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DECLARATION

Noel F. McGregor, Jr, Hartford (Clerk:KA

AMENDED
NOTICE AND INCORPORATION OF
AMENDED AND RESTATED DECLARATION OF
WOODLAND HOUSE, THE CONDOMINIUM
ADOPTED BY THE MEMBERS OF THE WOODLAND HOUSE CONDOMINIUM
ASSOCIATION, INC.
HARTFORD, CONNECTICUT

The Woodland House Condominium Association, Inc. ("Association"), hereby gives notice of and certifies to the following:

- A. The Declaration of Woodland House, The Condominium ("Common Interest Community") dated August 5, 1981 and recorded on August 12, 1981 in Volume 1892 at Page 156 of the Hartford land records, as amended to date, has been further amended and replaced by the Amended and Restated Declaration attached to this Notice as Exhibit A.
- B. Each and every term of the Amended and Restated Declaration, and all schedules and exhibits thereto, if any, are hereby incorporated by reference as though fully set forth herein.
- C. The Bylaws and Rules of the Association have also been amended and restated and are being recorded contemporaneously herewith.
- D. The Amended and Restated Declaration was adopted by the agreement of unit owners holding at least 67% of the voting power in the Association.
- E. No mortgagee approval was required for the adoption of the Amended and Restated Declaration.

Dated

8/17/2021

Witnessed by:

THE WOODLAND HOUSE
CONDOMINIUM ASSOCIATION, INC.

Marvin Mathews
Marvin Mathews

By Martha E. Hartle
Martha Hartle
Its President

John Bedlack
John Bedlack

State of Connecticut)
County of Hartford)

ss Hartford August 17, 2021

Personally appeared Martha Hartle, President of The Woodland House Condominium Association, Inc. and acknowledged the foregoing to be her free act and deed and the free act and deed of the corporation.

[Signature]
Notary Public
My Commission Expires: 1/31/2024

Attest Paula Bokros
Paula Bokros
Secretary, The Woodland House
Condominium Association, Inc.

COURTNEY SYLVAIN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES JAN. 31, 2024

AMENDED DECLARATION
of
The Woodland House Condominium Association, Inc.
Hartford Connecticut

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**Amended Declaration
of
The Woodland House Condominium Association, Inc.**

The Woodland House Condominium Association, Inc., a Connecticut limited liability company with an office at 31 Woodland St., Hartford, Connecticut does hereby submit the real property in the City of Hartford, Connecticut, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating The Woodland House Condominium Association.

**ARTICLE I
Definitions**

In the Community Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act.

The Common Interest Ownership Act, Chapter 828, Sections 47-200 through 47-299 of the Connecticut General Statutes, as it may be amended from time to time. Amendments to the Act that are applicable to common interest communities already in existence will apply to this Common Interest Community, however amendments that are expressly applicable only to common interest communities created after the effective date of the amendments will not apply to this Common Interest Community unless the Declaration is amended to incorporate such amendments to the Act.

Section 1.2 – Allocated Interests.

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

Section 1.3 – Association.

The Woodland House Condominium Association, Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the association of unit owners pursuant to Section 47-243 of the Act.

Section 1.4 – Bylaws.

The Bylaws of the Association, as they may be amended from time to time. The Bylaws have been recorded contemporaneously with this Declaration.

Section 1.5 – Common Elements.

All portions of the Common Interest Community other than the Units. Common Elements may include easements in favor of Units or the Common Elements over other Units and other interests in real property for the benefit of Unit Owners which are subject to this Declaration.

Section 1.6 – Common Expense Assessment.

An assessment for Common Expenses against one (1) or more Units adopted by the Association. It includes fees, charges, late charges, fines, and interest charged against a Unit Owner pursuant to the Act, the Community Documents, or both.

Section 1.7 – Common Expenses.

Expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, including, but not limited to:

- (a) Expenses of administration, operation, Maintenance, Repair, or Replacement of the Common Elements and those portions of the Units for which the Association is responsible;
- (b) Expenses necessary or useful for the operation of the Association or the accomplishment of its purposes, or that the Association incurs in exercising its powers or performing its duties under the Community Documents, the Act, or other applicable law;
- (c) Expenses declared to be Common Expenses by the Community Documents or by the Act;
- (d) Expenses approved by the Unit Owners at a budget meeting as provided in Section 15.4.
- (e) Expenses incurred by the Association for electricity, gas, water, sewer, telecommunication, and other utility charges not billed by the provider to individual Units; and
- (f) Such reserves as may be established by the Association, whether held in trust or by the Association, including, but not limited to, reserves for Maintenance, Repair, Replacement, or addition to the Common Elements, to those portions of the Units for which the Association is responsible, and to any other real or personal property acquired or held by the Association.

Some costs and expenses imposed by the Association shall be Common Expenses but shall be assessed against fewer than all the Units as provided in Section 15.2 of this Declaration.

Section 1.8 – Common Interest Community.

Woodland House, The Condominium

Section 1.9 – Community Documents.

The Declaration, Survey, and Plans recorded and filed pursuant to the provisions of the Act to create The Woodland House Condominium Association, Inc, and the certificate of incorporation, the Bylaws, and the Rules of the Association, as any of the foregoing may be amended from time to time. Any exhibit, schedule, or certification accompanying a document is a part of that document.

Section 1.10 – Damaged or Destroyed.

A portion of the Common Interest Community is Damaged or Destroyed (or suffers Damage or Destruction) if it suffers physical damage that is of a type and is caused by an occurrence of a type covered by the insurance the Association is required to carry by Section 47-255 of the Act, by insurance the Association is required to carry by this Declaration, or by other insurance carried by the Association.

Section 1.11 – Declarant.

The Woodland House Condominium Association, Inc, a Connecticut limited liability company and its successors, if any, as defined in Subsection 47-202(14) of the Act.

Section 1.12 – Declaration.

This document, including any amendments.

Section 1.13 – Development Rights.

The rights reserved by the Declarant under Section 7.1 of this Declaration.

Section 1.14 – Director.

A member of the Executive Board.

Section 1.15 – Eligible Insurer.

See the definition in Section 14.2 of this Declaration.

Section 1.16 – Eligible Mortgagee.

See the definition in Section 14.2 of this Declaration.

Section 1.17 – Executive Board.

The board of directors of the Association pursuant to Subsections 47-245(a) and (b) of the Act, and Sections 33-1080 through 33-1139 of the Nonstock Corporation Act, except where superseded by the Act.

Section 1.18 – Improvements.

Any buildings, facilities, amenities, landscaping, or infrastructure existing from time to time on the land included in the Common Interest Community, including, but not limited to, buildings, paving, utility wires, pipes, light poles and trees, shrubbery, and lawns planted by the Declarant or the Association.

Section 1.19 – Limited Common Elements.

A portion of the Common Elements allocated by the Declaration or by the operation of Subsections 47-221(2) or (4) of the Act for the exclusive use of one (1) or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.20 – Maintain, Repair, and Replace.

To Maintain, Repair, and Replace (or to perform Maintenance, Repair, and Replacement) is the act of addressing and correcting deterioration, decay, wear and tear, and obsolescence to any portion of the Property which has not suffered Damage or Destruction.

Section 1.21 – Manager.

A Person engaged by the Association to perform management services for the Common Interest Community and the Association.

Section 1.22 – Material Adverse Action.

See the definition in Section 14.2 of this Declaration.

Section 1.23 – Notice and Comment.

The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.

Section 1.24 – Notice and Hearing.

The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Sections 20.2 and 20.3 of this Declaration.

Section 1.25– Parking Area

The paved portion of the Property outside of and west of the Building intended for the parking of not less than seventy (70) motor vehicles, and access thereto, as shown and designated on the survey map referred to in Schedule A hereof.

Section 1.26– Parking Garage

The portion of the basement of the Building intended for the parking of not less than one hundred forty (140) motor vehicles, and access thereto, as shown and designated in the plans referred to in Article I hereof.

Section 1.27 – Person.

An individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, public corporation, government, governmental subdivision or agency, instrumentality or any other legal or commercial entity.

Section 1.28 – Plans.

The plans of the Common Interest Community filed or recorded with the original declaration of the Common Interest Community and the amendments, if any, made prior to this Declaration, as they may be further amended from time to time in the future.

Section 1.29 – Property.

The land, all Improvements, easements, rights, appurtenances, and any other interests in real property that have been submitted to the provisions of the Act by this Declaration as amended from time to time.

Section 1.30 – Rules.

Rules for the use of Units and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration. Rules adopted by the Executive Board pursuant to the Declaration and ByLaws effective 1980 shall remain effective until the Executive Board adopts new rules pursuant to this amended Declaration.

Section 1.31 – Security Interest.

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

Section 1.32 – Special Assessment.

Any Common Expense Assessment assessed against all of the Units, which may be adopted in the same resolution as the budget for the overall operation of the Common Interest Community adopted in accordance with Section 15.5 of this Declaration, or which may alternatively be adopted in another resolution. Special Assessments include amendments to the current budget and assessments which, by their terms, become part of the budget once adopted.

Section 1.33 – Structure, Structural.

The Structure of a building includes all components that support any portion of the building, that enclose the building or that keep the building weather tight. Any portion of the Structure of a building is Structural.

Section 1.34 – Survey.

The survey or surveys of the Common Interest Community filed or recorded with the original declaration of the Common Interest Community and the amendments, if any, made prior to this Declaration, as they may be further amended from time to time in the future.

Section 1.35 – Unit.

A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.36 – Unit Owner.

A person who holds legal title to a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

Section 1.37 – Votes.

The votes allocated to each Unit based on the percentage of undivided interests in the Common Elements as shown on Schedule A-2.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 – Common Interest Community.

The name of the Common Interest Community is The Woodland House Condominium Association. The Woodland House Condominium is a condominium.

Section 2.2 – Association.

The name of the Association is The Woodland House Condominium Association, Inc, doing business as The Woodland. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE III

Description of Property

Section 3.1 – Description of Property.

The Common Interest Community is situated in the Town of Hartford, Connecticut and is located on the real property described in Schedule A-1, which from time to time may be amended.

ARTICLE IV

Maximum Number of Units, Identification, and Boundaries

Section 4.1 – Number of Units.

The Common Interest Community currently contains two hundred and thirty seven (237) Units of which two (2) are non-residential units (1-A1 and M-MA).

Section 4.2 – Identification of Units.

All Units are identified by number and are shown on the Survey or Plans or both.

Section 4.3 – Unit Boundaries.

The boundaries of each Unit are the planes or surfaces located as shown on the Survey and Plans and are more particularly described in the balance of this Section. The outside-facing surfaces of elements or materials included within the Unit and the inside-facing surfaces of elements or materials excluded from the Unit define the boundaries of the Unit. An outside-facing surface is one which faces away from the interior of the Unit and towards a Common Element,

another Unit or the outside of the Common Interest Community. An inside-facing surface is one which faces away from a Common Element, another Unit, or the outside of the Common Interest Community and towards the interior of the Unit. Where elements or materials are not contiguous, planes extended from the applicable surfaces of such elements or materials are the boundaries of the Unit.

(a) **Ceiling.**

- (i) Except as otherwise provided, the ceiling of each level of the Unit is the upper boundary of the Unit or portion of the Unit.
- (ii) When a ceiling is a boundary, the inside-facing surfaces of the outermost of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are included within the Unit:
 - (A) Paneling;
 - (B) Tiles;
 - (C) Wallpaper;
 - (D) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the ceilings;
 - (E) Closed dampers of fireplaces;
 - (F) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the ceilings;
 - (G) Ventilation grilles and trim; and
 - (H) Ceiling lights, outlets, switches, and fixtures, including enclosures and trim.
- (iii) When a ceiling is a boundary, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are excluded from the Unit:
 - (A) Lath;
 - (B) Furring;
 - (C) Wallboard;
 - (D) Plasterboard;
 - (E) Plaster, joint compounds, and joint tape;
 - (F) Covered Structural elements, including studs, rafters, beams, and hardware;
 - (G) Visible Structural elements, beneath their finishes; and
 - (H) Skylights, frames, trim and exterior hardware.

(b) **Floor.** Except as otherwise provided, the floor of each level of the Unit is the lower boundary of the Unit or portion of the Unit.

- (i) When a floor is a boundary, the outside-facing surfaces of the outermost of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are included within the Unit:
 - (A) Tiles;
 - (B) Floorboards;
 - (C) Resilient finished floor covering, including, linoleum, asbestos, vinyl, and rolled plastic flooring material;
 - (D) Finished flooring, finish trim, paint, and any other materials constituting any part of the finished surfaces of the floor;

- (E) Ventilation grilles and trim;
 - (F) Switches, lights, outlets, and fixtures, including enclosures and trim;
 - (G) Wall-to-wall installed carpet;
 - (H) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
 - (I) Cabinets and enclosures.
- (ii) When a floor is a boundary, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are excluded from the Unit:
- (A) Covered Structural elements, including rafters, joists, beams, and hardware;
 - (B) Visible Structural elements, beneath their finishes;
 - (C) Sub-flooring;
 - (D) Poured concrete and gypsum-concrete floors.
- (c) **Walls.** Except as otherwise provided, the walls that separate the Unit from other Units or from the Common Elements are the vertical boundaries of the Unit.
- (i) When a wall is a boundary, the inside-facing surfaces of the outermost of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are included within the Unit:
- (A) Paneling;
 - (B) Tiles;
 - (C) Wallpaper;
 - (D) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the walls, with the exception that interior, and non-bearing partition walls are a part of the Unit;
 - (E) Ventilation grilles and trim;
 - (F) Wall lights, outlets, switches, and fixtures, including enclosures and trim;
 - (G) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
 - (H) Cabinets and enclosures.
- (ii) When a wall is a boundary, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are excluded from the Unit:
- (A) Lath;
 - (B) Furring;
 - (C) Wallboard;
 - (D) Plasterboard;
 - (E) Plaster, joint compound, and joint tape;
 - (F) The unfinished surfaces of windows, sills, frames, trim, and hardware;
 - (G) The unfinished surfaces of exterior unit doors, jambs, sills, frames, trim, and hardware; including entrance locks and unit doorknobs;
 - (H) Visible Structural elements, beneath their finishes; and
 - (I) Covered Structural elements, including studs, rafters, beams, poured concrete or masonry, and hardware.

- (d) **Additional Inclusions.** Each Unit will include the following, the surfaces of which constitute the boundaries of the Unit, whether or not such spaces are contiguous:
- (i) The spaces and Improvements lying within the boundaries described in Subsections 4.3(a), (b) and (c) above;
 - (ii) Decorative elements affixed to and penetrating the walls, ceilings, or floors; and
 - (iii) The fans and drainage tubes located within any space heating or air conditioning machinery or equipment, serving such Unit exclusively.
- (e) **Additional Exclusions.** Except when specifically included by other provisions of this Section 4.3, the following are excluded from each Unit and are part of the Common Elements:
- (i) The spaces and Improvements lying outside of the boundaries described in Subsections 4.3(a), (b) and (c) above;
 - (ii) All chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition of the Unit for the purpose of furnishing utility and similar services to one (1) or more other Units or to the Common Elements; and
 - (iii) Any element located within the Unit that provides support for or materially contributes to the support of the building.
 - (iv) Those spaces, and the Improvements within such spaces, containing electrical switches and outlets, circuit breaker, wiring, conduits, smoke, fire alarm systems, and telecommunications systems serving the Unit or other units, but located outside of the boundaries described in Subsections 4.3(a), (b) and (c) above.
 - (v) Except for the fans and drainage tubes located within any space heating or air conditioning machinery or equipment (fan coil units), the rest of the interior of the fan coil unit (such as pipes, wires, ducts or other items serving such machinery or equipment) is excluded from the Unit, and hence the responsibility of the Association. Maintenance of the fans, switches and controls, drainage tubes, and drip pans is the responsibility of the Unit owner
- (f) **Easements for Structures Serving Other Units or Common Elements and Access.** Each Unit is subject to an easement in favor of the Association and the Unit Owners of other Units for any Common Elements, including, but not limited to, Limited Common Elements and portions of other Units located within the boundaries of such Unit.
- (g) **Monuments as Boundaries.** Physical Improvements described as defining the boundaries will be boundary monuments as described in Section 47-233 of the Act, regardless of the location of the boundary as shown on the Survey or Plans.

- (h) **Guide to Interpretation.** In applying or interpreting the Unit boundary definitions set out in this Section 4.3, the following principles shall be used where the boundary definitions do not otherwise provide a clear answer:
- (i) Elements and materials that are visible from the outside of a Unit are part of the Common Elements (including exterior door locks and door hardware).
 - (ii) Elements and materials that support the building in which a Unit is located or that keep that building weather-tight are part of the Common Elements.
 - (iii) Elements and materials that are visible only from the interior of the Unit and that may be subject to change or redecoration without fundamental change to the Structure of the building in which a Unit is located are part of the Unit.
 - (iv) The hardware and supports necessary to operate any element, to permit it to move or function or to keep it in place are of the same character (Unit, Common Element, or Limited Common Element) as the element they serve.
- (i) **Inconsistency with Plans.** If the Plans are inconsistent with this definition, then this definition will control.

ARTICLE V
Limited Common Elements

Section 5.1 – Limited Common Elements.

The following portions of the Common Elements are designated as Limited Common Elements and are allocated as stated. If any portion of the Property described in this Section is part of a Unit then it is not a Limited Common Element, even though it is listed in this Section.

- (a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit and is not otherwise included in the Unit, any portion thereof serving only a single Unit is a Limited Common Element allocated to the Unit it serves. Any portion thereof serving more than one (1) Unit or serving any portion of the Common Elements is not a Limited Common Element.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors, windows, storm windows, storm doors and screens, or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Storage Units on the Mezzanine are Limited Common Elements allocated to certain Units as shown on the Plans.
- (d) Any space heating and air conditioning apparatus and all electrical switches, television, telephone, telecommunications and electrical receptacles, and light switches serving one (1) Unit exclusively, but located outside of the boundaries of the Unit and not otherwise included in the Unit, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. Maintenance

and replacement of fans and drainage tubes in the space heating and air conditioning apparatus are the responsibility of the Unit Owner.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

ARTICLE VI
Maintenance, Repair, and Replacement

Section 6.1 – Common Elements.

The Association shall Maintain, Repair, and Replace all of the Common Elements, except the portions of the Limited Common Elements that are required by this Declaration to be Maintained, Repaired, or Replaced by the Unit Owners.

Section 6.2 – Units.

Each Unit Owner shall Maintain, Repair, and Replace, at the expense of the Unit Owner, all portions of the Unit, except the portions thereof to be Maintained, Repaired, or Replaced by the Association. By Rule, the Association may adopt additional standards concerning Maintenance, Repair, and Replacement of Units for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Units or the Common Elements.

Section 6.3 - Limited Common Elements.

Notwithstanding the provisions of Section 6.1 and Section 6.2 of this Declaration:

- (a) Each Unit Owner shall be responsible for removing all snow, leaves, and debris from all patios, decks, and balconies that are Limited Common Elements appurtenant to the Unit.
- (b) Each Unit Owner shall Maintain, Repair, and Replace the following Limited Common Elements:
 - (i) The fans and drainage tubes located in any space heating, and air conditioning apparatus and all electrical switches, television, telephone, telecommunications and electrical receptacles, and light switches serving the Unit Owner's Unit exclusively.

Section 6.4 - Access.

- (a) **Access by Association.**
 - (i) Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of carrying out the Association's powers and duties including, but not limited to:
 - (A) Performing inspections;
 - (B) Adjusting insurance claims;

- (C) **Maintaining, Repairing, and Replacing the Common Elements and portions of the Units for which the Association is responsible;**
 - (D) **Restoring portions of the Units and the Common Elements that have been Damaged or Destroyed;**
 - (E) **Making additions, alterations, and improvements to the Common Elements;**
 - (F) **Exterminating insects and vermin; and**
 - (G) **Correcting any condition threatening a Unit or the Common Elements.**
- (ii) **Requests for entry to a Unit or Limited Common Element shall be made in advance and any such entry shall be made at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. In case of an emergency, no such request or notice shall be required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.**
 - (iii) **If a Unit is damaged as a result of access obtained under this Subsection 6.4(a), the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 15.2(f) of this Declaration.**
- (b) **Access by Unit Owners.**
- (i) **A Unit Owner or a qualified contractor or professional engaged by the Unit Owner shall have the right of access to all portions of the Property for the purpose of carrying out the Unit Owner's powers and duties to Maintain, Repair, or Replace the Unit and the portions of the Common Elements for which the Unit Owner is responsible including, but not limited to:**
 - (A) **Performing inspections;**
 - (B) **Maintaining, Repairing, and Replacing the Unit and portions of the Common Elements for which the Unit Owner is responsible; and**
 - (C) **Making additions, alterations, and improvements to the Unit and, when permitted, to the Common Elements.**
 - (ii) **Requests for entry to a Unit or Limited Common Elements shall be made in advance and any such entry shall be made at a time reasonably convenient to any affected Unit Owner or the Association, as the case may be, consistent with the availability of contractors and others employed or engaged by the Unit Owner making the request. In case of an emergency, immediate access to other Units may be arranged through the Association, whether or not the Owner of the other Unit is present at the time.**
 - (iii) **If a Unit or the Common Elements are damaged as a result of access obtained under this Subsection 6.4(b), the Unit Owner obtaining access will be responsible for the prompt repair of the Unit or Common Elements as the case may be.**

Section 6.5 – Failure to Maintain, Repair, and Replace.

- (a) If a Unit Owner fails to Maintain, Repair, or Replace a Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible after the Unit Owner knew or should have known that such Maintenance, Repair, or Replacement was needed, and such failure causes damage to another Unit or to the Common Elements, the Unit Owner shall reimburse the Owner of the damaged Unit, or the Association, as the case may be, for the cost of restoring the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.
- (b) If the Association fails to Maintain, Repair, or Replace the Common Elements or any other portion of the Common Interest Community for which it is responsible after the Association knew or should have known that such Maintenance, Repair, or Replacement was needed, and such failure causes damage to a Unit:
 - (i) If the damage is covered by the Association’s insurance policy, the Association shall restore it in accordance with Article XIX of this Declaration; or
 - (ii) If the damage is not covered by the Association’s insurance policy, the Association shall reimburse the Owner of the damaged Unit for the reasonable cost of restoring the damage.
- (c) If a Unit Owner fails to Maintain, Repair, or Replace a Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible and such failure creates a condition that threatens another Unit or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Unit Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.6 – Inspection, Repair, and Replacement of High-Risk Components or Conditions.

- (a) Notwithstanding the provisions of this Article VI, the Executive Board may, from time to time, after Notice and Comment, determine that certain portions of the Units required to be Maintained, Repaired, or Replaced by the Unit Owners under the Declaration or Subsection 47-249(a) of the Act, or certain objects, fixtures, components, or conditions within the Units, pose a particular risk of damage to, or could have an adverse effect on, other Units or the Common Elements if they are not properly inspected, operated, treated, Maintained, Repaired, or Replaced. By way of example, but not of limitation, these portions, objects, fixtures, components, or conditions might include smoke detectors, washer hoses, Fan coil units, and insect infestations. In this Section 6.6, those items determined by the Executive Board to pose such a particular risk are referred to as “High-Risk Components or Conditions.”
- (b) At the same time that it designates a High-Risk Component or Condition or at a later time, the Executive Board, after Notice and Comment, may require one (1) or more of the following with regard to the High-Risk Component or Condition:
 - (i) That it be inspected at specified intervals by the Association, an inspector or inspectors designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification;

- (ii) That it be operated in a specified manner, or that it be operated or not operated at specified times or under specified conditions;
 - (iii) That it be Maintained, Repaired, Replaced, or treated at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective;
 - (iv) That it be Maintained, Repaired, Replaced, or treated with items or components meeting particular standards or specifications established by the Executive Board;
 - (v) That when it is Maintained, Repaired, or Replaced, the installation include additional components or installations specified by the Executive Board;
 - (vi) That it be Maintained, Repaired, Replaced, or treated by contractors having particular licenses, training, or professional certification or by contractors approved by the Association; or
 - (vii) If the Maintenance, Repair, Replacement, or treatment is completed by a Unit Owner, that it be inspected by a Person designated by the Association, or an inspector or inspectors having particular licenses, training, or professional certification.
- (c) The imposition of requirements by the Executive Board under Subsection 6.6(b) shall not relieve a Unit Owner of any obligation under Section 6.2 of this Declaration, including, but not limited to, the obligation to perform and pay for Maintenance, Repair, and Replacement.
- (d) If any Unit Owner fails to Maintain, Repair, or Replace a High-Risk Component or Condition, or have the High-Risk Component or Condition inspected, in accordance with the requirements established by the Executive Board pursuant to this Section 6.6, the Association may, in addition to any other rights and powers granted to it under the Community Documents and the Act:
- (i) Enter the Unit in accordance with Section 6.4 of this Declaration, and inspect, Maintain, Repair, or Replace the High-Risk Component or Condition, and charge the cost to the Unit Owner as a Common Expense attributable to the Unit under Section 15.2 of this Declaration;
 - (ii) Fine the Unit Owner or the occupant of the Unit or both under Subsection 21.1(n) of this Declaration; and
 - (iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section 6.6

Section 6.7– Conduct of Maintenance, Repair, and Replacement by the Association.

The Association, acting at the direction of the Executive Board, and not the Unit Owner of any affected Unit, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to Maintain, Repair, and Replace portions of the Property for which funds of the Association are used or to be used.

Section 6.8 – Work Done by or at the Direction of Unit Owners or Tenants of Units.

Any work done to any portion of the Property by any Unit Owner or tenant of a Unit or by any Person hired by or working at the direction of any Unit Owner or tenant of a Unit, whether compensated or not, shall be subject to the requirements set out below. These requirements shall be in addition to any requirements created by or pursuant to other portions of the Community Documents or by applicable law.

- (a) Any Person performing work for which a license or registration is required, must hold the appropriate license or registration.
- (b) If a permit is required from any department or governmental authority for the work, the permit must be obtained at the expense of the Unit Owner or tenant of the Unit before the work is commenced.
 - (i) Any applications for such permit shall be executed by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or material supplier on account of any addition, alteration, or improvement or to any Person having any claim for injury to Person or damage to property arising there from.
 - (ii) Copies of all permits, as well as inspection reports, orders, and certificates of occupancy or completion issues in relation to the permit shall be furnished to the Association.
- (c) Any Person performing work, who is required to carry workers' compensation insurance by the State of Connecticut, shall maintain such insurance.
- (d) Any Person performing work, except for Unit Owners and tenants of Units and members of their respective households, shall maintain liability insurance in an amount of not less than one million (\$1,000,000.00) dollars for bodily injury or for property damage for any single occurrence.
- (e) Evidence of insurance shall be required before work is commenced.
- (f) The Executive Board may adopt other reasonable requirements for the performance of such work by Rule.

ARTICLE VII

Development Rights and Special Declarant Rights

Section 7.1 – Reservation of Development Rights

- (a) The Association reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community.
- (b) The Association also reserves the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across any land comprising the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements which are added to the Common Interest Community.

ARTICLE VIII
Allocated Interests

Section 8.1 – Allocation of Interests.

The table showing Unit numbers of each Unit and their Allocated Interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article XIII. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community. In the event of discrepancy between the Allocated Interests of a Unit shown on Schedule A-2 and the results derived from the formulas set out in this Article VIII, the Allocated Interests shown on Schedule A-2 shall prevail.

Section 8.2 – Formulas for the Allocation of Interests.

The Allocated Interests for each Unit have been calculated by applying the following formulas.

- (a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as shown on the Plans compared to the floor area of all of the Units in the Common Interest Community.
- (b) **Liability for Common Expense.** The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as shown on the Plans compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics, if any, are not to be counted.

Nothing in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XV of this Declaration.

- (c) **Votes.** Each Unit in the Common Interest Community shall have one (1) Vote in proportion to its interest in the Common Elements established pursuant to the Declaration. Any specified percentage, portion, or fraction of Unit Owners, unless otherwise stated in the Community Documents, means the specified percentage, portion, or fraction of all of the Votes as shown in Schedule A-2.

ARTICLE IX
Restrictions on Use and Occupancy and Alienation

Section 9.1 – Use and Occupancy Restrictions for the Units.

The following use and occupancy restrictions apply to all Units. Amendments to these restrictions may be made only in accordance with Subsection 10.3(a) of this Declaration.

- (a) **Residential Use.** Each Unit, except the two designated non-residential units, is restricted to residential use as a single-family residence including home occupations not involving employees, regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area.

- (b) **Non-residential Use.** Unit 1-A1 and Unit M-MA are non-residential Units which may be used for such purposes as may from time to time be permitted under local and state law and be in accordance with the Condominium Instruments and the Rules and Regulations, including the permitted uses for other Units. The Condominium Instruments and the Rules and Regulations shall not be amended to limit the use of Unit 1-A1 and Unit M-MA as permitted under local and state law on the date hereof except to incorporate any further limitations imposed by any future local or state law; they may be amended to limit the use of Unit 1-A1 and Unit M-MA to the uses permitted under local and state law on the date hereof and to provide that any business located in such Units be operated in a reasonable manner.
- (c) **Parking in Parking Garage and Parking Area.** One parking space for a motor vehicle within the outside Parking Area or Parking Garage shall be assigned to a Unit Owner upon request made to the Association from among those parking spaces not assigned to other Unit Owners or tenants occupying a Unit as of the date hereof. The request for a parking space by a Unit Owner to the Association shall specify whether the Unit Owner prefers a parking space within the Parking Garage or the outside Parking Area and, subject to availability, the Association shall honor such preference. The assignment of parking spaces shall be on a "first come, first serve" basis. One additional parking space may be assigned to a Unit Owner upon request made as provided herein and upon the terms and conditions provided herein except that such assignment of additional parking space to a Unit Owner may be revoked by the Association at any time to provide one preferred parking space to another requesting Unit Owner. Where a Unit Owner has more than one parking space, one or more of which are within the Parking Garage, the Association shall not revoke the assignment of one parking space within the Parking Garage without the Unit Owner's consent. The Association shall from time to time set fair and reasonable monthly rates for parking spaces within the Parking Garage and the Parking Area which rates, if not paid when due, may be collected by the Association in the same manner as provided in the Condominium Instruments for the collection of delinquent Common Charges. A Unit Owner to whom a parking space within the Parking Area has been assigned by the Association, or any tenant or occupant of the Unit owned by such Unit Owner, shall personally park his vehicle in the Parking Area. A Unit Owner to whom a parking space within the Parking Garage has been assigned by the Association, or any tenant or occupant of the Unit owned by such Unit Owner, shall deliver and pick up his motor vehicle, and the keys thereto, at a point within the Parking Garage designed by the Association. Employees of the Association or its designees shall park the motor vehicles of Unit Owners to whom a parking space within the Parking Garage has been assigned immediately upon delivery thereof and shall deliver motor vehicles of such Unit Owners for pick up immediately upon request of such Unit Owners. The parking of motor vehicles within the Parking area and Parking Garage shall be subject to the Rules and Regulations.

- (d) **Use Affecting Insurance.** Nothing may be done or kept in any Unit that will increase the rate of insurance on any Improvements, or the contents of other Units, beyond the rates generally applicable to similar residential common interest communities, without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in the Unit which will result in the cancellation of insurance on any of the Improvements or the contents of other Units.
- (e) **Compliance with Laws.** Unit Owners and occupants of Units shall comply with all laws, ordinances, and regulations, including, but not limited to, zoning and land use regulations, of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.
- (f) **Structural Integrity.** Except pursuant to Article X of the Declaration, nothing may be done to any Unit that will impair the Structural integrity of or change the Structure of any Improvement. No Unit Owner may do any work that may jeopardize the soundness or safety of the Property, reduce the value of any portion thereof, or impair any easements or any interest constituting a Common Element. No Unit Owner shall overload the electric wiring in the building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgement of the Board of Directors, an unreasonable disturbance to others. The use of water beds, hot tubs and similar furnishings and equipment which may cause floor overloads are not allowed, except if specifically approved by the Executive Board. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner furnish to the Board of Directors, not less than ten (10) days prior to the date the Unit Owner desires to commence such work, plans detailing the work to be done; (iii) the Board of Directors consents to the performance of such work; (iv) the expense of such alteration shall be paid in full by the Unit Owner making such alteration ; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units cease to be used together.
- (g) **Rules Affecting the Use and Occupancy of Units.** Except as required or permitted by other provisions of the Declaration, the Association may adopt Rules that affect the use or occupancy of Units only to:
- (i) Implement a provision of the Declaration;
 - (ii) Regulate any behavior in or occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners; or
 - (iii) Restrict the leasing of a Unit to the extent that the Rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans on units in common interest communities or regularly purchase such mortgages.

- (iv) Provided no Rule restricting the leasing of the unit shall be enforceable unless notice thereof is recorded on the land records of each town in which any portion of this Common Interest Community is located. The Association shall request that the town clerk index the Rules and the amendments to the Rules in the grantor's and in the grantee's index in the name of the Common Interest Community and in the name of the Association. Such recorded Rules shall not be considered a muniment of title, an additional encumbrance, or a covenant affecting land, but it shall be a personal obligation of the Unit Owners and occupants.
- (h) **Offensive Activities.** No noxious or unreasonably offensive activities may be carried on in any Unit, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance or nuisance, that interferes with the proper use of the Property by Unit Owners or other occupants of Units, or that adversely affects other Units or the Common Elements.
- (i) **Pets.**
- (i) No animals, birds, or reptiles of any kind may be raised, bred, or kept in the Common Interest Community, except for dogs, cats, and other customary household pets, which may be regulated as to activities, character, breed, size, number, and species by Rule, provided that no change in a Rule shall require the removal of any pet then being kept in the Common Interest Community as long as the pet or the pet's owner does not behave improperly.
- (ii) No animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed in the Common Interest Community.
- (iii) Pets may not be kept, bred, or maintained for any commercial purposes.
- (iv) Not more than two pets (2) may be kept in any Unit, of which not more than one (1) of those pets may be a dog.
- (v) At the discretion of the Unit owner, a tenant may keep one dog provided that animal meets the rules and regs of the Association
- (vi) No pet is permitted in any portion of the Common Elements unless carried or on a leash.
- (vii) If the Executive Board, after Notice and Hearing, determines that a pet, or the pet's owner, has done or permitted any of the following, the owner will permanently remove the pet from the Common Interest Community upon three (3) days' written notice of the determination:
- (A) The pet repeatedly makes noise that disturbs Unit Owners or other occupants of Units;
- (B) The pet attacks or attempts to attack a Person or another pet;
- (C) The pet is repeatedly allowed to run loose; or

(D) The owner of the pet repeatedly fails to pick up after the pet or allows the urine or droppings from the pet to accumulate or soak into any portion of the Improvements.

(viii) Trained guide dogs and other service animals are permitted if such animals serve as physical aides to Persons with disabilities and such animals have been trained or provided by an agency or service qualified to provide or train such animals. Other animals will be permitted as reasonable accommodations for Persons with disabilities to the extent they are permitted by applicable law.

Section 9.2 – Use and Occupancy Restrictions for the Common Elements.

- (a) Nothing may be hung or displayed on the windows or placed on the outside walls of the buildings or within Common Elements in the buildings, unless it is permitted by Rule or by prior written approval from the Association.**
- (b) No awnings, canopies, balconies, shutters, or other items may be affixed to or placed upon the exterior walls or roofs of any building without the prior written consent of the Executive Board. The Executive Board may, by rule, limit what can be placed on balconies or patios.**
- (c) No signs, including, but not limited to, “For Sale” signs and signs indicating commercial uses, may be placed in the window of any Unit, or on the exterior walls or roofs of any building, or anywhere else in the Common Elements, including limited Common Elements, unless permitted by Rule or by the prior written consent of the Executive Board.**
- (d) Flags and holiday decorations may be affixed to or placed upon the balconies or patios of any building under standards established by Rule of the Association.**
- (e) By Rule, the Association may provide additional restrictions on and definitions of signs, flags, and exterior displays as well as procedures for approval and for the administration of this Section. However:**
 - (i) No Rule may prohibit display on a Unit or on a Limited Common Element adjoining a Unit, of the United States flag, the flag of the State of Connecticut or signs regarding candidates for public or Association office or ballot questions but the Association may adopt reasonable Rules governing the time, place, size, number, and manner of those displays; and**
 - (ii) A Unit Owner or other resident of a Unit may attach to an entry door or entry door frame of such Unit an object, the display of which is motivated by observance of a religious practice or sincerely held religious belief, provided that, except to the extent allowed by the First Amendment to the United States Constitution and Section 3 of Article First of the Constitution of the State of Connecticut, such item may not:**
 - (A) Threaten the public health or safety;**
 - (B) Hinder the opening and closing of an entry door;**
 - (C) Violate any federal, state, or local law;**

- (D) Contain graphics, language, or any display that is obscene or otherwise patently offensive;
 - (E) Individually or in combination with each other item displayed or affixed to an entry door frame have a total size greater than twenty-five (25) square inches; or
 - (F) Individually or in combination with each other item displayed or affixed on an entry door have a total size greater than four (4) square feet.
- (f) The use of the Common Elements is subject to the Bylaws and the Rules of the Association.

Section 9.3 – Limitations on Activities within Units or the Common Elements.

Activities within the Units and Common Elements are restricted by the following limitations. Because these limitations are neither use nor occupancy restrictions, they may be amended by the vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes in the Association are allocated in accordance with Section 12.1 of this Declaration.

- (a) **Trash.** Trash may not be stored, either inside or outside of any building, in such a manner as to promote the spread of fire or vermin. No accumulation of trash, garbage, recyclable materials, rubbish, debris, or unsightly material shall be permitted inside or outside of any building, except in designated and approved trash storage containers. By Rule, the Association may provide additional restrictions, procedures, and requirements concerning the deposit, storage, and removal of trash, for the location of trash containers, and for administration of this provision.
- (b) **Cleanliness.** Each Unit Owner or occupant of a Unit shall keep the Unit in a good state of preservation and cleanliness. By Rule, the Association may provide additional standards concerning preservation and cleanliness of Units.
- (c) **Smoking.** Smoking of any substance, including but not limited to the smoking of all tobacco products, cigarettes, pipes, and cigars, is prohibited in the Common Elements of the Common Interest Community, including the Limited Common Elements except as provided by Rules adopted by the Executive Board. The Executive Board may also adopt Rules regarding smoking within units if the smoke can be smelled or otherwise detected in other Units or in the Common Elements.
- (d) **Insects and Vermin.** Each Unit Owner or occupant of a Unit shall keep the Unit free of insects and vermin, including, but not limited to, bedbugs. If insects or vermin are found in a Unit, the Association or occupant shall take whatever action is reasonably necessary to eliminate them and to prevent their return. Any professionally recommended preparation needed for this action will be the responsibility of the Unit Owner.
- (e) **Bylaws and Rules.** Activities within the Common Elements are subject to the Bylaws and the Rules of the Association.

- (f) **Antennas.** The Association may adopt Rules regulating and restricting the installation of antennas or satellite dishes in the Common Interest Community. However, any such Rule, as it applies to the Units and Limited Common Elements may not exceed the limitations set by the Federal Communications Act.

Section 9.4 – Time-Sharing Prohibited.

A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

Section 9.5 —Other Restrictions on Leasing.

A Unit Owner may not lease less than an entire Unit, and no tenants may be accommodated in any Unit under leases of less than one year. No tenants may be accommodated in any Unit if customary hotel services are provided, such as room service for food and beverages, maid service, furnishings, laundry and linen, and bellboy service. Short term rentals, including but not limited to rental services through Airbnb and VRBO, are prohibited. No parking space or rights shall be rented to any person by a Unit Owner.

Section 9.6 – Limitations on Occupancy of Units by Lessees.

Except as provided in Subsections 9.6(b) and (c), no Unit Owner may lease a Unit to another Person until the Unit Owner has first resided in the Unit for at least one (1) year. For purposes of this Section, a lease includes any grant of exclusive possession of a Unit to another Person, whether or not for consideration.

- (a) For purposes of this Section:

- (i) In the case of a Unit Owner that is a trust, if one (1) or more beneficiaries of the trust have resided in the Unit for at least one (1) year, the trust shall be deemed to have satisfied the requirements of this Section 9.x; and
- (ii) In the case of a Unit Owner that is a corporation, partnership, limited liability company, or other legal or commercial entity, if one (1) or more individuals who, among them, hold at least twenty percent (20%) of the capital of and voting interest in the entity have resided in the Unit for at least one (1) year, the entity shall be deemed to have satisfied the requirements of this Section 9.x.

- (b) The provisions of this Section 9.6 shall not apply to:

- (i) Leases by an individual Unit Owner to the Unit Owner's spouse, civil union or domestic partner, parents, grandparents, children, grandchildren or siblings;
- (ii) Leases by a trust to a beneficiary of the trust; or
- (iii) Leases by a corporation, partnership, limited liability company or other legal entity to one (1) or more individuals who, among them, hold at least twenty percent (20%) of the capital of and voting interest in the entity;

- (iv) Leases by a Declarant; or
 - (v) Leases by the holder of a first or second Security Interest in a Unit who acquires title to the Unit by foreclosure of its Security Interest, by deed in lieu of foreclosure, by redemption of the Unit in a tax foreclosure or in an action to foreclose the Association's lien for assessments, or by purchase at a foreclosure or tax sale;
 - (vi) Leases by any purchaser of a Unit at a foreclosure or tax sale; and
 - (vii) Leases by the immediate transferee of a Unit from any party described in Subsection 9.6(b)(v).
- (c) The Executive Board, upon written application and after Notice and Hearing may waive the application of this Section 9.6 to a particular Unit Owner if it determines that such application would result in an unfair hardship to the Unit Owner.
- (d) For the purposes of Subsection 9.6(c), the Executive Board may determine an unfair hardship exists if it finds that the Unit Owner purchased the Unit with the intention of occupying it for at least one (1) year, but that such occupancy was made impossible or more difficult by change in familial status, loss or change of employment, call to active military service, change of place of employment, illness, or physical disability.
- (i) If a Unit Owner submits a written application under Subsection 9.6(c), the Executive Board shall answer the application, after Notice and Hearing, within sixty (60) days. Failure to do so within such time shall constitute consent by the Executive Board to the application.
 - (ii) The Executive Board may adopt Rules or procedures governing the review of applications. Any resolution granting or denying an application under Subsection 9.6(c) shall state the reason or reasons for such action and a copy of the resolution shall be furnished to each applicant with the answer of the Executive Board.

Section 9.7 – Written Agreements between Unit Owners and Tenants of Units.

The Executive Board, after Notice and Comment, may adopt a Rule establishing a form of addendum to be executed by any Unit Owner who leases a Unit or otherwise grants exclusive possession of the Unit to another Person and by the tenant or other occupant of the Unit. The form of addendum may contain provisions which, in the opinion of the Executive Board, will help to ensure that the tenant or other occupant, as well as the Unit Owner, abides by the Community Documents. These provisions may include, but are not limited to:

- (a) A requirement that the Association be notified of the names, work addresses, telephone numbers, and motor vehicle information for all tenants and occupants;
- (b) A requirement that the Unit Owner furnish the tenants or other occupants with a copy of the Community Documents and an acknowledgment by the tenants and other occupants that they have received the copy;

- (c) An acknowledgment by the tenants and other occupants that they are aware that the Unit is located in the Common Interest Community and that they agree to be bound by the terms of the Community Documents as if these terms were contained in the lease of the Unit;**
- (d) An agreement by the tenants and other occupants that the Association has all of the same enforcement powers against the tenants and other occupants as it has against the Unit Owner, including the power to fine after Notice and Hearing;**
- (e) An agreement by the tenants and other occupants and the Unit Owner landlord that if the tenants or other occupants violate any of the provisions of the Community Documents, or the Act, the Association has the same power to bring a summary process action against them that the Unit Owner landlord has for a violation of the lease;**
- (f) An agreement by the tenants and other occupants and the Unit Owner that they will be jointly and severally liable to the Association for any assessment against the Unit, including, but not limited to, fines, attorney's fees and costs, charges resulting from misconduct, and any other sums that may be due to the Association, as a result of the occupancy of the Unit by the tenants or other occupants or by their conduct or the conduct of the members of their household or their guests in the Common Interest Community;**
- (g) An agreement that copies of any notice relating to the occupancy of the Unit or the Common Interest Community by the tenants and other occupants which the Association is required to give or may choose to give may, at the Association's option, be given to both the Unit Owner and the tenants and other occupants; and**
- (h) An agreement by the Unit Owner landlord and the tenants and other occupants that the Association shall not be liable to any of them for any action it takes in good faith to enforce the terms of the Community Documents or the Act against the tenants and other occupants including, but not limited to, bringing a summary process action.**
- (i) An agreement that the tenant must carry renter's insurance. Proof of insurance must be submitted to the Unit Owner prior to occupancy by the tenant.**

No later than the time the tenants or other occupants first occupy the Unit, the Unit Owner shall furnish the Association with a copy of the addendum, executed by the parties, together with any other documents and information which the addendum requires to be furnished to the Association.

ARTICLE X
Additions, Alterations, and Improvements

Section 10.1 – Additions, Alterations, and Improvements to Units by Unit Owners.

A Unit Owner:

- (a) May make any Improvements or alterations to the interior of the Unit that do not impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. The plans for such changes shall be first submitted to the Executive Board for approval as to Structural integrity, safety, and compliance with building and other codes.**
- (b) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. The plans for such changes shall be first submitted to the Executive Board for approval as to Structural integrity, safety, and compliance with building and other codes. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.**

Section 10.2 – Additions, Alterations, and Improvements to or Affecting Common Elements by Unit Owners.

- (a) Unless permitted by the Executive Board as provided in Section 10.3 of this Declaration, a Unit Owner:
 - (i) May not make any improvements or alterations to the interior of the Unit that may impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community; and**
 - (ii) May not make any addition, alteration, or improvement to, attach anything to or change the appearance of any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community, including limited common elements.****
- (b) At the expense of the Unit Owner or occupant, a Unit Owner or occupant of a Unit may make Structural or nonstructural changes to the Unit or to the Common Elements in order to accommodate the needs of handicapped individuals as required by the Federal Fair Housing Amendments Act of 1988. The plans for such changes shall first be submitted to the Executive Board for approval as to Structural integrity, safety, compliance with building and other codes, and consistency with the aesthetic integrity of the Common Interest Community. If the unit is leased, the occupant must advise unit owner of changes and the plans for such proposed changes and, if the Unit Owner approves, then they can be submitted to the Executive Board for approval. All exposed elements of such changes will be surfaced, painted, and trimmed in a manner consistent with surface materials, paint colors, and trim styles of the other Improvements.**

Section 10.3 – Approval by Executive Board of Certain Additions, Alterations, and Improvements by Unit Owners.

- (a) A Unit Owner may submit a written request to the Executive Board for approval to do anything that is otherwise prohibited or regulated under Section 10.2 of this Declaration. The Executive Board shall answer any written request for such approval, after Notice and Hearing to the applicant, the owners of all Units adjacent (above, below, and on the same floor) to the proposed location of such improvements or alterations, and any other Unit Owner who, in the sole opinion of the Executive Board, may be especially impacted by the proposed improvement or alteration, within sixty (60) days after it receives the request. Failure to answer within such time, as it shall be extended by agreement, shall be deemed to be a denial by the Executive Board of the proposed action.
- (b) In acting on any request made under Subsection 10.3(a), the Executive Board shall observe the requirements and limitations of all applicable laws, ordinances, and regulations, including, but not limited to the Federal Fair Housing Amendments Act of 1988.
- (c) The Executive Board may establish time limits and impose conditions on its approval of an application under Subsection 12.3(a). These may include, but are not limited to, the following:
 - (i) That the addition, alteration, or improvement be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage.
 - (ii) That, subject to the requirements of Subsection 10.4(a) of this Declaration, the Unit Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or improvement.
 - (iii) That the work be done in a specified manner or only during specified times.
 - (iv) That the addition, alteration, or improvement be completed by a certain deadline.
 - (v) That the Unit Owner Maintain, Repair, and Replace the addition, alteration, or improvement or reimburse the Association for the costs of Maintenance, Repair, and Replacement.
 - (vi) That the approval and the conditions imposed on the approval be incorporated in a written agreement, signed on behalf of the Association and by the Unit Owner and recorded on the land records of each town in which any portion of the Common Interest Community is located.
- (d) The Association may require the Unit Owner to pay an application fee, at the time the application is made, at such later time as the Executive Board determines, or both, to reimburse the Association for its costs in considering and acting on the application including, but not limited to, recording charges and the reasonable fees of attorneys and design professionals.

- (e) **In the absence of a recorded agreement to the contrary, any addition, alteration, or improvement installed by a Unit Owner will be Maintained, Repaired, and Replaced by the Unit Owner at the expense of the Unit Owner. If the Unit Owner fails to Maintain, Repair, or Replace the addition, alteration, or improvement, the Association may, in addition to any other remedies available under the Community Documents or the Act, and after Notice and Hearing:**
 - (i) **Perform the needed Maintenance, Repair, or Replacement and assess the cost of the work against the Unit; or**
 - (ii) **Remove the addition, alteration, or improvement, restore the affected portions of the Property to their original condition and assess the cost of the restoration against the Unit.**
- (f) **The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.**
- (g) **The Executive Board may establish forms and procedures for the making and processing of applications under this Section.**
- (h) **Nothing in this Section shall be deemed to require the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior request require the Executive Board to approve or disapprove any other request at a later date.**

Section 10.4 – General Provisions Relating to Additions, Alterations, and Improvements by Unit Owners.

- (a) **Any applications to any department or to any governmental authority for a permit to make any addition, alteration, or improvement to any Unit or to the Common Elements by a Unit Owner shall be approved by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or material supplier on account of such addition, alteration, or improvement or to any Person having any claim for injury to person or damage to property arising therefrom.**
- (b) **No additions, alterations, and improvements to the Units and Common Elements that will materially increase the premiums of any insurance policies carried by the Association or by the owners of any other Units shall be made by any Unit Owner unless approved in writing by the Executive Board.**

Section 10.5 – Additions, Alterations, and Improvements by Executive Board.

Subject to the limitations of Sections 15.4 and 15.5 of this Declaration, the Executive Board may make any additions, alterations, and improvements to the Common Elements, which, in its judgment, it deems necessary, appropriate, or useful.

ARTICLE XI
Relocation of Boundaries between Adjoining Units

Section 11.1 – Application and Amendment.

Subject to the approval, if any, required pursuant to Article X of this Declaration, and any governmental approvals that may be required, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, or the Unit Owners have failed to obtain the required governmental approvals, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of the Association shall be endorsed thereon. Such amendment shall also require the written approval of all holders of Security Interests in the affected Units, which approval shall be attached to the amendment. On recording, the amendment shall be indexed in the names of the Unit Owners as grantor and grantee, and in the name of the Association and the Common Interest Community as grantee.

The applicants shall reimburse the Association for its reasonable costs incurred in the review and preparation of the amendment and any required Surveys or Plans including, but not limited to, the fees of architects, attorneys and other professionals engaged by the Association, and recording costs.

Section 11.2 – Surveys and Plans.

The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

ARTICLE XII
Amendments to Declaration

Section 12.1 – Amendment – Generally.

- (a) Except as otherwise provided in the Act or in this Declaration, including the Survey and Plans, this Declaration may be amended only by vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes in the Association are allocated.
- (b) Certain provisions of this Declaration which are mandated or limited by the Act or other applicable law may not be freely amended. Amendments to certain provisions may require corresponding amendments to other provisions of this Declaration or of other Community Documents. It is recommended that no amendment be made to this Declaration or to other Community Documents without the advice of knowledgeable counsel. It is intended that this recommendation not provide a basis for a new cause of action against the Executive Board, although it may be relevant to the standard of care for the Executive Board.

- (c) An amendment to any provision of the Declaration which pertains exclusively to the use or to the Maintenance, Repair, and Replacement of the balconies which are Limited Common Elements appurtenant to the Units within The Woodland and which involves only Common Expenses allocated exclusively to the owners of the Units appurtenant to the balconies requires only the vote of those Unit Owners which at least sixty-seven percent of the votes allocated to those Unit Owners.
- (d) Any provision of this Declaration affecting the permitted uses of the Commercial (non-residential) Units, either as a separate group or together with the Residential Units, may be amended only by the vote of Unit Owners of Units to which at least eighty percent (80%) of the Votes in the Association are allocated, in addition to the consent of the Unit Owners of the two Commercial (non-residential) Units.

Section 12.2 – When Unanimous Consent Required.

Except to the extent expressly permitted or required by other provisions of the Act or this Declaration, including, but not limited to, Sections 11.1 and 12.4 of this Declaration, no amendment may create or increase the number of Units, or change the boundaries of any Unit or the Allocated Interests of any Unit in the absence of the unanimous consent of the Unit Owners.

Section 12.3– Amendments Relating to Use and Occupancy.

- (a) By vote of Unit Owners of Units to which at least eighty percent (80%) of the Votes in the Association are allocated, Section 9.1 of the Declaration may be amended and other amendments to the Declaration may be adopted which prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of Persons who may occupy Units or which alter any such existing prohibitions or material restrictions.
- (b) Amendments to the Declaration which impose or alter other limitations on activities within a Unit or the Common Elements, such as those provided in Sections 9.2 and 9.3 of this Declaration, may be adopted under the general amendment provisions set out in Section 12.1 of this Declaration.
- (c) Any amendment approved under this Section, must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted.

Section 12.4 – Other Amendments.

- (a) Certain amendments relating to the allocation or reallocation of Limited Common Elements are governed by and shall be made in accordance with the provisions of Article XI of this Declaration.
- (b) Certain amendments relating to the relocation of boundaries between adjoining Units are governed by and shall be made in accordance with the provisions of Article XI of this Declaration.

Section 12.5 – Notice to Unit Owners of Amendments to the Declaration.

Following the adoption of an amendment to this Declaration by the Association, the Association shall give all Unit Owners notice of its action and include with it a copy of such amendment.

Section 12.6 – Limitation on Challenges.

No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 12.7 – Recording and Execution of Amendments.

- (a) Every amendment to this Declaration shall be recorded on the land records of each town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article XI of this Declaration, shall be indexed in the name of the Common Interest Community and the Association as grantees and in the name of the parties executing the amendment as grantors.
- (b) Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 12.8 – Consent of Holders of Security Interests.

Amendments are subject to the consent requirements of Article XIV of this Declaration.

**ARTICLE XIII
Termination**

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Act.

**ARTICLE XIV
Mortgagee Protection**

Section 14.1 – Introduction.

This Article establishes certain standards and covenants for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Community Documents, but in the case of conflict, this Article shall control.

Section 14.2– Supplemental Definitions.

As used in this Article and elsewhere in this Declaration, the following terms shall have the following meanings:

- (a) **“Eligible Insurer” shall mean an insurer or guarantor of a first Security Interest in a Unit that has notified the Association in writing, of its name and address, that it has insured or guaranteed such Security Interest, and the identification of the Unit on which it has insured or guaranteed such Security Interest. Such notice shall be deemed to include a request that the Association give the Eligible Insurer the notices and other rights described in this Article.**
- (b) **“Eligible Mortgagee” shall mean the holder of a first Security Interest in a Unit that has notified the Association in writing, of its name and address, that it holds a first Security Interest in a Unit, and the identification of the Unit on which it holds such Security Interest. Such notice shall be deemed to include a request that the Association notify the Eligible Mortgagee of any proposed action requiring the consent of a specified percentage of holders of first Security Interests and that the Eligible Mortgagee be given the other notices and rights described in in this Article.**
- (c) **“Material Adverse Action” shall mean any amendment to the Declaration or any action of the Executive Board or the Association that is of a material adverse nature to holders of first Security Interests in a Unit, including, but not limited to, any of the following:**
- (i) **Abandonment, partition, subdivision, encumbrance, sale, or transfer of any Common Elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;**
 - (ii) **Any change in the procedures that protect the interest of a holder of a first Security Interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or part of the Common Interest Community, or from termination of the Common Interest Community;**
 - (iii) **Any change in the Unit Owner’s interest in or obligations to the Common Interest Community in order to levy assessments or charges, to allocate distribution of homeowner’s insurance proceeds or condemnation awards, or to determine Unit Owner’s interest in the Common Elements;**
 - (iv) **Changes in the priority of liens for assessments made against the Units;**
 - (v) **Reductions in reserves for Maintenance, Repair, and Replacement of Common Elements (other than use of reserves for the purpose for which the reserve as established);**
 - (vi) **Responsibility for Maintenance, Repair, and Replacement of the Common Elements;**
 - (vii) **Reallocations of interests in the Common Elements or rights to their use, except reallocation made under Article XI of this Declaration;**
 - (viii) **Redefinition of any Unit boundaries (except that when only boundaries between adjoining Units are involved, then only the approval of the Unit Owners of such Units and the holders of all Security Interests in such Units is required);**
 - (ix) **Conversion of Units into Common Elements or of Common Elements into Units;**

- (x) Expansion or contraction of the Common Interest Community, or the addition, annexation, or withdrawal of property to or from the Common Interest Community, except pursuant to the exercise of Development Rights or as otherwise provided in this Declaration;
- (xi) Imposition of any restrictions on the leasing or rental of Units;
- (xii) Imposition of any restrictions on a Unit Owner's right to sell or transfer a Unit; and
- (xiii) Any action to terminate the Common Interest Community or use of insurance proceeds for any purpose other than to rebuild.

Notwithstanding the foregoing, no amendment or action that is taken pursuant to the exercise of Development Rights shall constitute a Material Adverse Action.

Section 14.4– Consent Required.

- (a) No Material Adverse Action may be taken by the Association or by the Executive Board or shall be effective until approved by Eligible Mortgagees holding Security Interests in more than fifty percent (50%) of the Units that are subject to Security Interests held by Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing consents do not apply to the exercise of any Development Right.
- (b) The approval or consent of any Person holding a Security Interest in a Unit of any Material Adverse Action shall be deemed granted if a refusal to consent in a record is not received by the Association within sixty (60) days after the Association delivers notice of the proposition requiring consent to the holder of the Security Interest or mails the notice to such holder by certified mail, return receipt requested. The Association may rely on the last-recorded Security Interest of record in delivering or mailing notice to the holder of such Security Interest.
- (c) Unless otherwise expressly provided, wherever in this Declaration the request, approval or consent of a specified percentage of holders of Security Interests on Units is required, it shall mean the request, approval, or consent of holders of first Security Interests in Units which, in the aggregate, have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Units then subject to first Security Interests.

Section 14.5 – Notice of Certain Actions or Events.

The Association shall give prompt written notice by certified mail, return receipt requested, or by any express or courier service that produces a receipt, to each Eligible Mortgagee and Eligible Insurer, and each Unit Owner hereby consents to and authorizes such notice, of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community (for this purpose material includes a condemnation or property loss greater than ten percent (10%) of the annual Common Expense budget) or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

- (b) Any delinquency or default in the payment of Common Expense Assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (d) Any proposed action which would require the consent of a specified percentage of holders of first Security Interests on Units.
- (e) At least thirty (30) days prior notice of any proposal to terminate the Common Interest Community or dissolve the Association;
- (f) Notice of any of the following extraordinary actions:
 - (i) Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the purpose of the Association);
 - (ii) Determining not to require professional management if that management is required under the Declaration, by a majority of Eligible Mortgagees, or by a vote of a Majority of Unit Owners;
 - (iii) Abandoning, partitioning, encumbering, mortgaging, conveying, selling, or otherwise transferring or relocating boundaries of the Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use, (ii) dedicating Common Elements as required by a public authority, (iii) limited boundary line adjustments made in accordance with the Declaration as originally recorded, or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Association);
 - (iv) Using insurance proceeds for purposes other than construction or restoration of insured Improvements; or
 - (v) Making capital expenditures (other than for repair or replacement of existing improvements during any twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget).

Section 14.6– Other Mortgagee Rights.

- (a) The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours on the same terms as Unit Owners.
- (b) A majority of the holders of first Security Interests on Units may require professional management of the Common Interest Community.

Section 14.7– Financial Statements.

- (a) The Association shall provide any Eligible Mortgagee or Eligible Insurer, which submits a written request, with a copy of the most recently available annual financial statement of the Association.
- (b) If so requested by a majority of the holders of first Security Interests on Units, the Association shall have its financial records audited.

Section 14.8– Enforcement.

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

Section 14.9 – Attendance at Meetings.

Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

**ARTICLE XV
Assessment and Collection of Common Expenses**

Section 15.1 – Apportionment of Common Expenses.

Except as provided in Section 15.2 of this Declaration, all Common Expenses shall be assessed against all Units in accordance with their share of the Common Expenses as shown on Schedule A-2 to the Declaration.

Section 15.2– Common Expenses Attributable to Fewer than All Units.

- (a) Any Common Expenses associated with the Maintenance or non-structural Repair of a balcony shall be assessed against the Unit to which the balcony is assigned as a Limited Common Element.
- (b) Any increase in insurance premiums attributable to a particular Unit or Units by virtue of the occupancy of, activities in, or construction of the Unit or Units shall be assessed against that Unit or Units.
- (c) Fees, charges, late charges, fines, and interest charged against a Unit Owner or the occupant of a Unit pursuant to the Community Documents and the Act are enforceable as Common Expense Assessments against the Unit or Units owned by such Unit Owner.
- (d) If the Association, or anyone acting at the direction of the Association, incurs any expense for Maintenance, Repair, or Replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening another Unit or the Common Elements including, but not limited to, gaining entry to the Unit in order to correct such condition, pursuant to Section 6.4 of this Declaration, the

Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.

- (e) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all, of the Units, including, but not limited to, the use of any Unit for the production of income, such tax may be paid as a Common Expense and assessed exclusively against the Unit or Units whose use or occupancy gives rise to the imposition of the tax. The assessment may be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.
- (f) Notwithstanding the provisions of Subsection 19.2(b) of this Declaration, 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 Unit Owner's Unit.
- (g) Any charges assessed against a Unit in connection with additions, alterations, or improvements applied for or approved under Section 10.3 of this Declaration shall be levied against that Unit.
- (h) Portions of the cost of restoring Units allocated to individual Units under the provisions of Subsection 19.2(b) of this Declaration shall be assessed against the Unit or Units to which they are allocated.
- (i) The Association may, from time to time, provide services to individual Units, their Unit Owners or their occupants at the request of or with the authorization of the Unit Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Units by the Community Documents or the Act, or does provide such services to all Units pursuant to a policy or resolution adopted by the Executive Board, the Common Expenses for such services shall be assessed against the Unit to which the service was provided or to whose Unit Owner or occupant the service was provided.
- (j) Any services provided by the Association to Unit Owners and occupants of a Unit will be billed to the Unit in accordance with a fee schedule established by the Association from time to time.
- (k) All reasonable attorney's fees and costs incurred by the Association in collecting past due common charges, assessments and other sums due from a Unit Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Unit Owner in which the Association is named as a defendant, shall be added to and included in the amount due to the Association from the Unit Owner as a Common Expense.

- (l) All reasonable attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Unit Owner or a tenant or other occupant of a Unit, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed against the Unit and its Unit Owner as a Common Expense:
 - (i) by the Executive Board after Notice and Hearing; or
 - (ii) as awarded by a court or arbitration.

Section 15.3– Liens and Lien Foreclosures.

- (a) The Association has a statutory lien on a Unit to the maximum extent, for the maximum amount, and with the maximum priority permitted by the Act and other applicable law from time to time.
- (b) This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) This Section does not prohibit actions against Unit Owners to recover sums for which the Association has a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (d) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (e) Subject to the provisions of Subsection 15.3(f), the Association's lien may be foreclosed in like manner as a mortgage on real property.
- (f) The Association may not commence an action to foreclose a lien on a Unit under this Section unless:
 - (i) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of Common Expense assessments based on the periodic budget last adopted by the Association pursuant to Section 15.4 of this Declaration;
 - (ii) The Association has made a demand for payment in a written or electronic communication as required by the Act;
 - (iii) The Executive Board has either voted to commence a foreclosure action specifically against that Unit or has adopted a standard policy that provides for foreclosure against that Unit; and
 - (iv) The Association has complied with any other provisions of the Act relating to the commencement of an action to foreclose its lien.
- (g) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court

may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 15.4 of this Declaration.

- (h) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (i) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due or in such other order as the Executive Board may determine, notwithstanding any designation or other indication from the Unit Owner as to how the payment is to be applied.
- (j) Every aspect of a foreclosure, sale, or other disposition under this Section, including the method, advertising, time, date, place, and terms, shall be commercially reasonable.

Section 15.4— Budget Adoption, Rejection, and Approval.

- (a) The Executive Board, at least annually, shall adopt a proposed budget for the Common Interest Community for consideration by the Unit Owners.
- (b) Not later than thirty (30) days after the adoption of a proposed budget, the Executive Board shall provide to all 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. Simultaneously, the Executive Board shall set a date not less than ten (10) days or more than sixty (60) 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 without a meeting, Unit Owners holding a majority of all of the Votes in the Association as allocated in Schedule A-2 vote to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participation in the vote by ballot without a meeting 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 Unit Owners approve a subsequent budget.

Section 15.5 – Special Assessments Adoption, Rejection, and Approval.

- (a) The Executive Board, at any time, may propose a Special Assessment.
- (b) Not later than thirty (30) days after adoption of a proposed Special Assessment, the Executive Board shall provide to all Unit Owners a summary of the Special Assessment. If such Special Assessment, together with all other Special Assessments, including emergency Special Assessments, proposed by the Executive Board in the same calendar year, do not exceed fifteen percent (15%) of the Association's last adopted operating budget for that calendar year, the Special Assessment is effective without approval of the Unit Owners. Otherwise, the Executive Board shall set a date not less than ten (10) days or more than sixty (60) 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 Special Assessment. If, at such meeting or in the balloting, Unit Owners holding a majority of all of the Votes in the Association as allocated in Schedule A-2 vote to reject the Special Assessment, the Special Assessment shall be rejected; otherwise the Special Assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot without a meeting shall not affect the rejection or approval of the Special Assessment.

- (c) Special Assessments as proposed by the Executive Board may be payable in installments, and may be payable over periods in excess of one (1) year. If a special assessment is adopted to repay a loan to the Association, the assessment resolution may provide for the adjustment of the assessment when and if the loan payments are adjusted in accordance with the terms of the loan.
- (d) Notwithstanding the provisions of Subsection 15.5(b), if the Executive Board determines by a two-thirds (2/3) vote that a Special Assessment is necessary to respond to an emergency:
 - (i) the Special Assessment becomes effective immediately in accordance with the terms of the vote;
 - (ii) notice of the Special Assessment must be provided promptly to all Unit Owners; and
 - (iii) the Executive Board may spend the funds paid on account of the Special Assessment only for the purposes described in the vote.

Section 15.6 – Certificate of Payment of Common Expense Assessments.

The Association on request made electronically or in writing shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid Common Expense Assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner. The Executive Board may, from time to time, establish a fee for the preparation of the statement.

Section 15.7– Payment of Common Expense Assessments.

- (a) All Common Expenses assessed under Section 15.4 of this Declaration shall be due and payable monthly unless the resolution adopting the budget provides for some other schedule of payment.
- (b) All other Common Expenses shall be due and payable on the first day of the month following the month in which they are assessed or charged unless other payment terms are established by the Executive Board in the resolution adopting the assessment.

Section 15.8– Acceleration of Common Expense Assessments.

In the event of default by any Unit Owner in the payment of any Common Expense Assessment levied against the Unit for a period of ten (10) days after the payment is due, the Executive Board may, after Notice and Hearing, require all unpaid assessments for the pertinent fiscal year to be immediately due and payable and, at a later date, to reverse such a requirement.

Section 15.9 – Commencement of Common Expense Assessments.

Common Expense Assessments shall begin on the first day of the month following the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 15.10– No Waiver of Liability for Common Expenses.

Unit Owners may not exempt themselves from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 15.11 – Personal Liability of Unit Owners.

The Owner of a Unit at the time a Common Expense Assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless such successor agrees to assume the obligation.

ARTICLE XVI

Association Borrowing and Assignment of Future Income

Section 16.1 – Notice of Proposed Borrowing.

At least fourteen (14) days before the closing of any loan to the Association, the Executive Board shall:

- (a) Disclose in a written or electronic communication to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense Assessment; and
- (b) Afford the Unit Owners a reasonable opportunity to submit written or electronic comments to the Executive Board with respect to such loan.

Section 16.2 – Approval of Assignment of Future Income.

The Association may borrow money and assign its right to future income as security for a loan only provided:

- (a) The loan transaction and the assignment have been approved by the Executive Board;
- (b) Unit Owners holding a majority of all of the Votes in the Association, as allocated in Schedule A-2, vote in favor of or agree to the assignment; and
- (c) The Association has complied with the requirements of Section 18.1 of this Declaration.

ARTICLE XVII
Persons and Units Subject to Documents; Rules and Enforcement

Section 17.1 – Compliance with Community Documents.

All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with the Community Documents. The acceptance of a deed or mortgage or the exercise of any incident of ownership, or the entering into a lease, or the entering into occupancy of a Unit constitutes agreement that the provisions of the Community Documents are accepted and ratified by such Unit Owner or other Person and shall bind any Person having at any time any interest or estate in such Unit. /

Section 17.2 – Compliance with Laws.

All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with all laws, ordinances, and governmental regulations applicable to the Common Interest Community or the activities of Persons within the Common Interest Community.

Section 17.3 – Adoption of Rules.

- (a) The Executive Board may adopt and amend Rules only after Notice and Comment.
- (b) Rules concerning the Common Elements, including Limited Common Elements, may regulate any conduct, condition, or activity, including use and occupancy.
- (c) Rules concerning the Units may regulate any conduct, condition, or activity that is not use and occupancy.
- (d) Rules concerning the Units may also regulate the use and occupancy of a Unit only to the extent permitted by Subsection 9.1(f) of this Declaration.
- (e) The Executive Board may not adopt a Rule which contravenes an express provision of this Declaration or a right reasonably inferable from an express provision of this Declaration, but the Executive Board may adopt a Rule implementing, refining, or applying an express provision of this Declaration so long as such Rule does not contravene an express provision of this Declaration or a right reasonably inferable therefrom.

Section 17.4 – Notice to the Unit Owners of Changes to Rules.

Following the adoption, amendment, or repeal of a Rule, the Association shall give all Unit Owners notice of its action and include with it a copy of any new or amended Rule.

Section 17.5 – Limitation on Challenges.

No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Unit Owners.

Section 17.6 – Certification of Rules.

Amendments to the Rules that have been duly adopted shall be prepared and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 17.7 – Recording of Rules.

The Rules and all amendments to the Rules shall be recorded and maintained by Management. The Rules are not part of the Declaration and are not to be considered to be title documents. Such recorded Rules shall not be considered a muniment of title, additional encumbrances, or covenants affecting land.

Section 17.8 – Abatement and Enjoyment of Violations by Unit Owners.

The violation or breach of any provision of the Community Documents shall give the Association the right, after Notice and Hearing except in case of an emergency, in addition to any other rights set forth in this Declaration:

- (a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any Improvement, thing, or condition (except for additions or alterations of a permanent nature that may exist therein) that creates a danger to the Common Elements or other Units contrary to the intent and meaning of the provisions of the Community Documents, and the Association shall not thereby be deemed liable for any manner of trespass;
- (b) To bring appropriate legal proceedings, either at law or in equity, to enjoin, abate, or remedy the continuance of any such breach; or
- (c) To bring appropriate legal proceedings, either at law or in equity, for specific performance of the Community Documents.

Section 17.9 – Suspension of Privileges for Non-Payment or Breach.

- (a) If a Unit Owner fails to pay any Common Expense Assessment, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection 17.9(c), until such assessment is paid.
- (b) If a Unit Owner or occupant of the Unit violates or breaches any provision of the Community Documents, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection 17.9(c), for a period not to exceed the longer of thirty (30) days or until the breach is cured.
- (c) The suspension of any right or privilege under this Section:

- (i) Shall not deny a Unit Owner or other occupant of a Unit access to the Unit or the Limited Common Elements appurtenant to the Unit;
- (ii) Shall not suspend a Unit Owner's right to vote or participate in meetings of the Association;
- (iii) Shall not prevent a Unit Owner from seeking election as a Director or officer of the Association;
- (iv) Shall not permit the Association to withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any Person;
- (v) Shall not take effect until ten (10) days after the Executive Board notifies the Unit Owner of its decision to suspend the use of the Common Elements; and

ARTICLE XVIII Insurance

Section 18.1 – Coverage.

The Association shall obtain and maintain insurance coverage required by this Article to the extent such coverage is reasonably available. If it is not and the Executive Board determines that any insurance described in this Article will not be maintained, the Association shall cause notice of that fact to be given to all Unit Owners, Eligible Mortgagees, and Eligible Insurers.

Section 18.2 – Property Insurance.

- (a) Property insurance will cover:
 - (i) The project facilities (which term means all buildings on the Property, including the Units and, except to the extent provided in Subsection 18.2(a)(ii), all fixtures, equipment, improvements and betterments, including improvements and betterments installed by Unit Owners, whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues, and drains and other items normally excluded from property policies.
 - (ii) The Association will provide property insurance covering all betterments and improvements, except that the Association may also elect to insure only those betterments and improvements set out on a standard schedule, in which case the Association shall:
 - (A) Prepare and maintain a schedule of the standard fixtures, improvements, and betterments in the Units, including any standard wall, floor, and ceiling coverings covered by the Association's insurance policy;

- (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (iv) The loss shall be adjusted with the Association.
- (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.
- (vi) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The insured shall be the Woodland House Condominium Association, Inc. for the use and benefit of the individual Unit Owners.

Section 18.3 – Flood Insurance.

Flood insurance as required by the National Flood Insurance Act if:

- (a) the Property is located in a flood hazard area as defined in such act; and
- (b) the Unit Owners vote to direct the Association to purchase the insurance.

Section 18.4 – Liability Insurance.

Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than one million dollars (\$1,000,000), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

Insurance policies carried pursuant to this Section shall provide all of the following:

- (a) Each Unit Owner is an insured Person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.
- (c) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

- (e) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 18.5 – Fidelity Insurance.

Fidelity insurance shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The insurance policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 18.6 – Unit Owner Policies.

- (a) **Other Insurance.** An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for their own benefit.
- (b) **Notice to Unit Owners.** At least once in each calendar year and any time the deductible under the Association's property insurance policy is changed, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for restoration costs that may be allocated against the individual Units under the provisions of Subsection 19.2(b) of the Declaration. However, the failure of the Association to furnish such notice shall not create any liability on the part of the Association or prevent it in any way from making the allocations provided for in that Subsection.
- (c) **Unit Owner Obligation to Carry Insurance.** At their sole expense, Unit Owners shall purchase the following insurance; (i) real property and personal property coverage that insures their Unit's improvements and contents against damage or loss; (ii) premises liability that includes protection for bodily injury and property damage; (iii) loss of use that protects a Member for additional living expenses should his/her Unit become uninhabitable due to a covered loss; and (iv) loss assessment coverage that protects against Special Assessments due to a loss which exceeds the Association's master policy limits or deductible. The Association may police this provision but is not required to and is specifically relieved of any responsibility or liability from doing so or failing to do so.
- (d) The notice required by Section 18.6 (b), taken together with the requirement of Section 18.6 (c), shall be in the following form:

Under Section 18.2 of the Declaration of The Woodland, the Association may carry property insurance with a deductible of up to actual limit calculated from the formula in Subsection 18.2(c). If your unit is damaged by a fire or other casualty, all or part of that deductible may be assessed against your unit. Because of this it is extremely important that you purchase unit owner's insurance with property damage coverage equal to at least the amount of the deductible on the Association's master policy.

If you have any questions concerning whether you have sufficient coverage under your unit owner's policy, you are urged to review this notice and a copy of the association documents with your insurance professional.

Section 18.7 – Workers' Compensation Insurance.

The Executive Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the State of Connecticut.

Section 18.8 – Directors' and Officers' Liability Insurance.

The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association as well as other individuals typically covered under such policies. The insurance shall, as far as reasonably available, include such coverage as is necessary to satisfy the Association's duty of indemnification to its officers and Directors.

Section 18.9 – Other Insurance.

The Association may carry such other insurance as the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 18.10 – Premiums.

Insurance premiums for insurance carried by the Association shall be a Common Expense.

Section 18.11 – Compliance with Insurance Requirements.

No Unit Owner, tenant, holder of a Security Interest, or occupant of a Unit shall do or suffer to be done any action in the Common Interest Community, shall allow any condition to exist in the Common Interest Community, or shall bring or suffer to be brought any article or substance into the Common Interest Community that may render any insurance purchased by the Association void or voidable or cause the non-renewal of such insurance or an increase in the premiums for such insurance. By Rule, after Notice and Comment, the Executive Board may designate and regulate or prohibit particular actions, conditions, articles, and substances which violate or may violate the provisions of this Section.

ARTICLE XIX

Damage to or Destruction of Property

Section 19.1 – Restoration.

- (a) Any portion of the Property for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, which is Damaged or Destroyed shall be restored promptly by the Association unless:
 - (i) The Common Interest Community is terminated;
 - (ii) Restoration would be illegal under any state or local statute or ordinance governing health or safety; or

- (iii) Eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.
- (b) The Association, acting through the Executive Board, and not the Unit Owner or Unit Owners of affected Units, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to restore any portion of the Property that has been Damaged or Destroyed for which funds of the Association or insurance proceeds payable to the Association are used or to be used.

Section 19.2 – Cost.

- (a) Except as provided in Subsection 19.2(b), the cost of restoring Damage or Destruction in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 15.1.
- (b) The cost of restoring Damage or Destruction in excess of insurance proceeds to the extent of the application of a deductible up to the limits set out in Subsection 18.2(c), shall be a Common Expense, allocated as follows:
 - (i) If the restoration is entirely to the Common Elements, such excess shall be assessed against all Units under Section 15.1.
 - (ii) If the restoration is entirely to a single Unit, such excess shall be assessed against the affected Unit only, under Subsection 15.2(j).
 - (iii) In all other cases, such excess shall be prorated among the affected Unit or Units and Common Elements, as the case may be, in the same proportion as the total cost of restoration of each of the affected Units and Common Elements bears to the total cost of restoration of all of the affected Units and Common Elements. In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the restorations or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 18.2 or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 19.2(b)(iii) shall be assessed against the Unit under Subsection 15.2(j). The portion of the excess allocated to the Common Elements shall be assessed as a Common Expense against all Units under Section 15.1.
- (c) Nothing in this Section 19.2 shall limit the Association's ability to assess the Unit or the Unit Owner for Common Expenses caused by willful misconduct, failure to comply with a written maintenance standard, or gross negligence to the maximum amount permitted under Subsection 15.2(h) of this Declaration.

Section 19.3 – Plans.

The Property that must be restored shall be restored to its original condition, subject to changes in building codes and other applicable laws and regulations and to the availability of building components and materials and in accordance with either the original Plans and specifications, if available, or other plans and specifications which have been approved by the Executive Board, Unit Owners holding a majority of all of the Votes in the Association, as allocated

in Schedule A-2, including the Unit Owners of every Unit for which the Plans and specifications are proposed to be changed, and more than fifty percent (50%) of Eligible Mortgagees.

Section 19.4 – Restoration of Less than the Entire Property.

If all of the Property is not to be restored by the Association:

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other Persons will be distributees:
 - (i) The insurance proceeds attributable to Units and Limited Common Elements that are not restored shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to restore any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 47-206(c) Act, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations.

Section 19.5 – Insurance Proceeds.

The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien-holders as their interests may appear. Subject to the provisions of Section 21.1, the proceeds shall be disbursed first for the restoration of the damaged Property, and the Association, Unit Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely restored, or the Common Interest Community is terminated.

Section 19.6 – Certificates by the Executive Board.

An insurance trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not Damaged or Destroyed Property is to be restored; and
- (b) The amount or amounts to be paid for restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 19.7 – Certificates by Attorneys.

If payments are to be made to Unit Owners, holders of Security Interests, or other lien holders, the Executive Board and the insurance trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of each town in which any portion of the Common Interest Community is located from the date of the

recording of the original Declaration stating the names of the Unit Owners, holders of Security Interests, and other lien holders.

ARTICLE XX

Rights to Notice and Comment and to Notice and Hearing

Section 20.1 – Notice and Comment.

Before the Executive Board amends the Bylaws or the Rules, whenever the Community Documents require that an action be taken after Notice and Comment, and at any other time the Executive Board determines it is in the interest of the Association to do so, the Association shall give notice to the Unit Owners at least ten (10) days before the date on which the Executive Board will act. The notice shall include:

- (a) A statement that the Executive Board is considering an amendment to the Bylaws or the Rules or other action;
- (b) A copy of the text of the proposed amendment, addition, or deletion; and
- (c) The date on which the Executive Board will act on the proposal after considering comments from the Unit Owners.

Section 20.2 – Notice and Hearing – Generally.

- (a) The procedures set out in this Section 20.2 shall be followed:
 - (i) Whenever the Community Documents require that an action be taken after Notice and Hearing; and
 - (ii) Before the Association brings an action or institutes a proceeding against a Unit Owner other than a Declarant, except if the action is brought to prevent immediate or irreparable harm or to foreclose a lien for an assessment attributable to a Unit or fines imposed against a Unit Owner.
- (b) The hearing must be held during a regular or special meeting of the Executive Board.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner, and to any other parties the Association considers appropriate.
 - (i) The notice shall be sent to the affected Unit Owner by certified mail, return receipt requested, and by regular mail.
 - (ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws.
 - (iii) The notice given under this Subsection 20.2(c) shall be in addition to any other notice of the meeting of the Executive Board required to be given by the Association.
- (d) The notice shall include the following:

- (i) The date, time, and place of the hearing;
 - (ii) A description of the alleged violation or the nature of the claim against the Unit Owner;
 - (iii) Instructions as to how the Unit Owner can participate in the hearing and present the Unit Owner's position; and
 - (iv) An explanation of the consequences of not participating in the hearing.
- (e) At the hearing, the Unit Owner shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else who, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing. Notice of the decision shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.

Section 20.3 – Notice and Hearing – On the Request of a Unit Owner.

- (a) Any Unit Owner, other than the Declarant, seeking to enforce a right granted or obligation imposed by the Act or the Community Documents against the Association or another Unit Owner other than the Declarant, may submit a written request to the Association for a hearing. The request shall include:
- (i) A statement of the nature of the claim being made;
 - (ii) The names of the party or parties against whom the claim is being made; and
 - (iii) A reference to the provision or provisions of the Act or of the Community Documents on which the claim is based.
- (b) Not later than thirty (30) days after the Association receives such request, it shall schedule a hearing to be held during a regular or special meeting of the Executive Board. The meeting must be held not more than forty-five (45) days after the Association receives the request.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner who requested the hearing, to any Unit Owner against whom a claim is being made, and to any other parties the Executive Board considers appropriate.
- (i) The notice shall be sent to the Unit Owner requesting the hearing and to any Unit Owner against whom a claim is being made by certified mail, return receipt requested and by regular mail.

- (ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws.
 - (iii) The notice given under this subsection shall be in addition to any other notice of the meeting of the Executive Board required to be given by the Community Documents or by applicable law.
- (d) The notice shall include the following:
 - (i) The date, time, and place of the hearing;
 - (ii) A copy of the request received by the Association under Subsection 20.3(a) above; and
 - (iii) If the notice is sent to anyone other than the Unit Owner who requested the hearing, it shall also include copies of any other material submitted to the Association by the Unit Owner requesting the hearing in connection with the request.
- (e) At the hearing, the Unit Owner requesting the hearing and the Unit Owner, if any, against whom the claim is made shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else which, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested, and by regular mail.

ARTICLE XXI

Executive Board

Section 21.1 – Powers and Duties.

The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws, or the Act. The Executive Board acts only pursuant to the procedures set out in the Declaration, the Bylaws, the Association's certificate of incorporation, and the Act. The activities of the Association are administered by its officers and designated agents in performing their authorized functions. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the power to do the following:

- (a) Except as limited by Subsection 21.2(d), shall adopt and may amend Bylaws, and may adopt and amend Rules;
- (b) Shall adopt and may amend budgets, may adopt and amend Special Assessments, and may invest funds of the Association;

- (c) May collect assessments for Common Expenses from Unit Owners;
- (d) May hire and discharge managing agents;
- (e) May hire and discharge employees, agents other than managing agents, and independent contractors;
- (f) May institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Common Interest Community, subject to the limitations placed on the Association's authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of the Act;
- (g) May make contracts and incur liabilities;
- (h) May regulate the use, Maintenance, Repair, Replacement, and modification of Common Elements;
- (i) May cause additional improvements to be made as a part of the Common Elements;
- (j) May acquire, hold, encumber, and convey in its own name any right, title, or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;
- (k) May grant easements through or over the Common Elements, for any period of time including permanent easements;
- (l) May grant leases, licenses, and concessions through or over the Common Elements provided that they are either:
 - (i) For a term of no more than one (1) year; or
 - (ii) For a term of more than one (1) year if the lease, license, or concession does not materially interfere with the use and enjoyment of the Property by the Unit Owners.

The grant of any other lease, license, or concession through or over the Common Elements must be approved by both the Executive Board and by a majority of the Votes, as allocated in Schedule A-2, cast at a meeting of the Unit Owners at which a quorum is present.

- (m) May impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Subsections 47-221(2) and (4) of the Act, and for services provided to Unit Owners;
- (n) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, the Bylaws, and the Rules of the Association;

- (o) **May impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act, or statements of unpaid assessments;**
- (p) **May provide for the indemnification of its officers and Directors and maintain directors' and officers' liability insurance;**
- (q) **Subject to Subsection 47-261e(e) of the Act and Article XVI of the Declaration, may assign its right to future income, including the right to receive Common Expense Assessments;**
- (r) **May exercise any other powers conferred by this Declaration or the Bylaws;**
- (s) **May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;**
- (t) **May exercise any other powers necessary and proper for the governance and operation of the Association;**
- (u) **May require, by regulation, that disputes between the Executive Board and Unit Owners or between two (2) or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;**
- (v) **Subject to the limitations set out in Subsection 19.4(c), may suspend any right or privilege of a Unit Owner who fails to pay an assessment;**
- (w) **By resolution, establish one (1) or more committees that are composed only of incumbent Directors, which committees may be authorized to exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to the Executive Board and otherwise comply with applicable provisions of the Bylaws; and**
- (x) **By resolution, establish one (1) or more committees that are not authorized to exercise the power of the Executive Board that are composed of such individuals as may be specified in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to Unit Owners and the Executive Board and otherwise comply with applicable provisions of the Bylaws.**
- (y) **Provide for the operation, care, upkeep and maintenance of the Common Elements;**
- (z) **Determine the Common Expenses required for the affairs of the Condominium and of the Association, including, without limitation, the operation and maintenance of the Property;**
- (aa) **Open bank accounts in the name of the Association and designating the signatories required therefore;**
- (bb) **Purchase of Units at foreclosure or other judicial sales in the same of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;**

- (cc) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors) or otherwise deal with Units acquired by and subleasing Units leased by the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (dd) Obtain and maintain insurance on the Condominium, including the Units;
- (ee) Make additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the Bylaws;
- (ff) Lease or otherwise acquire the right to use, either exclusively or in common with others, recreational and other facilities for the benefit of Unit Owners;
- (gg) Sue to enforce, or settle and compromise, claims of Unit Owners with respect to the Common Elements and property which the Association has the duty to maintain, repair, replace or restore, and other matters concerning the administration of the Condominium;
- (hh) Grant or withhold approval of any action which changes the exterior appearance of the Condominium, alters any portion of the Common Elements, or affects the structural or mechanical integrity of the Building, its fixtures and appliances.
- (ii) To the extent desirable, create requirements for reasonable reserves for maintenance, repair, and replacement of the building and Common Elements, working capital, bad debts, depreciation, obsolescence, and designate and establish trust funds for the benefit of Unit Owners or the Association, delegating thereto the collection and assessment powers of the Association to the extent permitted by law.

Section 21.2 – Executive Board Limitations.

The Executive Board may not act on behalf of the Association:

- (a) To amend this Declaration;
- (b) To terminate the Common Interest Community;
- (c) To elect Directors, except that the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected; or
- (d) To determine the qualifications, powers and duties, or terms of office of Directors.

Section 21.3 – Board Discretion.

- (a) In addition to any other discretion the Executive Board has under applicable law, the Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions, by commencing an action for a violation of the Community Documents, or by commencing or defending any other action or proceeding relating to the rights, powers, or obligations of the Association, which may include a determination of whether to compromise any claim for unpaid assessments or other claim made by or against the Association. The Executive Board does not have a duty to take enforcement or other action if it determines that, under the facts and circumstances presented:

- (i) The Association's legal position does not justify taking any or further action;
 - (ii) The covenant, restriction, or Rule being enforced is, or is likely to be construed as, inconsistent with law;
 - (iii) Although a violation may exist or have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or
 - (iv) It is not in the Association's best interests to take enforcement action.
- (b) The Executive Board's decision under Subsection 23.3(a) not to take action under one (1) set of circumstances does not prevent the Executive Board from taking action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

ARTICLE XXII
Condemnation

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Act.

ARTICLE XXIII
Miscellaneous

Section 23.1 – Captions.

The captions contained in the Community Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Community Documents or the intent of any provision thereof.

Section 23.2 – Number and Gender.

The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Community Documents so requires.

Section 23.3 – Waiver.

No provision contained in the Community Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 23.4 – Invalidity.

The invalidity of any provision of the Community Documents does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all of the other provisions of the Community Documents shall continue in full force and effect.

SCHEDULE A-1

Amended Declaration The Woodland House Condominium Association, Inc.

Legal Description

All that certain piece or parcel of land' situated in the Town of Hartford, County of Hartford and State of Connecticut known as 31 Woodland Street and being shown on a certain map or plan entitled "Exhibit B Declaration of Condominium Woodland House, The Condominium, 31 Woodland Street, Hartford, Conn. date 1-22-81 Scale: 1" = 20' Igor V echesloff Professional Engineer & Land Surveyor, 51 Lorraine Street, Hartford, Connecticut", which map or plan is on file in the Town Clerk's office in said Town of Hartford, reference to which is hereby made, and being more particularly described as follows:

BEGINNING at a monument on the west street line of Woodland street marking the northeast corner of the herein described premises and the southeast corner of land now or formerly of the State of Connecticut; running thence S12° 44' 36"W along said west street line of Woodland Street 275.50 feet to a monument; thence running N76° 50' 04"W along land now or formerly of Harry Gampel and Frank Beckerman, as shown on said map, 390.00 feet to a point; thence running along land now or formerly of the Hartford Seminary Foundation, as shown on said map, the following four courses and distances: N2° 07' 21"E 42.02 feet to a point; N23° 15' 24"W 130.00 feet to a point; N51° 45' 24"W 230.00 feet to a point, and thence N29° 00' 24"W 55.00 feet to a point; thence along land now or formerly of the State of Connecticut, as shown on said map, S76° 08' 54"E 718.50 feet to the monument on the west side of Woodland Street at the point or place of beginning.

Said premises are subject to the following:

1. Any and all provisions of any ordinance, municipal or other governmental regulation or public or private law.
2. Taxes to the Town of Hartford on the List of October 1, 1980, one-half paid and one-half not yet due and payable.
3. Such state of facts as is shown on the aforementioned map or plan.
4. Rights of tenants in possession, if any.
5. Riparian and drainage rights of others in and to the North Branch of the Park River and any brooks or streams crossing said premises.
6. Possible sewer and drainage rights as referred to in a warranty deed from G. Pierrepont Davis to Francis R. Cooley dated November 27, 1905, and recorded in the Hartford Land Records in Volume 313, Page 126.
7. Sewer right-of-way from Francis B. Cooley, et al to The Metropolitan District dated June 29, 1942, and recorded in said Land Records in Volume 755, Page 118 (the North Branch intercepting sewer).

8. Purchase agreement between Woodland House Condominium, Inc., and Nathalie P. Swetland dated May 1, 1981, and recorded in said Land Records in Volume 1874, Page 183.

9. Mortgage from Woodland House Condominium, Inc., to Manufacturers Hanover Trust Company in the original amount of \$7,100,000, dated August 4, 1981, and recorded in said Land Records August 5, 1981, and rerecorded on August 12, 1981.

10. Security Agreement from Woodland House Condominium, Inc., dated August 4, 1981, and recorded in said Land Records August 5, 1981, a financing agreement as to which was filed in the office of the Secretary of State of Connecticut in the Uniform Commercial Code records on August 5, 1981.

Schedule A-2
to
Amended Declaration of The Woodland House Condominium Association, Inc.

Table of Allocated Interests

<u>Unit Designation</u>	<u>Percentage of Undivided Interest in the Common Elements</u>
M-MA	.392
1-A1	.259
1-B	.390
1-C	.375
1-D	.522
1-E	.526
1-F	.375
1-G	.387
1-H	.402
1-I	.402
1-J	.387
1-K1	.501
1-L1	.506
1-M	.387
1-O1	.246
1-P1	.386
1-R1	.505
1-S	.502
1-T1	.386
1-U1	.246
2-A	.333
2-B	.390
2-C	.375
2-D	.522
2-E	.526
2-F	.375
2-G	.387
2-H	.402
2-I	.402
2-J	.387
2-K	.504
2-L	.510
2-M	.387
2-N	.310
2-O	.380
2-P	.387
2-R	.387
2-S	.505
2-T	.502
2-U	.390
3-A	.380
3-B3	.333
3-C3	.283
3-D	.482
	.522

<u>Unit Designation</u>	<u>Percentage of Undivided Interest in the Common Elements</u>
3-E	.526
3-F	.375
3-G	.387
3-H	.402
3-I	.402
3-J	.387
3-K	.504
3-L	.510
3-M	.387
3-N	.310
3-O	.380
3-P	.387
3-R	.505
3-S	.502
3-T	.390
3-U	.380
4-A	.333
4-B	.390
4-C	.375
4-D	.522
4-E	.526
4-F	.375
4-G	.387
4-H	.402
4-I	.402
4-J	.387
4-K	.504
4-L	.510
4-M	.387
4-N	.310
4-O	.380
4-P	.387
4-R	.505
4-S	.502
4-T	.390
4-U	.380
5-A	.333
5-B	.390
5-C	.375
5-D	.522
5-E	.526
5-F	.269
5-G	.492
5-H	.283
5-I	.517
5-J	.387
5-K	.504
5-L	.510
5-M	.387
5-N	.310
5-O	.380

<u>Unit Designation</u>	<u>Percentage of Undivided Interest in the Common Elements</u>
5-P	.387
5-R	.505
5-S	.502
5-T	.390
5-U	.380
6-A	.333
6-B	.390
6-C	.375
6-D	.522
6-E	.526
6-F	.375
6-G	.387
6-H	.402
6-I	.402
6-J	.387
6-K	.504
6-L	.510
6-M	.387
6-N	.310
6-O	.380
6-P	.387
6-R	.505
6-S	.502
6-T	.390
6-U	.380
7-A	.333
7-B	.390
7-C	.375
7-D	.522
7-E	.526
7-F	.375
7-G	.387
7-H7	.283
7-I7	.517
7-J	.387
7-K	.504
7-L	.510
7-M	.387
7-N	.310
7-O	.380
7-P	.387
7-R	.505
7-S	.502
7-T	.390
7-U	.380
8-A	.333
8-B	.390
8-C	.375
8-D	.522
8-E	.526

<u>Unit Designation</u>	<u>Percentage of Undivided Interest in the Common Elements</u>
10-S	.502
10-T	.390
10-U	.380
11-A	.333
11-B	.390
11-C	.375
11-D	.522
11-E	.526
11-F	.375
11-G	.387
11-H	.402
11-I	.402
11-J	.387
11-K	.504
11-L	.510
11-M	.387
11-N	.310
11-O	.380
11-P	.387
11-R	.505
11-S	.502
11-T	.390
11-U	.380
12-ABC12	1.213
12-D	.522
12-E	.526
12-F	.375
12-G	.387
12-H	.402
12-I	.402
12-J	.387
12-K	.504
12-L	.510
12-M	.387
12-N	.310
12-O	.380
12-P	.387
12-R	.505
12-S	.502
12-T	.390
12-U12	.283