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## AMENDED & RESTATED DECLARATION

OF

CEDAR HOLLOW ASSOCIATION, INC.

ROCKY HILL, CONNECTICUT

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**CEDAR HOLLOW ASSOCIATION, INC.**  
**AMENDED & RESTATED DECLARATION**

**WHEREAS**, CEDAR HOLLOW ASSOCIATION, INC., a Connecticut non-stock corporation (the "Association"), was created under a certain Declaration of Condominium which is dated December 20, 1974, and recorded in Volume 109, at Page 408 and successive pages of the Rocky Hill Land Records (the "Declaration"), as amended, hereby adopts this Amended & Restated Declaration; and

**WHEREAS**, the purpose of this Amended & Restated Declaration is to bring the governing documents of the Association into compliance with statutory amendment as well as to adopt the Connecticut Common Interest Ownership Act and to update and modernize the governing documents of the Association; and

**WHEREAS**, the Association has procured the requisite number of votes to pass said Amended & Restated Declaration.

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

**ARTICLE I**

**Definitions**

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

**Section 1.1 - Act.** The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

**Section 1.1(a) - Unit Ownership Act/Condominium Act.** The pre-cursor to the Common Interest Ownership Act and the statutory regime under which Cedar Hollow Association, Inc. was originally declared.

**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 IX of this Declaration and shown on Schedule A-2.

**Section 1.3 - Association.** Cedar Hollow Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes.

**Section 1.4 - Amended & Restated Bylaws.** The Bylaws of the Association, as they may be amended from time to time also referred to as the "Bylaws."

**Section 1.5 - Common Elements.** All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

**Section 1.6 - Common Expenses.** The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

**Section 1.7 - Common Interest Community.** Cedar Hollow.

**Section 1.8 - Declarant.** Intentionally left blank.

**Section 1.9 - Amended & Restated Declaration.** This document, including any amendments, sometimes referred to as the "Declaration."

**Section 1.10 - Development Rights.** Rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community. There are currently no Development Rights.

**Section 1.11 - Director.** A member of the Executive Board.

**Section 1.12 - Documents.** The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

**Section 1.13 - Eligible Insurer.** An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVIII.

**Section 1.14 - Eligible Mortgagee.** The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

**Section 1.15 - Executive Board.** The Board of Directors of the Association. Throughout the Documents the term "Board of Directors" shall mean the Executive Board.

**Section 1.16 - Improvements.** Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

**Section 1.17 - Limited Common Elements.** A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one 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 1.18 - 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 24.1 of this Declaration.

**Section 1.19 - 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.

**Section 1.20 - Person.** An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

**Section 1.21 - Plans.** The plans filed with the original Declaration as Schedule A-4, as they may be amended from time to time.

**Section 1.22 - Property.** The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

**Section 1.23- Record.** Used as a noun Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

**Section 1.24- Rules.** Rules mean a policy, guideline, restriction, procedure or regulation of an association, however denominated, which is adopted by the Association pursuant to the Act which is not set forth in the Declaration or Bylaws and which governs the conduct of persons or the use of the property.

**Section 1.25 - 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 the Association, and any other consensual lien or title retention contract intended as security for an obligation.

**Section 1.26 - Survey.** The survey filed as Schedule A-3 of the original Declaration, as it may be amended from time to time.

**Section 1.27 - 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 1.28 - Unit Owner.** A Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

## 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 Cedar Hollow. Cedar Hollow is a condominium.

**Section 2.2 - Association.** The name of the Association is Cedar Hollow Association, Inc.

**ARTICLE III**

**Description of Land**

The Common Interest Community is situated in the Town of Rocky Hill, Connecticut and is located on land described in Schedule A-1.

**ARTICLE IV**

**Maximum Number of Units, Identification and Boundaries**

**Section 4.1 - Number of Units.** The Common Interest Community contains a total of eighty (80) units.

**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 - Boundaries.** The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.
- (b) **Inclusions:** Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, including fireplaces.
- (c) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; all chimneys, 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 the Units or Common Elements or both.
- (d) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plans, then this definition shall control.

## **ARTICLE V**

### **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, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any balconies, porches, patios, and decks 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 and their use is limited to that Unit.
- (c) Stairways designated for the use of certain units.
- (d) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone, electrical receptacles, light switches and plumbing connections serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

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 which 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 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. Any Unit Owner maintenance that will affect the external appearance of the Property is subject to approval by the Executive Board pursuant to Article XIII, Section 13.1(a)(ii).

**Section 6.3 - Limited Common Elements.** Unit Owners are responsible for the maintenance, repair and replacement of all items listed in (d) of Article V.

Unit Owners are responsible for maintenance, repair, and replacement of fireplaces, flues, and **fireplace chimney liners**. The Association is responsible to maintain and repair chimneys and chimney caps.

The Association will make the first replacement after original building, of exterior windows, doors, air conditioning units and air conditioning apparatus. Thereafter, Unit Owners are responsible to maintain, repair and replace all windows and doors, as well as air conditioning units and air conditioning apparatus.

**Pipes running through any one unit but also serving other units (for example, main water lines) are the Association's responsibility to maintain, repair and replace. Pipes which serve only one unit are that unit's responsibility (for example, bathtub drainage pipe).**

**Section 6.4 - Access.** Any person authorized by the Executive Board shall have the right of access to all portions of the Property, including the Units, for the purpose of correcting any conditions 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 6.5 - Repairs Resulting From Negligence.** Except as otherwise provided herein or by law, each Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his, her or their failure to properly maintain, repair or make replacements to the Unit. Such charge may be charged back against the Unit in the same manner as a Common Expense following Notice and Hearing. 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 VII**

##### **Subsequently Allocated Limited Common Elements**

No portion of the Common Elements may be subsequently allocated as Limited Common Elements.

#### **ARTICLE VIII**

##### **Development Rights and Other Special Declarant Rights**

There are currently no Development Rights or Special Declarant Rights reserved for this Property.

#### **ARTICLE IX**

##### **Allocated Interests**

**Section 9.1 - Allocation of Interests.** The table showing Unit numbers 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 IX.

**Section 9.2 - 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 was determined based on the square feet of each Unit, at the date of the original Declaration, relative to the square feet of all of the Units having an interest in the Common Elements.
- (b) **Liability for the Common Expenses.** The liability for Common Expenses allocated to each Unit is equal. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- (c) **Votes.** Each Unit in the Common Interest Community shall have one (1) vote in the affairs of the Association, each vote measured by the percentage allocated interests in the common elements assigned to each unit.

## **ARTICLE X**

### **Restrictions on Use, Alienation and Occupancy**

**Section 10.1 - 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 without employees or 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. 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) The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make Rules affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.
- (c) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

- (d) No animals, birds or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that two (2) pets may be kept in the Units, provided they are properly licensed (if required) and are not kept, bred or maintained for commercial purposes; and provided further that any such animal causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days written notice from the Executive Board following Notice and Hearing. No exotic pets or animals will be allowed. No animal of any kind that has venom or poisonous defense or capture mechanism(s), or if let loose would constitute vermin, shall be allowed. Assistance animals will be permitted for those persons providing the Executive Board with justification for such animal as required by law.

All pet-owning unit owners, as well as service animal owners, are required to follow the detailed pet rules as set out herein and in the Rules and Regulations. Unit Owners and guests will be required to clean up after their pets.

- (e) **No noxious or unreasonably offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance, 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.**
- (f) **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.**

**Section 10.2 - 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.**

**All leases and rental agreements shall be in writing and be subject to the requirements of the Documents of the Association.**

**No Unit may be leased for a lease term of less than one (1) year. No "AirBnB" or other short term rental schemes are permitted. No Unit Owner may lease less than the entire unit; no single room rentals are permitted.**

**Unit Owners must occupy the unit for one (1) year upon purchase prior to being permitted to lease the unit.**

**Section 10.3 – Costs of Enforcement. Any and all costs of enforcement of Restrictions on Use, Occupancy and Alienation shall be paid by the Unit Owner who by his or her action caused the need for the enforcement of these restrictions. Such costs are chargeable and**

collectable in the same manner as common expenses against the unit, pursuant to Article XIX, Section 19.3.

## **ARTICLE XI**

### **Easements and Licenses**

All easements or licenses to which the Common Interest Community is presently subject are recited in the original Declaration.

## **ARTICLE XII**

### **Reallocation of Limited Common Elements**

No Limited Common Elements may be reallocated under this Declaration.

## **ARTICLE XIII**

### **Additions, Alterations and Improvements**

#### **Section 13.1 - Additions, Alterations and Improvements by Unit Owners.**

- (a) A Unit Owner:**
  - (i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community; and**
  - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board.**
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.**
- (c) Any required applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Unit Owner and a copy provided to the Association.**

**Section 13.2 - Additions, Alterations and Improvements by Executive Board.** Subject to the limitations of Sections 19.5 and 19.6 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 XIV**

##### **Relocation of Boundaries Between Adjoining Units**

The relocation of boundaries between adjoining Units is prohibited.

#### **ARTICLE XV**

##### **Amendments to Declaration**

**Section 15.1 - General.** Except in cases of amendments that may be executed under Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

**Section 15.2 - Limitation of 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 15.3 - Recordation of Amendments.** Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association.

**Section 15.4 - When Consent of More Than 67% 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 a vote 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 or occupancy of a Unit 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 a Unit who wishes his boundaries to be relocated to include Common Elements 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 any Plans and Surveys required. 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 are 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 create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.**

**Section 15.5 - Execution of Amendments.** 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 15.6 - Special Declarant Rights.** Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant, if any.

**Section 15.7 - Consent of Holders of Security Interests.** Amendments are subject to the consent requirements of Article XVIII.

## **ARTICLE XVI**



## Amendments to Bylaws

Except as otherwise provided, the Bylaws may be amended only by vote of two-thirds (2/3) of members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

### ARTICLE XVII

#### Termination

Termination of the Common Interest Community may be accomplished only in accordance with the provisions of the Connecticut General Statutes Chapter 828 - The Common Interest Ownership Act, as amended.

### ARTICLE XVIII

#### Mortgagee Protection

**Section 18.1 - Introduction.** This Article establishes certain standards and covenants which are 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 Documents, but in the case of conflict, this Article shall control.

**Section 18.2 - Percentage of Eligible Mortgagees.** Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

**Section 18.3 - 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 Common Interest Community 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 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;

- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and
- (e) Any judgment rendered against the Association.

**Section 18.4 - Consent Required.**

- (a) **Document Changes.** Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. 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 or replacement of Common Elements;
  - (iv) Responsibility for maintenance and repairs;
  - (v) Reallocation of interests 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 holding Security Interests in 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 holding Security Interests in 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 Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;

- (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 any Eligible Mortgagee;
  - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
  - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
  - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, the Association may not take any of the following actions without the approval of at least fifty-one (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:
- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (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 for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance 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 hazard damage or a partial condemnation in a manner other than that specified in the Documents;
  - (iv) The termination of the Common Interest Community, for reasons other than substantial destruction or condemnation, as to which a sixty-seven (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 Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) 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.

The foregoing consents do not apply to the exercise of any Development Right.

- (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.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

**Section 18.5 - Development Rights.** No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination.

**Section 18.6 - Inspection of Books.** The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

**Section 18.7 - Financial Statements.** The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public account if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

**Section 18.8 - 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 18.9 - Attendance at Meetings.** Any representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## ARTICLE XIX

## **Assessment and Collection of Common Expenses**

**Section 19.1 - Definition of Common Expenses.** Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, 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 19.2 - Apportionment of Common Expenses.** Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units equally.

**Section 19.3 - 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) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (d) **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, tenant, 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, if any, under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner and their Unit.**
- (e) **If any damage or loss originates within a Unit and affects that Unit, another Unit and/or the Common Elements, the owner of the Unit in which the damage or loss originated shall be responsible for the costs to repair the damage or the deductible under the Association's insurance policy whichever is less, and such amount shall be assessed against said Unit following Notice and Hearing.**

- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

**Section 19.4 - Lien.**

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the nine (9) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions against Unit Owners to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.**
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, 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 19.5 of this Declaration.**
- (i) 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 assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.**
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.**

**Section 19.5 - Budget Adoption and Approval.** Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, including any reserves and a statement for the basis on which any reserves are calculated and funded, and shall simultaneously set a date for a meeting of the Unit Owners to consider approval of the budget not less than ten (10) nor more than sixty (60) days after providing the summary. Alternatively, the proposed budget may be approved by the Unit Owners by ballot without a meeting in accordance with the Act. If at that meeting (or in a vote without a meeting by ballot) a majority of all Unit Owners do not reject the budget, the budget is approved, whether or not a quorum is present or voting. In the event the proposed budget is rejected, the periodic budget last approved by the Unit Owners shall be continued until such time as the Unit Owners approve a subsequent budget proposed by the Executive Board. Any surplus left at the end of a budget year will automatically be used as a prepayment to the reserve fund unless the Executive Board decides otherwise.

**Section 19.6 - Special Assessments and Emergency Assessments.**

- (a) The Executive Board, at any time, may propose a Special Assessment. Not later than thirty (30) days after the adoption of a proposed Special Assessment, the Executive Board shall provide a summary to all Unit Owners. If the Special Assessment, together with all other Special Assessments and Emergency Assessments for the same calendar year, does not exceed fifteen (15%) percent of the Association's last approved periodic Budget for that calendar year, the**

Special Assessment is effective without the approval of the Unit Owners. Otherwise, the Executive Board shall submit such Special Assessment to the Unit Owners for approval in the same manner as a budget under Section 19.5. A Special Assessment subject to Unit Owner approval as provided above may also be approved in a vote by ballot without a meeting pursuant to 19.5 above.

- (b) **If the Executive Board determines by a two-thirds (2/3) vote that an Emergency Assessment is necessary to respond to an emergency then (1) The Emergency Assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the Emergency Assessment must be provided promptly to all Unit Owners; and (3) the Executive may spend the funds paid on account of the Emergency Assessment only for the purposes described in the vote.**

**Section 19.7 - Certificate of Payment of Common Expense Assessments.** The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

**Section 19.8 - Monthly Payment of Common Expenses.** All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly, due by the 10<sup>th</sup> of the month.

**Section 19.9 - Acceleration of Common Expense Assessments.** In the event of default for a period of thirty (30) 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 19.10 - 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 19.11 - 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 he or she agrees to assume the obligation.

## ARTICLE XX

### Right to Assign Future Income

**Section 20.1 - Vote Required.** The Association may assign its future income, including its right to receive Common Expense assessments, as collateral for a loan only by the affirmative



vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated.

**Section 20.2 - Notice Regarding Loan Terms.** Prior to entering into any loan agreement, the Executive Board shall disclose in a Record to all Unit Owners the amount and terms of such loan and the estimated effect of such loan on any Common Expense assessment and shall afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan. The notice requirement provided for herein shall be dictated by statute or, in the absence of such statute, by resolution of the Executive Board.

## ARTICLE XXI

### Persons and Units Subject to Documents

**Section 21.1 - Compliance with Documents; Tenants.** All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. 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 Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Rocky Hill are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

All leases must be submitted to the Association by the Unit Owner (landlord) at the beginning of each new lease period. Every lease shall provide that the tenant(s) shall follow all Association rules, terms and conditions as set out in the Declaration, Bylaws and Rules.

**Section 21.2 - 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 and in accordance with the Connecticut General Statutes. At least ten (10) days before adopting, amending or repealing any Rule, the Executive Board shall give all Unit Owners notice of: (1) Its intention to adopt, amend or repeal a Rule and shall provide the text of the Rule or the proposed change, and (2) a date on which the Executive Board will act on the proposed Rule or amendment after considering comments from the Unit Owners. Following adoption, amendment or repeal of a Rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised Rule.

## ARTICLE XXII

### Insurance

**Section 22.1 - Coverage.** To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 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 the respective last known addresses.

#### **Section 22.2 - Property Insurance.**

**(a) Property insurance covering:**

**(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures and equipment and may include 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.

The maximum deductible for insurance policies shall be \$10,000.00 or one percent (1%) of the policy face amount.

**(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 such 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:  
  
"Cedar Hollow Association, Inc." for the use and benefit of the individual Owners".**

**Section 22.3 - Liability Insurance.** Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$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.

- (a) **Other Provisions.** Insurance policies carried pursuant to this Section shall provide that:
  - (i) **Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.**
  - (ii) **The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.**

- (iii) **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.**
- (iv) **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.**
- (v) **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 22.4 - Fidelity Bonds.** A blanket fidelity bond 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 bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

**Section 22.5 - Unit Owner Policies.** All unit owners shall carry their own homeowners insurance (commonly called an "HO6 Policy").

**Section 22.6 - 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, as necessary.

**Section 22.7 - 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 in such limits as the Executive Board may, from time to time, determine.

**Section 22.8 - Other Insurance.** The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

**Section 22.9 - Premiums.** Insurance premiums shall be a Common Expense.

## **ARTICLE XXIII**

### **Damage To Or Destruction Of Property**

**Section 23.1 - Duty to Restore.** Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;**
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;**
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.**

**Section 23.2 - Cost.** The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense except as otherwise provided in Article XIX, Section 19.3(d) and (e).

**Section 23.3 - 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 (51%) percent of Eligible Mortgagees.

**Section 23.4 - Replacement of Less Than Entire Property.**

- (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 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;**
- (c) 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 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

**Section 23.5 - 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 lienholders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), 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 Common Interest Community is terminated.

**Section 23.6 - Certificates by the Executive Board.** A 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 repaired or restored;
- (b) The 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 23.7 - 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 Rocky Hill from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

## ARTICLE XXIV

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

**Section 24.1 - Right to Notice and Comment.** Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting. With regard to the promulgation of Rules, see specifically Article XXI, Section 21.2 of this Declaration.

**Section 24.2 - Right to Notice and Hearing.** Whenever the Documents require that an action be taken after "Notice and Hearing" a procedure established by the Executive Board,

which shall be consistent with the Act to the extent the Act speaks to this issue, shall be followed by the party conducting the Hearing. The Notice and Hearing procedure shall be provided for in the Bylaws of the Association.

**Section 24.3 - 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 XXV

### Executive Board

**Section 25.1 - Minutes of Executive Board Meetings.** The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within a reasonable time after any such meeting.

**Section 25.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as otherwise provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration, the Bylaws or the Act, the powers and duties necessary for the administration of the affairs of the Association which powers and duties are specifically outlined in the Bylaws.

**Section 25.3 - Executive Board Limitations.** The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community 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 until the next regularly scheduled election, whichever is sooner. An amendment to the Bylaws regarding the qualifications, powers or duties of the Executive Board shall require the vote or agreement of Unit Owners of Units to which at least a majority of the votes in the Association are allocated.

**Section 25.4 - Rules Affecting Use and Occupancy of Units.** The Association may adopt Rules that affect the use or occupancy of Units that may be used for residential purposes only to:

- (a) prevent any use of a Unit which violates the Declaration;
- (b) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other units or Common Elements by other Unit Owners; or

- (c) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in Common Interest Communities, provided, however, no such restrictions shall be effective unless recorded in the land records.

Otherwise the Association may not regulate, via a Rule, the use or occupancy of units.

**Section 25.5 - Tenants.** If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Article II, Section 2.2 of the Bylaws, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the General Statutes.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (b) permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of Declaration, Bylaws, or Rules.

**Section 25.6 - Reserve Study.** The Association shall be required to maintain an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired and replaced on a periodic basis. The Association may, but is not required to, perform a reserve study.

- (A) **The Reserve Study.** The reserve study shall consist of a physical and financial analysis. The physical analysis shall consist of: (i) a component inventory identifying those portions of the Property that the Association is obligated to maintain, repair and replace on a periodic basis, including the useful life of each component; (ii) a condition assessment of each component on the component inventory by on-site inspection and (iii) estimates of the remaining useful life and replacement costs of each component. The financial analysis shall consist of: (i) an analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association in accordance with the reserve study and (ii) a future funding plan to meet the requirements of the reserve study.



- (B) **Regular Updates and Funding.** The reserve study shall be updated at the discretion of the Board. The reserve fund shall be fully funded, meaning the Association's reserve fund shall be maintained at a balance at or near 100%.

## ARTICLE XXVI

### 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 Connecticut General Statutes.

## ARTICLE XXVII

### Miscellaneous

**Section 27.1 - Captions.** The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

**Section 27.2 - 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 Documents so require.

**Section 27.3 - Waiver.** No provision contained in the 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 27.4 - Invalidity.** The invalidity of any provision of the 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 Documents shall continue in full force and effect.

**Section 27.5 - Conflict.** The Documents are intended to comply with the requirements of Chapter 828 and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents 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 Document, this Declaration shall control.

In Witness Whereof, the Association has caused this Amended & Restated Declaration to be executed this 14<sup>th</sup> day of January, 2019.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]

Barbara D. Hagan

Cedar Hollow Association, Inc.

By: [Signature]  
Its President

STATE OF CONNECTICUT )

) ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January  
2019, by Juliana Rader, President of the Cedar Hollow  
Association, Inc.

Barbara D. Hagan  
Commissioner of the Superior Court

## SCHEDULE A-1 DESCRIPTION OF LAND

A certain piece or parcel of land with the improvements thereon, situated in the Town of Rocky Hill, County of Hartford and State of Connecticut, on the southerly side of Glastonbury Avenue, and being more particularly bounded and described as follows:

Beginning at a merestone monument on the southerly street line of Glastonbury Avenue, said monument being approximately One hundred forty (140) feet, more or less, west of Belden Lane; thence running S 13° 14' 16" W along land now or formerly of Calvin Harlow, Sr. et al, One hundred ninety-one (191) feet to a point; thence running N 81° 51' 29" W along land now or formerly of said Calvin Harlow, Sr. et al, One hundred fifty-five (155) feet to a point located at the southeasterly corner of land now or formerly of Austin S. Backe et al; thence running N 79° 21' 33" W, along land now or formerly of said Austin S. Backe et al, Seventy-nine and three one-hundredths (79.03) feet to an iron pipe at the southeasterly corner of land now or formerly of Angelo P. DiStefano et al; thence running N 78° 14' 08" W along land of said Angelo P. DiStefano, Seventy-nine and eighty-two one-hundredths (79.82) feet to an iron pipe at the southeasterly corner of land now or formerly of David Sylvester et al; thence running N 80° 15' 56" W, along land of said David Sylvester et al, Seventy (70) feet to an iron pipe; thence continuing N 80° 32' 31" W along land of said David Sylvester et al, Ninety-five and sixty-seven one-hundredths (95.67) feet to the northwest corner of the herein described premises; thence running S 4° 6' 4" W, along land now or formerly of Eugenie F. Dal Masso et al, Seventy-two and ninety-six one-hundredths (72.96) feet to a point marked by an iron pipe; thence running S 2° 55' 48" W along land now or formerly of Antoinette Foley et al, One hundred forty-five and forty one-hundredths (145.40) feet to an iron pipe; thence running S 2° 50' 17" W, along land now or formerly of Anna and Simon Konover, Trustee, One hundred sixty-nine and seventy-four one-hundredths (169.74) feet to a point; thence running S 88° 21' 56" E along land now or formerly of the Estate of Ruth D. Goggin, One hundred seventy-two and ninety-nine one-hundredths (172.99) feet to a point marked by a merestone; thence running N 89° 31' 00" E, along land now or formerly of Chester A. Lane et al, Ninety-five and seventy-one one-hundredths (95.71) feet to a point; thence running S 11° 19' 13" E along said land of Chester A. Lane et al, Four hundred twelve and eighteen one-hundredths (412.18) feet to a point; thence running N 87° 18' 18" E along land now or formerly of Henry G. Hale, One hundred forty-four and seven one-hundredths (144.07) feet to a point; thence running N 9° 06' 14" W, along land now or formerly of Maurice W. Wyman, Sr. et al, Seventy (70) feet to a point marked by an iron pipe; thence running N 87° 33' 43" E along said land of said Maurice W. Wyman, Sr., et al, Seventy-five (75) feet to a point; thence running S 9° 13' 04" E along land of said Maurice W. Wyman, Sr. et al, Two hundred (200) feet to a point in the northerly line of Pratt Street; thence running S 37° 25' 04" E along the northerly line of Pratt Street, Sixty-five and seventy-seven one-hundredths (65.77) feet to a point; thence running N 7° 36' 37" W along land now or formerly of Theresa Carbonero, Two hundred five and seventy-six one-hundredths (205.76) feet to a point; thence running N 89° 10' 32" E along said land of Theresa Carbonero, Eighty-six and eighteen one-hundredths (86.18) feet to a point; thence running S 12° 14' 50" E along said land of Theresa Carbonero, Two hundred fourteen and seventy-six one-hundredths (214.76) feet to a point in the northerly line of Pratt Street; thence running S 87° 25' 04" E along Pratt Street, Sixty-one and thirty-two one-hundredths (61.32) feet to a point; thence continuing N 89° 16' 54" E along said Pratt Street, Fifty-four and forty-seven one-hundredths (54.47) feet to a point; thence running along a curve to the left having a radius of sixty-five feet (65), a distance of One hundred twenty-five and sixty-three one-hundredths (125.63) feet to a point in the westerly line of Belden Lane; thence running N 21° 27' 16" W along the westerly line of Belden Street, Two hundred forty-five and seventy-one one-hundredths (245.71) feet to a point; thence running N 15° 43' 33" W, along the westerly line of Belden Street, Thirty-seven and seventy-five one-hundredths (37.75) feet to a point; thence running S 88° 03' 09" W along land now or formerly of Elizabeth McMullen, Ninety and thirty-eight one-

hundredths (90.38) feet to an iron pipe; thence running N 12° 49' 20" W, along said land of said Elizabeth McMullen, One hundred thirty-three and seventy-eight one-hundredths (133.78) feet to an iron pipe; thence running N 12° 17' 25" W, along land of said Elizabeth McMullen, One hundred sixty-two and seventy-four one-hundredths (162.74) feet to a point; thence running S 81° 14' 42" W, along land of said Elizabeth McMullen, Sixty-five and twenty-five one-hundredths (65.25) feet to a point; thence running N 1° 30' 53" E along land of said Elizabeth McMullen, One hundred eighty-five (185) feet to a point; thence running N 77° 28' 11" W along land now or formerly of Edward A. Holmes et al, Eighty and five one-hundredths (80.05) feet to a point; thence running N 15° 14' 16" E along land of said Edward A. Holmes et al, One hundred eighty-eight and twenty-seven one-hundredths (188.27) feet to a point in the southerly line of Glastonbury Avenue; thence running N 74° 11' 41" W, along the southerly line of Glastonbury Avenue, Fifty and five one-hundredths (50.05) feet to the point or place of beginning.

Said premises are more particularly shown on a map entitled "EXHIBIT B DECLARATION of CONDOMINIUM The Gillett Development Corp. 69 Gillett Street Hartford, Conn. Igor Vechesloff Professional Engineer & Land Surveyor 51 Lorraine Street Hartford, Connecticut Scale 1" = 40' Sheet 1 and 2 of 2", which map is on file in the Town Clerk's Office of said Town of Rocky Hill, to which reference may be had.

SCHEDULE A-2  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Building No.</u>	<u>Percentage Of Undivided Interest In Common Area</u>
101	1	1.267
102	1	1.247
103	1	1.247
104	1	1.247
105	1	1.247
106	1	1.247
107	1	1.247
108	1	1.247
109	1	1.247
110	1	1.247
111	1	1.247
112	1	1.267
201	2	1.267
202	2	1.247
203	2	1.247
204	2	1.247
205	2	1.247
206	2	1.247
207	2	1.247
208	2	1.247
209	2	1.247
210	2	1.247
211	2	1.247
212	2	1.247
214	2	1.247
215	2	1.247
216	2	1.247
217	2	1.267
301	3	1.267
302	3	1.247
303	3	1.247
304	3	1.247
305	3	1.247
306	3	1.247
307	3	1.247
308	3	1.247
309	3	1.247
310	3	1.247

<u>Unit No.</u>	<u>Building No.</u>	<u>Percentage Of Undivided Interest In Common Area</u>
311	3	1.247
312	3	1.247
314	3	1.247
315	3	1.267
401	4	1.267
402	4	1.247
403	4	1.247
404	4	1.247
405	4	1.247
406	4	1.247
407	4	1.247
408	4	1.247
409	4	1.247
410	4	1.267
501	5	1.267
502	5	1.247
503	5	1.247
504	5	1.247
505	5	1.247
506	5	1.247
507	5	1.247
508	5	1.247
509	5	1.247
510	5	1.247
511	5	1.247
512	5	1.247
514	5	1.247
515	5	1.267
601	6	1.267
602	6	1.247
603	6	1.247
604	6	1.247
605	6	1.247
606	6	1.247
607	6	1.247
608	6	1.247
609	6	1.247
610	6	1.247

<u>Unit No.</u>	<u>Building No.</u>	<u>Percentage Of Undivided Interest In Common Area</u>
611	6	1.247
612	6	1.247
614	6	1.247
615	6	1.267

Received for Record at ROCKY HILL, CT  
On 01/16/2019 At 12:15:00 pm

Andrea M. Williams