

DECLARATION OF STRATFIELD FALLS

ARTICLE I

Submission of Property

The Property in the Town of Fairfield, Connecticut described in Exhibit B has been submitted to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating a condominium known as STRATFIELD FALLS and making the improvements shown in the Survey and Plans attached as Exhibits D and E-1 through E-9.

ARTICLE II

Definitions

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

Section 2.1. Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes.

Section 2.2. Allocated Interests. The undivided interest in the common elements, the common expense liability, and votes in the Association, allocated to the units in the Condominium. The Allocated Interests are described in Article X of the Declaration and shown on Exhibit A.

Section 2.3. Association. The Stratfield Falls Unit Owners Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to §46-243 of the Connecticut General Statutes.

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

Section 2.5. Common Elements. All portions of the Common Interest Community other than the units and other interests in real property for the benefit of unit owners which are subject to the Declaration.

Section 2.6. Common Expenses.

- (i) Expenses of administration, maintenance, repair or replacement of the common elements;
- (ii) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association; and
- (iv) Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 2.7. Common Interest Community. The real property described in Exhibit B, subject to the Declaration of Stratfield Falls.

Section 2.8. [Deleted.]

Section 2.9. [Deleted.]

Section 2.10. Declaration. This document, including any amendments.

Section 2.11. [Deleted.]

Section 2.12. Director. A member of the Executive Board.

Section 2.13. Eligible Mortgagee. A mortgagee given certain rights to receive notice, approve amendments and take the actions provided in Article XIX of the Declaration.

Section 2.14. Executive Board. The Board of Directors of the Association.

Section 2.15. Improvements. Any construction or facilities existing or to be constructed on the land included in the Condominium, such as buildings, paving, utility wires, pipes, and light poles.

Section 2.16. Instruments. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, and the Bylaws. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.17. Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of §47-221 of the Connecticut General Statutes to the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article VI of the Declaration.

Section 2.18. Majority or Majority of Unit Owners. The owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means such percentage, portion or fraction in the aggregate of such portion of Votes.

Section 2.19. Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.20. Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. These provisions are set forth in Section 25.1 of the Declaration.

Section 2.21. Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. These provisions are set forth in Section 25.2 of the Declaration.

Section 2.22. Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 2.23. Plans. The plans filed with the Declaration as Exhibit E-1 through E-3.

Section 2.24. Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.25. Rules. Rules which govern the conduct of persons or the use or appearance of property within the Common Interest Community, adopted by the Executive Board pursuant to the Bylaws and the Act.

Section 2.26. Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.27. [Deleted.]

Section 2.28. Survey. The survey filed with the Declaration as Exhibit D.

Section 2.29. Unit. A physical portion of the Condominium designated for separate ownership or occupancy the boundaries of which are described in Section 5.2.

Section 2.30. Unit Owner. Any person who owns a Unit, but not a person having an interest in a unit solely as security for an obligation.

Section 2.31. Votes. The votes allocated to each Unit as shown on Exhibit A and in Section 10.2(c) of the Declaration.

ARTICLE III

Name and Type of Common Interest Community and Association

Section 3.1. Common Interest Community. The name of the Common Interest Community is Stratfield Falls. The Common Interest Community is a Condominium.

Section 3.2. Association. The name of the Association is The Stratfield Falls Unit Owners Association, Inc.

ARTICLE IV

Description of Land

The entire Condominium is situated in the Town of Fairfield, Connecticut. A legal description of the Condominium is found at Exhibit B.

ARTICLE V
Number of Units; Boundaries

Section 5.1. Number of Units. The Condominium contains twenty-eight (28) units.

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

(a) Upper Boundary. The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary. The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.

(c) Vertical Perimeter Boundaries. The planes defined by the unfinished surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim, and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate units.

(d) Inclusions. Each unit shall include the spaces and improvements lying within the boundaries described in Section 5.2 (a), (b), and (c) above, including the garage area and the basement areas. It shall also include the spaces and the improvements within such spaces containing any space heating and water heating apparatus and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and light fixtures and boxes serving that unit exclusively, the surface of the foregoing being the boundaries of such unit, whether or not such spaces are contiguous. Any air conditioning components exclusively serving the unit whether or not located within the aforesaid boundaries shall be considered part of the unit. As indicated on the Plan, the garage is included as part of the unit.

(e) Exclusions. Except when specifically included by other provisions of Section 5.2, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Section 5.2 (a), (b), and (c), above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other units and Common Elements.

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

ARTICLE VI
Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are Limited Common Elements allocated exclusively to that unit.
- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the units to which they provide access.
- (d) Any decks, walks, patios and screened porches, the use of which is limited to the units which they serve.
- (e) Attic space above each unit, the use of which is limited to the unit beneath it.
- (f) The driveway in front of and exclusively serving each unit.

ARTICLE VII
Maintenance, Repair and Replacement

Section 7.1. Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the unit owner.

Section 7.2. Units. Each unit owner shall maintain, repair and replace, at his or her own expense, all portions of his or her unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 7.3. Limited Common Elements. Notwithstanding the provisions of Sections 7.1 and Section 7.2, each unit owner shall be responsible for removing all snow, leaves and debris from the decks, patios and screen porches, if any, which are Limited Common Elements appurtenant to his or her unit, and also for removing ice from the same and from the walks between the units and driveways. If any such Limited Common Element is appurtenant to two or more units, the owners of those units will be jointly responsible for such removal.

Section 7.4. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected unit owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the unit owner is present at the time.

Section 7.5. Repairs Resulting From Negligence. Each unit owner shall reimburse the Association and the other unit owners for any damages to any other Unit caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her unit. The Association shall be responsible for damage to units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VIII
Subsequently Allocated Limited Common Elements

That portion of the Common Elements which are designated as parking spaces may be subsequently allocated as Limited Common Elements by the Executive Board.

ARTICLE IX
[Deleted.]

ARTICLE X
Allocated Interests

Section 10.1. Allocation of Interests. The table showing unit numbers and their allocated interests is attached as Exhibit A. These interests have been allocated in accordance with the formulas set out in this Article X.

Section 10.2. Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each unit, whether residential or garage, is based on the relative floor area of each unit as compared to the floor area of all of the units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements, attics and garages, are not to be counted.

(b) Liability for the Common Expenses. The percentage of liability for common expenses allocated to each unit is based on the relative floor area of all the units in the Common Interest community. For the purpose of this calculation, the floor areas of basements and attics and garages are not counted. Nothing contained in this subsection shall prohibit certain common expenses from being apportioned to particular units under Article XX of this Declaration.

(c) Votes. Each Unit in the Common Interest Community shall have one equal vote.

ARTICLE XI
Restrictions on Use, Alienation or Occupancy

Section 11.1. Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements.

(a) Each unit is restricted to residential use as a single family residence, including home professional pursuits not requiring 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.

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

Section 11.2 -- Restrictions on Alienation. A unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes. A unit may not be leased for a term of less than one year. All leases and rental agreements shall be in writing and subject to the requirements of the Declaration, Bylaws and Rules and Regulations of the Association.

Section 11.3 – Leasing Restrictions. No unit may be leased, rented, or otherwise conferred for possession by a nonowner in exchange for the payment of rent or other value (hereafter referred to as “leased” or “a lease”), except as provided in this Subsection.

(a) No unit conveyed after the enactment date of this Section 11.3 may be leased during the first twelve months after its acquisition.

(b) No unit may be leased for any amount of time which totals more than twenty-four months during any sixty-month period.

(c) No unit may be leased at any time in which more than five other units are already being leased.

(d) No unit may be leased on either a month-to-month basis or for an unspecified duration.

(e) Subleases are prohibited.

(f) No unit may be occupied under a lease by more than two persons who are not immediate family members.

(g) The lease agreement must be in writing and append copies of this Declaration, the Bylaws, and the Rules.

(h) All of the following must be provided to the Board of Directors before the lease begins and within two days of any change: (1) copies of the lease and every modification, renewal, or extension; (2) the names, addresses, and phone numbers of all owners, tenants, and occupants; and (3) any additional documents or information related to the lease or parties requested by the Board of Directors at any time during the lease term. These submissions are for recordkeeping and contact purposes only, not for Board approval.

(i) Any purported conveyance, lease, or other transaction or provision contained in any agreement which contradicts the Declaration, Bylaws, or Rules or any federal, state, or local law is prohibited and shall be deemed void. No owner may advertise or propose a unit for lease in any manner which, if so leased, would violate any provision of this Article. The unit owner is liable for all violations committed by and fines imposed against tenants, occupants, and their guests.

(j) This Section 11.3 shall not apply: (1) to any lease already in effect at the time of its enactment date; (2) to any lease under which the tenant or tenants are immediate family members of the unit owner or the unit owner's spouse; and (3) to the extent forbidden by the regulations or requirements of the United State Veterans Administration.

ARTICLE XII
Easements, Licenses

All easements or licenses, if any, to which the Common Interest Community is subject are listed in Exhibit B to the Declaration.

ARTICLE XIII
Reallocation and Allocation of Limited Common Elements

Section 13.1. Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to the Declaration executed by the unit owners between or among whose units the reallocation is made except as part of a relocation of boundaries of units pursuant to Article XV of this Declaration. The persons executing the amendment shall provide a copy thereof to the Association, which shall record it. The amendment shall be recorded in the names of the parties and the Common Interest Community.

Section 13.2. Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VIII of the Declaration. The allocations shall be made by amendments to the Declaration.

ARTICLE XIV
Additions, Alterations and Improvements

Section 14.1. Additions, Alterations and Improvements by Unit Owners.

(a) No unit owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Executive Board. The Executive Board shall answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request; its failure to do so shall be deemed a denial without prejudice to the right of re-submission. The Executive Board shall review requests in accordance with the provisions of its Rules.

(b) Subject to Subsection 14.1 (a), a Unit Owner:

(i) May make any other improvements or alterations to the interior of his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a unit or any other portion of the Condominium, without permission of the Association;

(iii) After acquiring an adjoining unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

Section 14.2. Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 20.4 and 20.5 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XV

Relocation of Boundaries Between Adjoining Units

Section 15.1. Application and Amendment. Subject to approval of any structural changes pursuant to Article XIV, the boundaries between adjoining units may be relocated by an amendment to the Declaration on application to the Association by the owners of those units. If the owners of the adjoining units have specified a reallocation between their units of their allocated interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those unit owners, contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 15.2. Recording Amendments. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XVI

Amendments to Declaration

Section 16.1. General. Except as permitted in Articles XIII and XV of this Declaration and except as prohibited below, the Declaration including the surveys and plans may be amended only by vote or agreement of unit owners of units to which at least 67% of the votes in the Association are allocated.

Section 16.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.

Section 16.3. Recordation of Amendments. Every amendment to the Declaration shall be recorded in the Town of Fairfield and is effective only on recordation. An amendment except an amendment pursuant to Article XV of this Declaration shall be indexed in the grantee's index in the name of the Condominium and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 16.4. When Consent of More Than 67 Percent of The Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require votes in excess of 67 percent of the Unit Owners and compliance with the following conditions:

(a) No amendment may prohibit or materially restrict the permitted uses in the unit or the number or other qualifications of persons who may occupy units without a vote or agreement of unit owners to which at least 80 percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.

(b) No amendment may change the boundaries between any unit and the Common Elements to incorporate Common Elements within the unit except under the following procedure:

(i) The owner of the Unit who wishes his boundaries to be relocated will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Exhibit E1-E3 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit D to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.

(ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.

(iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent of the votes in the Association agree to the action, the amendment will not be approved.

(iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association, and be recorded in the town land records and be indexed in the name of the Unit owner as grantee and the Association as Grantor or otherwise as appropriate.

(c) No amendment may otherwise increase the number of units, change the boundaries of any unit, or change the allocated interest of the unit, in the absence of unanimous consent of the unit owners unless otherwise provided above.

Section 16.5. Execution of Amendments. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 16.6. Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article XIX.

ARTICLE XVII **Amendments to Bylaws**

The Bylaws may be amended only by Vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all unit owners, at any meeting duly called for such purposes.

ARTICLE XVIII **Termination**

Termination of the Common Interest Community may be accomplished only in accordance with §47-237 of the Connecticut General Statutes.

ARTICLE XIX **Mortgagee Protection**

Section 19.1. Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain security interests and others, as identified in Section 19.2. This Article is supplemental to, and not in substitution for, any other provisions of the Instruments, but in the case of conflict, this Article shall control.

Section 19.2. Definitions. As used in this Article, the following terms are defined.

(a) **Eligible Mortgagee:** The holder of a first security interest on a unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.

(b) **Eligible Insurer:** An insurer or guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in this Article.

(c) **Percentage of Eligible Mortgagees:** Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding mortgages on units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all units then subject to mortgages held by eligible mortgagees.

Section 19.3. Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgagee or eligible insurer, as applicable. Such notice must be given when such condemnation loss or casualty loss shall exceed the value of \$10,000.00.
- (b) Any delinquency in the payment of Common Expense assessments owed by an owner whose unit is subject to a first mortgage held, insured, or guaranteed, by such eligible mortgagee or eligible insurer, which remains uncured for a period of 60 days.
- (c) Any prior notice of intent to cancel by an insurance carrier or any actual lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association
- (d) Any proposed action which would require the consent of a specified percentage of eligible mortgagees as specified in Section 19.4.
- (e) Any suit commenced against the Association.

Section 19.4. Prior Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the instruments by the Association or unit owners described in this Subsection 19.4 (a) may be adopted without the vote of at least 67% of the unit owners (or any greater unit owner vote required in the Declaration or the Act) and until approved in writing by at least 51% of the eligible mortgagees (or any greater eligible mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;
 - (iii) Reserves for maintenance, repair and replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between unit owners, only those unit owners and only the eligible mortgagees with a security interest on such units must approve such action);
 - (vi) Rights to use Common Elements and Limited Common Elements;
 - (vii) Boundaries of units (except that when boundaries of only adjoining units are involved, or a unit is being subdivided, then only those unit owners and the

eligible mortgagees with security interests on such unit or units must approve such action);

- (viii) Convertibility of Units into Common Elements or Common Elements into units;
- (ix) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (x) Insurance or fidelity bonds;
- (xi) Leasing of units;
- (xii) Imposition of restrictions on a unit owner's right to sell or transfer his or her unit;
- (xiii) Establishment of self-management when professional management had been required previously by an eligible mortgagee of unit;
- (xiv) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
- (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (xvi) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least 51% of Eligible Mortgagees:

- (i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause);
- (ii) The establishment of self-management when professional management had been required previously by any eligible mortgagee;
- (iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the instruments;
- (iv) Termination of the Community (as to which a 67% Eligible Mortgagee approval is required);
- (v) The alteration of any partition or creation of any aperture between adjoining units (when unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

- (vi) The merger of this Common Interest Community with any other common interest community;
 - (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses or concessions for no more than one year);
 - (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
 - (ix) Any action taken not to repair or replace the Property.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all eligible mortgagees.

Section 19.5. [Deleted.]

Section 19.6. Inspection of Books. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 19.7. Financial Statements. The Association shall provide each eligible mortgagee and each Eligible Insurer with a copy of an annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any eligible mortgagee requests it, in which case the eligible mortgagee shall bear the cost of the audit.

Section 19.8. Enforcement. The provisions of this Article are for the benefit of the eligible mortgagees and eligible insurers and their successors, and may be enforced by any of them by any available means, in law, or in equity.

Section 19.9. Attendance at Meetings. Any representative of any Eligible Mortgagee or Eligible Insurer may attend any meeting which a unit owner may attend.

Section 19.10. Miscellaneous Provisions.

(a) An Eligible Mortgagee acquiring title to a unit by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee as well as the owner of such unit until such time as a document evidencing an intent to merge the legal and equitable interest is executed by the mortgagee and is recorded in the applicable Land Records.

(b) An Eligible Mortgagee of any Unit, by written notice to the Association at any time, may request a written statement as to the existence, at the date of such request, of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under this Declaration. Such request shall state the name and mailing address of the mortgagee, the name of the mortgagor and the date of recording of the mortgage in question. The Association shall respond to such request, in writing, within fifteen (15) days of such request.

(c) The Eligible Mortgagees of Units in the Condominium may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance covering on the lapse of a policy for such Condominium property and the mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE XX
Assessment and Collection of Common Expenses

Section 20.1. Apportionment of Common Expenses. Except as provided in Section 20.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit A.

Section 20.2. Common Expenses Attributable to Fewer Than All Units.

(a) Any Common Expense for services provided by the Association to an individual unit at the request of the unit owner shall be assessed against the unit which benefits from such service.

(b) Any insurance premium increase attributable to a particular unit by virtue of activities in or construction of the unit shall be assessed against that unit.

(c) Assessments to pay a judgment against the Association may be made only against the units in the Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.

(d) The cost of repair or replacement of any portion of the Property in excess of insurance proceeds, resulting from any deductible exclusion, policy limitation, or otherwise, shall be allocated as follows:

(1) If the repair or replacement is entirely to the Common Elements, the excess shall be a common expense assessed against all Units under Section 20.1 except as otherwise provided in Section 20.2(e).

(2) If the repair or replacement is entirely to a single Unit, the excess shall be assessed against the affected Unit only.

(3) If the repair or replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and the Common Elements, as the case may be, in the same proportion as the total cost of such repair or replacement to each of the affected Units and Common Elements bears to the total cost of such repair or replacement to all of the affected Units and Common Elements. The portion of the excess allocated to an affected Unit under this subsection shall be assessed against the Unit under Section 20.1. The portion of the excess allocated to the Common Elements shall be assessed against all Units under Section 20.1 except as otherwise provided in Section 20.2(e).

(4) In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage or engaged by the Association. Any calculation made by the Association and based on such bills, reports or estimates shall be conclusive on the Association and the affected Unit Owners.

(e) If any Common Expense is caused by the willful misconduct, failure to comply with a written maintenance standard or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner's Unit.

(f) Fees, charges, late charges, fines and interest charged against a unit owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.

Section 20.3. Lien.

(a) The Association has a statutory lien on a unit for any common charges or other assessment levied against that Unit or fines imposed against its unit owner, occupants, and guests as well as all late charges, fees, interest, attorney's fees, and expenses related thereto to the fullest extent provided by the Act.

(b) Any payments received by the Association in the discharge of a unit owner's obligation may be applied to the oldest balance due.

Section 20.4. Budget Adoption and Ratification. Within thirty days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than ten nor more than sixty days after mailing of the summary. Unless at that meeting a majority of unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Executive Board.

Section 20.5. Ratification of Special Assessments. If the Executive Board votes to levy a special assessment in an amount greater than fifteen (15%) of the current annual operating budget, the Executive Board shall submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 20.4.

Section 20.6. Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every unit owner.

Section 20.7. Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 20.1 and 20.2 shall be due and payable monthly.

Section 20.8. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any unit owner in the payment of any Common Expense assessment levied against his or her unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 20.9. No Waiver of Liability for Common Expenses. No unit owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the unit against which the assessments are made.

Section 20.10. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XXI **Right to Assign Future Income**

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

ARTICLE XXII **Persons and Units Subject to Instruments**

Section 22.1. Compliance with Instruments. All unit owners, tenants, mortgagees and occupants of units shall comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 22.2. Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXIII **Insurance**

Section 23.1. Coverage. To the extent reasonably available, and subject to reasonable deductibles, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 23.2 and 23.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the

Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all unit owners and eligible mortgagees at their respective last known addresses.

Section 23.2. Property Insurance.

(a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments 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 undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

(b) Amounts. The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal Property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost. of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives its right to subrogation under the policy against any unit owner or member of his or her household.

(ii) No act or omission by any unit owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the 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) 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 each Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association,

each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows: "Stratfield Falls Unit Owners Association, Inc. for the use and benefit of the individual Owners."

Section 23.3. Liability Insurance. The Association shall maintain commercial general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Furthermore, insurance policies carried pursuant to this section shall provide that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (b) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;
- (c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- (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; and
- (e) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 23.4. Fidelity Insurance. The Association shall maintain fidelity insurance in an amount it determines to be appropriate.

Section 23.5. Payment of Insurance Proceeds. Any loss covered by the property policy under Section 23.2 shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security Interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article XXIV, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium is terminated. In this connection, all Eligible Mortgagees in respect to units over which they have a first mortgage lien shall be entitled to priority over any other person in

and to any distribution of insurance proceeds or condemnation awards which may become available for distribution to Unit Owners or the Association.

Section 23.6. Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 23.7. 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 23.8. Directors' and Officers' Liability Insurance. Upon the election of a majority of the Executive Board from among the Unit Owners, said Executive Board may, at their option, obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and Officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 23.9. Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

Section 23.10. Premiums. Insurance Premiums shall be a Common Expense.

ARTICLE XXIV **Damage to or Destruction of Property**

Section 24.1. Duty to Repair or Restore. Any portion of the Condominium for which insurance is required under Article XXIII which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Condominium is terminated, in which case § 47-237 of the Act applies, (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (c) eighty per cent of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 24.2. Distribution of Insurance Proceeds. If the entire Condominium is not repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, and (b) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

Section 24.3. Determination Not to Repair or Restore. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the unit had been condemned under subsection (a) of Section 73 of the Act and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 24.4. Certificates by the Executive Board. A trustee, if one is appointed under the provisions of Section 23.5, may rely on the following certifications in writing made by the Executive Board: (a) Whether or not damaged or destroyed Property is to be repaired or restored; (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 24.5. Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Fairfield from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 24.6. Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one per cent (51%) of Eligible Mortgagees.

Section 24.7. Control of Restoration. The Executive Board, and not the owner or owners of any affected Units, shall have sole discretion and authority to select, contract with, direct, and pay all contractors and vendors for all repairs, replacements, and restoration of the Property for which funds of the Association, whether or not such funds are the proceeds of any Association insurance policy, are to be used, devoted, or claimed.

ARTICLE XXV

Rights to Notice and Comment; Notice and Hearing

Section 25.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail or electronic mail to all unit owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all unit owners. The notice shall be given not less than ten(10) days before the proposed action is to be taken.

Section 25.2. Right to Notice and Hearing. Whenever the Instruments require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 25.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXVI **Open Meetings**

Section 26.1. Access. All meetings of the Executive Board shall be open to the Unit Owners, except as hereafter provided.

Section 26.2. Notice. Notice of every such meeting shall be given in accordance with Article II of the Bylaws.

Section 26.3. Executive Sessions. The Executive Board and committees authorized to act for the Association may hold an executive session only during a regular or special meeting of the Board or committee. No final vote or action may be taken during an executive session. An executive session may be held only to: (A) Consult with the Association's attorney concerning legal matters; (B) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (C) discuss labor or personnel matters; (D) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or (E) prevent public knowledge of the matter to be discussed if the Executive Board or committee determines that public knowledge would violate the privacy of any person.

ARTICLE XXVII **Executive Board Limitations**

The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Executive Board members.

ARTICLE XXVIII **Miscellaneous**

Section 28.1. Captions. The captions contained in the Instrument are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Instruments nor the intent of any provision thereof.

Section 28.2. Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

Section 28.3. Waiver. No provision contained in the Instruments is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 28.4. Invalidity. The invalidity of any provision of the Instruments does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Instruments shall continue in full force and effect.

Section 28.5. Conflict. The Instruments are intended to comply with the requirements of the Act and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Instruments and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Instrument, this Declaration shall control.

Section 28.6. Execution of Documents. The president or secretary of the Association are responsible for preparing, executing, filing and recording amendments to the Instruments.

EXHIBIT A

STRATFIELD FALLS – PHASES ONE THROUGH TEN

TABLE OF INTERESTS (REVISED)

<u>Unit No.</u>	<u>Address</u>	<u>Unit Plan</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>
<u>Phase One</u>				
Unit 12	12 Carrie Circle	Standard	2.3708	2.3708
Unit 16	16 Carrie Circle	Standard	2.3708	2.3708
<u>Phase Two</u>				
Unit 20	20 Carrie Circle	Standard	2.3708	2.3708
Unit 24	24 Carrie Circle	Reversed	2.3708	2.3708
<u>Phase Three</u>				
Unit 52	52 Carrie Circle	Reversed	2.4471	2.4471
Unit 56	56 Carrie Circle	Reversed	2.4471	2.4471
Unit 60	60 Carrie Circle	Standard	2.4471	2.4471
Unit 64	64 Carrie Circle	Standard	2.4471	2.4471
<u>Phase Four</u>				
Unit 40	40 Carrie Circle	Standard	2.4471	2.4471
Unit 44	44 Carrie Circle	Standard	2.4471	2.4471
<u>Phase Five</u>				
Unit 51	51 Hilary Circle	Reversed	4.4337	4.4337
Unit 55	55 Hilary Circle	Reversed	4.4337	4.4337
Unit 57	57 Hilary Circle	Reversed	4.4337	4.4337
<u>Phase Six</u>				
Unit 59	59 Carrie Circle	Reversed	2.4471	2.4471
Unit 63	63 Carrie Circle	Reversed	2.4471	2.4471

<u>Unit No.</u>	<u>Address</u>	<u>Unit Plan</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>
<u>Phase Seven</u>				
Unit 61	61 Hilary Circle	Reversed	4.4337	4.4337
Unit 77	77 Hilary Circle	Reversed	4.4337	4.4337
Unit 83	83 Hilary Circle	Reversed	4.4337	4.4337
<u>Phase Eight</u>				
Unit 76	76 Hilary Circle	Standard	4.4337	4.4337
Unit 84	84 Hilary Circle	Standard	4.4337	4.4337
Unit 90	90 Hilary Circle	Standard	4.4337	4.4337
Unit 94	94 Hilary Circle	Standard	4.4337	4.4337
Unit 100	100 Hilary Circle	Standard	4.4337	4.4337
Unit 104	104 Hilary Circle	Standard	4.4337	4.4337
<u>Phase Nine</u>				
Unit 101	101 Hilary Circle	Standard	4.4337	4.4337
<u>Phase Ten</u>				
Unit 105	105 Hilary Circle	Reversed	4.4337	4.4337
Unit 109	109 Hilary Circle	Reversed	4.4337	4.4337
Unit 115	115 Hilary Circle	Reversed	4.4337	4.4337

NOTE

1. Each unit receives one vote in the Association.
2. All references to "Standard" under Unit Plan refer to the floor plan layout as shown on the Plan Exhibit E-1 through E-9. All references to "Reversed" refer to the layout as a mirrored or reversed version of the Unit.