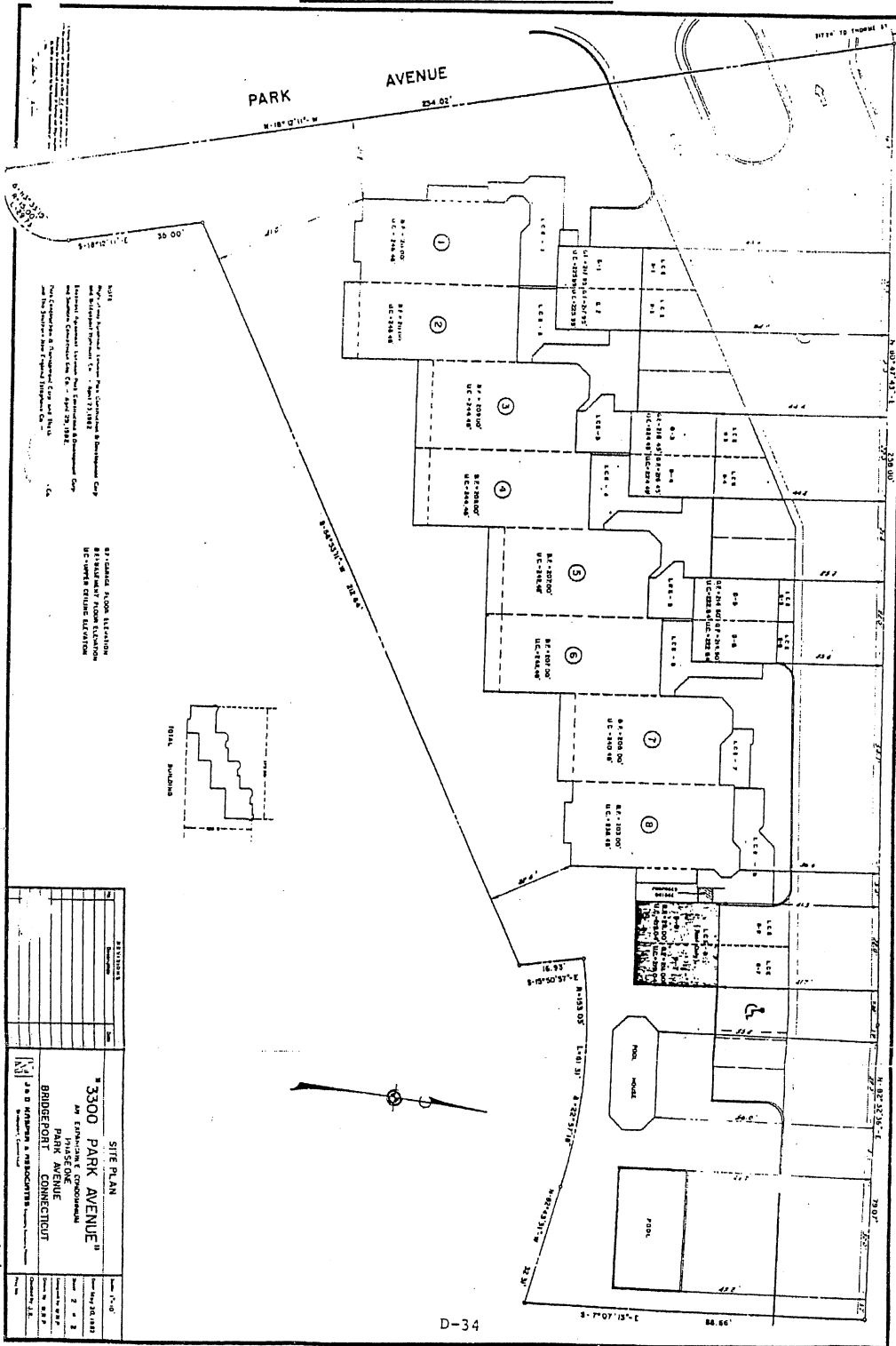
The building is constructed substantially in accordance with the description contained on Exhibit B in the original Declaration of Condominium.

**EXHIBIT BBB**

Phase III of 3300 Park Avenue, an expandable condominium, shall consist of a three-story building, containing eight residential units. It shall also contain a 4 garage buildings containing a total of 8 garage units. No units shall contain a basement. At least two of the three stories shall be a part of the residential unit and useable by the unit owner. The third-story can be purchased as an option. The unit numbers shall be 9 through 16.

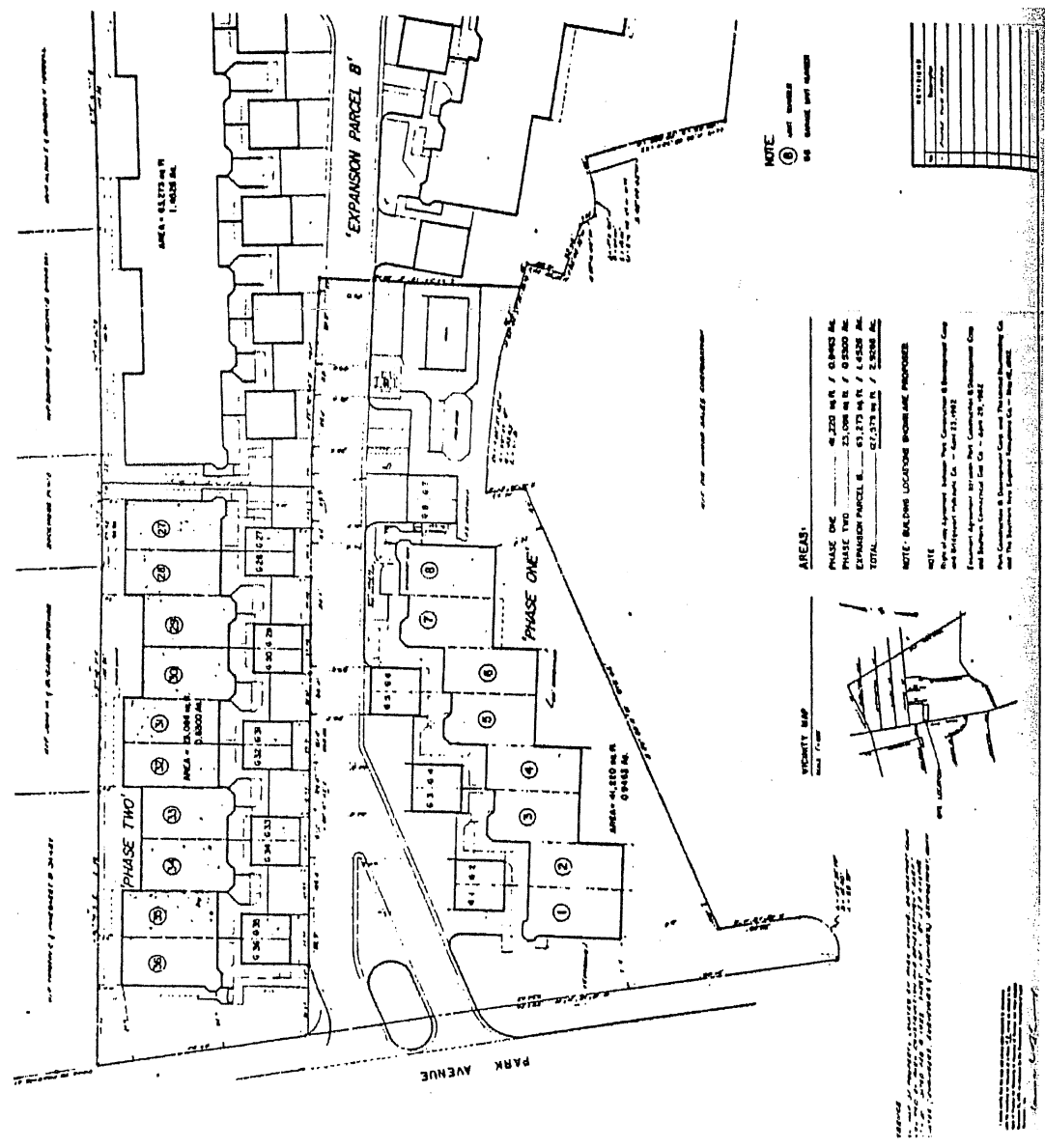
The building and units to be constructed in Phase III are constructed substantially in accordance with the description contained in Exhibit B in the original Declaration of Condominium except each unit shall not have a basement, completion of and ability to use the third-story is optional, the exterior shall be in part brick veneer and in part wood clapboard, and the garage roofs shall be of asphalt shingles.

**EXHIBIT B-1: SITE PLAN**



BK: 8448 TG: 169  
 INST: 00020096

**EXHIBIT BB-1: PHASE MAP**



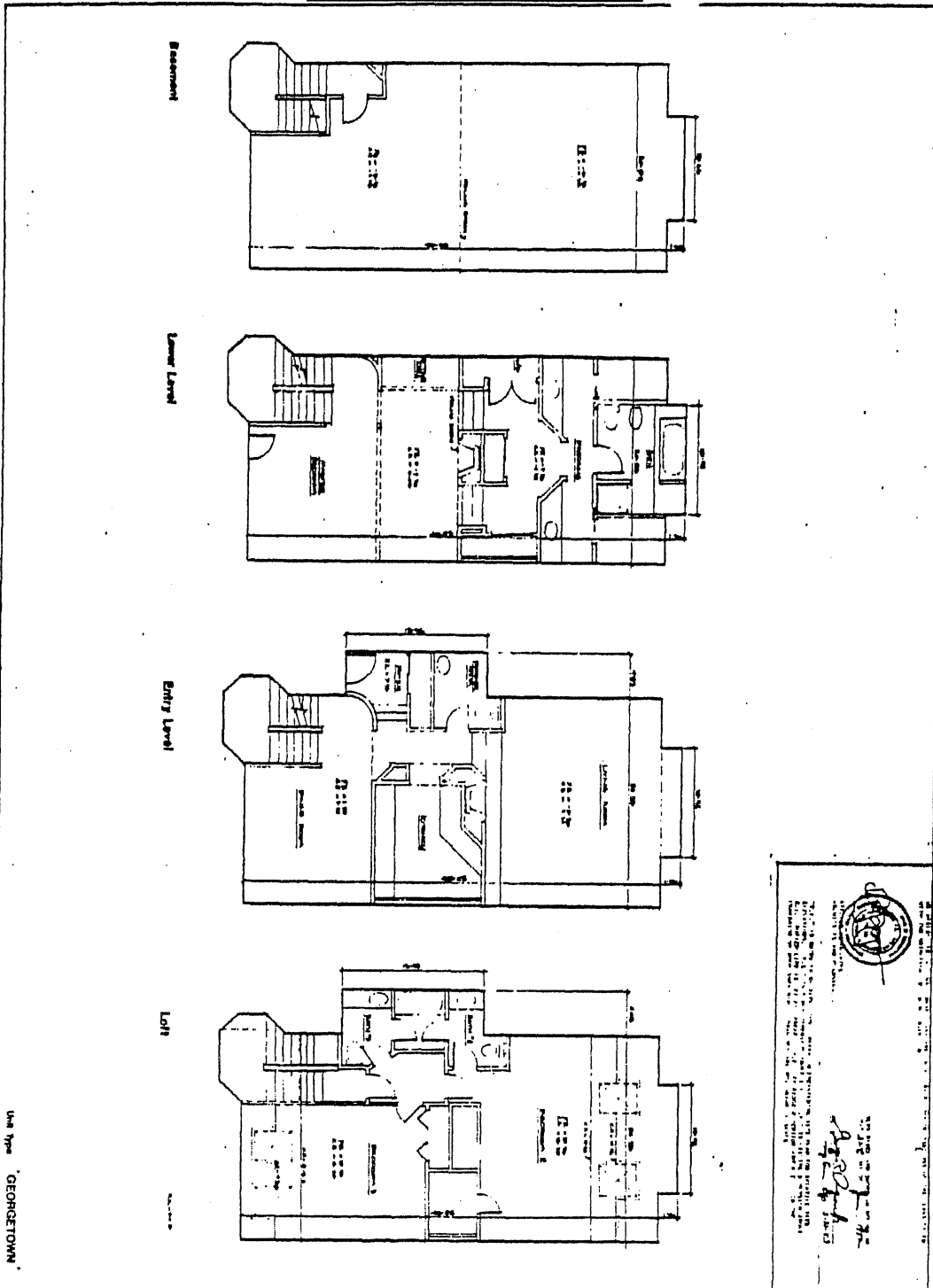
**EXHIBIT C: PERCENTAGES OF UNDIVIDED INTEREST**

Resid. Unit No.	Garage Unit No.	Residential Unit Type	Living Area of Unit	Percentage of Undivided Interest
1	G1	Georgetown	2670	0.0416%
2	G2	Beekman	2278	0.0355%
3	G3	Carlton	2474	0.0385%
4	G4	Beekman	2278	0.0355%
5	G5	Carlton	2474	0.0385%
6	G6	Beekman	2278	0.0355%
7	G7	Carlton	2474	0.0385%
8	G8	Georgetown	2670	0.0416%
9	G9	Type A	2732.21	0.0426%
10	G10	Type C	2384.50	0.0371%
11	G11	Type B	2548.26	0.0397%
12	G12	Type C	2384.50	0.0371%
13	G13	Type B	2548.26	0.0397%
14	G14	Type C	2384.50	0.0371%
15	G15	Type B	2548.26	0.0397%
16	G16	Type A	2732.21	0.0426%
27	G27	Georgetown	2670	0.0416%
28	G28	Beekman	2278	0.0355%
29	G29	Carlton	2474	0.0385%
30	G30	Carlton	2474	0.0385%
31	G31	Beekman	2278	0.0355%
32	G32	Beekman	2278	0.0355%
33	G33	Carlton	2474	0.0385%
34	G34	Carlton	2474	0.0385%
35	G35	Beekman	2278	0.0355%
36	G36	Georgetown	2670	0.0416%
			64,206.70	100.00000%

NOTE:

1. Areas of garages are 242 square feet, more or less, are not included in determination of percentage of undivided interest.
2. The percentage of undivided interest in the common elements appertaining to each Unit has been ascertained on the basis of the size of each Unit, as shown on the plans, in relation to the size of all of the Units having an interest in the common elements.

**EXHIBIT C-1: UNIT PLANS**

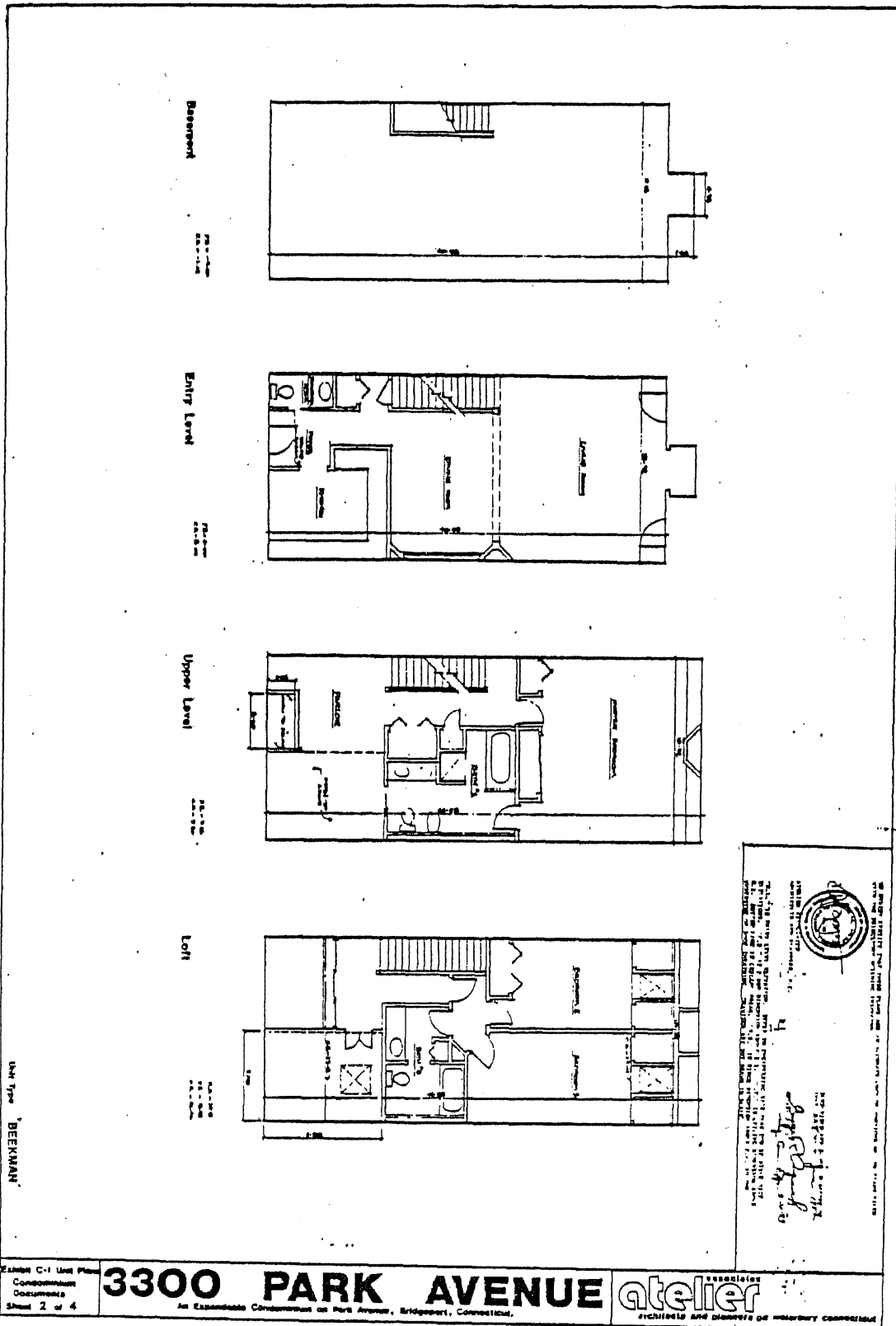


Unit Type: GEORGETOWN

Exhibit C-1 Unit Plans  
Commission Documents  
Sheet 1 of 4

**3300 PARK AVENUE** atelier  
An Exceptional Condominium on Park Avenue, Bridgeport, Connecticut.  
Architects and Builders of visionary architecture.





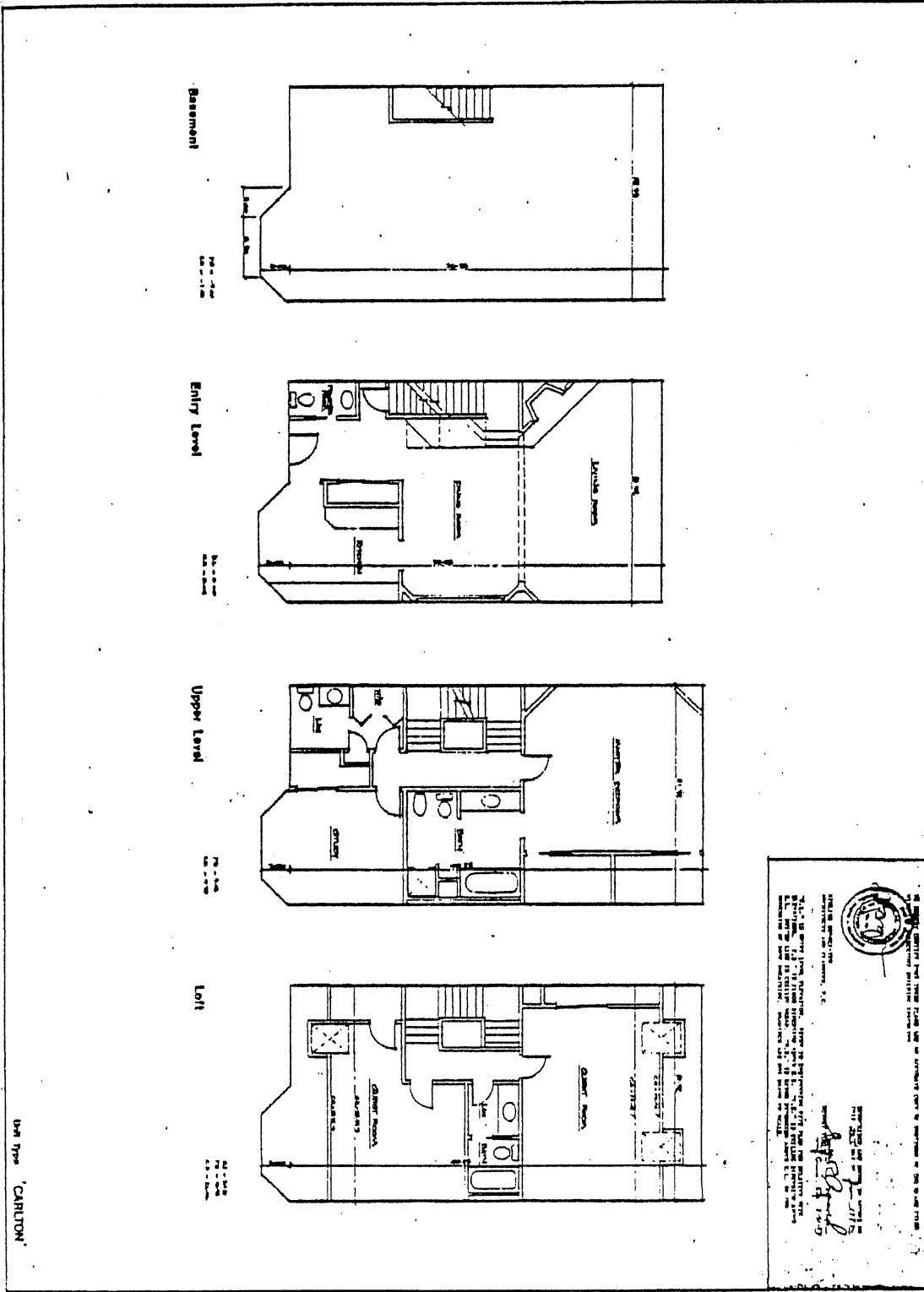
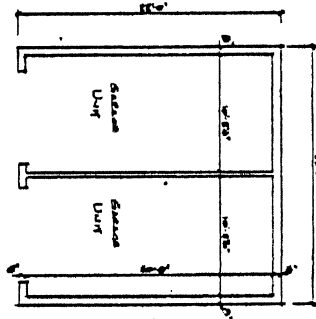


Exhibit C4 Unit Plans  
 Condominium  
 Documents  
 Sheet 3 of 4

**3300 PARK AVENUE**  
 An Exclusive Condominium on Park Avenue, Bridgeport, Connecticut.

**atelier**  
 architects and planners of waterbury connecticut

Unit Type - Garage



SEAL  
ARCHITECTS AND PLANNERS, P.C.  
1000 PARK AVENUE, SUITE 1000  
BRIDGEPORT, CONNECTICUT 06610  
DATE: 12/15/2017  
BY: [Signature]

Letter C-1 Unit Plans  
Construction Documents  
Sheet 4 of 4

**3300 PARK AVENUE**

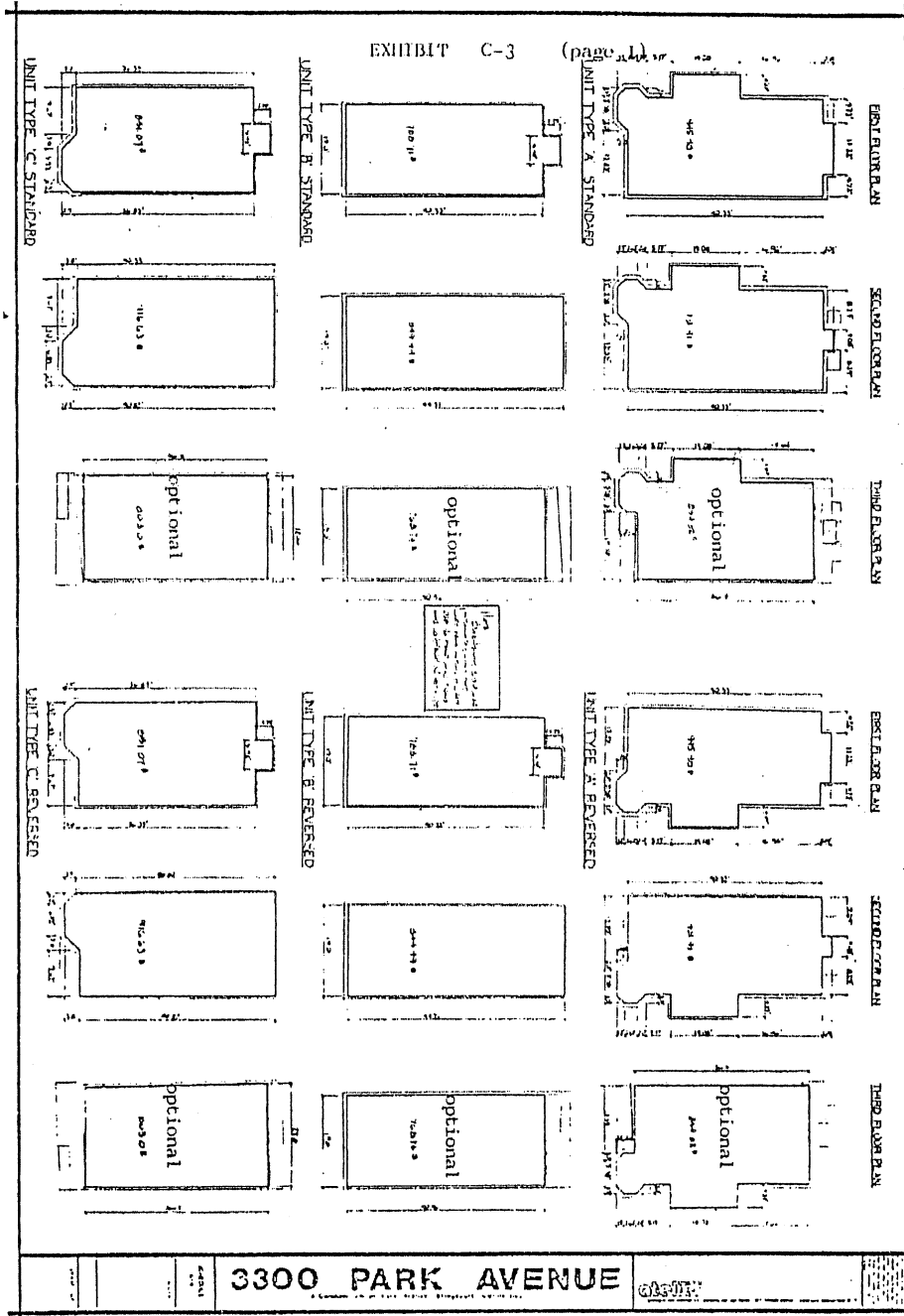
**atelier**  
associates  
architects and planners pc  
1000 Park Avenue, Suite 1000  
Bridgeport, Connecticut 06610  
Phone: 203.366.1111  
www.atelierarchitects.com

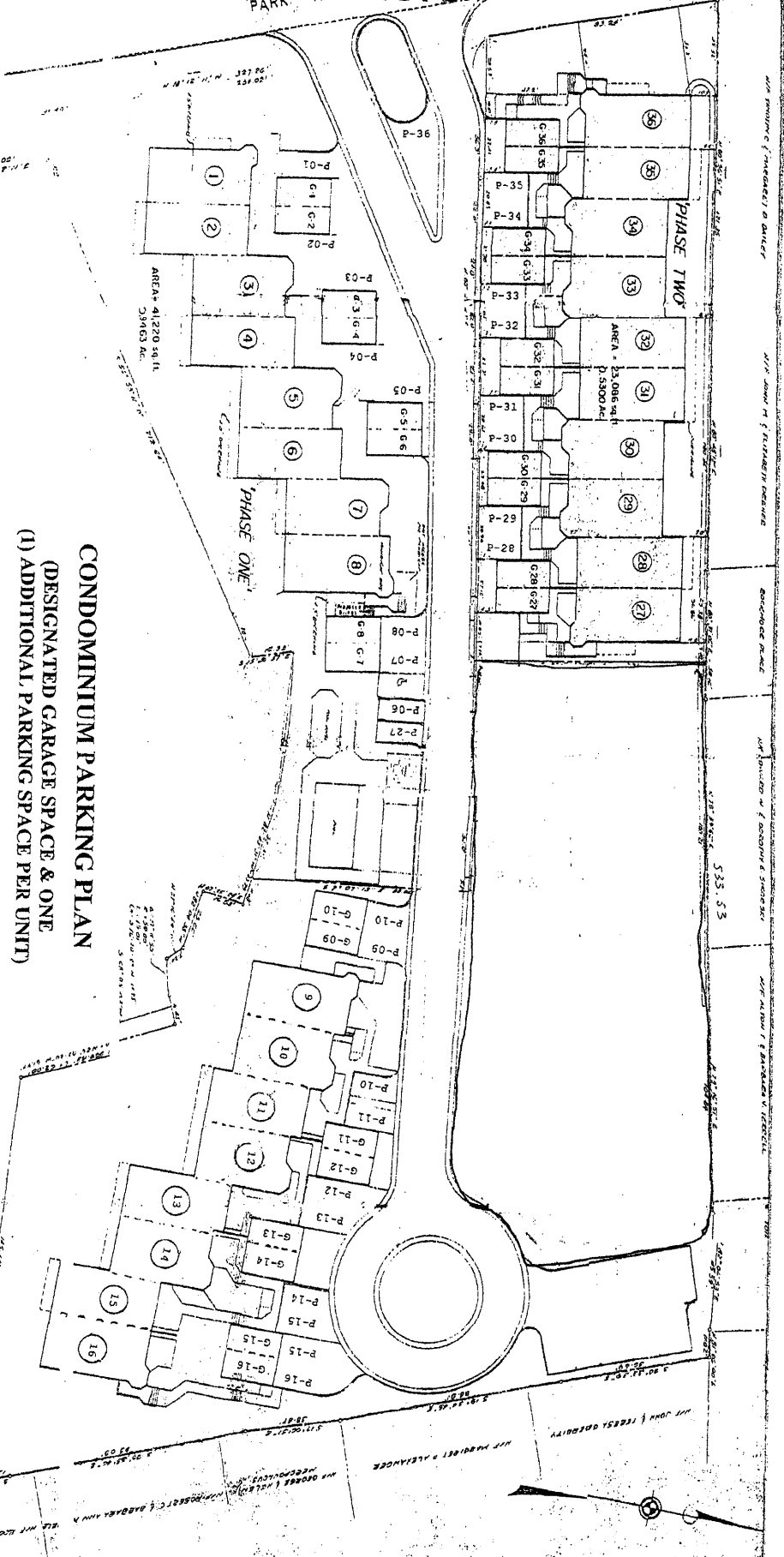
**EXHIBIT C-2: DESCRIPTION OF LIMITED COMMON ELEMENTS**

The following shall be Limited Common Elements:

- (a) All stairways, landings, porches, balconies, patios or decks, if any, which are attached to or contiguous to any unit, the use of which shall be and is hereby reserved exclusively for the owner or owners of the unit or units which are attached or contiguous thereto.
- (b) All space heating, water heating and air conditioning apparatus and all electrical switches, wiring, pipes, ducts, vents, flues, chimneys, conduits and television, telephone and electrical receptacles and electrical fixtures and boxes located outside of the boundaries of the unit and serving or existing for the benefit of one unit exclusively, the use of which is reserved exclusively for the owner or owners of the unit which it serves.
- (c) The areas designated as "L.C.E." on the site plan (Exhibit B-1) attached to the Declaration of Condominium, and on the as-built survey, (Exhibit AA-1) attached hereto.

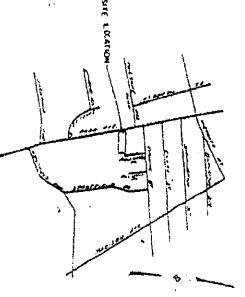
**EXHIBIT C-3: UNIT PLANS**





**CONDOMINIUM PARKING PLAN**  
 (DESIGNATED GARAGE SPACE & ONE  
 (1) ADDITIONAL PARKING SPACE PER UNIT)

VICINITY MAP  
 SCALE: 1" = 500'



AREAS:

PHASE ONE	41,220 sq. ft. / 0.9463 AC.
PHASE TWO	23,086 sq. ft. / 0.5300 AC.
EXPANSION PARCEL B	63,273 sq. ft. / 1.4526 AC.
TOTAL	127,579 sq. ft. / 2.9289 AC.

NOTE: BUILDING LOCATIONS SHOWN ARE PROPOSED.

NOTE:  
 Right of way Agreement between Park Avenue B Development Corp. and Bridgeport Hydraulic Co. - April 23, 1982.  
 General Agreement between Park Avenue B Development Corp. and Sander Commercial Dev. Co. - April 23, 1982.  
 Park Avenue B Development Corp. and Park Avenue B Development Co. - May 12, 1982.

NOTE:  
 (B) UNIT NUMBER  
 GB GARAGE UNIT NUMBER

NO.	REVISIONS	DATE
1	Final	10/15/82
2	Revised	10/15/82

3300 PARK AVENUE - II  
 AN EXPANDABLE CONDOMINIUM  
 PARK AVENUE  
 BRIDGEPORT, CONNECTICUT

J & B KROESER & ASSOCIATES  
 Bridgeport, Connecticut

AND NOW, THEREFORE, the Bylaws are amended and restated as follows:

**BY-LAWS OF  
3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.**

**SECTION 1: IDENTITY**

These are the By-Laws of 3300 Park Avenue Condominium Association, Inc., hereinafter called the "Association", a non-stock corporation existing under the laws of the State of Connecticut. The property to which the Declaration appended hereto and to which these By-Laws apply is more particularly described in the Declaration of Condominium of which these By-Laws form a part. All definitions set forth in the Declaration shall apply to these By-Laws.

**SECTION 2: APPLICABILITY OF BY-LAWS**

- (a) The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof.
- (b) All unit owners, mortgagees, lessees, invitees, and occupants of the units and their employees and any other persons who may use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration, and to the Rules established by the Board of Directors of the Association as herein set forth. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of the unit by any of the foregoing persons shall constitute an agreement that these By-Laws, the Rules and the provisions of the Declaration, as they may be amended from time to time, will be honored and obeyed.

**SECTION 3: OFFICE**

The office of the Association and the Board of Directors shall be located within the Condominium grounds or at such place as the Board of Directors may designate from time to time.

**SECTION 4: BOARD OF DIRECTORS**

- (a) Number. The affairs of the condominium and the Association shall be governed by a Board of Directors elected by the unit owners and consisting of five (5) persons. Each member of the Board of Directors shall have one vote.
- (b) Term. The directors shall be elected for terms of one year. Each director shall serve until his or her successor has been elected.
- (c) Eligibility. All members of the Board of Directors shall be Unit Owners (or Unit Owners' spouses having no ownership interest, if such spouse is a resident of the Condominium), it being understood that should any Unit be owned as a tenancy-in-common, joint tenancy with survivorship rights, or be owned by a partnership or a corporation in fiduciary capacity or otherwise, then in any such event, such Unit Owner or Owners of a Unit shall designate one person having an ownership interest in any such Unit as the representative of the interest in the total ownership of such Unit and such person shall be eligible for election to the Board of Directors, provided, however, that in the case of corporate ownership, any designated officer or employee of such corporation may be a Director.
- (d) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by these By-Laws are directed to be exercised

and done by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

1. Operation, care, upkeep and maintenance of the common elements.
2. Determination of the common and special expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable.
3. Collection of common and special charges from the unit owners.
4. Designation, removal, employment and dismissal of the personnel necessary for the maintenance, repair and replacement of the common elements.
5. Adoption and amendment of rules covering the details of the conduct of persons and the operation, appearance, and use of the property.
6. Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
7. Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Association.
8. Purchasing of units at foreclosure or other judicial sales in the name of the Association or its designee, corporate or otherwise, on behalf of all unit owners.
9. Selling, leasing, mortgaging or otherwise dealing with units acquired by, and subleasing units leased by the Association or its designee, on behalf of all unit owners.
10. Obtaining necessary insurance for the property, including the units.
11. Making the repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance with other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
12. Granting of Licenses.
13. Suing to enforce, or settling and compromising claims of unit owners with respect to common elements in the property in which the association has the duty to maintain, repair, replace or restore, and other matters concerning the administration of the condominium.
14. Levying liquidated charges against unit owners for violations of the requirements of the condominium instruments in the rules, provided no charge shall exceed \$100.00 per such violation, together with additional actual damages, costs of collection and reasonable attorney's fees. Each day that such violation exists may be considered a separate violation.
15. Granting or withholding approval of any action which changes the exterior appearance of the condominium, alters any portion of the common elements, or affects the structural or mechanical integrity of a building, its fixtures and appliances.
16. Suing and being sued, and appearing on behalf and for the benefit of all unit owners on any matter of common concern including class actions for the unit owners as a class, in and before any court, office, agency, board, commission or



- department of any state or any political subdivision, and appeals from any judgments, orders, decisions or decrees rendered therein.
17. To the extent desirable, creating requirements for reasonable reserves for maintenance, repair and replacement of the buildings and common elements, working capital, bad debts, depreciation, obsolescence, and designating and establishing trust funds for the benefit of unit owners or the association delegating thereto the collection and assessment powers permitted to the Association.
  18. Granting easements and licenses into and through the common elements and accepting easements and licenses benefiting the condominium or any portion thereof.
  19. Doing any and all things lawfully permitted to be done by a corporation under the laws of the State of Connecticut, and a condominium association under the Act.

The Board of Directors may employ a managing agent or manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize and as allowed by law. Any agreement for professional management of the condominium, or any other contract providing for services to the condominium, may not exceed three years, unless renewed or extended by the Board at that time.

- (e) Removal of Members of the Board of Directors. At any duly held regular or special meeting of the Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.
- (f) Vacancies. Vacancies in the Board of Directors caused by any reason other than an expiration of the member's term or by removal as set forth in paragraph (e) shall be filled by a vote of a majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term he is filling and until his successor shall be elected or, if earlier, until the next regularly scheduled election of members of the Board of Directors.
- (g) Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as a director.
- (h) Meetings of the Board of Directors. The Board shall give the unit owners not less than ten days or more than sixty days notice of each annual and special meeting of the unit owners. The Board of Directors shall then meet within ten days thereafter. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each year. Notice of regular and special meetings of the Board of Directors shall be given by the secretary to each Director and unit owner personally or by mail or electronic mail at least five days prior to the day of the meeting except as provided below. Special meetings of the Board of Directors may be called by the President or on the written request of any Director and the notice thereof shall state the time, place and purpose of the meeting. At least ten days before adopting, amending

or repealing any rule, the Board of Directors shall give all unit owners notice of its intention to do so, shall provide the text of the rule or the proposed change, and shall identify a date on which the Board will act on the proposed rule or amendment after considering comments from unit owners.

- (i) Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such a waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.
- (j) Fidelity Bonds. To the extent reasonably available, the Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the association handling or responsible for association funds. The premiums on such bonds shall constitute a common expense.
- (k) Consent to Corporate Action. Instead of meeting, the Board of Directors may act by unanimous consent as documented in a writing authenticated by all its members. The secretary promptly shall give notice to all unit owners of any action taken by unanimous consent.
- (l) Liability. The members of The Board of Directors shall not be liable to the Association or to the unit owners for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless, to the extent permitted by law, each of the members of the Board of Directors against any liability arising out of his conduct on behalf of the Association unless such conduct shall have been willful misconduct or in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. A Director or Unit Owner is not liable, solely by reason of being a Director or Unit Owner, for injury or damage arising out of the condition or use of the Common Elements. An action alleging a wrong done by the Association, including an action arising out of the condition or use of the Common Elements, may be maintained against the Association and not against any Director or Unit Owner.
- (m) Fiscal Year. The Board of Directors shall establish a fiscal year.
- (n) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at the meeting at which a quorum is present shall constitute a decision of the Board of Directors. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date.

#### **SECTION 5: UNIT OWNERS**

- (a) Annual Meetings. Annual meetings of the Unit Owners shall be held at least once a year at a time and place designated by the Board of Directors. At such meetings, members of the Board of Directors shall be elected in accordance with requirements of Section 4 of these By-Laws, and the Unit Owners may also transact such other business as may properly come before them.

- (b) Place of Meeting. The meeting of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.
- (c) Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners, if so directed by a resolution of the Board of Directors or upon petition signed and presented to the Secretary by unit owners having an aggregate vote in the association of at least twenty percent (20%). The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- (d) Notice of Meetings. The Secretary shall send a notice for each annual or special meeting of the unit owners at least ten but not more than sixty days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed, electronically mailed, or delivered to each unit owner of record at the unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The sending of notice of meeting in the manner herein shall be considered service of notice. Any unit owner may at any time waive notice of any meeting. Attendance at any meeting by a unit owner will be deemed to be a waiver of notice by said unit owner.
- (e) Quorum. Except as otherwise provided herein, the presence in person or by proxy of unit owners having one-third of the total authorized votes in the association shall constitute a quorum at all meetings of the unit owners. If at any meeting of the unit owners there is not a quorum present, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date the original meeting was held.
- (f) Conduct of the Meetings. The order of business at all meetings of the unit owners as far as practicable shall be:
  - 1. Calling of the roll and certifying the proxies.
  - 2. Proof of notice of meeting or waiver of notice.
  - 3. Reading of minutes of preceding meeting.
  - 4. Receiving reports of officers.
  - 5. Receiving reports of committees.
  - 6. Receiving report of, manager, if any.
  - 7. Receiving reports of the Board of Directors.
  - 8. Election of members of the Board of Directors.
  - 9. Unfinished business.
  - 10. New business.
  - 11. Adjournment.Meetings need not follow Robert's Rules of Order, but shall instead be conducted according to such reasonable rules for order, procedure, and opportunity for Unit Owners to comment as the President may determine consistent with the Condominium Instruments and the Act.
- (g) Majority of Votes. A vote of the majority of unit owners present at a meeting at which a quorum has been established shall be binding upon all unit owners for all purposes except when a higher percentage is required by the Declaration, the By-laws, or the Act.

- (h) Eligibility. Any person who acquires title to a unit shall be a member of the Association. There shall be one membership for each unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of any unit.
- (i) Voting. Voting shall be on a percentage basis and the percentage vote to which each unit is entitled is the percentage of undivided ownership assigned to the unit in the Declaration as amended from time to time. Votes allocated to a unit owned by the association shall be cast in any vote of the unit owners in the same proportion as the votes cast on the matter by unit owners other than the Association.
- (j) Votes in the Event of Multiple Ownership of a Unit. In the event a Unit is owned by more than one person, if such persons cannot agree upon the exercise of their right to vote pursuant to these By-Laws, each person shall have a fractional vote based upon his fractional share of ownership of the Unit. A co-owner of a Unit may permit the other co-owner of the Unit to vote his interest by furnishing the other co-owner with a proxy. In the absence of any co-owner, a vote for a whole Unit cast by a co-owner shall be held to be by valid proxy of the absent co-owner, unless challenged at the time the vote is cast.
- (k) Proxies. At any meeting of the Unit Owners, votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A Unit Owner may designate any person, who need not be a Unit Owner, to act as proxy. The designation of such proxy shall be made in writing, signed by the Unit Owner, and shall be revocable at any time by written notice to the Secretary by the Unit Owner designating the proxy. A person may not cast votes representing more than thirty-five per cent (35%) of the votes in the Association pursuant to undirected proxies.

#### **SECTION 6: OFFICERS**

- (a) Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. Any officer or employee of a corporate, partnership or fiduciary Unit Owner and the spouse of any Unit Owner, having no ownership interest, if such spouse is a resident of the Condominium, shall be eligible for such election. The President shall be elected from among the members of the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary.
- (b) Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board of Directors and shall hold office at the pleasure of the Board.
- (c) Removal of Officers. Upon the affirmation vote of a majority of members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.
- (d) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owner and of the Board of Directors. He or she shall have all general powers and duties which are usually vested in the office of the President of a corporation organized under the laws of the State of Connecticut, including, but not limited to, the power to appoint committees from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association. If the President is absent or unable to act, the Board of

Directors shall appoint some other member of the Board to act in the place of the President on an interim basis.

- (e) Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors, shall have charge of such books and papers as the Board of Directors or these By-laws may direct, shall give all notices required by these By-laws unless otherwise provided, and shall, in general, perform all the duties incident to the office of the Secretary of a corporation organized under the laws of the State of Connecticut.
- (f) Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall keep the financial records and books of the Association. He or she shall be responsible for the deposit of all monies and other valuable effects, in the name and to the credit of the Association, in such depositories as shall from time to time be designated by the Board of Directors; and he or she shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the laws of the State of Connecticut.
- (g) Signatories to Documents. All agreements, contracts, deeds, leases, checks, and other documents of the Association shall be executed by an officer of the Association or by such other person or persons as may be designated by the Board of Directors. Vouchers for payments using Association funds shall be approved by the Treasurer before payment.
- (h) Compensation of Officers. No officers shall receive any compensation from the Association for acting as such.

#### **SECTION 7: EXPENSES AND CHARGES**

- (a) Determination of Common Expenses and Fixing of Common Charges. The Board of Directors, at least annually, shall adopt a proposed budget for the Condominium for consideration by the Unit Owners. Not later than thirty days after adoption of a proposed budget, the Board shall provide to all the Unit Owners a summary of the budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. The common expenses may include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. Simultaneously, the Board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a majority of all unit owners votes to reject the budget, the budget shall be rejected. If, at that meeting or in the vote by ballot, a majority of all unit owners does not vote to reject the budget, the budget shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until they approve a subsequent budget. The Board of Directors shall advise all Unit Owners promptly, in writing, of the amount of common charges payable by each of them, respectively.
- (b) Payment of Common Charges. Common charges shall be payable monthly on the first day of each month in advance or at such other time or times or in such other manner as the Board of Directors shall determine.

- (c) Special Expenses and Charges. Special expenses and charges shall be determined by the Board of Directors and assessed against the Unit Owners against whom they shall apply. The Board of Directors shall advise the affected Unit Owners promptly, in writing, of the amount of special charges payable by each of them. All Unit Owners shall be obligated to pay the special charges assessed by the Board at such time and in such a manner as the Board shall designate. If special charges are unpaid, they shall constitute a lien on the unit in favor of the Association from the due date of the assessment. The lien shall have the same priority and shall be perfected and foreclosed in the same manner as provided in the Act with respect to a lien for common charges.
- (d) Special Assessments. The Board of Directors may authorize a special assessment for payment of common expenses or special expenses incurred or anticipated. Not later than thirty days after adoption of a proposed special assessment, the Board of Directors shall provide to all Unit Owners a summary of the proposed special assessment. If such special assessment, together with all other special and emergency assessments proposed by the Board of Directors in the same calendar year, do not exceed fifteen per cent of the Association's last adopted periodic budget for that calendar year, the special assessment is effective without approval of the Unit Owners. Otherwise, the proposed special assessment shall be submitted for consideration by the Unit Owners in the same manner as provided in Section 7(a) above. Notice of such special assessment shall be sent to each unit owner at least fifteen (15) days prior to the date on which such special assessment shall be due and payable.
- (e) Conveyance of Unit. No unit owner shall be liable for the payment of any part of the common charges or special charges assessed against his unit subsequent to a sale, transfer or other conveyance of his unit made in accordance with the provisions of these By-Laws and after the deed has been recorded in the Bridgeport land records, but shall remain liable for the common charges and special charges assessed against his unit prior thereto until paid.
- (f) Default in Payment of Common Charges and Special Charges. In the event of default by any unit owner in paying to the Association the common charges or special charges as determined by the Board of Directors, such unit owner shall be obligated to pay interest at the rate of 18% per annum on such charges from the due date thereof, together with all expenses, including attorney fees, incurred by the Association in any proceeding brought or other effort to collect such unpaid charges. Payment of charges made subsequent to default shall be applied first to interest and expenses of collection, then to the charges past due, and then to current charges. Any charge not paid within ten days of the date on which it is due shall be deemed to be in default. The Board of Directors may also assess a late charge of \$10.00 on any charge which is not received within ten days of the date on which the same is due and payable.
- (g) Foreclosure of Liens for Unpaid Charges. In any action brought by the Association to foreclose a lien on a unit because of unpaid charges, the Association shall be entitled to the appointment of a receiver to collect unpaid charges. The Association, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(h) Statement of Common Expenses. The Association shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid charges due from such unit owner. The Association shall also provide to a unit owner, upon written request, within fifteen days of the receipt thereof, the following:

- (1) a statement of any capital expenditures anticipated by the Association within twelve months next following the date of the statement;
- (2) a statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

In addition, the grantee of a unit shall be entitled to a statement from the Association setting forth the amount of unpaid charges against his grantor, and such grantee shall not be liable for, nor shall the unit conveyed be subject to, a lien for any unpaid charges against the grantor in excess of the amount set forth therein.

### **SECTION 8: MAINTENANCE, REPAIR AND REPLACEMENT**

(a) Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Common Elements to be maintained, repaired or replaced by the Unit Owners. If any common expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after notice and hearing, assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner's unit.

(b) Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit. Each Unit Owner shall be responsible for damages to any other Unit caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her unit.

(c) Common Elements Maintained, Repaired or Replaced by the Unit Owners. Each Unit Owner shall at his or her own expense:

- (1) Maintain, repair and replace all space heating, water heating and air conditioning apparatus, and any appurtenances or fixtures thereto, which serve or exist for the benefit of his or her unit exclusively and which is a limited common element appurtenant to said unit;
- (2) Maintain, repair and replace all electrical switches, fixtures and boxes, and all television and telephone receptacles and fixtures, located immediately adjacent to the unit and serving the unit exclusively;
- (3) Remove all snow, leaves and other debris from all decks, patios or porches which are limited common elements appurtenant to his or her unit;
- (4) Repair, maintain and replace all glass in windows or skylights which provide light and/or ventilation to the unit.
- (5) Repair, maintain and replace all doors which provide access to or from the unit.

Any damage or disruption of the common elements caused by the unit owner in the performance of the foregoing maintenance responsibilities shall be immediately repaired or corrected to the satisfaction of the Board of Directors. If a unit owner shall fail or refuse to perform the aforesaid maintenance for which he or she is responsible, or if said

unit owner shall fail to repair or correct any damage or disruption to the common elements caused by said maintenance, the Association may perform such duties or repair or correct such damage or disruption, and the cost thereof may be charged to the unit owner as a special charge.

- (d) Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to any Building, nor shall he or she paint or otherwise decorate or change the appearance of any portion of the exterior of any Building, or of the property, without prior written consent of the Board of Directors. The Board of Directors shall answer any written request for such approval within thirty (30) days after the receipt thereof, and failure to do so within such time shall constitute a denial without prejudice to reapplication.
- (e) Right of Access. Each Unit Owner shall grant a right of access to his or her Unit to the Manager or any other person authorized by the Association or the Manager for the purpose of making inspections or for the purpose of correcting any condition in his or her Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit, provided that requests for entry are made in advance and that any such entry be at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

#### **SECTION 9: INSURANCE**

- (a) The Association, by its Board of Directors, manager or other authorized agent shall, without prejudice to the right of each Unit Owner to insure his own unit for his own benefit, obtain for the Condominium the forms and amounts of insurance required by the Act, to the extent reasonably available and subject to reasonable deductibles, including:
1. Property insurance on the Common Elements insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than one hundred per cent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.
  2. Fidelity insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association, as evidenced by a fidelity bond or insurance written in an amount sufficient to provide protection which is in no event less than one and one-half (1 1/2) times the estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
  3. Commercial general liability insurance, including medical payments insurance, for at least \$1,000,000.00 per occurrence, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.
- (b) All of the aforementioned policies shall name as insured the Association for the use and benefit of the individual unit owners. In addition, all policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the State of Connecticut. The mortgagee clause must



- provide that the insurance carrier shall notify the first mortgagee named at least ten (10) days in advance of the effective date of any reduction and/or cancellation of the policy.
- (c) The hazard insurance policy or policies must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better or from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, providing it has a general policy holder's rating of at least A.
  - (d) All of the aforementioned policies shall be deemed unacceptable where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the mortgagee and its successors and assigns; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members; or (iii) the policy includes any limiting clauses other than insurance conditions which could prevent the mortgagees, their successors and assigns from collecting insurance proceeds.
  - (e) The Association may obtain such other policies including, without limitation, workmen's compensation insurance, liability insurance on motor vehicles owned by the Association and non-owned and rented vehicles, officers' and directors' indemnity policies, and specialized policies covering lands or improvements in which the unit owners' association has or shares ownership or other rights. When any policy or instrument has been obtained by or on behalf of the Association, written notice thereof and of any subsequent changes in values or limits therein or termination thereof shall be promptly furnished to each unit owner upon request.
  - (f) Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that the liability of the carrier issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.
  - (g) All insurance coverage obtained for the Condominium under this section shall be written in the name of the Association of unit owners, for the benefit of each of the unit owners and their mortgagees as their interests may appear in the percentage of their undivided interest in the common elements established in the condominium instruments. The Association at any time by a majority vote of the Board of Directors, or upon the request of one or more mortgagees holding in the aggregate first mortgages on more than 20% of the units in the Condominium, may cause all insurance policies purchased by them covering property losses to be paid to a duly organized bank or other escrow agent, which bank or other escrow agent is to be designated as the "Insurance Trustee." The insurance trustee shall not be liable for the payment of premiums, for failure to renew the policies, for the sufficiency of policies, or for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the unit owners and their mortgagees. The Association shall cause any damage to the buildings and/or the common areas to be repaired promptly, unless it shall be determined that the damages are not to be repaired under the provisions of Section 10 set forth herein. The insurance trustee or the Association, as the case may be, shall pay for said repairs out of the proceeds of said policies. If the proceeds are insufficient to pay for said repairs, any deficiency shall be a common expense. All reasonable expenses of the insurance trustee, if any, shall be paid by the Association. If any insurance proceeds remain after reconstruction or repair, the same shall be paid to or retained by the Association and included in the general income of the Association.

**SECTION 10: WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED**

Except as hereinafter provided, damage to or destruction of any building or improvement located on the Condominium parcel or serving the Condominium shall be promptly repaired and restored by the Association, using the proceeds of insurance, if any, on such building or improvement for that purpose and all costs for repair or reconstruction in excess of available insurance proceeds shall be a common expense. If the Condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the unit owners and the holders of mortgage liens affecting at least three-quarters of the units vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the unit owners, and each unit owner shall own that percentage of the undivided interest in common as he previously owned in the common elements. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property; and the property shall be subject to an action for partition upon the institution of an action by any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in accordance with their interests therein, after first, paying all first mortgages out of each of the respective interests.

**SECTION 11: CONDEMNATION**

- (a) If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no unit, nor Limited Common Element appurtenant thereto is taken, on all compensation and damages for and/on account of the taking of the Common Elements, exclusive of compensation for consequential damages to certain affected units, shall be payable to the insurance trustee, if any, or to the Association. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of the Unit Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Unit Owners whose units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected units, or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of units without such allocation, the award shall be divided between the affected Unit Owners and the Trustee or the Association as their interests may appear by arbitration in accordance with the rules of the American Arbitration Association.
- (b) If part or all of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that any unit or a part thereof (including Limited Common Elements assigned to any unit) is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to Common Elements as in the preceding paragraph, and the proceeds shall be payable as outlined therein. The Unit Owners

directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective units. The awards so made shall be distributed through the insurance trustee, if any, or the Association first to restore the units and common buildings or facilities on the remaining land of the Condominium in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild buildings containing new units of the same number, size and basic plan as the units taken, with any excess award distributed in accordance with the provisions of the By-Laws. In the event that the Board of Directors determines that such a taking so removes land and buildings containing units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest in the Common Elements subject to mortgagees vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining units, and such other remedies as may be required.

- (c) Nothing herein shall be construed as giving a Condominium Unit Owner, or any other party, priority over any rights of the mortgagee of the Condominium Unit pursuant to its mortgage in the case of distribution to such Unit Owner of condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

#### **SECTION 12: MORTGAGES**

- (a) Notice to the Association. A unit owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall upon request file a conformed copy of the note and mortgage with the Association. The Association shall maintain a book entitled "Mortgages of Units" in which all mortgages on units shall be listed.
- (b) Notices of Unpaid Common Expenses. The Association, whenever requested in writing by a mortgagee of a unit, shall promptly report to such mortgagee any then unpaid common or special expenses due from or other default by the owner of the mortgaged unit.

#### **SECTION 13: NOTICE OF LIEN OR SUIT**

Each unit owner shall give notice to the Association of any lien upon his unit within five days after the attaching of the lien. Failure to comply with this paragraph will not affect the validity of any judicial sale. Notice shall also be given to the Association of every suit or other proceedings which may affect the title to a unit within five days after the unit owner receives knowledge of the same.

#### **SECTION 14: MODIFICATION OR AMENDMENT OF BY-LAWS**

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of a majority of the unit owners, provided, however, that no amendment of these By-Laws shall be contrary to the requirements of the Act, and provided further that said vote shall be taken at a meeting of the unit owners duly held for such purpose, except that if such amendment,

directly or indirectly, changes the boundaries of any unit, the undivided interest in the Common Elements appertaining thereto, the liability for Common Elements appertaining thereto, the liability for common expenses or rights to common profits appertaining thereto, or the number of votes in the Association appertaining thereto, such amendment shall require the affirmative vote of seventy-five (75%) percent of the Unit Owners and shall, in addition, require the consent of the mortgagees appearing on the records of the association of at least seventy-five (75%) percent of the units subject to mortgage.

#### **SECTION 15: RULES AND REGULATIONS**

- (a) Establishment. Rules concerning the conduct of persons and the use and appearance of the Units, Common Elements, and Limited Common Elements may be made and amended from time to time by the Board of Directors. Copies of such Rules shall be furnished by the Board of Directors to each Unit Owner prior to the time the same shall become effective. The unit owners may adopt or amend any rule or regulation by a majority vote at any special meeting held for that purpose.
- (b) Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule adopted by the Board of Directors, or the breach of any obligation contained in the By-laws, or the breach of any obligation contained in the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by these By-laws:
- (1) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that exists therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; and
  - (2) To enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Unit Owner, including reasonable attorney's fees; and
  - (3) To levy summary charges against the Unit Owner for such violation, in addition to such damages, provided that no summary charges will be levied for more than One Hundred Dollars (\$100.00) for any one violation. Each day that a violation continues after notice shall be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the Unit Owner or Owners involved as a Special Charge.

#### **SECTION 16: NOTICE AND HEARING**

Before incurring any Special Expense or assessing any Special Charge with respect to any unit, the Board of Directors shall notify each unit owner or owners in writing and call a special meeting of the Board of Directors in accordance with Section 4(h) of these By-laws. The unit owner or owners shall have the right to address the Board of Directors at this special meeting, and may present evidence which may be relevant to the assessment of said special charges. The comments and evidence of the unit owner or owners shall be considered by the Board of Directors before a decision with respect to the assessment of special charges is reached.

#### **SECTION 17: ACCOUNTING RECORDS**

- (a) The Association shall maintain the following records:

- (1) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records according to generally accepted accounting principles;
  - (2) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the Unit Owners or Board of Directors without a meeting, and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
  - (3) The names of Unit Owners in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast;
  - (4) The Association's original or restated organizational documents, if required by law other than the Act, these By-laws and all amendments to them, and all Rules currently in effect;
  - (5) All financial statements and tax returns of the Association for the past three years;
  - (6) A list of the names and addresses of its current Directors and officers;
  - (7) The Association's most recent annual report delivered to the Secretary of the State, if any;
  - (8) Financial and other records sufficiently detailed to enable the Association to comply with Section 47-270 of the Act;
  - (9) Copies of current contracts to which the Association is a party;
  - (10) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and
  - (11) Ballots, proxies and other records related to voting by Unit Owners for one year after the election, action or vote to which they relate.
- (b) Records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, or mortgagee, or their duly authorized agents or attorneys, at the expense of the Unit Owner or mortgagee, during normal business hours, as provided in the Act.
- (c) On the written petition of Unit Owners of not less than twenty-five (25%) percent of the units, a certified audit by an independent certified public accountant shall be made, but not more than once in any consecutive twelve-month period, provided the cost of the audit shall be a Common Expense.

#### **SECTION 18: TORT LIABILITY**

Each Unit Owner shall be deemed to have released and exonerated each other Unit Owner and the Association, and the Association shall be deemed to have released and exonerated each Unit Owner from any tort liability, other than that based on fraud or criminal acts, to the extent to which such liability is satisfied by proceeds of insurance carried by a Unit Owner or by the Association.

#### **SECTION 19: MISCELLANEOUS**

- (a) Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors in care of the President of the Association and/or to the managing agent if there shall be a managing agent. All notices to any Unit Owner shall be mailed or delivered to the building in which the unit is situated, or to such other physical or electronic mailing address as may have been designated by him from time to time in writing to the Board of Directors. All notices to mortgagees of units shall be sent by registered mail or certified mail or electronic mail to their respective addresses as designated by them from time to

