

**HEYWOOD HEIGHTS
CONDOMINIUM ASSOCIATION, INC.**

GOVERNING DOCUMENTS

Amended and Restated

DECLARATION

Heywood Heights Condominium Association, Inc.

Date: Ratified and confirmed by Board July 20, 2011

**Amended and Restated
Declaration
of
Heywood Heights Condominium Association, Inc.**

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**Amended and Restated
Declaration
of
Heywood Heights**

HEYWOOD HEIGHTS CONDOMINIUM ASSOCIATION, INC, a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business at 247 Hamilton Avenue, Stamford, Connecticut, acting herein by Jan Costello its President, hereunto duly authorized, and by vote of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association have been allocated, does hereby amend and restate the Declaration of Condominium of Heywood Heights Condominium which was restated on February 1, 1980, by instrument recorded in Volume 1917 at Page 149 of the Stamford Land Records and amended by instrument dated April 12, 1986, and recorded in Volume 2975 at Page 175 of said Land Records as follows:

Article 1: Purpose:

The purpose of this restated Declaration is to incorporate all modifications and amendments to said Declaration of Heywood Heights Condominium Association, Inc., in one document and to continue the condominium form of ownership in the manner provided in Chapter 828 of the Connecticut General Statutes (herein called the "Common Interest Ownership Act", "CIOA" or the "Act"). The name by which this project is identified is HEYWOOD HEIGHTS CONDOMINIUM. HEYWOOD HEIGHTS CONDOMINIUM ASSOCIATION (hereinafter called the "Association") is a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the City of Stamford, County of Fairfield and State of Connecticut, the ownership of which is vested in the Unit Owners of HEYWOOD HEIGHTS CONDOMINIUM. Said corporation is not organized for profit.

Article 2: Definitions:

As used in this Declaration and the accompanying By-Laws, unless the context otherwise required:

(a) Act: The Common Interest Ownership Act (Public Act 47-200 et. seq.) of the Connecticut General Statutes as it may be amended from time to time.

(b) 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 8 of this Declaration as shown in Schedule A.

(c) Association: Association as above defined means Heywood Heights Condominium Association, Inc., a non-stock corporation.

(d) Association of Unit Owners: Association of Unit Owners means Heywood Heights Condominium Association, Inc., an association of Unit Owners acting as a group in accordance with the By-Laws and this Declaration, being a non-stock corporation organized and existing under the Laws of the State of Connecticut.

(e) Buildings: Buildings mean the structure containing one hundred sixty-seven (167) residential Units and nineteen (19) garage Units and comprising a part of the Property, and designated as Heywood Heights Condominium.

(f) By-Laws: The By-Laws of the Association, as they may be amended from time to time.

(g) Common Elements: Common Elements means all portions of the Property except the Units, space within the Units and items whose use is limited to the Units themselves. Common elements, among other things, specifically includes:

- (i) The land on which the buildings are located.
- (ii) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stair and stairways, entrances and exits of the buildings.
- (iii) The basements, spaces designated on the plans as laundry rooms (if any), yards, outdoor parking areas and storage spaces (bins) assigned to Units.
- (iv) The premises for the lodging of superintendents, janitors or persons in charge of the property, if any.
- (v) Installation of central services, such as power, light, gas and water.
- (vi) All apparatus and installations existing for common use.
- (vii) Such community facilities as may be provided for in this Declaration including, but not limited to, the pool and clubhouse.
- (viii) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use.

(h) Common Expenses: Common expenses are defined in Article 25.

(i) Common Interest Community: Heywood Heights. Heywood Heights is a condominium and is sometimes referred to as a "Community."

(j) Common Profits: Common profits means the balance of all income, rents, profits and revenues from the Common Elements remaining after the deduction of the Common Expenses. Any rental or concession income received for the use of Common Elements shall be used by the Board of Directors to reduce and defray Common Expenses.

(k) Condominium: Condominium, for the purpose of this Declaration, means a garden apartment development wherein individual Units are owned by individual Unit Owners in fee simple absolute or leased with each Unit Owner or lessee entitled to the exclusive ownership and possession of the Unit and being entitled to an exclusive easement for the use of the Limited Common Elements appurtenant to the Unit and with each Unit Owner being entitled to an undivided interest in the Common Elements of the whole project. Enclosed garages in parking buildings are Units in the development.

(l) Declaration: Declaration means this instrument under which the Property is submitted to the provisions of CIOA as it from time to time may be amended.

(m) Director: A member of the Board of Directors.

(n) Documents: The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the By-Laws, and the Rules as they be amended from time to time. Any exhibit, schedule or certification accompanying a Document is a part of that Document.

(o) 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 notices and other rights described in Article 24.

(p) 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 24.

(q) Executive Board: The Board of Directors of the Association. The terms "Board of Directors" and "Executive Board" shall be deemed to be one and the same, and any reference herein to one shall also mean the other.

(r) 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.

(s) Limited Common Elements: Limited Common Elements means and includes those Common Elements designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units as more particularly set forth in Schedule A annexed hereto. Terraces and balconies annexed to the various Units in the development are Limited Common Elements restricted for the use of those Unit or Units to which each is appurtenant. In addition, the garages and basement areas under Units 11, 12 and 55 are Limited Common Elements restricted for the use of those Units. The ownership of the Limited Common Elements is vested in all the Unit Owners.

(t) Majority or Majority of Unit Owners: Majority or majority of Unit Owners means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements as specified in this Declaration. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership and for all voting purposes as provided in this Declaration and in the By-Laws of the Association, each Unit Owner shall have a vote equal to such percentage.

(u) 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 Article 30 of this Declaration.

(v) Notice and Hearing: The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 30 of this Declaration.

(w) Person: Person means an individual, corporation, partnership, association, trustee or other legal entity.

(x) Property: Property means and includes the land, the Building, all improvements and structures thereon, all owned in fee simple absolute or leased and all easements, rights and appurtenance belonging thereto.

(y) Record: Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(z) Rules and Regulations : Rules for the use of Units and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Board of Directors pursuant to this Declaration.

(aa) Security Interest: An interest in real property or personal property, created by contract or conveyance, which insures 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 liens or title retention contract intended as security for an obligation.

(bb) **Unit:** Unit means a part of the Property including one or more rooms or enclosed spaces located on one or more floors or a part or parts thereof in a Building intended for any type of independent use and with a direct exit to a public street or highway or to a Common Element leading to such street or highway. The interior and exterior surfaces of windows and sliding glass doors are included as part of the Unit. Residential Units numbered 1 through 167 generally consist of the interior of a garden apartment. Garage Units in the condominium are numbered G-1 through G-19. Generally speaking, they consist of the interior of an enclosed parking garage as well as the garage door and door framing..

(cc) **Unit Number:** Unit number means the number, letter or combination thereof designating the Unit in the Declaration.

(dd) **Unit Owner:** Unit owner means the Person or Persons owning a Unit in fee simple absolute, together with an individual interest in the fee simple estate of the Common Elements in the percentage specified and established in this Declaration, and their heirs, executors, administrators, successors and assigns, and a mortgagee or lien holder holding both legal and equitable title.

Article 3: Description of Land:

The land submitted to the condominium form of ownership under the Common Interest Ownership Act is the land described in Schedule B attached hereto and made a part thereof.

Article 4: Description of Buildings:

A detailed description of the Buildings located upon the land described in Article 3 hereof, which description specifically sets forth the number of stories and basements, the number of Units and the principal materials of which the Buildings are constructed, is more particularly set forth in Schedule C attached hereto, which schedule is made a part hereof.

Article 5: Identification of Units:

Annexed hereto and made a part hereof as Schedule A is a list of all the Units in the Buildings, the Unit designation, together with an identification number of each Unit, approximate area, number of rooms, limited Common Elements to which it has access, together with such other data as may be necessary for the proper identification of each individual Unit. Also annexed is Schedule A-1 entitled "Unit Numbering Plan" showing the location of each Unit.

Article 6: Description of Common Elements:

The Common Elements consist of all portions of the Property except the Units including, but not limited to, those portions specifically defined in Article 2, subsection (g) of this Declaration.

Article 7: Description of Limited Common Elements:

The Limited Common Elements consist of those portions of the property more particularly defined in Article 2, subsection (s) of this Declaration.

Article 8: Percentage of Undivided Interest in Common Elements Appertaining to Each Unit and its Owner:

The percentage of the undivided interest in the Common Elements appertaining to each Unit and its owner is more particularly set forth in Schedule A annexed hereto. The total percentage of the undivided interest of all the Units equals one hundred percent (100%).

Article 9: Restrictions on Use, Purposes, Alienation and Occupancy:

The use of the Property and the purpose for which the Buildings, other than the community

recreation Building, and each of the Units therein are intended shall be in accordance with the following provisions:

(a) No industry, business, trade, occupation or profession of any kind, except to the extent allowed under this Article, be it commercial, religious, educational or otherwise may be conducted, maintained, or permitted on any part of the Property. Each residential 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. 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, with no more overnight occupants than two (2) per bedroom designated on the plans on file with the building official of the City of Stamford. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected thereby. Garage Units shall be used for garage and storage spaces only.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board of Directors, except as hereinafter expressly provided.

(c) Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.

(d) Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the Buildings or the contents thereof beyond the rates applicable for residential Units without prior written consent of the Board of Directors.

(e) No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or the contents thereof or which would be in violation of any law.

(f) No waste shall be permitted in the Common Elements.

(g) Kerosene, gas or electric space heaters or any similar devices are prohibited from being used or stored in any residential Unit or garage Unit.

(h) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Buildings, and no sign, awnings, canopies, shutters or radio or television antennas shall be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Board of Directors. No sign shall be placed inside a window which is visible from the exterior of any Unit. No exterior alterations, repairs, decorating or painting shall be done except with the written approval of the Board of Directors.

(i) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets, not to exceed two per unit, may be kept in the Units subject to the Rules and Regulations to be adopted by the Board of Directors, provided they are not kept, bred or maintained for any commercial purposes and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three days' written notice from the Board of Directors.

- (j) No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- (k) Nothing shall be done to any Unit or on or in the Common Elements which might impair the structural integrity of the Buildings or which will structurally change the Buildings.
- (l) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and items.
- (m) One Unit may be used or inhabited by a superintendent of the premises. One garage may be used for storage of materials and equipment used by the superintendent for maintenance of the premises.
- (n) No commercial vehicles of a size larger than a standard panel truck may be parked on any part of the Property except those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units.
- (o) No use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.
- (p) All valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed.
- (q) Draperies, blinds or curtains must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times.
- (r) The Association shall have the power to make such Rules or Regulations as may be necessary to carry out the intent of these restrictions. The Association shall further have the right, after Notice and Hearing, to levy reasonable fines for violations of this Declaration, and the By-Laws or Rules and Regulations of the Association. For each day that a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce collection of Common Expenses.
- (s) Each Unit Owner shall be entitled to share in any surplus possessed by the Association and shall be liable for common expenses in the same percentage as the individual Unit Owner has in the undivided interest of the total Common Elements.
- (t) The community recreation Building and its adjacent facilities may be used by Unit Owners, lessees and their guests for general recreation purposes only.
- (u) The use of Units and Common Elements is subject to the By-Laws and Rules of the Association.
- (v) 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 the published Rules, the Board of Directors may suspend the right of a Unit Owner or occupant to use Common Elements not necessary to give access to a public street.

(w) **Restrictions on Alienation:** A Unit may not be conveyed pursuant to a timesharing plan as defined under Chapter 734b of the Connecticut General Statutes. A Unit may not be leased or rented for a term of less than one (1) year. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. A Unit may not be leased or rented to any Person or family whereby the number of occupants would exceed two (2) people for each bedroom.

Article 10: Person to Receive Service:

Plaza Realty and Management Corporation, 65 Bedford Street, Stamford, Connecticut, or such other Person or management company retained by the Association and the President of Heywood Heights Condominium Association, Inc., is hereby designated to receive notice of process of any action which may be brought against the Association.

Article 11: By-Laws:

Annexed hereto and made a part hereof is a copy of the By-Laws of Heywood Heights Condominium Association, Inc. The By-Laws may be amended only by vote of two-thirds (2/3) of the members of the Board of Directors following Notice and Comment to all unit owners at a meeting duly called for such purpose.

Article 12: Encroachment:

If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any encroachments shall occur hereafter as a result of settling of the Buildings or alterations or repairs to the Common Elements made by or with the consent of the Board of Directors or as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Buildings stand.

Article 13: Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside Units:

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit.

The Board of Directors shall have the right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

Article 14: Power of Attorney to Board of Directors:

Each Unit Owner shall grant to the Persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale in the name of the Board of Directors or their designees, cooperate or otherwise on behalf of all Unit Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Units so leased by the Board of Directors.

Article 15: Units Subject to Declaration, By-Laws, Rules and Regulations:

All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws of the Association, as they may be

amended from time to time, as well as to such regulations as may be adopted by the Board of Directors of this Association. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any unit shall constitute agreement that the provisions of this Declaration and By-Laws and Rules and Regulations which may be adopted by the Board of Directors, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Article 16: Amendment of Declaration:

(a) Except as limited by section 16(d) and Article 21 of this Declaration, this Declaration, including the Survey and Plans, may be amended only by a vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) per cent of the votes in the Association are allocated.

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

(c) 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 is effective only on recording. An amendment shall be indexed in this grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

(d) When Unanimous Consent Required: Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit or the Allocated Interests of any Unit or the use to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

(e) By vote or agreement of Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated, an amendment may prohibit or materially restrict the permitted users or occupancy of a Unit or the number of other qualifications of persons who may occupy Units. Any amendment must provide reasonable protection for use or occupancy permitted at the time the amendment was adopted.

(f) 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.

(g) Consent of holders of Security Interests: Amendments are subject to the consent requirement of Article 24,

Article 17: Invalidity:

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Article 18: Waiver:

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same regardless of the number of violations or breaches which may occur.

Article 19: Gender:

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Article 20: Name of Buildings:

All buildings collectively shall be known as Heywood Heights Condominium.

Article 21: Termination:

The Condominium formed under this Declaration may be terminated by action of the Unit Owners as follows:

(a) The Unit Owners may remove this Property from the provisions of this Declaration by an instrument to that effect duly recorded and containing the signatures of ninety (90%) percent of the Unit Owners, provided the holder of all liens affecting any of the Units consent thereto or agree, in either case, by instruments duly recorded that their liens be transferred to an undivided interest in the Property.

(b) Upon the removal of this Property from the provisions of this Declaration, the Unit Owners shall be deemed to own the Property as tenants in common, with the undivided interest of each to be the same percentage of undivided interest previously owned by such owners in the Common Elements.

Article 22: Conflicts:

This Declaration is made to comply with the requirements of the Act as provided for in the Connecticut General Statutes. In the case of any conflict between this Declaration and the provisions of the Act, as the same now exists and as it may from time to time be amended, the provisions of said statute shall control. In the case of any conflict between this Declaration and the provisions of any other Documents, the provisions of this Declaration shall control.

Article 23: Maintenance, Repair and Replacement:

(a) Common Elements: The Association shall maintain, repair and replace all of the Common Elements, except the portion of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

(b) Units: Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, including garage Units, except the portions thereof to be maintained, repaired or replaced by the Association.

Unit Owners shall observe the requirements of the Maintenance, Repair and Replacement Standards that are a part of the Rules and Regulations of Heywood Heights, as the same may be amended from time to time by the Board of Directors. These Maintenance Standards require that certain portions of Units must be inspected at specified intervals by the Association or by an inspector or inspectors designated by the Association that they be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective, and that they be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.

(c) Limited Common Elements: Notwithstanding the provisions of Section 23(a) and Section 23(b), each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her Unit. 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.

The garage and basement areas under Units 11, 12, and 55 shall be maintained, repaired and replaced by the owners of each such Unit. Any such maintenance, repair and replacement work shall only be performed by licensed and insured contractors. Prior to commencement of work Unit Owners shall provide the Board of Directors with evidence that such contractors are licensed and insured.

(d) Windows and Doors: Unit Owners are responsible for the maintenance, repair and replacement of all windows, sliding glass doors and exterior and interior doors serving their Units, including the glass, trim, framing and mechanisms as well as screens, screen doors and storm doors. The Association shall only be responsible for the maintenance, repair and replacement of exterior doors which serve more than one Unit.

Unit Owners are responsible for the maintenance, repair and replacement of all garage doors, including the trim, framing and mechanisms thereof.

Any such maintenance, repair and replacement work shall only be performed by licensed and insured contractors. Prior to commencement of work Unit Owners shall provide the Board of Directors with evidence that such contractors are licensed and insured, and prior to the replacement of any windows or doors, unit owners shall submit the specifications therefor to the Board of Directors for its review and approval in accordance with the provisions of Article 34, the By-Laws and Rules and Regulations of Heywood Heights which may be amended from time to time.

(e) Access: Any persons authorized by the Board of Directors 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 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.

(f) If any Common Expense is caused by the willful misconduct or gross negligence of a Unit Owner, tenant, guest or invitee of a Unit Owner or by the failure of a Unit Owner, tenant, guest or invitee of a Unit Owner to comply with the Maintenance, Repair and Replacement Standards of 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. In the event that Connecticut General Statutes Section 47-257(e) is subsequently revised so as to provide that a different standard of conduct (other than gross negligence or willful misconduct) will authorize the Association to impose such assessment, the provisions of this subsection (e) shall be deemed to have been amended to include such revised standard.

(g) The responsibility of the Unit Owners shall be to maintain, repair and replace at his or her expense all portions of his or her Unit, except the portions to be maintained, repaired or replaced by the Association. The Unit Owner shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building in which the Unit is located. The Unit Owner is responsible to promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(h) If damage occurs only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the Association insurance, in which event the Association shall be responsible for said costs. In all instances, the responsibility for actual reconstruction and repair after a casualty shall be that of the Association.

(i) Immediately after a casualty causing damage to Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost necessary to place the damaged Property in as good a condition as it existed before the casualty.

Article 24: Mortgage Protection:

This article establishes certain 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.

(a) **Percentage of Eligible Mortgages:** 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 Interest held by Eligible Mortgagees.

(b) **Notices of Action:** The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (i) 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.
- (ii) 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.
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in section (c) below,
- (v) Any judgment rendered against the Association.

(c) **Consent Required:**

- (i) **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 may be effective without the vote of at least sixty-seven (67%) percent of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). Material includes, but is not limited to, any provision affecting:

- (A) Assessments, assessment liens or subordination of assessment liens;
- (B) Voting rights;
- (C) Reserves for maintenance, repair and replacement of Common Elements;
- (D) Responsibility for maintenance and repairs.
- (E) Reallocation of 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;
- (F) Right to use Common Elements and Limited Common Elements;
- (G) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
- (H) Convertibility of Units into Common Elements or Common Elements into Units;
- (I) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of Property to or from the Common Interest Community;
- (J) Insurance or fidelity bonds;
- (K) Leasing of Units;
- (L) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (M) Establishment of self-management when professional management has been required previously by any Eligible Mortgagee;
- (N) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (O) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (P) Any provision that expressly benefits mortgage holders, insurers or guarantors.

(d) Actions: Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one (51%) percent of the Eligible Mortgagees or such higher percentages as set forth herein:

- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty (80%) percent 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 previously required 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, as to which a sixty-seven (67%) percent 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 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.

(e) 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.

(f) 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.

(g) 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 accountant if:

- (i) The Common Interest Community contains fifty (50) or more units, in which case the cost of the audit shall be a Common Expense; or
- (ii) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

**Article 25: Assessment and Collection of Common Expenses:
Transfer Assessments on Sales: Special and Emergency Assessments**

(a) Assessment of Common Expenses.

- (i) Assessments shall be made at least annually, based on a budget adopted at least annually by the Association.
- (ii) Except as provided elsewhere herein, all Common Expenses shall be assessed against all the Units in accordance with their percentage of liability for Common Expenses as set forth in Schedule A annexed to this Declaration. The Common Expenses shall include, among other things, the cost of repair and maintenance of the Common Elements and Limited

Common Elements, the cost of all insurance premiums on all policies of Insurance required to be or which have been obtained by the Association and the fees and disbursements of an insurance trustee, if any. The Common Expenses shall include an amount for a reserve fund for replacements and may also include such amounts as the Association may deem proper for the operation and maintenance of the Property, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. Any past due Common Expense assessment or installment thereof is subject to late charges as established by the Board of Directors.

- (iii) All Unit Owners shall be obligated to pay the Common Charges and Common Expenses assessed by the Association monthly on the first day of each month.
- (iv) Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, including any reserves, and a statement of the basis on which any reserves are calculated and funded, and shall set a date either for a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget, which date shall be not less than ten (10) nor more than sixty (60) days after providing the summary. Unless at that meeting, or in the vote by ballot, a majority of all Unit Owners votes to reject the budget, the budget is approved, whether or not a quorum is present at the meeting or participating in the vote by ballot. 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 Board of Directors.

(b) Expenses Attributable to Fewer than All Units:

- (i) Each Unit Owner shall maintain, repair and replace any Limited Common Element associated with his or her Unit as are assigned for maintenance to such Units. Therefore, any maintenance, repair or replacement of Limited Common Elements to be maintained by the Unit Owners that is instead performed by the Association shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to be maintained by more than one (1) Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which the Limited Common Element is assigned.
- (ii) Any Common Expense or portion thereof imposed on the Association that benefits fewer than all the Units shall be assessed exclusively against the Unit or Units benefited.
- (iii) Any Common Expense for services provided by the Association to an individual Unit at the request of or with the authorization of a Unit Owner shall be assessed against the Unit that benefits from such service.

- (iv) The costs of insurance shall be assessed in proportion to risk. Any insurance premium increase attributable to a particular Unit by virtue of the occupancy of activities in or construction of the Unit shall be assessed against that Unit.
- (v) Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (vi) If any Common Expense is caused by the negligence or willful misconduct of a Unit Owner, tenant, guest or invitee of a Unit Owner or by the failure of a Unit Owner, tenant, guest or invitee of a Unit Owner to comply with the Association's Maintenance, Repair and Replacement Standards, as the same may be amended from time to time, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of 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. In the event that Connecticut General Statutes Section 47-257(e) is subsequently revised so as to provide that a different standard of conduct (other than gross negligence or willful misconduct) will authorize the Association to impose such assessment, the provisions of this section (vi) shall be deemed to have been amended to include such revised standard.
- (vii) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner.
- (viii) If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair, or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening another Unit or the Common Elements, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (ix) All reasonable attorneys' fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Community Documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as a Common Expense.
- (x) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all, of the Units including, but not limited to, the use of any Unit for the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is

assessed. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

- (xi) Portions of the cost of repairing or replacing Units that are allocated to individual Units under the provisions of this Declaration shall be assessed against the Unit or Units to which they are allocated.
- (xii) When a Unit Owner or his or her tenant moves in or out of a Unit, the purchaser of the Unit, or the Unit Owner in the case of a lease, shall pay the Association a fee in the amount of two hundred fifty dollars (\$250.00) to reimburse the Association for costs incurred by the Association including, but not limited to, administrative costs (such as record keeping, lease notifications, additional mailings of newsletters and notices), wear and tear on Common Elements that results from the moving in and out of a Unit and the removal of refuse that is generated as a result of such move. Such fees are enforceable against the Unit as a Common Expense.

(c) Collection of Common Expenses.

- (i) The Association has a statutory lien on a Unit for any assessment attributable to that Unit or fines imposed against its Unit Owner from the assessment or fine becomes due. 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. Reasonable attorneys' fees and costs, other fees, charges, late charges, fines and interest charged pursuant to the Act and other sums due the Association under the Declaration or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid assessments.
- (ii) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (A) liens and encumbrances recorded before the recordation of the Declaration; (B) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (C) 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 (B) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to the Declaration or the By-Laws which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien or for such greater period of time as provided in Section 47-258 of the Act, together with costs of suit and attorney's fees. This subsection does not affect the priority of mechanics, or material men's liens, or the priority of liens for other assessments made by the Association.
- (iii) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Article is required.

- (iv) 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 assessments become due; provided, that if an owner of a Unit subject to a lien under this Article 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.
- (i) This Article does not prohibit actions against Unit Owners to recover sums for which subsection (a) of this Article creates a lien (which actions shall not be deemed to constitute a waiver of such lien or the right to foreclose it) or prohibit the Association from taking a deed in lieu of foreclosure.
- (vi) A judgment or decree in any action brought under this Article shall include costs and reasonable attorney's fees for the prevailing party.
- (vii) The Association on request made in a Record 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 Board of Directors and every Unit Owner.
- (viii) The Association's lien may be foreclosed in like manner as a mortgage on real property. Provided, however, that the Association may not commence an action to foreclose its lien unless:
 - (A) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of Common Expense assessments based on the periodic budget last adopted by the Association;
 - (B) The Association has made a demand for payment in a Record;
And
 - (C) The Board of Directors has either voted to commence the foreclosure action specifically against the Unit or has adopted a standard policy that provides for foreclosure against that Unit.
- (ix) No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.
- (x) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from the 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.

- (xi) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
 - (xiii) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due or in such other order as the Board of Directors may determine, notwithstanding any designation or other indication from the Unit Owner as to how the payment is to be applied.
 - (xiv) Every aspect of a foreclosure, sale or other disposition under this section, including the method, advertising, time, date, place and terms, shall be commercially reasonable.
- (d) Transfer Assessment
- (i) As a contribution to the operating capital of the Association, the Association intends to levy on each Unit an assessment of not more than two (2) months of regularly budgeted assessments at the time of the sale (both the initial sale and subsequent re-sales) of any Unit. The periodic refreshment of the operating capital of the Association by means of this assessment will provide the Association with sufficient capital to pre-pay its bills, to maintain its credit, to pay unforeseen Common Expenses, to provide for the long-term financial viability of the Association and the value of the Units, or for any other purpose deemed necessary or appropriate by the Board of Directors.
 - (ii) Each Unit will be held and conveyed subject to the additional assessment provided by this subsection. This assessment shall be over and above the assessment for Common Expenses provided by the Act. It will run as a covenant real with the title of the Units forever as a common law assessment, benefiting and burdening the Units and benefiting the Common Elements, and not as an assessment authorized by the Act.
 - (iii) The assessment shall be secured by a lien in favor of the Association for the benefit of the other Unit Owners, which shall be subordinate only to first and second Security Interests on the Units imposed after the time that the lien occurs. This lien is automatically imposed as of the date of this Declaration. The Association intends that the lien shall have priority over all other liens, except the Association lien and those municipal and tax liens that have priority under law.
 - (iv) This assessment and lien are permitted pursuant to Section 47-207 of the Act as pursuant to the law of real property supplementing the Act.
 - (v) At the time a Unit is conveyed by transfer of title to another Unit Owner, an assessment is automatically due and payable to the Association. The amount of the assessment equals the Common Expenses assessment, based on the periodic budget adopted by the Association pursuant to

subsection (a) of Section 47-257 of the Act, which would have become due without acceleration within the two (2) months immediately preceding the transfer by conveyance, plus any costs and reasonable attorney's fees incurred by the prevailing party to enforce the collection of this assessment.

(vi) This lien is prior to all security interests in the Unit on or after the date on which the Unit was conveyed without payment of the transfer assessment as provided in this Section. This lien shall not affect the priority of liens for Security Interests attaching to the Unit on which the transfer assessment was paid before the date on which the Unit was conveyed, real property taxes and other governmental assessments, mechanics' or material men's liens, and liens for other assessments made by the Association. The recording of this Declaration constitutes record notice and perfection of this lien. No other recordation of any claim for this assessment is required.

(vii) This assessment shall not apply to conveyances by execution of mortgages and Security Interests, foreclosures of mortgages and security interests, deeds in lieu of foreclosure, or conveyances through estates, to members of an immediate family, by gift to a governmental entity, or by judicial order.

(viii) This lien may be foreclosed in the same manner as a mortgage on real Property. The lien and debt accrued hereby shall include costs and reasonable attorneys' fees for the prevailing party.

(e) Special Assessments; Emergency Assessments

(i) In addition to the assessment of Common Expenses authorized above, the Board of Directors may propose to levy a special assessment or special assessments for such purposes as the Board of Directors may deem appropriate, including, without limitation, for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located in or upon the Common Elements, including fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit.

(ii) Not later than thirty (30) days after the adoption of a proposed special assessment the Board of Directors shall provide a summary of the assessment to all Unit Owners. Unless the special assessment, together with all other special assessments and emergency assessments proposed by the Board of Directors in the same calendar year, exceeds fifteen percent (15%) of the annual budget, the special assessment is effective without approval of the Unit Owners. If the special assessment, together with all other special assessments and emergency assessments proposed by the Board of Directors in the same calendar year, exceeds fifteen percent (15%) of the annual budget, the Board of Directors shall set a date not less than ten (10) days nor more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the special

assessment. If, at such meeting or in the balloting, a majority of all Unit Owners votes to reject the assessment, the assessment shall be rejected; otherwise the assessment shall be approved, whether or not a quorum is present at the meeting or participating in the vote by ballot.

- (iii) If the Board of Directors determines, by a two-thirds (2/3) vote, that a special assessment is necessary to respond to an emergency, the special assessment is effective immediately in accordance with the terms of the vote. The Board of Directors must promptly provide notice of the emergency assessment to all Unit Owners. The Board of Directors may spend the funds raised by the emergency special assessment only for the purposes described in the vote.
- (iv) The Association may levy a special assessment against any Unit Owner to reimburse the Association for costs incurred in bringing any Unit Owner and his or her Unit into compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations of the Association. Any such special assessment may be levied upon approval by majority vote of the Board of Directors, after notice to the Owner and an opportunity for a hearing before the Board of Directors.

Article 26: Loan Agreements: Right to Assign Future Income

(a) At least fourteen (14) days prior to entering into any loan agreement on behalf of the Association, the Board of Directors shall: (i) disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense assessment, and (ii) afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Board of Directors with respect to such loan.

(b) The Association may enter into a loan agreement and assign its right to future income as security for such loan if, in addition to satisfying the requirements of subsection (a) of this Article, Unit Owners of Units to which at least a majority of the vote in the Association are allocated vote in favor of or agree to such assignment.

Article 27: Persons and Units Subject to Document

(a) Compliance with Documents: 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 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 reported on the Land Records of the City of Stamford are covenants running with the land and shall bind any persons having at any time any interest or estate in such unit.

(b) Adoption of Rules and Regulations: The Board of Directors may adopt Rules and Regulations regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, after Notice and Comment, subject to the provisions of the Act.

Article 28: Insurance

(a) Coverage: To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in sections 28(b) and 28(c) of this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors 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.

(b) Property Insurance

(i) Property Insurance Covering

(A) 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 under-surfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from Property policies

(B) All Personal Property owned by the Association.

(ii) Amounts: The project facilities for an amount equal to one hundred (100%) percent 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 Board of Directors 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.

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

(iv) Other Provisions: Insurance policies required by this section shall provide that:

(A) The insurer waives its right to subrogate under the policy against any Unit Owner or member of his or her household

(B) 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.

(C) 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.

- ((D) Loss shall be adjusted with the Association.
- (E) 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.
- (F) 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 of memorandum of insurance has been issued at their respective last known addresses.
- (G) The name of the insured shall be substantially as follows: "Heywood Heights Condominium Association, Inc., for the use and benefit of the individual owners."

(c) Liability Insurance: Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but in no event less than one million (\$1,000,000) dollars 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 or the Common Elements.

i Other Provisions – 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 or her interest in the Common Elements or membership in the Association.
- (B) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household.
- (C) 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.
- (D) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (E) The insurer may not cancel or refuse to renew the policy until 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 address.

(d) 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 thirty (30) 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 before the bond can be cancelled or substantially modified for any reason, except that if cancellation is for non-payment of premiums, only ten (10) days notice shall be required.

(e) Unit Owner Policies – An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

(f) Worker's Compensation Insurance - The Board of Directors shall obtain and maintain Worker's Compensation Insurance to meet the requirements of the State of Connecticut.

(g) Directors and Officers Liability Insurance – The Board of Directors 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 Board of Directors may, from time to time, determine.

(h) Other Insurance – The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

(i) Premiums – Insurance premiums shall be a Common Expense.

(j) Insurance Trustee – All insurance shall be payable to the Board of Directors, the Unit Owners and/or their mortgagees, as their respective interests appear. The Board of Directors may at any time by a majority vote of the Board of Directors or upon the request of any mortgagee holding mortgages on over twenty percent (20%) of the Units of the Condominium cause all insurance policies purchased by them covering Property losses to be paid to a duly organized bank, which bank is to be designated as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums, for failure to renew the policies, for the sufficiency of policies, or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the Unit Owners and their mortgagees. In the event of any damage, the Board of Directors shall cause the damage to the Units and/or the common areas to be repaired promptly, unless it shall be determined that the damages are not to be repaired under the provisions set forth herein. The Insurance Trustee or the Board of Directors, as the case may be, shall pay for said repairs out of the proceeds of said policies. If the proceeds are insufficient to pay for said repairs, any deficiency shall be a Common Expense charge. If the damage should be to the Units and the Units are not to be repaired then the proceeds of the policies shall be held for the owners of the damaged Units and their mortgagees, to be distributed to them as their interests may appear.

(k) Proceeds of Insurance Policies – The proceeds of insurance policies received by the Board of Directors or the Insurance Trustee shall be distributed as follows:

(i) All expenses of the Insurance Trustee shall be paid first.

- (ii) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended for the purpose of said repairs as hereinabove provided. If there are any proceeds remaining after defraying the cost of the Insurance Trustee and the cost of repairs, said proceeds shall be distributed to the beneficial owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgage
- (iii) If it is determined as hereinafter provided that the damage for which the proceeds are paid shall not be reconstructed or repaired or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distribute to the beneficial owners, remittance to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
- (iv) In making distribution to the Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the name of the Unit Owner and their respective shares of the distribution and as to whether or not the Building is to be reconstructed or repaired.

Article 29: Damage To or Destruction of Property

(a) **Duty to Restore:** Any portion of the property for which insurance is required under the Act 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:

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

(b) **Cost:** The cost of repair in excess of insurance proceeds shall be a Common Expense.

(c) **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 Board of Directors, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

(d) **Replacement of Less Than Entire Property**

- (i) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with remainder of the Common Interest Community.

- (ii) Except to the extent that other persons will be distributees.
 - (A) The insurance proceeds attributable to units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - (B) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (iii) 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 the Act; and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.
- (e) Certification by the Board of Directors: A trustee, if any, may rely on the following certifications in writing made by the Board of Directors:
 - (i) Whether or not damaged or destroyed property is to be repaired or restored;
 - (ii) 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.
- (f) Certificates by Attorneys: If payments are to be made to Unit Owners or mortgagees, the Board of Directors, 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 City of Stamford from the date of the recording of the original Declaration stating the name of the Unit Owners and the mortgagees.

Article 30: Rights to Notice and Comment, Notice and Hearing

- (a) Right to Notice and Comment: Before the Board of Directors amends the By-Laws, whenever the Documents required that an action be taken after "Notice and Comment", and at any other time the Board of Directors determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. The notice shall be given not less than five (5) days before the proposed action is to be taken. Provided, however, that notice must be given not less than ten (10) days before the Board of Directors adopts, amends or repeals a Rule. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.
- (b) Right to Notice and Hearing: Whenever the Documents 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 Board of Directors, 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.

(c) Appeals: Any person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the board of Directors within ten (10) days after being notified of the decision. The Board of Directors 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 31: BOARD OF DIRECTORS

(a) Powers and Duties. The Board of Directors may act on behalf of the Association and shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by the By-Laws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors:

- (i) Shall adopt and may amend By-Laws and may adopt and may amend Rules subject to the provisions of the Act;
- (ii) Shall adopt and may amend budgets, may adopt and amend special assessments;
- (iii) May collect assessments for Common Expenses from Unit Owners and may invest funds of the Association;
- (iv) May hire and discharge managing agents;
- (v) May hire and discharge employees, agents and independent contractors, other than managing agents;
- (vi) May institute, defend or intervene in litigation, arbitration, mediation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Community, subject to the provisions of the Act.
- (vii) May make contracts and incur liabilities;
- (viii) May regulate the use, occupancy, maintenance, repair, replacement and modification of Common Elements;
- (ix) May cause additional Improvements to be made as a part of the Common Elements;

- (x) May acquire, hold, encumber and convey in its own name any right, title or interest to real Property or personal Property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;
- (xi) May grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (xii) May impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements other than Limited Common Elements, and for services provided to Unit Owners; Declaration, By-Laws, or Rules and Regulations of the Association;
- (xiii) May impose charges or interest or both for late payment of assessment And, after Notice and Hearing, levy reasonable fines for violations of the Declaration, By-Laws or rules and regulations of the Association;
- (xiv) May impose reasonable charges including reasonable attorneys' fees, if incurred, for the preparation and recordation of amendments to the Declaration, resale certificates required by the Act or statements of unpaid assessments;
- (xv) May provide for the indemnification of Association officers and the Board of Directors and maintain directors' and officers' liability insurance;
- (xvi) Subject to the provisions of Article 26 of the Declaration and to the provisions of the Act, may assign the Association's right to future income, including the right to receive Common Expense assessments;
- (xvii) May exercise any other powers conferred by the Act, the Declaration or the By-Laws;
- (xviii) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (xix) May exercise any other powers necessary and proper for the governance and operation of the Association;
- (xx) If a tenant of a Unit Owner violates the Declaration, By-Laws 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 subsection (xiii) of this section;
 - (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 tenant for the 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 Connecticut General Statutes, if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and unit owner of that violation to the procedures for Notice and Hearing. Unless the lease otherwise provides, this section does not affect the rights that the Unit Owner has to enforce the lease or that the Association has under other law, or permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of the Declaration, By-Laws or Rules of the Association.
- (xxi) By resolution, may establish committees of Directors, permanent and standing, to perform any of the functions listed above under specifically delegated administrative standards as designated in the resolution establishing the committee, and may also, by resolution, dissolve committees. Any committee must maintain and send notice of its actions to Unit Owners and the Board of Directors. However, decisions of or actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within ten (10) days after a Unit Owner is notified of such decision or action, and such committee decision or action must be ratified, modified, or rejected by the Board of Directors at its next regular meeting.

In furtherance of the foregoing, such powers and duties of the Board of Directors shall also include, but shall not be limited to, the following:

- (xxii) Operation, care, upkeep and maintenance of the Common Elements;
- (xxiii) Determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Property and for the establishment of adequate reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable;
- (xxiv) Collection of the Common Expenses from the Unit Owners;
- (xxv) Opening of bank accounts on behalf of the Association and designating the signatories required thereafter;
- (xxvi) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Directors or its designee, on behalf of all Unit Owners;
- (xxvii) Obtaining necessary insurance for the property, including the Units;
and
- (xxviii) The Board of Directors shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association.

(b) Limitations.

The Board of Directors may not: (i) amend the Declaration except as provided in Section 47-236 of the Act; (ii) terminate the Condominium; (iii) elect members of the Board of Directors, except that the Board of Directors may fill vacancies in its membership for the unexpired portion of any term, or, if earlier, until the next regularly scheduled election of Board of Directors members; or (iv) determine the qualifications, powers and duties, or terms of office of Board of Directors members.

Article 32: Right of First Refusal:

(a) No Unit owner may effectively dispose of a Unit or any interest therein by sale or lease except to another Unit Owner in the Association without first offering the same for sale to the Board of Directors upon the terms and conditions hereinafter provided for. The provisions of this section shall not apply with respect to any sale, conveyance or lease by any Unit Owner of his interest to his spouse, to any of his or her children or to his or her parent or parents, or to his or her brothers or sisters or any one or more of them, nor shall it apply to any Unit owned by the sponsor.

(b) The Unit Owner intending to make a bona fide sale or lease of his or her Unit or an interest therein shall give to the Board of Directors notice of such intention together with the name and address of the intended purchaser or lessee and the terms and conditions of the sale or lease including the price. The Board of Directors shall thereafter have a period of ten (10) days within which they may buy or lease said Unit on the same terms and conditions as contained in the outside offer. If the Board of Directors is going to buy said Unit, then within said ten-day (10) period, the Board shall deliver or mail by registered mail to the Unit Owner an agreement to purchase said Unit upon said terms and conditions. The price shall be paid in cash, and the sale shall be closed within forty-five (45) days after the delivery of the notice of its intention to exercise the right of first refusal by the Board of Directors. If the Board of Directors is going to lease said Unit, then within said ten-day (10) period, the Board shall deliver or mail by registered mail to the Unit Owner an agreement to lease said unit upon the said terms and conditions. The lease shall start within forty-five (45) days after the delivery of the notice of its intention to exercise the right of first refusal by the Board of Directors. If the Board of Directors shall take the lease of the Unit, it shall have the right to sublease the Unit. Upon the failure of the Board of Directors to exercise said right of first refusal, the Unit Owner shall be free to sell or lease his unit without regard to the right of first refusal. If the proposed transaction is a lease, however, the lease must state that the lessee agrees to abide by all of the terms and conditions and covenants of the Declaration of the Condominium and these By-Laws and any Rules and Regulations as may hereafter be established from time to time by the Board of Directors of the Association.

(c) If the Board of Directors does not elect to exercise its right of first refusal within ten (10) days after receipt of the notice described in subparagraph (a) of this section, the Board of Directors shall, upon request of the Unit Owner, issue a certificate to be executed by the President and Secretary in recordable form, which certificate shall be delivered to the Unit Owner, indicating that the board of Directors does not desire to exercise its right of first refusal. Said certificate may be recorded in the office of the Town Clerk of the City of Stamford.

(d) In the event of a transfer of a Unit by gift, devise or inheritance, except a transfer conveyance by a Unit Owner of his or her interest to his or her spouse, children, parents, brothers or sisters as set forth in subparagraph (a) hereof or a transfer by the spouse, the Board of Directors shall have the right to approve or disapprove the acquisition of title by said gift, devise or inheritance. Within ten (10) days after receipt of a notice of a gift, devise or inheritance, the Board of Directors shall deliver or mail by registered mail to the Unit Owner or legal

representative of the Unit Owner its approval or disapproval of said gift, devise or inheritance signed by the President and Secretary. If the Board of Directors disapproves, it shall, in addition to the disapproval, deliver or mail by registered mail to the Unit Owner or the legal representative of the Unit Owner an offer to purchase the Unit on behalf of all the Unit Owners. The price to be paid in this event shall be the fair market value of the Unit, to be determined by arbitration in Connecticut in accordance with the then existing Rules of the American Arbitration Association. The purchase price in the event of such disapproval shall be paid in cash, and the sale shall be closed within forty-five (45) days after the notice of this gift, devise or inheritance as above provided, or within ten (10) days after the determination of the price to be paid by the arbitrators, whichever is later. The Board of Directors can enforce their rights to purchase said Unit and may obtain a judgment of specific performance of a sale upon the award rendered by the arbitrators in any court or competent jurisdiction. If the Board fails to purchase and pay for the Unit within forty-five (45) days of the ten (10) days as the case may be, then notwithstanding the Board disapproval, the gift, devise or inheritance shall be deemed to have been approved and the Board shall furnish the necessary certificates of approval as hereinabove provided.

(e) The provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company, mortgage company or savings and loan association which acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, mortgage company or saving and loan association which so acquires its title. Neither shall such provisions require the approval of the purchaser who acquires title to a unit at a duly authorized and advertised public sale with open bidding which is provided by law such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Article 33: 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 in accordance with Section 47-206 of the Act.

Article 34: Additions, Alterations or Improvements by the Unit Owners:

No Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit without the prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such owner's Unit within thirty (30) days after such request, but failure to do so within the stipulated time shall not constitute a consent by the Board of Directors to the proposed addition, alteration or improvement.

Article 35: 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.

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Schedule A

Building #	Unit #	Unit Types	# Rooms	Approx Gross Sq. Foot Area	Limited Common Element	% Interest in Undivided Common Element
<u>Building # 1</u>						
1	1	2 BR Lower Riverbank	5	1,095	Terrace	.5329
2	2	2 BR Upper Riverbank	5	1,095	Balcony	.5329
3	3	3 BR Lower Shippan	6	1,485	Terrace	.6945
4	4	3 BR Upper Shippan	6	1,485	Balcony	.6945
5	5	2 BR Duplex Willard	5	1,476	Terrace	.6670
6	6	2 BR Duplex Willard	5	1,476	Terrace	.6670
7	7	2 BR Lower Westover	5	1,173	Terrace	.5983
8	8	2 BR Upper Westover	5	1,173	Balcony	.5983
9	9	2 BR Lower Westover	5	1,173	Terrace	.5983
10	10	2 BR Upper Westover	5	1,173	Balcony	.5983
11	11	3 BR Duplex Roxbury	6	1,850	Terrace, Garage, Basement	.8237
<u>Building # 2</u>						
12	12	3 BR Duplex Roxbury	6	1,850	Terrace, Garage, Basement	.8237
14A	14A	2 BR Lower Westover	5	1,173	Terrace	.5983
14	14	2 BR Upper Westover	5	1,173	Balcony	.5983
15	15	2 BR Lower Westover	5	1,173	Terrace	.5983
16	16	2 BR Upper Westover	5	1,173	Balcony	.5983
17	17	2 BR Duplex Willard	5	1,476	Terrace	.6670
18	18	2 BR Duplex Willard	5	1,476	Terrace	.6670
19	19	3 BR Lower Shippan	6	1,485	Terrace	.6945
20	20	3 BR Upper Shippan	6	1,485	Balcony	.6945
21	21	2 BR Lower Riverbank	5	1,095	Terrace	.5329
22	22	2 BR Upper Riverbank	5	1,095	Balcony	.5329
<u>Building # 3</u>						
23	23	2 BR Lower Westover	5	1,202	Terrace	.5983
24	24	2 BR Upper Westover	5	1,202	Balcony	.5983
25	25	2 BR Lower Westover	5	1,202	Terrace	.5983
26	26	2 BR Upper Westover	5	1,202	Balcony	.5983
27	27	2 BR Lower Westover	5	1,202	Terrace	.5983
28	28	2 BR Upper Westover	5	1,202	Balcony	.5983
29	29	2 BR Lower Westover	5	1,202	Terrace	.5983
30	30	2 BR Upper Westover	5	1,202	Balcony	.5983

<u>Building #</u>	<u>Unit Types</u>	<u># Rooms</u>	<u>Foot</u> متر	<u>Limited Common Element</u>	<u>% Int. undiv Common Element</u>
<u>Building # 4</u>					
31	2 BR Lower Riverbank	5	1,095	Terrace	.5329
32	2 BR Upper Riverbank	5	1,095	Balcony	.5329
33	3 BR Lower Shippan	6	1,485	Terrace	.6945
34	3 BR Upper Shippan	6	1,585	Balcony	.6945
35	2 BR Lower Westover	5	1,173	Terrace	.5983
36	2 BR Upper Westover	5	1,173	Balcony	.5983
37	2 BR Lower Westover	5	1,173	Terrace	.5983
38	2 BR Upper Westover	5	1,173	Balcony	.5983
39	2 BR Duplex Willard	5	1,476	Terrace	.6670
40	2 BR Duplex Willard	5	1,476	Terrace	.6670
41	2 BR Lower Westover	5	1,202	Terrace	.5983
42	2 BR Upper Westover	5	1,202	Balcony	.5983
43	2 BR Lower Westover	5	1,202	Terrace	.5983
44	2 BR Upper Westover	5	1,202	Balcony	.5983
<u>Building # 5</u>					
45	2 BR Lower Riverbank	5	1,095	Terrace	.5329
46	2 BR Upper Riverbank	5	1,095	Balcony	.5329
47	3 BR Lower Shippan	6	1,485	Terrace	.6945
48	3 BR Upper Shippan	6	1,485	Balcony	.6945
49	2 BR Duplex Willard	5	1,476	Terrace	.6670
50	2 BR Duplex Willard	5	1,476	Terrace	.6670
51	2 BR Lower Westover	5	1,173	Terrace	.5983
52	2 BR Upper Westover	5	1,173	Balcony	.5983
53	2 BR Lower Westover	5	1,173	Terrace	.5983
54	2 BR Upper Westover	5	1,173	Balcony	.5983
55	3 BR Duplex Roxbury	6	1,850	Terrace, Garage, Basement	.8237
<u>Building # 6</u>					
56	2 BR Lower Westover	5	1,202	Terrace	.5983
57	2 BR Upper Westover	5	1,202	Balcony	.5983
58	2 BR Lower Westover	5	1,202	Terrace	.5983
59	2 BR Upper Westover	5	1,202	Balcony	.5983
60	2 BR Lower Westover	5	1,202	Terrace	.5983
61	2 BR Upper Westover	5	1,202	Balcony	.5983
62	2 BR Lower Westover	5	1,202	Terrace	.5983
63	2 BR Upper Westover	5	1,202	Balcony	.5983

<u>Building #</u>	<u>Unit Types</u>	<u># Rooms</u>	<u>Sq. Foot Area</u>	<u>Limited Common Element</u>	<u>% Int undiv Common Element</u>
<u>Building # 7</u>					
64	1 BR Lower Courtland	4	968	Terrace	.4331
65	1 BR Upper Westover	5	1,173	Balcony	.5983
66	2 BR Upper Westover	5	1,173	Balcony	.5983
67	1 BR Lower Courtland	4	968	Terrace	.4331
68	2 BR Upper Westover	5	1,173	Balcony	.5983
69	2 BR Upper Westover	5	1,173	Balcony	.5983
70	1 BR Lower Courtland	4	968	Terrace	.4331
71	2 BR Upper Westover	5	1,173	Balcony	.5983
72	2 BR Upper Westover	5	1,173	Balcony	.5983
73	1 BR Lower Courtland	4	968	Terrace	.4331
74	2 BR Upper Westover	5	1,173	Balcony	.5983
75	2 BR Upper Westover	5	1,173	Balcony	.5983
76	1 BR Lower Courtland	4	968	Terrace	.4331
77	2 BR Upper Westover	5	1,173	Balcony	.5983
78	2 BR Upper Westover	5	1,173	Balcony	.5983
79	1 BR Lower Courtland	4	968	Terrace	.4331
80	2 BR Upper Westover	5	1,173	Balcony	.5983
81	2 BR Upper Westover	5	1,173	Balcony	.5983
82	1 BR Lower Courtland	4	968	Terrace	.4331
83	2 BR Upper Westover	5	1,173	Balcony	.5983
84	1 BR Upper Westover	5	1,173	Balcony	.5983
85	1 BR Lower Courtland	4	968	Terrace	.4331
86	2 BR Upper Westover	5	1,173	Balcony	.5983
87	2 BR Upper Westover	5	1,173	Balcony	.5983
<u>Building # 8</u>					
88	2 BR Lower Westover	5	1,202	Terrace	.5983
89	2 BR Upper Westover	5	1,202	Balcony	.5983
90	2 BR Lower Westover	5	1,202	Terrace	.5983
91	2 BR Upper Westover	5	1,202	Balcony	.5983
92	1 BR Lower Hamilton	4	828	Terrace	.4469
93	1 BR Upper Hamilton	4	828	Balcony	.4469
94	1 BR Lower Hamilton	4	828	Terrace	.4469
95	1 BR Upper Hamilton	4	828	Balcony	.4469
96	2 BR Lower Westover	5	1,173	Terrace	.5983
97	2 BR Upper Westover	5	1,173	Balcony	.5983
98	2 BR Lower Westover	5	1,173	Terrace	.5983
99	2 BR Upper Westover	5	1,173	Balcony	.5983
100	1 BR Lower Hamilton	4	828	Terrace	.4469
101	1 BR Upper Hamilton	4	828	Balcony	.4469

	Unit Types	# Rooms	Foot _____a	Limited Common Element	% Int undiv Common Element
102	1 BR Lower Hamilton	4	828	Terrace	.4469
103	1 BR Upper Hamilton	4	828	Balcony	.4469
104	3 BR Lower Shippan	6	1,485	Terrace	.6945
105	3 BR Upper Shippan	6	1,485	Balcony	.6945
106	3 BR Lower Shippan	6	1,485	Terrace	.6945
107	3 BR Upper Shippan	6	1,485	Balcony	.6945
<u>Building # 9</u>					
108	2 BR Lower Westover	5	1,202	Terrace	.5983
109	2 BR Upper Westover	5	1,202	Balcony	.5983
110	2 BR Lower Westover	5	1,202	Terrace	.5983
111	2 BR Upper Westover	5	1,202	Balcony	.5983
112	1 BR Lower Hamilton	4	828	Terrace	.4469
113	1 BR Upper Hamilton	4	828	Balcony	.4469
114	1 BR Lower Hamilton	4	828	Terrace	.4469
115	1 BR Upper Hamilton	4	828	Balcony	.4469
116	2 BR Lower Westover	5	1,202	Terrace	.5983
117	2 BR Upper Westover	5	1,202	Balcony	.5983
118	2 BR Lower Westover	5	1,202	Terrace	.5983
119	2 BR Upper Westover	5	1,202	Balcony	.5983
<u>Building # 10</u>					
120	2 BR Duplex Willard	5	1,476	Terrace	.6670
121	2 BR Duplex Willard	5	1,476	Terrace	.6670
122	2 BR Lower Westover	5	1,173	Terrace	.5983
123	2 BR Upper Westover	5	1,173	Balcony	.5983
124	2 BR Lower Westover	5	1,173	Terrace	.5983
125	2 BR Upper Westover	5	1,173	Balcony	.5983
126	2 BR Duplex Willard	5	1,476	Terrace	.6670
127	2 BR Duplex Willard	5	1,476	Terrace	.6670
128	2 BR Lower Westover	5	1,202	Terrace	.5983
129	2 BR Upper Westover	5	1,202	Balcony	.5983
130	2 BR Lower Westover	5	1,202	Terrace	.5983
131	2 BR Upper Westover	5	1,202	Balcony	.5983
<u>Building # 11</u>					
132	2 BR Duplex Willard	5	1,476	Terrace	.6670
133	2 BR Duplex Willard	5	1,476	Terrace	.6670
134	2 BR Lower Westover	5	1,173	Terrace	.5983

	<u>Unit Types</u>	<u># Rooms</u>	<u>Sq. Foot Area</u>	<u>Limited Common Element</u>	<u>% Int undiv Common Element</u>
135	2 BR Upper Westover	5	1,173	Balcony	.5983
136	2 BR Lower Westover	5	1,173	Terrace	.5983
137	2 BR Upper Westover	5	1,173	Balcony	.5983
138	2 BR Duplex Willard	5	1,476	Terrace	.6670
139	2 BR Duplex Willard	5	1,476	Terrace	.6670
140	2 BR Lower Westover	5	1,202	Terrace	.5983
141	2 BR Upper Westover	5	1,202	Balcony	.5983
142	2 BR Lower Westover	5	1,202	Terrace	.5983
143	2 BR Upper Westover	5	1,202	Balcony	.5983
<u>Building # 12</u>					
144	3 BR Lower Shippan	6	1,485	Terrace	.6945
145	3 BR Upper Shippan	6	1,485	Balcony	.6945
146	3 BR Lower Shippan	6	1,485	Terrace	.6945
147	3 BR Upper Shippan	6	1,485	Balcony	.6945
148	2 BR Lower Westover	5	1,202	Terrace	.5983
149	2 BR Upper Westover	5	1,202	Balcony	.5983
150	2 BR Lower Westover	5	1,202	Terrace	.5983
151	2 BR Upper Westover	5	1,202	Balcony	.5983
152	3 BR Lower Shippan	6	1,485	Terrace	.6945
153	3 BR Upper Shippan	6	1,485	Balcony	.6945
154	3 BR Lower Shippan	6	1,485	Terrace	.6945
155	3 BR Upper Shippan	6	1,485	Balcony	.6945
<u>Building # 13</u>					
156	2 BR Lower Westover	5	1,202	Terrace	.5983
157	2 BR Upper Westover	5	1,202	Balcony	.5983
158	2 BR Lower Westover	5	1,202	Terrace	.5983
159	2 BR Upper Westover	5	1,202	Balcony	.5983
160	1 BR Lower Hamilton	4	828	Terrace	.4469
161	1 BR Upper Hamilton	4	828	Balcony	.4469
162	1 BR Lower Hamilton	4	828	Terrace	.4469
163	1 BR Upper Hamilton	4	828	Balcony	.4469
164	2 BR Lower Westover	5	1,202	Terrace	.5983
165	2 BR Upper Westover	5	1,202	Balcony	.5983
166	2 BR Lower Westover	5	1,202	Terrace	.5983
167	2 BR Upper Westover	5	1,202	Balcony	.5983

Schedule A

Designation of Garage Units

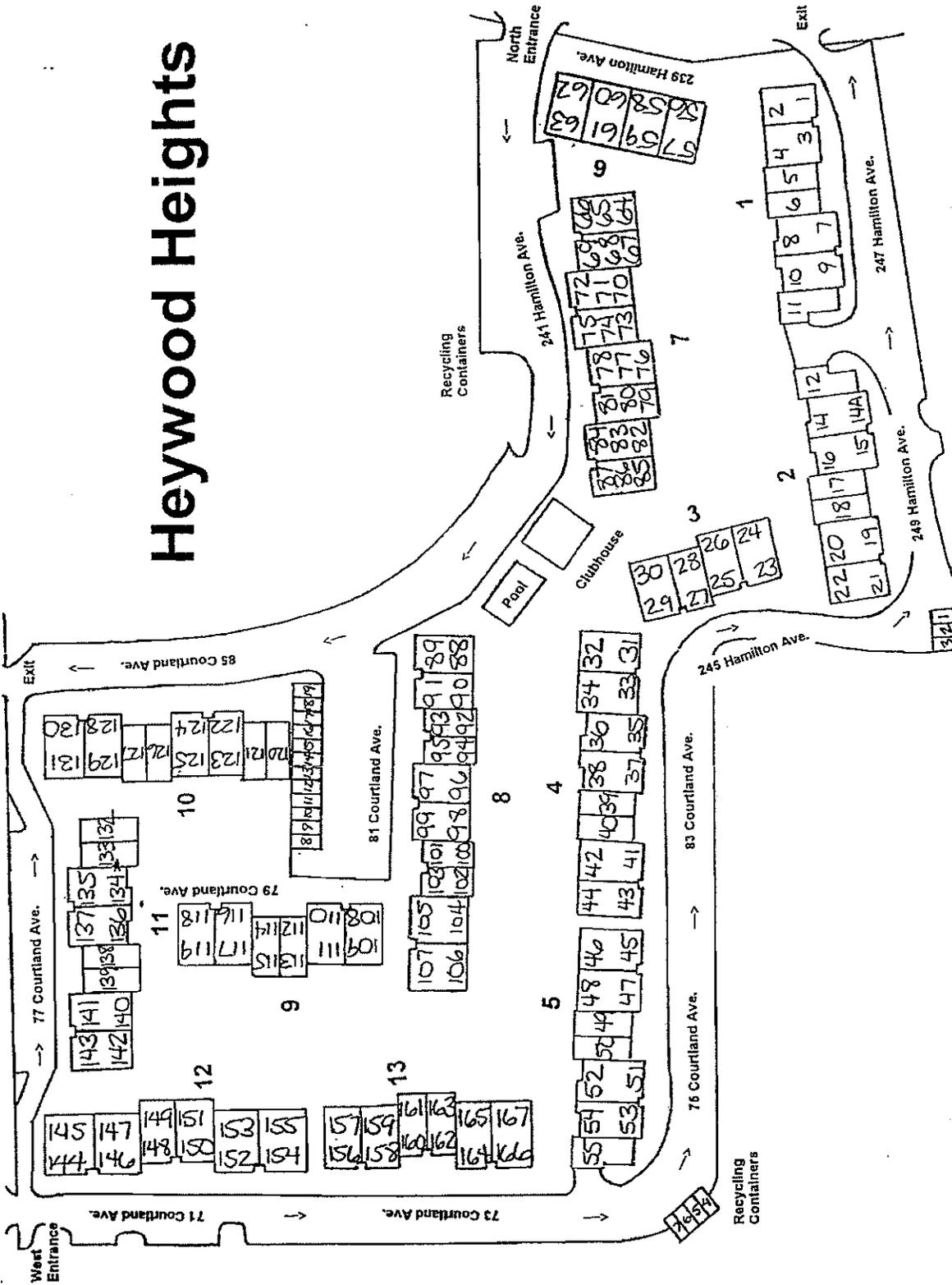
	<u>Unit Types</u>	<u># Rooms</u>	<u>Approx Gross Sq. Foot Area</u>	<u>Limited Common Element</u>	<u>% Interest in Undivided Common Element</u>
<u>Building # 1</u>					
G- 1	1 Car Garage	1 Stall	223.3	None	.0343
G- 2	1 Car Garage	1 Stall	223.3	None	.0343
G- 3	1 Car Garage	1 Stall	223.3	None	.0343
<u>Building # 2</u>					
G- 4	1 Car Garage	1 Stall	223.3	None	.0343
G- 5	1 Car Garage	1 Stall	223.3	None	.0343
G- 6	1 Car Garage	1 Stall	223.3	None	.0343
G- 7	1 Car Garage	1 Stall	223.3	None	.0343
<u>Building # 3</u>					
G- 8	1 Car Garage	1 Stall	223.3	None	.0343
G- 9	1 Car Garage	1 Stall	223.3	None	.0343
G-10	1 Car Garage	1 Stall	223.3	None	.0343
G-11	1 Car Garage	1 Stall	223.3	None	.0343
G-12	1 Car Garage	1 Stall	223.3	None	.0343
G-14A	1 Car Garage	1 Stall	223.3	None	.0343
G-14	1 Car Garage	1 Stall	223.3	None	.0343
G-15	1 Car Garage	1 Stall	223.3	None	.0343
G-16	1 Car Garage	1 Stall	223.3	None	.0343
G-17	1 Car Garage	1 Stall	223.3	None	.0343
G-18	1 Car Garage	1 Stall	223.3	None	.0343
G-19	1 Car Garage	1 Stall	223.3	None	.0343

Schedule A-1

Heywood Heights

Unit Numbering Plan

Heywood Heights



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Schedule B

Description of Land

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the City of Stamford, County of Fairfield, and State of Connecticut, more particularly shown and designated on a map entitled "*Map Showing 'Heywood Heights'*" prepared for Largo Heywood Co., Stamford, Conn", which map is on file in the Office of the Town Clerk of the City of Stamford as Map 8945, said premises being more particularly bounded and described as follows:

NORTHERLY: By Hamilton Avenue, as shown on said map, 330.47 feet; EASTERLY: By land now or formerly of Hamilton West Partnership, as shown on said map, 471.46 feet; SOUTHERLY: By land now or formerly of Hamilton Gardens, as shown on said map, 199.28 feet; EASTERLY AGAIN: By land now or formerly of Hamilton Gardens, as shown on said map, 447.71 feet; SOUTHERLY AGAIN: BY land now or formerly of Nestledown Realty Inc., as shown on said map, 538.886 feet; WESTERLY: BY Courtland Avenue, as shown on said map, 459.64 feet; NORTHERLY, NORTHWESTERLY and WESTERLY: By land now or formerly of William Anderson, as shown on said map, 502.42 feet; SOUTHERLY AGAIN: By land now or formerly of William Anderson, as shown on said map, 39.12 feet; EASTERLY AGAIN: By land now or formerly of 256.03 feet.

Said premises are subject to the following easements and grants;

1. Grant from Low-Heywood School, Inc., to the Connecticut Power Company, dated January 3, 1952, recorded January 4, 1952, in Book 669 at page 578 of the Stamford Land Records.
2. Grant from Low-Heywood School, Inc., to the Connecticut Power Company, dated November 2, 1961, and recorded November 5, 1961, in Book 674 at page 8 of the Stamford Land Records.
3. Easement in favor of the Stamford Water Company more particularly set forth in the Book 1168 at page 298 of the Stamford Land Records.
4. Easements to the Hartford Electric Light Company as appear of record.
5. Sanitary sewer easements as appear on said recorded map above referred to.
6. Zoning and planning rules, regulations and ordinances of the City of Stamford.

Schedule C

Description of Buildings

To the best knowledge and belief of Heywood Heights Condominium Association, Inc., the following description is accurate but it is stressed that it did not construct the condominium project.

Twelve two-story buildings and one two and one-half story building containing residential units, three one-story buildings containing garage units, and a community recreational building with an adjacent swimming pool are constructed on the land described in Schedule B.

The buildings are of frame construction with a 4" brick veneer and redwood or cedar siding. The buildings are constructed on concrete footings and concrete block foundation walls with a crawl space between the ground and the building floor joists. Exterior walls have foil blocked 3" fiberglass insulation. The first and second floors have plywood sheeting over the floor joists. Carpeting covers the flooring except in the kitchens and bathrooms. Kitchens have vinyl asbestos flooring. Bathrooms have ceramic tile floors. Roofing is fireproofed protection with wood shingles, 6" fiberglass insulation is in the second floor ceilings. Interior partitions and ceilings are covered with wall board, taped and painted. Double sound wall partitions are provided for party walls between adjacent units.

Westover units have two bedrooms, 1 ½ baths. Hamilton and Courtland units have one bedroom and one full bath. Willard units are duplex and have two bedrooms, 2 ½ baths. Roxbury units are duplex with three bedrooms, 2 ½ baths. Riverbank units have two bedrooms, one full bath. Shippan units have three bedrooms and 2 baths.

Balconies are only for upper story units. Terraces are attached to all ground floor units.

All units are heated and air conditioned by individual heating and cooling units.

Each building has one or more mechanical rooms for the water heaters and electric meters.

There are common hallways which are illuminated.

The recreation building is one story in height consisting of frame construction with brick veneer. It has a wood shingle roof and is sheet-rocked. The basement has a poured concrete floor and concrete block walls. This building has two tiled baths, showers and saunas..

The swimming pool is gunite construction and contains a concrete walk around it not less than three feet in width. The pool has a filtration system.

There are three garage buildings containing a total of nineteen (19) garages constructed on the premises. These garages are individual units in the condominium and each has its own percentage interest in the undivided common elements. The garages have poured concrete floors, footings and foundations. The exterior walls of each garage building are of concrete block construction with brick veneer facing on the outside walls. They have wood shingle roofs. Each garage is separated from the next, making it an enclosed space by a wood studded partition which is sheet-rocked on both sides, except that the partition between every fourth garage is of concrete block construction. The garages have overhead wood doors at the entrances.

Amended and Restated

By-Laws

Heywood Heights Condominium Association, Inc.

Date: Ratified and confirmed by Board July 20, 2011

Amended and Restated

By-Laws

Heywood Heights Condominium Association, Inc.

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AMENDED AND RESTATED

BY-LAWS

HEYWOOD HEIGHTS CONDOMINIUM ASSOCIATION, INC.

The Restated By-Laws of Heywood Heights Condominium Association, Inc., dated February 1, 1980, and recorded on February 4, 1980, in Volume 1917 at Page 168 of the Stamford Land Records, which were amended by Amendment dated April 2, 1986, and recorded on February 20, 1987, in Volume 2975 at Page 241 of said Land Records, having been further amended by unanimous vote of the Board of Directors of Heywood Heights Condominium Association, Inc. following Notice and Comment to all Unit Owners are hereby restated to reflect such amendments.

Definitions of terms initially capitalized will be as designated in the Declaration.

SECTION 1: Identity

These are the By-Laws of Heywood Heights Condominium Association, Inc., herein called the "Association", a corporation not organized for profit and existing under the laws of the State of Connecticut.

SECTION 2: Office

The office of the Association and the Board of Directors shall be located within the Common Interest Community grounds or at such other place as may be designated by the Board of Directors, including the office of the Association's management company.

SECTION 3: Board of Directors

(a) Number and Qualification. The affairs of the Common Interest Community and the Association shall be governed by a Board of Directors which shall consist of seven (7) persons, each of whom shall be a Unit Owner or the spouse of a Unit Owner, provided that such spouse resides in Heywood Heights. No more than one (1) Unit Owner or spouse per Unit may serve as a Director. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be the Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these By-Laws or the Corporation Laws of the State of Connecticut.

(b) Powers and Duties. The Board of Directors may act on behalf of the Association and shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors:

- (i) Shall adopt and may amend By-Laws and may adopt and may amend Rules, subject to the provisions of the Common Interest Ownership Act ("CIOA");

- (ii) Shall adopt and may amend budgets, may adopt and amend special assessments;
- (iii) May collect assessments for Common Expenses from Unit Owners and may invest funds of the Association;
- (iv) May hire and discharge managing agents;
- (v) May hire and discharge employees, agents and independent contractors, other than managing agents;
- (vi) May institute, defend or intervene in litigation, arbitration, mediation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Community, subject to the provisions of CIOA;
- (vii) May make contracts and incur liabilities;
- (viii) May regulate the use, occupancy, maintenance, repair, replacement and modification of Common Elements;
- (ix) May cause additional Improvements to be made as a part of the Common Elements;
- (x) May acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of CIOA;
- (xi) May grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (xii) May impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements other than Limited Common Elements, and for services provided to Unit Owners;
- (xiii) May impose charges or interest or both for late payment of assessment and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, By-Laws, or rules and regulations of the Association;
- (xiv) May impose reasonable charges including reasonable attorneys' fees, if incurred, for the preparation and recordation of amendments to the Declaration, resale certificates required by CIOA or statements of unpaid assessments;
- (xv) May provide for the indemnification of Association officers and Board of Directors and maintain directors' and officers' liability insurance;

- (xvi) Subject to the provisions of Article 26 of the Declaration and to the provisions of CIOA, assign the Association's right to future income, including the right to receive Common Expense assessments;
- (xvii) May exercise any other powers conferred by CIOA, the Declaration or the By-Laws;
- (xviii) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (xix) May exercise any other powers necessary and proper for the governance and operation of the Association;
- (xx) If a tenant of a Unit Owner violates the Declaration, By-Laws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:
- i Exercise directly against the tenant the powers described in subsection (xiii) of this section;
 - ii 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
 - iii Enforce any other rights against the tenant for the 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 Connecticut General Statutes, if the tenant or Unit Owner fails to cure the violation within ten (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 affect the rights that the Unit Owner has to enforce the lease or that the Association has under other law, or permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of the Declaration, By-Laws or Rules of the Association.
- (xxi) By resolution, may establish committees of Directors, permanent and standing, to perform any of the functions listed above under specifically delegated administrative standards as designated in the resolution establishing the committee, and may also, by resolution, dissolve committees. Any committee must maintain and publish notice of its actions to Unit Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified, or rejected by the Board of Directors at its next regular meeting.

In furtherance of the foregoing, such powers and duties of the Board of Directors shall also include, but shall not be limited to, the following:

- (i) Operation, care, upkeep and maintenance of the Common Elements;
- (ii) Determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of adequate reserves to provide for maintenance, Improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable;
- (iii) Collection of the Common Expenses from the Unit Owners;
- (iv) Opening of bank accounts on behalf of the Association and designating the signatories required thereafter;
- (v) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Directors or its designee, on behalf of all Unit Owners;
- (vi) Obtaining necessary insurance for the property, including the Units; and
- (vii) The Board of Directors shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association.

(c) Election and Term of Office. At each annual meeting of the Unit Owners, three (3) or four (4) directors, as the case may be, shall be elected for a three-year (3) term, and the terms of at least one-third (1/3) of the members of the Board of Directors shall expire annually. The Directors shall hold office until their successors have been elected by the Unit Owners. At any meeting at which the Board members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these By-Laws and the Non-Stock Corporation Laws of the State of Connecticut.

(d) Limitations. The Board of Directors may not: (i) amend the Declaration except as provided in Section 47-236 of CIOA; (ii) terminate the Condominium; (iii) or elect members of the Board of Directors, except that the Board of Directors may fill vacancies in its membership until the next regularly scheduled election of the Board of Directors; or (iv) determine the qualifications, powers and duties, or terms of office of members of the Board of Directors.

(e) Amendments to the Declaration required by CIOA to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

(f) The Board of Directors, or its officers, may delegate powers and duties to a manager employed by the Association only the powers set forth above in subparagraph (b) subsections (iii), (v), (vii) and (viii) as set forth on page 2 of this document.

(g) Rules Affecting the Units. The Association may adopt Rules and Regulations that affect the use or occupancy of Units only to:

- (i) prevent the use of a Unit which violates the Declaration;
- (ii) 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
- (iii) 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 any use or occupancy of Units.

(h) Standard of Care. In the performance of their duties, the officers and members of the Board of Directors are required to exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized under Chapter 602 of the Connecticut General Statutes (the Revised Non-stock Corporation Act) and are subject to the conflict of interest rules governing directors and officers under Chapter 602. A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner he or she reasonably believes to be in the best interest of the corporation.

(i) Removal of Director. Notwithstanding any provision of the Declaration or By-Laws, Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, or voting by ballot pursuant to Section 5 (k) (iv) of these By-Laws, Unit Owners may remove any member of the Board of Directors with or without cause if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that the Unit Owners may not consider whether to remove a member of the Board of Directors unless that subject was listed in the notice of the meeting or in the notice of the vote by ballot. At any meeting at which a vote to remove a member of the Board of Directors is to be taken, the member being considered for removal must have a reasonable opportunity to speak before the vote. If the vote is taken by ballot without a meeting pursuant to Section 5 (k) (iv), the member being considered for removal shall be given a reasonable opportunity to deliver information to Unit Owners as provided in that subsection.

(j) Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining Directors at a regular meeting or a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Director whose term he or she is filling or, if earlier, until the next regularly scheduled election of the Board of Directors.

(k) Compensation. No officer or member of the Board of Directors may receive a fee from the Association for acting as such except that Directors may be reimbursed for necessary expenses actually incurred in connection with his or her duties.

(l) Meetings of the Board of Directors. The following requirements apply to meetings of the Board of Directors and to committees of the Association authorized to act for the Association:

(i) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two (2) meetings shall be held each year. Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the Secretary shall give notice of each Board of Directors meeting to each Board member and to Unit Owners at least five (5) days before the meeting and shall state the time, date, place, and agenda of the meeting. Provided, however, that at least ten (10) days before adopting, amending or repealing a rule, the Board of Directors shall give all Unit Owners notice of:

- i - Its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and
- ii - A date on which the Board of Directors will act on the proposed rule or amendment after considering comments from Unit Owners.

Notices shall be given by mail, hand delivery, electronic mail or facsimile. Regular meetings may be set by a schedule adopted by resolution of the Board of Directors and no further notice will be required.

(ii) Special meetings may be called by the President or a majority of Directors on at least five (5) days notice to each member of the Board of Directors and to Unit Owners, which notice shall state the time, place and purpose of the meeting.

(iii) Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him or her of the time and place thereof.

(iv) Meetings of the Board of Directors shall be open to Unit Owners and to representatives designated by Unit Owners, except as provided in section (m) below. At each meeting of the Board of Directors, the Board of Directors shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Community or the Association.

- (v) If any materials are distributed to the Board of Directors before the meeting, the Board of Directors at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Board of Directors need not make available copies of unapproved minutes or materials that are to be considered in executive session.
- (vi) The Board of Directors may meet by telephonic, video, or other conferencing process if
 - i - the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and
 - ii - the process provides all Unit Owners with the opportunity to hear or perceive the discussion and offer comments.
- (vii) Instead of meeting, the Board of Directors may act by unanimous consent documented in a Record authenticated by all its members. The Secretary shall give prompt notice to all Unit Owners of any action taken by unanimous consent.
- (viii) At all meetings of the Board of Directors Roberts' Rules of Order shall be followed unless two-thirds (2/3) of the members of the Board of Directors vote to suspend those rules.

(m) Executive Sessions: Meetings of the Board of Directors may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, only to: (i) consult with the association's attorney concerning legal matters; (ii) discuss existing or potential litigation or mediation, arbitration, or administrative proceedings; (iii) discuss labor or personnel matters; (iv) 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 (v) prevent public knowledge of the matter to be discussed if the Board of Directors or committee determines that public knowledge would violate the privacy of any person.

No final vote or action may be taken during an executive session.

(n) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present at the time of the vote shall constitute a valid decision. If at any meeting of the Board of Directors there shall be less than a quorum present, the meeting shall be adjourned to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

A Director may participate in a meeting of the Board of Directors through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A member participating in a meeting in this manner is deemed to be present in person at the meeting.

(o) Liability of the Board of Directors.

(i) A Director shall be indemnified for any action taken or any failure to take action, except to the extent of such limitations, under the Connecticut Revised Non-stock Corporation Act or the Common Interest Ownership Act, as are currently in effect or as these Acts may be amended. No amendment, modification or repeal of this provision shall adversely affect any right or protection of a Director that exists at the time of that amendment, modification or repeal.

(ii) The Unit Owners shall indemnify and hold harmless each Director against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his or her interest in the

(p) Manager. The Association may employ a manager for the Community at a compensation established by the Board of Directors. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors and to fulfill the requirements of the budget.

SECTION 4: Officers

(a) Designation. The principal officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. The Board of Directors may appoint an Assistant Treasurer, Assistant Secretary, and such other officers as in its judgement it may deem necessary. The President, Vice President and the Treasurer, but no other officers, must be members of the Board of Directors.

(b) Election of Officers. The Board of Directors shall elect its officers. The Directors and officers shall take office upon election. The officers of the Association shall be elected at each annual organization meeting of the Board of Directors.

(c) President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Unit Owners and the Board of Directors, and shall hold the general powers and duties which are incident to the office of a president of a non-stock corporation, including, but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of Treasurer in the absence of the Treasurer. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(d) Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. The Vice President shall also perform such other duties as may be imposed upon him or her by the Board of Directors or the President.

(e) Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors and shall have charge of such books and records as the Board of Directors may direct. He or she shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the By-Laws on behalf of the Association following authorization or approval of the particular amendment as applicable.

(f) Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for the keeping of full and accurate records and books of account, and he or she shall, in general, perform all of the duties incident to the office of a treasurer of a non-stock corporation. The Treasurer shall, at the expense of the Association, furnish such bond as may be required by the Board of Directors.

(g) Signing Authority. Except as provided above, all agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors.

(h) Compensation. No officer may receive compensation or an abatement of or exemption from the payment of common charges or assessments from the Association for acting as such officer, except that an officer may be reimbursed for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

(i) Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and his or her successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

SECTION 5: Unit Owners

(a) Annual Meetings. Annual meetings of the Unit Owners shall be held during the month of October, on a date chosen by the Board of Directors.

(b) Budget Meetings. Meetings of Unit Owners to consider proposed budgets shall be called within sixty (60) days prior to the start of a new fiscal year. The budget may be considered at Annual or Special Meetings called for other purposes as well.

(c) Special Meetings. Special meetings of the Association may be called by the President, a majority of the Board of Directors, or if Unit Owners having at least twenty (20%) percent of the votes in the Association request that the Secretary call the meeting. No business shall be transacted at a special meeting except as stated in the notice. If the Association does not notify Unit Owners of a special meeting within fifteen (15) days after the requisite percentage of Unit Owners request the Secretary to do so, the requesting Unit Owners may directly notify all the Unit Owners of the meeting.

(d) Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors. Meetings may be conducted by telephonic, video or other conferencing process if:

- (i) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and
- (ii) the process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments.

(e) Notice of Meetings. Not less than ten (10), nor more than sixty (60), days in advance of any meeting, the Secretary or other officer specified by the President shall cause notice to be provided to Unit Owners in accordance with the provisions of Section 8 of these By-Laws.

(f) Waiver of Notice

- (i) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.
- (ii) Attendance by a Unit Owner at any meeting of the Unit Owners
 - i - shall constitute a waiver of notice unless the Unit Owner at the beginning of a meeting objects to holding the meeting, or transacting business at the meeting; and

- ii - shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

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

(h) Unit Owner Comment Period. Unit Owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Community or the Association.

(i) Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meeting as far as practicable shall be:

- (i) Calling of the roll and certifying the proxies.
- (ii) Proof of notice of meeting or waiver of notice.
- (iii) Reading and disposal of any unapproved minutes.
- (iv) Receiving reports of officers.
- (v) Receiving reports of committees.
- (vi) Announcement of inspectors of election (when required).
- (vii) Nominations from the floor.
- (viii) Election of members of the Board of Directors (if necessary).
- (ix) Old business.
- (x) New business including results of Election.
- (xi) Adjournment.

At all meetings of the Unit Owners Roberts' Rules of Order shall be followed unless two-thirds (2/3) of the votes allocated to owners present at any meeting vote to suspend those rules.

(i) Majority of Votes. Except as provided in subsection (iv) of section (k) of this Section 5, a vote of the majority of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by the Declaration, these By-Laws or by law.

(k) Method of Voting.

(i) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast the vote allocated to that Unit. If more than one of the owners is present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(ii) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Board of Directors or By-Laws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(iii) The vote allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this subparagraph only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter term. A person may not cast votes representing more than fifteen (15%) percent of the votes in the Association pursuant to undirected proxies.

(iv) Votes may be conducted without a meeting, by electronic or paper ballot, in which event, the following requirements apply:

- i The Association shall notify the Unit Owners that the vote will be taken by ballot.
- ii The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter.
- iii The ballot must set forth each proposed action or office to be filled and provide an opportunity to vote for or against the action or the candidates for office.

iv When the Association delivers the ballots, it shall also:

(A) indicate the number of responses needed to meet the quorum requirements;

(B) state the percentage of votes necessary to approve each matter other than election of directors;

(C) specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and

(D) describe the time, date, and manner by which Unit Owners wishing to deliver information to all Unit Owners regarding the subject of the vote may do so.

(E) A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote.

(F) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action,

(v) No vote allocated to a Unit owned by the Association may be cast.

(l) Quorum. Except as otherwise provided in these By-Laws or in the Declaration, a quorum is present throughout any meeting of the Unit Owners if persons entitled to cast twenty percent (20%) of the votes in the Association are present in person or by proxy at the beginning of the meeting.

SECTION 6: Records

(a) The Association shall maintain the following records:

- (i) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records in accordance with generally accepted accounting principles.
- (ii) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a Record of all actions taken by the Unit Owners or Board of Directors without a meeting, and a Record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
- (iii) The names of Unit Owners in a form that permits preparation of a list of the names of all owners, and the addresses, at which the Association communicates with them, in alphabetical order, showing the percentage of ownership of each Unit.
- (iv) Its original or restated organizational Documents, By-Laws and all amendments to them, and all Rules currently in effect.

- (v) All financial statements and tax returns of the Association for the past three (3) years;
- (vi) A list of the names and addresses of its current Board of Directors members and officers;
- (vii) Its most recent annual report delivered to the Secretary of the State, if any;
- (viii) Financial and other records sufficiently detailed to enable the association to comply with Section 47-270 of CIOA;
- (ix) Copies of current contracts to which it is a party;
- (x) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and
- (xi) Ballots, proxies, and other records related to voting by Unit Owners for one (1) year after the election, action, or vote to which they relate

(b) Records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, his or her duly authorized agents or attorneys and Eligible Mortgagees, at the expense of the Unit Owner or Eligible Mortgagee, during reasonable business hours or at a mutually convenient time and location and after five (5) days' notice in a Record identifying the specific records of the Association that are requested.

(c) Records retained by the Association shall be withheld from inspection and copying to the extent that they concern:

- (i) Personnel, salary, and medical records relating to specific individuals unless waived by the persons to whom those records relate; or
- (ii) Information, the disclosure of which would violate law.

(d) Records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- (i) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated.
- (ii) Existing or potential litigation or mediation, arbitration or administrative proceedings.
- (iii) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, By-Laws or Rules;

- (iv) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (v) Records of an executive session of the Board of Directors or
- (vi) Individual Unit files other than those of the requesting owner.

(e) The Association may charge a reasonable fee for providing copies of any records under this section and for supervising the Unit Owner's inspection thereof.

(f) A right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner.

(g) The Association is not obligated to compile or synthesize information.

(h) Information provided pursuant to this section may not be used for commercial purposes.

SECTION 7: Insurance

All provisions relating to insurance are to be found in the Declaration and the same are hereby incorporated by reference to the same extent and effect as if set forth herein verbatim.

SECTION 8: Notice To Unit Owners

(a) The Association shall deliver any notice required to be given by the Association hereunder to any mailing or electronic mail address a Unit Owner designates, except that the Association may also deliver notices by:

- (i) Hand delivery to each Unit Owner;
- (ii) Hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit; or
- (iii) Any other method reasonably calculated to provide notice to the Unit Owner.

(b) Notices are effective when sent. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

(c) The notice of any meeting shall state the time, date and place of the meeting and the items on the agenda, including a statement of the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes and any proposal to remove an officer or member of the Board of Directors. No action shall be adopted at a meeting except as stated in the notice.

SECTION 9: Amendment of the By-Laws

The By-Laws may be amended only by vote of two-thirds (2/3) of the members of the Board of Directors following Notice and Comment to all Unit Owners at a meeting duly called for such purpose.

SECTION 10: Conflicts

These Amended and Restated By-Laws are set forth to comply with the requirements of CIOA, as the same may be amended. In the case of any conflict between these Amended and Restated By-Laws and the provisions of CIOA or of the Declaration, the provisions of CIOA shall control.

SECTION 11: Miscellaneous

(a) Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or effect of the balance of these By-Laws.

(b) Captions. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

(c) Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

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Collection Policy

Of

Heywood Heights Condominium Association, Inc.

Date: Ratified and confirmed by Board July 20 2011

COLLECTION POLICY
Heywood Heights Condominium Association, Inc.

The following constitutes the Collection Policy of Heywood Heights Condominium Association, Inc., adopted by vote of the Board of Directors on July 20, 2011, and effective as of October 19, 2011, after Notice and Comment by Unit Owners.

- **Common Charges**
Common charges are due on the first day of each month. If a common charge payment is not received by the fifteenth (15th) day of any month, a late charge of Twenty-five dollars (\$25.00) per month will be imposed until the Unit Owner's account has been paid in full.

- **Special Assessments**
Special assessments shall be due on the date(s) specified by the Board of Directors as specified in the Notice of Special Assessment. If a special assessment is not received within the time specified, a late charge of Twenty-five dollars (\$25.00) per month will be imposed until the Unit Owner's account is paid in full.

- **Returned Checks**
All checks returned for insufficient funds shall result in a charge of Fifty dollars (\$50.00).

- **Delinquent Accounts**
The following actions will be taken with regard to delinquent accounts:
 - When an account is delinquent for thirty (30) days, the Association's management company will send a demand letter.
 - When an account is delinquent for sixty (60) days, the Association's attorney will be directed to send a demand letter.
 - When an account is delinquent for ninety (90) days, the Association's attorney will be directed to commence a foreclosure action against the Unit Owner, provided that demand letters shall first have been sent to the Unit Owner and provided that, at the time of the commencement of the foreclosure action, the Unit Owner must owe a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association.

- Unit Owners shall be responsible for the payment of reasonable attorney's fees and costs incurred by the Association in connection with the collection of their delinquent accounts.

- Defaults

Default in the payment of a monthly installment shall permit the Association to accelerate the remainder of the annual assessments.

- Payment Received

Any payments received on account will be applied in the following order:

- 1) to the delinquent assessment;
- 2) to any late fees accrued by the Association;
- 3) to any costs and reasonable attorneys' fees incurred in collection;

The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

- Suspension of Rights due to Failure to Pay

The Board of Directors may suspend any right or privilege of a Unit Owner who fails to pay an assessment, including the right to use Association amenities, after Notice and Hearing, but it may not:

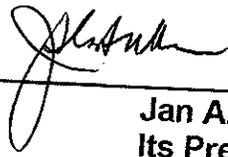
- Deny a Unit Owner or other occupant access to the owner's Unit or
 - Suspend a Unit Owner's right to vote or participate in meetings of the Association;
 - Prevent a Unit Owner from seeking election as a director or officer of the Association provided he or she acknowledges the delinquency;
 - Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or Property of any person.
- The Board of Directors may, at its discretion, enter into payment plans with Unit Owners for the payment of delinquent accounts.

- Waiver of Provisions

The Board of Directors may, at its reasonable discretion, waive any or all provisions set forth in this Collection Policy should it deem such waiver to be appropriate considering all of the facts and circumstances presented. The Board of Directors decision to waive such provisions under one set of circumstances shall not prevent the Board of Directors from taking action under another set of circumstances, except that the Board of Directors' decisions may not be arbitrary or capricious.

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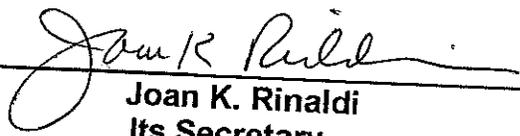
Heywood Heights Condominium Association, Inc.

By: 

Jan A. Costello
Its President

Certified to be the Collection Policy of Heywood Heights Condominium Association, Inc., adopted by unanimous approval of the Board of Directors of Heywood Heights Condominium Association, Inc., following Notice and Comment by Unit Owners, dated as of _____, 2011.

Heywood Heights Condominium Association, Inc.

By: 

Joan K. Rinaldi
Its Secretary

Rules and Regulations

of

Heywood Heights Condominium Association, Inc.

Date: Ratified and confirmed by Board July 20, 2011

Rules and Regulations

Heywood Heights Condominium Association, Inc.

To promote the interests of all residents, certain rules and regulations have been established by authority contained in the provisions of the *Declaration* and *By-Laws*. Regulations regarding the maintenance of units are spelled out in the *Maintenance, Repair and Replacement Standards* document and the rules regarding payment of common charges, assessments, fines, etc., are detailed in the *Collection Policy*, companion documents to the *Declaration* and the *By-Laws*.

The following is a summary of the more important regulations governing life at Heywood Heights:

THE REPORTING OF PROBLEMS

- Routine maintenance and upkeep problems should be transmitted by phone to Plaza Realty, our management firm, or, in an emergency outside of normal business hours, directly to the superintendent.
- Major maintenance problems should be communicated in writing to Plaza Realty.
- Plaza Realty or the superintendent will handle common area repairs. Expenses by residents for these charges are not reimbursable.
- Complaints and reports of rule violations should be communicated in writing to Plaza Realty. To simplify the process of reporting a rule violation, each issue of the newsletter contains a form for this purpose.
- All correspondence will be promptly answered by Plaza and a copy will be forwarded to the President of the Board of Directors. If a prompt response is not received, advise the Board of Directors.

Plaza Realty & Mgmt

203-359-4611

Or

Heywood Heights Condo Assn
P. O. Box 3221
Ridgeway Station
Stamford CT 06905

Or

board@heywoodheights.com

Heywood Heights Superintendent

Danny Torres

203-348-8898

Unit 65

241 Hamilton Avenue – Apt 2
Stamford, CT 06902

GENERAL INFORMATION -- FINANCIAL

- New owners are required to make a one-time, non-refundable contribution to the capital fund of two months base common charge for the purchased or leased unit (sewer fees are not included).
- A \$250.00 move-in fee will be billed to the unit owner each time someone moves into his or her unit.
- The Board of Directors has the power to levy a fine for each violation of the condominium rules and regulations. The first violation will result in a \$75.00 fine. Each day a violation continues after notice has been given is considered a separate violation. For each subsequent violation the fine will be raised incrementally by \$25.00. No cap has been placed on the fine that can be levied. Traffic and parking fines are charged to the unit owner's common charge statement upon notice of a violation. Recipients of these fines may request a review hearing with the Board.
- The due date for common charge payments is the first day of each month. A late charge is imposed if payment has not been received by the 15th of the month.
- Common charge payment can be made electronically. Forms are available from Plaza Realty.
- Owners intending to sell or lease their unit must give notice of such intention to the Board of Directors stating the name and address of the intended purchaser or lessee and the terms and conditions of the sale or lease including the price. The Board has ten days in which to buy or lease the unit on the same terms as the outside offer.

GENERAL INFORMATION -- ADMINISTRATIVE

- In accordance with the By-Laws of the Association, the annual meeting of the Heywood Heights Condominium Association is held in October at the Heywood Heights Condominium Clubhouse.
- The Board encourages residents to complete the condominium registration form which can be obtained from Plaza. The form indicates whom to contact on your behalf in case of an emergency.

- It is important that someone nearby have a key to your unit in case of an emergency. Please provide Plaza with that person's name and phone number.

BUILDINGS

- Unit owners are not permitted to make structural changes to the interior of their unit without prior written consent from the Board of Directors.
- Prior to replacing windows or sliding glass doors, the unit owner must receive the Board of Directors approval of the type of window and the color of the frame. New windows and sliding glass doors must
 - be of a sliding type (swing out windows and doors are not permitted)
 - have brown vinyl or brown metal exterior flashing and fit the building's existing frame openings.
 - remain the same size as the original opening.

Adherence to Heywood Height's external structural appearance is mandatory. Non-compliance will be corrected at the owner's expense.

- No changes may be made in the common areas – including grounds, hallways, basements, balconies and patios – without specific written consent of the Board of Directors. Residents are not permitted to put pictures, tables, or any objects in the common hallways or common areas.
- From time to time residents and or owners ask the Maintenance Staff to do work in their units which is not part of the Staff's responsibility or authorized by Plaza Realty & Management Corporation. While the Association and Plaza have no objection to the Staff doing such work if they are willing and able to do so, such work may only be done with the Staff's own tools and/or on the employee's own time outside of regular work hours which are

8:30 to 4:30 Monday, Tuesday, Thursday, Friday
8:00 to 12 on Wednesday and Saturday.

The unit owner must obtain any building permits required for the project and abide by applicable law and the Declaration, By-Laws and Rules and Regulations of the Association. Any such work is done at the Staff and the unit owner's own risk. The unit owner is responsible for the payment for all such work and for any liabilities and consequences arising out of any such work.

- To avoid frozen and burst pipes in winter, thermostats should be left on at a minimum of 60° F. A water shut-off valve is located in the basement of each building for use in an emergency. Check with the superintendent for its location. Should you need to use this shut-off valve, please advise the other residents of your building who may be affected by such a shut-off.
- Building front doors should not be left open 24 hours a day. Open doors are an invitation to thieves, stray animals and insects. If you open a front door, please be courteous and remember to close it at night.
- Rear hallway exterior doors should always be locked against entry from outside, but locks must always permit instant exit without use of any key.
- Storage in the common basements, hallways and balconies or patios is prohibited.
- Storage of items outside individual basement storage bins is not permitted. All personal belongings must be stored in the unit's assigned bin.
- Bicycles may be parked in the basement of Building 6, ground level entrance. A key can be obtained from the Superintendent for this purpose.
- Storage of gasoline, kerosene, electric space heaters or any similar devices is prohibited in units, basements, garages.
- "For Sale", "Tag Sale", "For Rent", or any other signs may not be displayed on or around units at any time.
- Do not discard cooking grease and oils in the in-sink disposer. Grease, oil and paper are the number one culprits of clogged drains.
- Avoid using a washer-dryer, dishwasher or vacuum during early or late hours when your neighbors may be resting.
- No clothing, linens, laundry, etc., may be hung or exposed on any part of the common areas. This includes balconies, balcony railings, patios and surrounding common areas.
- No activities or loud noises which are annoying or a nuisance to other residents shall be carried on in any unit or in the common areas.

GROUNDS

- Outdoor garden-type furniture only is permitted on patios and balconies. Furniture of any type cannot be placed on the lawn including, but not limited to, grills.
- Flower boxes, planted pots, and wind chimes are permitted; however, they cannot be placed outside a balcony railing or off a patio.
- No storage of any kind is permitted on balconies, patios or adjacent grounds; this includes brooms, gardening tools, peat moss bags, empty flower pots, etc.
- Bird feeders are not permitted on the property.
- Annual flowers are permitted in the mulched shrub beds where appropriate. Planting of perennials, shrubs, bushes or trees is not permitted.
- Vegetables, such as tomatoes, lettuce and cucumbers are not permitted unless these items are planted in pots which must be placed on a unit's patio or terrace, not on the surrounding grounds.
- Bicycles, skateboards and scooters are not permitted on the interior sidewalks and in the courtyards.
- Recreational sporting activities are not permitted on the grounds. They include, but are not limited to, golf putting and chipping, baseball, playing catch, soccer, football, volleyball, lawn bowling, croquet, badminton, the use of remote controlled toys such as cars and planes, etc.
- Other recreational activities not permitted on the grounds include, but are not limited to, picnicking, sunbathing, grilling.

DRIVEWAYS AND PARKING

- The designated one-way traffic flow is mandatory.
- The driveway speed limit is 15-mph.
- Parking is on a first-come first-serve basis in designated areas only. Parking, including motorcycles, is permitted only in marked spaces.

- A reserved parking space will be provided to any resident who
 - makes a request in writing setting forth the specific accommodation sought and the reason(s) for the request,
 - submits an appropriate and valid medical document along with a copy of the vehicle registration used by the individual, and
 - is in compliance with the Association regulations; i.e., has completed the Heywood Heights registration form.

Any parking spaces assigned as an accommodation shall only be for the benefit of the resident making the request and are not assigned to any particular unit.

- Any reported driveway violation will result in a \$75 fine for the first offense. Violations include, but are not limited to,
 - driving against the designated one-way traffic flow
 - parking in striped and designated "No Parking" zones
 - unauthorized parking in an assigned parking space
 - parking in the wrong direction
 - traveling faster than the 15-mph speed limit
- Any resident violating the driveway and parking rules will be fined for each reported incident. The fine is increased by \$25 for each subsequent violation after the first. Notice of violations must be received in writing by Plaza and must include
 - the date of the incident
 - the time of the incident
 - the license plate number of the vehicle and out-of-state designation if applicable
- Residents with multiple vehicles should park at least one of their vehicles in a less congested area of the property rather than taking multiple spaces in front of their unit. This will allow each resident equal access to at least one space near their unit.
- Guest parking is permitted throughout the property; however, it is the resident's responsibility to ensure guests park in designated areas only.
- Parking is limited to hood-in direction to prevent plant damage.
- Unlicensed vehicles or vehicles in an inoperable condition are prohibited on the property.
- Commercial vehicles that are owned or operated by residents may not be parked on the property.

PETS

- Each unit is permitted a maximum of two pets, cats and or dogs, in any combination.
- Dogs and cats must be leashed at all times.
- Dog and cat walking, for the purpose of urination or defecation, is permitted only on the perimeters of the property. Perimeters are areas beyond the parking lots. Perimeters do not include the lawns in front of the buildings.
- Dog and cat walkers must comply with the City of Stamford ordinance requiring owners and caretakers to pick up after their pets.
- Dogs and cats may not be tied on the grounds or off the patios.
- Cats, dogs, squirrels, birds or other animals may not be fed outside any Unit including balconies and patios.
- Unattended pets, cats and/or dogs, are not allowed on patios or balconies.

REFUSE AND RECYCLING

To facilitate refuse collection and recycling, no parking is permitted in front of garbage dumpsters during the hours of 7:00 a.m. to 12:00 p.m. on Mondays, Wednesdays and Fridays when garbage pick-up is scheduled.

RECYCLING IS THE LAW.

Recycling containers are available opposite buildings 5 and 7. One stream recycling allows us to put all recyclables in the same container.

Every resident is required to recycle: Newspapers, glass bottles, metal cans, plastic bottles (check for the recycling symbol 1 and 2 on the bottom of the plastic containers), paper, magazines, catalogs, newspapers, color inserts from newspapers, telephone books, computer paper, envelopes, copies and fax paper, manila folders, greeting cards, wrapping paper and corrugated cardboard.

Do not recycle carbon paper, overnight delivery envelopes, used towels and tissue, six pack containers, pizza boxes, cereal and food boxes, plastic mailing wrap.

Refuse

No refuse should be left outside the garbage dumpsters. Construction material, old appliances and mattresses are not permitted in the dumpsters. Residents must make their own provisions to dispose of such material. The Association must pay to remove such items and that cost is passed on to you in our budget.

Refuse put in the garbage dumpsters should be placed in bags and securely tied to prevent leakage and odors.

If the lid on the garbage dumpster is opened for easy access, remember to put the lid down to prevent animals from getting in and rain from filling the dumpster with water.

SWIMMING POOL RULES

Safety

Anyone using the pool does so at his or her own risk as there is no lifeguard on duty. To ensure the safety of pool users all sports activities including, but not limited to, ball playing, frisbee tossing, running, shouting and general "horse play" are prohibited in the pool and surrounding area. Footwear must be worn to and from the pool. No glass bottles or glassware is permitted in the pool area. Persons with skin infections or communicable diseases are not permitted in the pool. Showering before entering the pool is required.

Nothing shall be taken into the pool which is injurious to pool equipment such as bobby pins, hair clips, etc. Diapers, pampers, jeans, cut-offs and other street wear are prohibited in the pool. Except for life preservers worn by children, no floating objects of any kind may be taken into the pool. Pets are not allowed in the area. Radios may be used only with earphones.

If lounge chairs are moved, they must be positioned so as not to impede movement around the pool perimeter and must be returned to their original location after use.

Entrance

The pool and clubhouse are protected by an electronic security system which automatically activates at 10 p.m. and deactivates at 5 a.m. To use the pool during these hours, entrance must be made through the clubhouse basement door and then up through the building to the pool deck. To avoid setting off the alarm, maintain a good distance from the perimeter walls and the fence.

Admittance to the swimming pool and saunas is by electronic key. One has been provided to each unit owner. A \$50 fee is charged for replacement of a lost

electronic key. To gain entry through the clubhouse doors or pool gate wave the electronic key in front of the black reader with the glowing light.

Guests

Electronic keys for pool entry are issued to residents only. They are not to be loaned or given to non-residents. Guests are permitted only when accompanied by an adult resident. The total number of guests at any time per condominium unit should not exceed four (adults and children).

Children

Child residents under ten must be accompanied by an adult. Children who cannot swim are not allowed in the pool area unless accompanied by an adult. Infants not yet toilet trained are not allowed in the pool unless wearing leak-proof rubber pants. Diapers and pampers are not permitted.

Warning

All persons using the pool do so at their own risk.
DIVING AND JUMPING INTO THE POOL ARE PROHIBITED.

CLUBHOUSE

The Clubhouse is available for use by all residents of Heywood Heights on a first come--first served basis. The function must be personal (i.e., a birthday, anniversary, or holiday party) and not an event of a business, political, or religious nature. Use of the clubhouse does not include use of the pool, pool deck or grounds.

The Clubhouse is a non-smoking facility, it is air-conditioned and has a working fireplace. Rest-rooms are on the lower floor.

The Clubhouse is attractively furnished in soft pastel tones (gray and beige are the predominant colors). The furnishings consist of

- 4 upholstered sectional chairs
- 2 upholstered ottomans
- a coffee table
- 2 small end tables (cubes)
- an upholstered bench
- 2 buffets
- a large parsons table (also good for serving), and
- an oval dining room-type table with 4 side chairs.

Also available for your use in the Clubhouse are:

- A small Kitchen which includes:
 - Sink
 - Electric Range (four burners and small oven)
 - Microwave oven (under-the-cabinet style)
 - Coffee pot
- 4 Card tables
- 31 Bridge Chairs (there are no other folding chairs)
- Wet bar
- Garbage containers (1 small container under the sink and 1 large one in the closet)
- Vacuum cleaner (in the closet)
- Fireplace and firewood – Extra care should be taken when using the fireplace. Please keep the fireplace doors closed so no sparks fly into the room.

Use of the Clubhouse

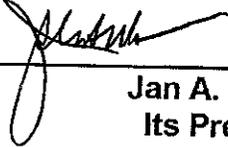
- A check for \$550.00 must be received by Plaza five (5) business days prior to the event; otherwise, the reservation will not be honored.
 - for a private party there is a \$150 rental fee
 - for a party when residents only are to be in attendance there is no charge and the rental fee will be returned.
 - The \$400 security deposit may be returned partially or in full depending on the condition of the Clubhouse after the event.
- A Certificate of Insurance (for \$550,000) or a copy of the Declarations Page of the homeowner's insurance indicating such coverage. Under no circumstances does the rental of the Clubhouse include access to or use of the pool or pool deck.
- A resident/owner over 21 years of age may reserve the Clubhouse in advance through Plaza Realty and Management Corporation. This same resident must be in attendance at the function.
- One resident/owner must be responsible for opening and closing the room as well as cleaning it immediately following the function.
- Plaza will advise the superintendent to have a Clubhouse key available. The resident/owner in whose name the Clubhouse is reserved is responsible for contacting the superintendent directly to make specific arrangements to pick up and return the key. The Superintendent will review the condition of the Club House before and after each use. We

strongly suggest that the responsible resident/owner review it with him on both occasions.

- Parking around the Clubhouse is very limited. Please advise guests that parking is available on some of the side streets along Hamilton and Field Avenues. Also, the responsible resident must ensure that guests are parked legally on the property in designated parking areas and are not blocking anything (this includes vehicles as well as the right of egress) nor are they parked in *Reserved* parking spaces. Otherwise, the resident/owner will be subject to the appropriate disciplinary action including fines.
- Noise should be kept to a reasonable level. Keep in mind that sound carries and many units are adjacent to the Clubhouse area. No guests or residents are permitted to use the room as sleeping quarters.
- Furniture may be rearranged to meet the user's needs, but must be returned to its original location after the function.
- After the function, remove all garbage and clean the room (this includes vacuuming the carpet). The refrigerator, freezer, and all cabinets must be left empty. Failure to remove all items or damage to the Clubhouse or its contents may result in full or partial forfeiture of the security deposit.
- After an inspection (by the superintendent and the responsible resident/owner if available) to ensure that there is no damage and all Association Rules and Policies have been adhered to, Plaza will refund the security deposit via check. If there is damage or the room is not left in proper condition, the deposit will be forfeited. If the damage assessment is higher than the security deposit, the resident/owner renting the clubhouse is responsible and will be charged accordingly.

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Heywood Heights Condominium Association, Inc.

By: 

Jan A. Costello
Its President

Certified to be the Rules and Regulations of Heywood Height Condominium Association, Inc., adopted by unanimous approval of the Board of Directors of Heywood Heights Condominium Association, Inc., following Notice and Comment by the Unit Owners, dated as of _____, 2011.

Heywood Heights Condominium Association, Inc.

By: 

Joan K. Rinaldi
Its Secretary

Maintenance, Repair and Replacement
Standards

of

Heywood Heights Condominium Association, Inc.

Date: Ratified and confirmed by Board July 20, 2011

Maintenance, Repair and Replacement Standards

Heywood Heights Condominium Association, Inc.

To promote the interests of all residents, these Maintenance, Repair and Replacement Standards have been established by authority of the Declaration and By Laws and are hereby made part of the Rules and Regulations of the Heywood Heights Condominium Association, Inc. Failure to follow these regulations shall result in a Unit Owner being liable for any damage caused to a Unit or to a common area or to the property of any other unit owner.

Unit owners are responsible for notifying all tenants and other occupants of their units of these standards. Compliance with these standards is the ultimate responsibility of unit owners. For the purpose of interpreting and applying these standards, where the context requires, the term "unit owner" shall also include any tenant, guest, invitee or the occupant of a unit.

Whenever it is stated herein and in the Declaration that an item is to be maintained, repaired and replaced by a Unit Owner, it is intended that such maintenance, repair or replacement shall be at the Unit Owners sole cost and expense.

General Requirements

- Unit Owners shall provide the Association with access to their Units as reasonably necessary for inspections, maintenance and repairs, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owners. 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.

It is suggested that residents give a key to their unit to a neighbor or a near-by friend so that access to the unit may be gained in case of emergency. The association's managing firm and the superintendent should be advised of the name and phone number of the person who holds a key to the unit.

- There shall be no storage of combustibles or hazardous materials (including, but not limited to, paints, thinners, gasoline, propane tanks, etc.) inside units, garages, or other enclosed spaces. Space heaters may not be used in garages or residential units.
- All maintenance, inspection and repairs to Units shall be performed by licensed and insured contractors who must obtain permits for work where required by the municipality.
- Unit owners shall retain copies of any documentation related to the completion of the requirements contained herein and shall provide copies of such documentation to the Association if so requested.
- A tenant of a unit owner shall request maintenance service through the unit owner unless it is an emergency situation that could cause damage to the Building or injury to a person.

Specific Responsibilities

- Attics
Unit owners shall perform usual inspections of their attics once per year to check for any leaks. In the case of common attic space, the inspection shall be carried out by the Association.
- Basements and Garages
The garage and basement areas under Units 11, 12, and 55 shall be maintained, repaired and replaced by the owners of each such Unit.

The garage Units shall be maintained, repaired and replaced by the owners of each such garage Unit.
- Chimney Inspection
Only the Clubhouse at Heywood Height has a working fireplace with a chimney. The Association is responsible for its inspection and repair
- Clothes Dryers
All clothes dryers must have lint filters which will remain installed to prevent lint from accumulating in the vent ducts and internal self-venting kits. Unit Owners shall clean out dryer lint filters between each use.
- Doors and Windows
 - Unit Owners are responsible for the maintenance, repair and replacement of all windows, sliding glass doors and exterior and interior doors serving their Units, including the glass, trim, framing and mechanism thereof as well as screens, screen doors and storm doors. The Association shall only be responsible for the maintenance, repair and replacement of exterior doors which serve more than one Unit.
 - Unit owners are responsible for the maintenance, repair and replacement of all garage doors, including the trim, framing and mechanism thereof.
 - Unit Owners shall adjust exterior door thresholds to ensure there are no gaps that would allow air or water infiltration on an annual basis.
- Electric Panels/Circuit Breakers
Unit Owners shall regularly inspect electrical wiring and breakers in or connected to their Units. Unit Owners shall hire a licensed electrician to replace any old, worn, or damaged breakers and wiring at unit owners expense. Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit boxes. Electrical breakers shall not be connected to more than one electrical conductor.
- Exterior Installations
In the event a Unit Owner has received approval from the Association for the installation of anything on the exterior of the building (such as a satellite dish antenna, flagpole, planter, etc.), it is the responsibility of the Unit Owner to ensure that any penetrations are

properly caulked or flashed against water infiltration. The installed item shall be removed when the Unit Owner sells his or her Unit.

- Grills
Grills shall be operated in compliance with the provisions of the Stamford Fire Code.
- Heat/Air Conditioning
 - Unit Owners shall continually maintain heat in their Units at a minimum of sixty (60°) degrees Fahrenheit in all areas contained within the boundaries of the Unit even in winter if the Unit is unoccupied to ensure that pipes do not freeze.
 - Air conditioning shall be kept on and set below eighty (80°) degrees Fahrenheit during the summer even while Units are vacant to ensure that humidity levels do not get so high they encourage growth of mold.
 - In the event a Unit is or will not be occupied for a period of thirty (30) days or more, the Unit Owner shall provide the Association's management company with a local emergency contact. The emergency contact should inspect the vacant Unit at least once per week to check for proper functioning of the heating and/or air conditioning system, frozen pipes, water leaks, or any other issues that may arise in the owner's absence.
 - Kerosene, gas or electric space heaters or any similar devices are prohibited from being used or stored in any residential Unit or garage.
- Heaters in Common Hallways
Heaters in common hallways are to be maintained by the Association, but it is incumbent on unit owners to report any malfunction in a timely manner.
- Humidifiers/Dehumidifiers in Common Elements
It is the responsibility of the Association to ensure dehumidifiers are run in common basements during the summer months and in-line humidifiers turned off as needed.
- Humidifiers/Dehumidifiers Inside the Unit
If necessary, humidifiers should be run in the winter and dehumidifiers in the summer. If condensation appears on the inside of windows, the humidifier must be turned down. Filters should be cleaned as necessary.
- HVAC Maintenance
Unit Owner shall replace furnace filters as needed and shall annually hire licensed technicians to inspect and service the HVAC systems serving their units. All repairs, cleaning and maintenance should be completed at the time of inspection.
- Outdoor Spigots/Underground Water System
These systems must be winterized to prevent freezing. It is the Association's responsibility to ensure the water is shut off by December first and turned on after April 15th. Replacement valves shall be "frost free" valves.

- Reporting Association Required Maintenance
Unit Owners are responsible for reporting maintenance problems to the Association's management company in a timely fashion.
- Rock Salt
Unit Owners shall not use sodium chloride (rock salt) or any similar salts on any exterior concrete or wood surfaces, such as walks and stoops, to melt ice since the freeze/thaw cycle it creates will cause damage to the surface of the concrete or the wood.
- Screen and Storm Doors
In the event a Unit Owner received approval from the Association to install a storm or screen door, the Unit Owner shall ensure that weep holes are installed so that moisture does not build up between the two doors.
- Smoke Detectors/Fire Extinguishers In Common Element
Smoke detectors, carbon monoxide detectors, fire extinguishers in Common Elements such as hallways and basements are to be inspected twice a year by the Association and any not in working condition are to be replaced by the Association.
- Smoke Detectors/Fire Extinguishers Inside the Unit
Unit Owners shall change the batteries and test all smoke and carbon monoxide detectors twice a year usually when daylight savings time begins and ends. They must replace any smoke detectors that are not in working condition. The expiration date of any fire extinguisher should be checked frequently.
- Snow/Ice
Unit Owners shall keep snow and ice from accumulating against the exterior doors and floors on their balconies and terraces and, in addition, must contact the Association's management company asking to have removed any snow that is against their front doors.
- Sump Pumps
If a sump pump is present in a Unit or in the basements or garages under Units 11, 12, 55, it must be plugged in and operating at all times. Unit owners should pour water in the sump pit once per year in order to ensure that the pump is in working order. Installation, repair and maintenance is the Unit Owner's responsibility.
- Sump Pumps in Common Elements
Sump pumps placed by the Association in common basements are the responsibility of the Association and subject to the same requirements as those listed above for sump pumps in an individual unit or in the basements or garages of unit's 11, 12, and 55.

Evidence of running or seeping water must be reported immediately to the Association's management company.

- Each Unit Owner is responsible to report evidence of mold, or conditions that could lead to the growth of mold, to the Association's management company.
- Unit Owners should immediately contact the Association's management company if they become aware of any drainage issues such as ponding of water against foundations, clogged exterior drains, ice dams or clogged gutters on roofs.

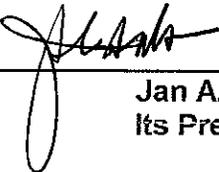
- Toilets, Plumbing and Reporting of Leaks and Drainage Problems
 - Unit Owners should regularly check all caulking and seals around tubs, showers, toilets and sinks to ensure that there is no leakage and that no moisture penetrates walls or ceilings. All leaky pipes, valves, running toilets and toilet seals must be repaired immediately by Unit Owners.
- Washing Machine and Dishwasher Hoses

Unit owners shall inspect their washing machine and dish washer hoses annually to ensure they are not brittle. Metal braided hoses are required. Water lines connected to washing machines shall be turned off when the machines are not in use.
- Water Heaters
 - Water heaters, including those water heaters that are not situated within Units, shall be replaced every ten (10) years or at the end of their warranty period and are the responsibility of the Unit Owner. Upon request of the Association, Unit Owners must provide evidence of the age of their water heater.
 - Installation of an automatic shut-off device should be considered to minimize damage should the water heater fail. Where feasible, installation of a water heater pan with an appropriate drainage pipe should be considered. If such drain connects to any common piping or travels beyond the boundaries of the Unit, Association approval is required.
- Work Not Performed by Licensed Professionals

Each Unit Owner is responsible to the Association for any loss or damage caused by repairs or installations to any Unit or Limited Common Area that is not performed by licensed and insured professionals in accordance with at least the minimum standards required by the State of Connecticut and the City of Stamford.

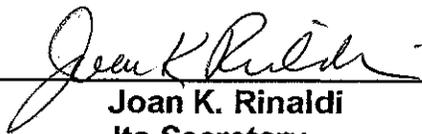
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Heywood Heights Condominium Association, Inc.

By  _____
Jan A. Costello
Its President

Certified to be the Maintenance, Repair and Replacement Standards of the Heywood Heights Condominium Association, Inc., adopted by unanimous approval of the Board of Directors of Heywood Heights Condominium Association, Inc., following Notice and Comment by Unit Owners, dated as of _____, 2011.

Heywood Heights Condominium Association, Inc.

By  _____
Joan K. Rinaldi
Its Secretary