

PROPOSED AMENDED AND RESTATED DECLARATION, BYLAWS AND CONSOLIDATED RULES AND REGULATIONS

Fountain Hill Condominium Association, Inc.
New Haven, Connecticut

Meeting-ready proposed restatement consolidating the original Declaration, Bylaws, Schedule C Rules and Regulations, later parking and maintenance standards, and the 2010/2011 leasing rules into one modernized governing-document package.

MEETING REVIEW STATUS

This is the proposed comprehensive restatement prepared for Unit Owner review and vote. It is not yet adopted and does not become effective unless the required Unit Owner approval is obtained and the final instrument is properly executed and recorded. The legal corporate name has been verified as Fountain Hill Condominium Association, Inc. The existing legal description, Unit configuration, Allocated Interests, recorded survey/plan references, and current leasing restrictions are intended to remain unchanged except for modernization of procedures required by law or expressly described in this document.

UNIT OWNER MEETING REVIEW VERSION - SEPTEMBER 2026

SUMMARY OF MAJOR CHANGES

This summary is provided for Unit Owner convenience. The complete proposed restatement controls if there is any difference between this summary and the full text.

What Is Not Changing

- Legal corporate name: Fountain Hill Condominium Association, Inc.
- The existing property/legal description, recorded survey and plan references, sixteen-Unit configuration, Unit boundaries and equal 6.25% Allocated Interests.
- The three-member Executive Board structure and one vote per Unit.
- Current leasing restrictions: two years of owner occupancy before initial leasing; six-month minimum and one-year maximum lease terms; Board approval; no more than two leased Units at one time; and no more than two consecutive years of leasing.

What Is Being Modernized and Consolidated

- Connecticut Common Interest Ownership Act procedures for Board and Unit Owner meetings, notice, electronic participation, ballots, proxies, executive sessions, rulemaking and director removal.
- Budget, reserve, special-assessment, collection, lien and foreclosure procedures so the governing documents do not rely on obsolete statutory requirements.
- Records inspection, privacy, electronic communications, resale-certificate administration and document-retention practices.
- Insurance coordination, maintenance and loss-prevention standards, architectural/exterior-modification procedures and electric-vehicle charging requests.
- The overlapping 1989/2005 Rules, parking rules, trash requirements, exterior-storage/deck rules, grill/fire-safety provisions, 2018 maintenance standards and 2010/2011 leasing rules are consolidated into one updated Schedule C.
- A uniform enforcement and hearing structure, fair-housing/reasonable-accommodation protections, conflict-of-interest standards and clearer Board administrative procedures.

Purpose of the Restatement

The objective is to replace multiple overlapping and outdated documents with one coherent governing package while preserving Fountain Hill's established property rights and core community rules. The proposed restatement becomes effective only after the required Unit Owner approval, final execution and recording.

PURPOSE AND DRAFTING APPROACH

This document is structured as a full Amended and Restated Declaration, Amended and Restated Bylaws, and a consolidated Schedule C of updated Rules and Regulations. It is intended to replace the Association’s patchwork of 1987-era provisions and later amendments with one coherent governing package while preserving Fountain Hill’s property-specific boundaries, sixteen-unit structure, equal allocated interests, easements and core maintenance framework except where an express modernization is stated.

The proposed restatement intentionally incorporates current Connecticut Common Interest Ownership Act procedures by reference where future statutory changes are likely. This avoids embedding obsolete time periods, dollar limits, lien-priority periods or disclosure fees into the recorded instrument. Operational detail that can be changed by Board rule is left to separate Board policies rather than overloading the Declaration.

Major modernization areas include Board and Unit Owner meetings, electronic participation, ballots and proxies, rulemaking, records access and privacy, budgets and special assessments, loans, collections and foreclosure authorization, insurance, enforcement due process, director removal, conflicts of interest, architectural review, electric-vehicle charging, fair housing accommodations, owner maintenance standards, and resale-certificate administration.

CORPORATE NAME CONFIRMED

The verified legal corporate name is “Fountain Hill Condominium Association, Inc.” This name is used throughout the proposed restatement, schedules, Rules, signature blocks and meeting materials. Historical documents that used earlier name variants remain historical source records and are not altered by this restatement package.

Document Structure

Part I — Amended and Restated Declaration: Eighteen articles covering property, Unit boundaries, maintenance, use and leasing, architectural controls, Association powers, rulemaking, assessments, insurance, records, meetings, mortgagee protection, amendments and termination.

Schedules A-1 through A-3: Verified legal description; final allocated-interest schedule; recorded Surveys and Plans incorporated by reference.

Part II — Amended and Restated Bylaws: Eleven articles covering the Executive Board, Unit Owner meetings and voting, officers, committees and management, financial administration, enforcement, records and amendments.

Part III / Schedule C — Consolidated Rules and Regulations: updated unit-use, Common Element, conduct, insurance/safety, trash, parking/vehicles, exterior-storage/deck, grill/fire-safety, maintenance/loss-prevention, leasing-administration and enforcement rules consolidating the historical Schedule C materials supplied by the Association.

Administrative Appendices: Counsel/recording verification checklist; statutory modernization cross-reference; implementation and companion policy items.

Historical Schedule C Sources Consolidated in Part III

- Schedule C1 - Rules & Regulations (compiled source document).

- Schedule C1-1 - Rules & Regulations (later compiled source, including expanded parking provisions and the 2018 maintenance standards).
- Schedule C2 - Rules & Regulations approved May 4, 1989, including the September 2005 amended version.
- Schedule C3 - Leasing of Units approved in 2010 and revised September 8, 2011.

The companion Historical Source Reference PDF preserves the source copies for line-by-line comparison. The operative legal effect of any restatement remains subject to proper Association approval, counsel review and recording requirements.

PART I

AMENDED AND RESTATED DECLARATION OF FOUNTAIN HILL

Recitals

A. Fountain Hill is a condominium common interest community located in the City of New Haven, Connecticut, originally created by a Declaration dated November 10, 1987 and recorded in the New Haven Land Records on November 13, 1987, together with subsequent recorded amendments, supplements, surveys and plans.

B. The Common Interest Community was developed in phases and now consists of sixteen (16) residential Units in five building clusters, together with the Common Elements and Limited Common Elements shown on the recorded Surveys and Plans.

C. The Unit Owners desire to consolidate, modernize and restate the governing provisions of the Common Interest Community in one instrument consistent with the Connecticut Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended from time to time.

D. Upon valid approval, execution and recording, this Amended and Restated Declaration is intended to supersede the prior Declaration and all amendments to the extent stated herein, while preserving the recorded Surveys and Plans, easements and property descriptions except as expressly amended.

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

ARTICLE I — DEFINITIONS

Section 1.1 — Act

The “Act” means the Connecticut Common Interest Ownership Act, Connecticut General Statutes §47-200 et seq., as amended from time to time, together with other applicable Connecticut law.

Section 1.2 — Allocated Interests

The undivided interest in the Common Elements, Common Expense liability and votes allocated to each Unit under this Declaration and Schedule A-2.

Section 1.3 — Association

The Association is Fountain Hill Condominium Association, Inc., a Connecticut nonstock corporation and the statutory association of Unit Owners for Fountain Hill. References to the “Association” include its Executive Board, officers, authorized agents and managing agent when acting within delegated authority.

Section 1.4 — Bylaws

The Amended and Restated Bylaws attached as Part II, as amended from time to time in accordance with the Act and this Declaration.

Section 1.5 — Common Elements

All portions of the Common Interest Community other than the Units.

Section 1.6 — Common Expenses

Expenses of administration, operation, maintenance, repair, replacement, insurance and other expenses lawfully incurred by the Association, including reserves.

Section 1.7 — Common Interest Community

The condominium known as Fountain Hill in New Haven, Connecticut.

Section 1.8 — Declaration

This Amended and Restated Declaration, including its schedules and all later recorded amendments.

Section 1.9 — Documents

The Declaration, recorded Surveys and Plans, Bylaws, Rules, policies and resolutions adopted pursuant to authority granted by the Act or Governing Documents.

Section 1.10 — Executive Board or Board

The board of directors of the Association.

Section 1.11 — Limited Common Element

A portion of the Common Elements allocated by this Declaration or the Act for the exclusive use of one or more but fewer than all Units.

Section 1.12 — Record

Information inscribed on a tangible medium or stored electronically or by other means and retrievable in perceivable form, consistent with the Act.

Section 1.13 — Rule

A policy, guideline, restriction, procedure or regulation adopted by the Executive Board that constitutes a “rule” under the Act. Internal business procedures that are not rules under the Act are not subject to rule-adoption procedures except as otherwise required by law.

Section 1.14 — Security Interest

An interest in real property or personal property that secures payment or performance of an obligation, including a mortgage on a Unit.

Section 1.15 — Unit

A physical portion of Fountain Hill designated for separate ownership and shown on the recorded Surveys and Plans.

Section 1.16 — Unit Owner

The person or persons who own a Unit, including record title holders, and excluding a person having an interest solely as security for an obligation.

ARTICLE II — NAME, FORM OF COMMUNITY, PROPERTY AND UNITS

Section 2.1 — Name and Form

The Common Interest Community is known as “Fountain Hill” and is a condominium. The Association is the statutory association of all Unit Owners.

Section 2.2 — Property

The real property subject to this Declaration is the property described in Schedule A-1 and depicted on the recorded Surveys and Plans. No change to the legal description is intended by this restatement unless expressly shown in a recorded amendment.

Section 2.3 — Number of Units

Fountain Hill contains sixteen (16) Units. No additional Unit or development right is created by this restatement. Any expired or fully exercised development right is not revived.

Section 2.4 — Identification of Units

The current Units are 408 Fountain Street Units A–D; 412 Fountain Street Units A–B; 414 Fountain Street Units A–B; 416 Fountain Street Units A–D; and 420 Fountain Street Units A–D, New Haven, Connecticut, together with any internal Unit identifiers shown on the recorded Surveys and Plans.

ARTICLE III — UNIT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 — Unit Boundaries

The boundaries of each Unit are as shown on the recorded Surveys and Plans and as described below. If the written boundary description conflicts with a Survey or Plan, the controlling priority shall be determined in accordance with the Act and the recorded documents.

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. Finished surface materials—including wallboard, plaster, paneling, tile, wallpaper, paint and finished flooring—are part of the Unit. Structural or other portions beyond the finished surfaces are Common Elements except as otherwise expressly allocated.
- (b) A Unit includes pipes, wires, ducts and fixtures located within its boundaries and serving only that Unit. Facilities serving more than one Unit or any Common Element are Common Elements except to the extent the Act or this Declaration provides otherwise.

Section 3.2 — Common Elements

All portions of the Common Interest Community other than the Units are Common Elements, including structural building components, roofs, foundations, exterior wall systems, shared utility systems, roadways, drives, grounds and other areas not allocated as Units or Limited Common Elements.

Section 3.3 — Limited Common Elements

The following are Limited Common Elements allocated to the Unit or Units they serve, subject to the more specific recorded Surveys and Plans:

- Any chute, flue, pipe, duct, wire, conduit or fixture lying outside Unit boundaries and serving only one Unit.
- Shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors and windows, and similar fixtures designed to serve a single Unit but located outside the Unit boundaries.
- Stoops and steps providing access to a Unit.
- Space-heating, water-heating and air-conditioning apparatus and electrical switches, television/communications equipment, receptacles and light switches serving one Unit exclusively.

Section 3.4 — Ownership of Limited Common Elements

Limited Common Elements remain part of the Common Elements and are not separately owned unless the Act and a recorded amendment provide otherwise. The Unit to which a Limited Common Element is allocated has the exclusive right to use it subject to the Documents.

Section 3.5 — Reallocation of Limited Common Elements

A Limited Common Element may be reallocated only in the manner permitted by the Act and this Declaration, and any required amendment shall be prepared, executed, consented to and recorded as required by law. The requesting Unit Owner or Owners shall reimburse the Association for reasonable legal, survey and recording costs attributable to the request.

ARTICLE IV — MAINTENANCE, REPAIR, REPLACEMENT AND ACCESS

Section 4.1 — Association Responsibility

The Association shall maintain, repair and replace the Common Elements except portions expressly assigned to Unit Owners by this Declaration, the Act or a duly adopted maintenance standard. Association responsibility includes structural building components, roofs, foundations, shared exterior systems and shared utilities, except to the extent specifically allocated otherwise.

Section 4.2 — Unit Owner Responsibility

Each Unit Owner shall maintain, repair and replace, at the Unit Owner's expense, all portions of the Unit and all owner-maintained Limited Common Elements and equipment. Each Unit Owner shall keep the Unit in a clean, safe condition and comply with written maintenance standards lawfully adopted by the Association.

Section 4.3 — Specific Owner-Maintained Limited Common Elements

Each Unit Owner is responsible for routine cleaning and removal of snow, leaves and debris from patios, porches, balconies, stoops and stairs allocated exclusively to the Unit. Each Unit Owner is responsible for maintenance, repair and replacement of equipment serving only that Unit, including the heating, air-conditioning, water-heating and similar apparatus described in Article III.

WINDOW / EXTERIOR COMPONENT RESPONSIBILITY

The proposed restatement preserves the Association's current allocation of routine Unit-serving window replacement responsibility to Unit Owners while retaining Association responsibility for Common Element building systems as stated in the Declaration. Before recording, counsel should confirm that the final wording accurately reflects the prior Unit Owner action and the Association's master-insurance obligations; this is a recording/consistency check, not a proposed change in current practice.

Section 4.4 — Maintenance Standards and Loss Prevention

The Executive Board may adopt reasonable written maintenance standards, after the notice and comment required by the Act, addressing water heaters, washing-machine and appliance supply lines, dryer exhaust systems, smoke and carbon-monoxide alarms, plumbing, HVAC equipment, freeze protection, vacancy precautions, leak reporting, fireplaces and other material loss-prevention risks. The initial consolidated standards are set forth in Part III / Schedule C of this governing package. Standards shall be based on applicable law, manufacturer guidance and prudent insurance or building practice and shall be updated as conditions warrant.

Section 4.5 — Access to Units and Limited Common Elements

Persons authorized by the Executive Board may enter a Unit or Limited Common Element at reasonable times and on reasonable advance notice to inspect, maintain, repair or replace Common Elements or shared systems, read or service meters, verify compliance with maintenance responsibilities, or correct a condition threatening persons or property. In an emergency, entry may be immediate without prior notice, whether or not the Unit Owner is present.

Section 4.6 — Damage and Cost Allocation

The Association and Unit Owners shall bear damage and repair costs as required by the Act and this Declaration. To the extent permitted by law, costs caused by a Unit Owner's willful misconduct, gross negligence, failure to comply with a written maintenance standard, or owner-installed addition, alteration or improvement may be assessed exclusively to that Unit after any notice and hearing required by law. Costs attributable to an Association failure to perform its maintenance responsibilities shall be borne by the Association except as otherwise provided by law.

Section 4.7 — Owner Alterations that Increase Common Expenses

If a Unit Owner's addition, alteration or improvement increases a Common Expense, including maintenance, repair, replacement or insurance expense, the Association may assess the increase exclusively to the affected Unit to the extent authorized by the Act.

ARTICLE V — ALLOCATED INTERESTS AND COMMON EXPENSE LIABILITY

Section 5.1 — Equal Allocation

The sixteen Units have approximately equal floor area and are allocated equal interests. Each Unit has a 6.25% undivided interest in the Common Elements, a 6.25% Common Expense liability, and one (1) vote in Association affairs, as shown on Schedule A-2.

Section 5.2 — No Change by Restatement

This restatement does not change any Unit boundary or Allocated Interest. Any future amendment changing a Unit boundary or Allocated Interest shall comply with every consent requirement of the Act, including unanimous consent when required.

ARTICLE VI — USE, OCCUPANCY, ALIENATION AND LEASING

Section 6.1 — Residential Use

Each Unit is restricted to residential use as one housekeeping unit. This restriction shall be administered without regard to familial status or any other status protected by applicable law. A lawful home office or professional pursuit is permitted only if it does not materially increase customer or public traffic, deliveries, refuse, storage, noise, parking demand or other impacts, does not create an exterior commercial appearance, and complies with applicable law.

Section 6.2 — Occupancy and Conduct

Unit Owners, tenants, occupants and guests shall comply with the Documents and shall not create an unreasonable nuisance, hazard or interference with the rights of other residents. The Executive Board may adopt reasonable Rules implementing these restrictions to the extent permitted by the Act.

Section 6.3 — Timesharing, Short-Term and Transient Occupancy

No Unit may be used under a time-sharing plan, as a hotel, transient lodging facility, short-term rental or similar occupancy arrangement inconsistent with the residential character of Fountain Hill or the minimum lease term established by this Declaration. Listing or licensing a Unit through a short-term rental platform does not avoid this restriction.

Section 6.4 — Written Lease; Entire Unit; Owner Responsibility

Every lease shall be in writing, shall be for the entire Unit unless otherwise approved for a lawful purpose, shall require the tenant and occupants to comply with the Documents, and shall identify all adult occupants. The Unit Owner remains responsible to the Association for all obligations under the Documents and for violations by tenants, occupants and guests.

Section 6.5 — Owner-Occupancy Prerequisite

A Unit shall be owner-occupied for at least two (2) years after the Unit Owner acquires title before the Unit may first be leased, except as required by law or as approved under a reasonable hardship or accommodation procedure. This restriction restates the Association's 2010/2011 leasing policy and is intended to become a Declaration covenant only if approved by the percentage of Unit Owners required by Connecticut General Statutes §47-236(f).

Section 6.6 — Lease Term

No lease may be for a term of less than six (6) months or more than one (1) year. No lease, license, renewal or series of occupancy agreements may be structured to evade these limits.

Section 6.7 — Consecutive Leasing Limit

A Unit may not be leased for more than two (2) consecutive years. This restatement preserves the existing two-consecutive-year limit and does not establish an additional fixed reset period that was not contained in the 2010/2011 leasing policy.

Section 6.8 — Community Leasing Cap

No more than two (2) of the sixteen (16) Units may be leased at any one time, subject to reasonable protection of any lawful existing lease or use at the time this restatement becomes effective. This provision preserves the two-Unit community leasing cap confirmed by the Association for this restatement.

Section 6.9 — Approval, Renewals, Priority and Lottery

A Unit Owner shall submit a leasing application and proposed lease to the Executive Board and obtain written approval before tenant occupancy. A renewal or extension requires renewed approval. If the number of qualified applications exceeds available leasing capacity, applicants who have not leased their Units during the preceding year shall receive preference; if applicants remain equally eligible, selection shall be by a neutral lottery administered by the Association.

Section 6.10 — Leasing Administration

Before tenant occupancy, the Unit Owner shall provide the Association a copy of the fully executed lease, the names and contact information of adult occupants, lease commencement and expiration dates, vehicle information reasonably necessary to administer parking, and current emergency contact information for the Unit Owner. The Board may require a standardized registration form but may not demand information unrelated to legitimate Association administration or in violation of fair housing, privacy or other law.

Section 6.11 — Fair Housing; Hardship; Existing Lawful Uses

The Association shall administer leasing restrictions consistently with federal, state and local fair housing laws and shall consider reasonable accommodation requests promptly and individually. The Board may adopt a written hardship procedure for circumstances such as prolonged illness, military deployment, temporary employment relocation or comparable substantial hardship. Any amendment that materially restricts use or occupancy shall provide the reasonable protection for existing permitted uses required by Connecticut General Statutes §47-236(f).

Section 6.12 — Legal Basis and Recording

The restrictions in Sections 6.5 through 6.9 are intended to be adopted as Declaration covenants through this restatement if the required Unit Owner approval is obtained. If any comparable restriction is instead enforced solely as a Board Rule under Connecticut General Statutes §47-261b(f)(3), the Association shall document the institutional-lender underwriting basis for the Rule and shall ensure that the notice required by that statute is recorded in the New Haven land records before enforcement.

Section 6.13 — Fair Housing and Reasonable Accommodation

The Association shall administer occupancy, leasing, parking, animal, architectural and other requirements in compliance with applicable federal, state and local fair housing laws. A person may request a reasonable accommodation or modification orally or in a record. The Association may request only information reasonably necessary to evaluate a non-obvious disability-related need and shall keep disability-related information confidential to the extent required by law. Requests shall be evaluated promptly and individually.

ARTICLE VII — EASEMENTS, ACCESS AND UTILITIES

Section 7.1 — Existing Easements

All easements and licenses affecting the Common Interest Community as shown in the original Declaration, Schedule A-1, recorded Surveys and Plans, and subsequent recorded instruments remain in effect except to the extent lawfully modified by a recorded instrument.

Section 7.2 — Support, Utilities and Encroachments

Each Unit and Common Element has all easements for structural support, utilities, drainage, access and minor encroachments provided by the Act or reasonably necessary for the continued operation of the Common Interest Community.

Section 7.3 — Association Access

The Association has a nonexclusive easement through Units and Limited Common Elements as reasonably necessary to perform its lawful duties, subject to the notice and emergency provisions of Section 4.5.

ARTICLE VIII — ADDITIONS, ALTERATIONS, ARCHITECTURAL CONTROL AND TECHNOLOGY

Section 8.1 — Interior Alterations

A Unit Owner may alter the interior of a Unit without Board approval if the work does not affect structural integrity, fire separation, Common Elements, shared mechanical systems, utilities serving other Units, exterior appearance or any area requiring approval under the Documents or law. Required permits remain the Unit Owner's responsibility.

Section 8.2 — Exterior and Common Element Alterations

No Unit Owner may change the exterior appearance of a Unit, alter a Common Element or Limited Common Element, penetrate a roof or exterior wall, install exterior equipment, or make a structural modification without prior written Executive Board approval when approval is required by the Documents or law.

Section 8.3 — Application Procedure

The Board shall maintain a written architectural application procedure identifying information reasonably required for review, including plans, specifications, materials, contractor licensing and insurance, permits, construction schedule, utility impacts and restoration details. The Board shall apply published criteria reasonably and consistently and shall respond within the time required by the Declaration and applicable law.

Section 8.4 — Conditions of Approval

Approval may be conditioned on licensed and insured contractors, permits, engineering review, installation standards, working hours, indemnity, reimbursement of reasonable professional review costs, protection and restoration of Common Elements, continuing maintenance responsibility and removal/restoration upon termination of the approved use, to the extent lawful and reasonably related to the alteration.

Section 8.5 — Owner Responsibility for Approved Alterations

Unless otherwise stated in a recorded amendment or written Association agreement, an owner-approved alteration remains the Unit Owner's responsibility for maintenance, repair, replacement, insurance and damage caused by the alteration. The obligation runs with the Unit to the extent permitted by law and may be memorialized in a recordable alteration agreement when appropriate.

Section 8.6 — Electric Vehicle Charging

Consistent with Connecticut General Statutes §47-261g, as amended, no provision of this Declaration, the Bylaws, or the Rules shall be construed to prohibit or unreasonably restrict the installation or use of an electric vehicle charging station in a Unit parking space or Limited Common Element parking space where that statute applies. A Unit Owner may submit an application to the Executive Board, and the Executive Board is authorized to adopt and administer Schedule C-4, Electric Vehicle Charging Station Policy, establishing lawful and reasonable procedures concerning application review, electrical capacity, licensed installation, permits, insurance, metering and electricity costs, maintenance, damage and restoration, removal, successor-owner responsibilities, and related safety matters. All such standards shall be interpreted consistently with applicable Connecticut law.

Section 8.7 — Energy, Generator, Camera and Other Technology Installations

Solar, battery, generator, surveillance, communications and similar installations affecting exterior appearance, Common Elements or shared systems require prior approval when authorized by the Documents or law. The Board may adopt reasonable, technology-neutral standards addressing safety, privacy, noise, electrical capacity, structural impact, insurance and aesthetics, subject to applicable statutory limitations.

ARTICLE IX — ASSOCIATION POWERS, DUTIES AND GOVERNANCE

Section 9.1 — Statutory Powers

The Association has all powers granted by the Act, this Declaration, the Bylaws and applicable law, including the powers necessary and proper to administer the Common Interest Community, adopt budgets and Rules, levy and collect assessments, maintain and improve Common Elements, hire agents and contractors, obtain insurance, bring or defend legal proceedings, acquire and dispose of property as permitted by law, and otherwise act for the Association.

Section 9.2 — Limitations

The Executive Board may not exercise powers reserved to Unit Owners or prohibited by the Act, including amendment of the Declaration except as expressly authorized by statute, termination of the Common Interest Community, election of Board members except to fill vacancies as permitted by law, or determination of Board qualifications, powers, duties or terms of office except as lawfully established in the Governing Documents.

Section 9.3 — Standard of Conduct

Directors and officers shall discharge their duties in good faith, with the care and loyalty required by applicable Connecticut law, in a manner they reasonably believe to be in the best interests of the Association. Directors shall disclose material conflicts of interest and comply with the conflict-of-interest procedures of the Act and any Association policy.

Section 9.4 — Delegation and Managing Agent

The Executive Board may delegate administrative and management functions to officers, committees, a managing agent or other professionals to the extent permitted by law. Delegation does not relieve the Board of its fiduciary responsibilities or transfer powers that by law must remain with the Board or Unit Owners.

ARTICLE X — RULEMAKING, ENFORCEMENT AND DUE PROCESS

Section 10.1 — Rule Adoption

Before adopting, amending or repealing a Rule, including any future amendment to Part III / Schedule C, the Executive Board shall provide Unit Owners the notice, proposed text, opportunity for comment and post-adoption notice required by the Act. At the time of this restatement, Connecticut General Statutes §47-261b requires at least ten (10) days' advance notice, consideration of Unit Owner comments, and post-adoption notice with a copy of the new or amended Rule. The statute as amended from time to time controls.

Section 10.2 — Reasonableness and Scope

Every Rule shall be reasonable and consistent with the Declaration, Bylaws and Act. A Rule affecting behavior within residential Units shall be limited to purposes authorized by the Act, including implementation of the Declaration, regulation of conduct that violates the Declaration or adversely affects other occupants, and lawful lender-underwriting leasing restrictions.

Section 10.3 — Notice of Violation and Hearing

Except for emergency action or relief otherwise authorized by law, before imposing a fine or other sanction requiring notice and hearing, the Association shall provide the affected Unit Owner notice identifying the alleged violation and a reasonable opportunity to be heard. The Board shall make a good-faith determination based on the information presented and document the result.

Section 10.4 — Fines and Continuing Violations

The Board may levy reasonable fines for violations to the extent authorized by law and the Documents. The Board may adopt and publish a standard fine schedule, but the amount imposed shall remain reasonable in relation to the nature, severity, duration, recurrence and impact of the violation. Continuing-violation fines may be imposed only after the process required by law.

Section 10.5 — Other Remedies

Available remedies may include injunctive relief, damages, reimbursement of costs, suspension of nonessential Common Element privileges where permitted, self-help in a true emergency, and other remedies provided by law. The Association's use of one remedy does not waive another lawful remedy.

Section 10.6 — Consistent Enforcement

The Association shall endeavor to enforce materially similar violations consistently while retaining reasonable discretion to consider relevant differences in severity, duration, safety, prior history, disability accommodation, corrective action and legal advice. Failure to enforce one violation does not permanently waive the Association's right to enforce the Documents.

ARTICLE XI — COMMON EXPENSES, BUDGETS, ASSESSMENTS AND COLLECTION

Section 11.1 — Common Expenses

Common Expenses include administration, maintenance, repair and replacement of Common Elements, insurance, professional services, taxes and fees, utilities, reserves, capital projects and other expenses declared Common Expenses by the Act or Documents or lawfully incurred by the Association.

Section 11.2 — Allocation

Except when the Act or this Declaration permits a Common Expense to be assessed exclusively against fewer than all Units, Common Expenses shall be assessed to all Units according to Schedule A-2, currently 6.25% to each Unit.

Section 11.3 — Annual Budget and Reserves

At least annually the Executive Board shall adopt a proposed budget containing operating expenses, revenue, reserve contributions and the reserve information required by law. Within the statutory period after adoption, the Board shall deliver a budget summary to Unit Owners and establish a meeting or ballot vote for budget ratification. The budget is ratified unless rejected in the manner and by the percentage required by the Act and any larger percentage validly stated in this Declaration.

Section 11.4 — Special Assessments

The Executive Board may levy special assessments subject to the ratification or rejection procedures of the Act and this Declaration. A special assessment within the statutory percentage threshold may become effective without a Unit Owner ratification vote unless the Documents provide otherwise. Emergency special assessments may be adopted by the Board vote permitted by the Act and shall be used only for the stated emergency purpose.

Section 11.5 — Loans and Assignment of Future Income

Before entering a loan agreement, the Board shall provide the disclosures and opportunity for Unit Owner comment required by law. An assignment of the Association's right to future income as loan security requires Unit Owner approval to the extent required by the Act or this Declaration.

Section 11.6 — Payment of Assessments

Regular Common Expense assessments are payable monthly unless the budget or Board resolution establishes another lawful schedule. The Board may impose reasonable late charges and interest within the maximum permitted by law and may recover lawful collection costs and attorneys' fees.

Section 11.7 — Statutory Lien

The Association has the lien for assessments and other amounts provided by Connecticut General Statutes §47-258, as amended. The priority, scope, duration and enforceability of the lien are governed by the current statute, notwithstanding any outdated period appearing in an earlier Declaration or policy.

Section 11.8 — Foreclosure Authorization

No Association lien foreclosure shall be commenced unless all statutory prerequisites have been documented, including the minimum delinquency threshold, required demand, required notice to qualifying holders of security interests, applicable waiting periods, and Executive Board authorization or a valid standard foreclosure policy. The Association may use other lawful collection remedies when appropriate.

Section 11.9 — Collection Policy and Payment Plans

The Executive Board shall maintain a written, uniformly administered collection policy that states due dates, late charges, interest, notices, referral to counsel, payment-plan authority, application of payments and foreclosure authorization. The Board may consider hardship or settlement arrangements without creating a right to preferential treatment and shall document material deviations from the standard policy.

Section 11.10 — Statements of Unpaid Assessments

The Association shall furnish statements of unpaid assessments within the period and for the fee permitted by current law. No fee amount is fixed in this Declaration so that future statutory changes apply automatically.

ARTICLE XII — INSURANCE AND CASUALTY**Section 12.1 — Required Coverage**

To the extent reasonably available, the Association shall maintain the property, commercial general liability, fidelity/crime and other insurance required by Connecticut General Statutes §47-255 and applicable law, plus such additional coverage as the Board reasonably determines appropriate, including directors-and-officers liability, workers' compensation when applicable, equipment breakdown, cyber or umbrella coverage.

Section 12.2 — Property Insurance Scope

Association property insurance shall cover the Common Interest Community to the extent required by the Act, subject to lawful exclusions or Board elections permitted by statute. Replacement-cost values, deductibles, exclusions and insurer requirements shall be reviewed periodically with qualified insurance professionals.

Section 12.3 — Standard Fixtures and Betterments Schedule

Because Fountain Hill contains more than twelve Units, if the Association does not insure all Unit improvements and betterments required by statute, the Association shall prepare and maintain the standard fixtures, improvements, betterments and finish schedule required by law, provide it to Unit Owners at least annually, and include it with resale disclosures when required.

Section 12.4 — Unit Owner Insurance

Each Unit Owner is strongly encouraged, and may be required by a Rule or amendment to the extent legally authorized, to maintain an HO-6 or equivalent policy covering personal property, personal liability, loss assessment, deductibles or uninsured losses allocated to the Unit Owner, Unit improvements not insured by the Association, and temporary living expense. Unit Owners shall provide evidence of coverage when lawfully required.

Section 12.5 — Casualty Repair

Insured property damaged or destroyed shall be repaired or replaced by the Association as required by the Act unless a statutory exception applies, including lawful termination, illegality of repair, or the requisite Unit Owner vote not to rebuild. Insurance proceeds shall be administered in the manner required by the Act.

Section 12.6 — Deductibles and Uninsured Losses

Insurance deductibles and costs exceeding insurance proceeds are Common Expenses except to the extent the Act or this Declaration permits allocation to a particular Unit. Any owner-specific allocation shall follow required notice and hearing procedures.

ARTICLE XIII — RECORDS, NOTICES, PRIVACY AND RESALE DISCLOSURES

Section 13.1 — Association Records

The Association shall maintain accounting, reserve, governance, owner, insurance, contract, architectural, voting and other records required by Connecticut General Statutes §47-260 and other applicable law. Records shall be maintained in an organized and reasonably accessible manner, preferably with secure electronic backup.

Section 13.2 — Retention

The Association shall retain records for at least the statutory minimum period and longer when prudent for tax, contract, insurance, property, historical or litigation purposes. Ballots, proxies and voting records shall be retained for at least the period required by law. No record subject to an actual or reasonably anticipated litigation, claim, audit, investigation or legal hold shall be destroyed until the hold is released.

Section 13.3 — Inspection and Copies

Unit Owners and their authorized representatives may inspect and copy Association records to the extent provided by law. Requests shall reasonably identify the records sought and shall be handled within the statutory time frames. The Association may provide records electronically and may charge only fees permitted by law.

Section 13.4 — Protected Information

The Association may withhold or redact attorney-client privileged material, attorney work product, protected personnel records, executive-session material, certain pending negotiations, individual owner files, account information, security credentials, medical or disability information, and other information protected by law. Access to personal contact information shall be limited to lawful Association purposes and disclosures required by law.

Section 13.5 — Notice to Unit Owners

Notices may be delivered by mail, hand delivery, electronic mail or other methods authorized by Connecticut General Statutes §47-261c, as amended. Each Unit Owner shall provide a current mailing address and may designate an electronic address for Association notice. The Association may rely on the most recent information provided by the Unit Owner.

Section 13.6 — Resale Certificates

The Association shall prepare resale certificates and accompanying documents in accordance with Connecticut General Statutes §47-270, as amended. The Association may charge only the statutory or otherwise legally authorized fee, including lawful charges for copies or expedited service. The Board shall maintain an annually updated resale checklist and make any required land-record filing identifying the Association representative from whom certificates may be requested.

ARTICLE XIV — MEETINGS, VOTING AND ASSOCIATION ACTION**Section 14.1 — Unit Owner Meetings**

Annual and special meetings of Unit Owners shall be held and noticed as provided in the Bylaws and the Act, including the right to participate by lawful electronic means when not prohibited by the Documents.

Section 14.2 — Board Meetings

Executive Board and committee meetings shall be open to Unit Owners except for proper executive sessions, and shall comply with the notice, agenda, owner-comment, materials, electronic-participation, minutes and vote-recording requirements of the Act and Bylaws.

Section 14.3 — Ballots and Proxies

Electronic and paper ballots, voting without a meeting, directed and undirected proxies, authentication, revocation, retention and Association-owned Unit votes shall be administered in accordance with Connecticut General Statutes §47-252, as amended, and the Bylaws.

ARTICLE XV — MORTGAGEE AND SECURITY INTEREST PROTECTION**Section 15.1 — General Protection**

Nothing in this Declaration shall impair a valid Security Interest except as permitted by law. The Association shall provide notices, records, insurance certificates and other rights to holders, insurers or guarantors of first Security Interests to the extent required by the Act, this Declaration or an applicable written request.

Section 15.2 — Mortgagee Consent

Mortgagee consent to an amendment, conveyance, encumbrance, termination or other action is required only to the extent required by the Act, a valid recorded provision that remains enforceable, or another applicable law. This restatement is intended to eliminate obsolete secondary-mortgage-market consent formulas that are no longer legally required, subject to counsel confirmation before recording.

Section 15.3 — No Priority Impairment

A conveyance, encumbrance or reallocation of Common Elements or Limited Common Elements shall not impair the priority or validity of a preexisting Security Interest except as permitted by law and after any required consent.

MORTGAGEE ARTICLE — COUNSEL REVIEW REQUIRED

The 1987 Declaration contains detailed “Eligible Mortgagee” and “Eligible Insurer” voting and consent formulas. Before replacing them with this streamlined article, counsel should determine whether any lender consent is required for the restatement and whether any legacy provision should be preserved to protect current mortgages or secondary-market eligibility.

ARTICLE XVI — AMENDMENTS**Section 16.1 — General Threshold**

Except for amendments that may be executed by the Association, Executive Board, Declarant or particular Unit Owners under the Act, this Declaration may be amended by vote or agreement of Unit Owners holding at least sixty-seven percent (67%) of the votes in the Association, unless a larger percentage is required by this Declaration or the Act for the subject of the amendment.

Section 16.2 — Use or Occupancy Restrictions

An amendment that prohibits or materially restricts permitted uses or occupancy of Units, or the number or qualifications of occupants, requires the percentage of votes specified by Connecticut General Statutes §47-236(f), as amended, currently not less than eighty percent (80%) unless a larger valid percentage applies.

Section 16.3 — Unanimous Consent Matters

No amendment may increase the number of Units, create or increase Special Declarant Rights, change Unit boundaries or change the Allocated Interests of a Unit without unanimous consent when unanimous consent is required by the Act.

Section 16.4 — Recording

An amendment is effective only upon recording in the New Haven Land Records as required by the Act. The officer designated in the Bylaws or, absent designation, the Association president shall prepare, execute, certify and record amendments on behalf of the Association when authorized by law.

Section 16.5 — Challenges

Any challenge to the validity of an amendment is subject to the limitation period established by the Act.

ARTICLE XVII — TERMINATION, CONDEMNATION AND SALE OF COMMON ELEMENTS**Section 17.1 — Termination**

Fountain Hill may be terminated only in accordance with Connecticut General Statutes §47-237, as amended, and any larger percentage validly required by this Declaration. At the time of this restatement, termination generally requires agreement of Unit Owners holding at least eighty percent (80%) of the votes, subject to statutory exceptions and additional approvals.

Section 17.2 — Condemnation

If all or part of a Unit or Common Element is taken by eminent domain, the award, reallocation of interests, repair and other consequences shall be governed by the Act and applicable condemnation law.

Section 17.3 — Conveyance or Encumbrance of Common Elements

Common Elements may be conveyed or encumbered only in accordance with Connecticut General Statutes §47-254, as amended, and all required Unit Owner and mortgagee approvals.

ARTICLE XVIII — MISCELLANEOUS

Section 18.1 — Act Controls

If a provision of this Declaration conflicts with a nonwaivable provision of the Act or other applicable law, the law controls and the remaining provisions remain effective.

Section 18.2 — Severability

Invalidity or unenforceability of one provision does not invalidate the remaining provisions to the extent they can operate independently.

Section 18.3 — No Waiver

Failure to enforce a provision on one or more occasions does not constitute a permanent waiver of that provision or another provision.

Section 18.4 — Headings and Construction

Headings are for convenience and do not limit substantive meaning. Singular includes plural and vice versa when the context permits. References to statutes include amendments and successor provisions.

Section 18.5 — Effective Date

This Amended and Restated Declaration becomes effective only upon valid approval, execution and recording in the New Haven Land Records.

SCHEDULES TO THE DECLARATION

SCHEDULE A-1 — PROPERTY DESCRIPTION

PROPERTY DESCRIPTION - UNCHANGED

The property remains the identical real property described in Schedule A-1 of the original Declaration dated November 10, 1987, recorded in Volume 3791 at Page 055 of the New Haven Land Records. The metes-and-bounds description below is reproduced from the existing Declaration for meeting review. No change to the legal description is proposed.

(Declaration Schedule A-1 - property description unchanged)

All that certain piece or parcel of land, with the buildings and all other improvements thereon situated in the City of New Haven, County of New Haven and State of Connecticut known as 408-420 Fountain Street, formerly known as 410-420 Fountain Street, as shown on a certain map entitled "PHASE DECLARATION MAP OF FOUNTAIN HILL FOUNTAIN STREET NEW HAVEN, CONN. DATE October 29, 1987 SCALE 1" = 20' Rev. November 10, 1987" certified to be in accordance with the standards of a Class A-2 Survey by Codespoti & Associates, which map is filed in the office of the City Clerk for the City of New Haven, to which reference may be had.

The land is more particularly bounded and described as follows:

BEGINNING at a point on the south side of Fountain Street, being an iron pin at the northeast corner of land now or formerly of David Silverman;

THENCE: South 69°25'09" East 79.26 feet along the south line of Fountain Street to a point;

THENCE: in a curve concave to the north with an internal angle of 05°21'00", radius 494.07 feet and an arc length of 46.13 feet along the south line of Fountain Street to a point; South 74°46'09" East 64.25 feet along the south side of Fountain Street to a point, being a nail set;

THENCE: South 15°21'12" West 368.29 feet along the west line of land now or formerly of David Goldberg to a point;

THENCE: North 74°45'46" West 195.49 feet along the north line of land now or formerly of Echter, Smith, Fabiani and Sexton, each in part, to a point;

THENCE: North 16°22'19" East 163.36 feet along the east line of land now or formerly of Girard, Garcia, Canaleri and Arntsen, each in part, to a point;

THENCE: North 16°29'58" East 53.42 feet along the east line of land now or formerly of Saul Goldberg to a point;

THENCE: North 16°09'24" East 161.10 feet along the east line of land now or formerly of David Silverman to the point of beginning, containing in all 71,305 square feet or 1.637 acres.

The easements, restrictions, covenants, encroachments and other matters of record affecting the Property remain governed by the original recorded instruments and are not substantively altered by this restatement.

SCHEDULE A-2 — ALLOCATED INTERESTS

Unit	Common Element Interest	Common Expense Liability	Votes
408 Fountain Street, Unit A	6.25%	6.25%	1
408 Fountain Street, Unit B	6.25%	6.25%	1
408 Fountain Street, Unit C	6.25%	6.25%	1
408 Fountain Street, Unit D	6.25%	6.25%	1
412 Fountain Street, Unit A	6.25%	6.25%	1
412 Fountain Street, Unit B	6.25%	6.25%	1
414 Fountain Street, Unit A	6.25%	6.25%	1
414 Fountain Street, Unit B	6.25%	6.25%	1
416 Fountain Street, Unit A	6.25%	6.25%	1
416 Fountain Street, Unit B	6.25%	6.25%	1
416 Fountain Street, Unit C	6.25%	6.25%	1
416 Fountain Street, Unit D	6.25%	6.25%	1
420 Fountain Street, Unit A	6.25%	6.25%	1
420 Fountain Street, Unit B	6.25%	6.25%	1
420 Fountain Street, Unit C	6.25%	6.25%	1
420 Fountain Street, Unit D	6.25%	6.25%	1

Total: 100% Common Element interest; 100% Common Expense liability; 16 votes.

SCHEDULE A-3 — RECORDED SURVEYS AND PLANS

The Surveys and Plans previously recorded or filed for Fountain Hill, as amended or supplemented of record, are incorporated by reference and remain unchanged. The original Schedule A-1 references the “PHASE DECLARATION MAP OF FOUNTAIN HILL FOUNTAIN STREET NEW HAVEN, CONN.” dated October 29, 1987, revised November 10, 1987, scale 1 inch = 20 feet, certified as a Class A-2 survey by Codespoti & Associates. The original Schedule A-4 identifies plans prepared by Kosinski Associates, including Basement, First Floor, Second Floor and Third Floor plans. No survey or plan reference is substantively changed by this restatement.

PART II

AMENDED AND RESTATED BYLAWS

OF

FOUNTAIN HILL CONDOMINIUM ASSOCIATION, INC.

These Bylaws govern the administration of Fountain Hill and the Association and are subordinate to the Act and the Declaration. Terms defined in the Declaration have the same meaning here.

ARTICLE I — GENERAL

Section 1.1 — Office

The principal office of the Association shall be at the Common Interest Community or another location designated by the Executive Board. The Board may establish an official mailing address, electronic address and records location.

Section 1.2 — Fiscal Year

The Executive Board shall establish the Association's fiscal year.

Section 1.3 — Membership

Membership consists exclusively of all Unit Owners. Membership is appurtenant to Unit ownership and may not be separated from title.

ARTICLE II — EXECUTIVE BOARD

Section 2.1 — Number and Qualifications

The Executive Board consists of three (3) Directors. A majority of Directors shall be Unit Owners, subject to applicable law. If a Unit is owned by an entity, a natural person authorized by that entity may qualify as a Unit Owner representative to the extent permitted by law.

Section 2.2 — Terms

Directors shall serve staggered three-year terms so that, as nearly as possible, one Director's term expires each year. A Director continues to serve until a successor is elected and qualified unless the Director resigns, is removed or becomes disqualified. The Board or Unit Owners may implement an initial transition schedule to establish staggered terms without shortening an elected term except with the Director's consent.

Section 2.3 — Election

Directors shall be elected by Unit Owners. Each Unit has one vote. Candidates receiving the highest number of votes for the seats to be filled are elected unless the Declaration or Act requires otherwise. Elections may be conducted at a meeting or by lawful electronic or paper ballot.

Section 2.4 — Nominations and Election Procedures

The Board shall provide a fair opportunity for eligible Unit Owners to nominate candidates and distribute reasonable candidate information. Election procedures shall be neutral, provide reasonable authentication and ballot security, and comply with the Act. The managing agent, if any, shall administer election tasks neutrally and shall not campaign for or against a candidate while acting for the Association.

Section 2.5 — Removal

A Director elected by Unit Owners may be removed, with or without cause, at a meeting or by ballot when the number of votes in favor of removal exceeds the number of votes against removal, subject to quorum and notice requirements of the Act. The proposed removal shall be specifically identified in the notice or ballot, and the Director shall receive a reasonable opportunity to address Unit Owners or distribute information as provided by law.

Section 2.6 — Vacancies

A vacancy may be filled by the remaining Directors for the unexpired portion of the term or until the next regularly scheduled election, if earlier, as provided by the Act. If no Director remains able to act, the vacancy shall be filled by the Unit Owners at a special meeting or ballot vote.

Section 2.7 — Compensation and Expenses

Directors serve without compensation unless compensation is approved by Unit Owners in a manner consistent with the Documents and law. Directors may be reimbursed for reasonable, documented Association expenses. No Director may receive an assessment waiver, discount or other preferential financial treatment merely by reason of Board service unless specifically authorized by law and approved by the Unit Owners.

Section 2.8 — Powers and Duties

The Board may exercise all Association powers not reserved to Unit Owners or prohibited by law. The Board shall adopt budgets, manage Common Elements, enforce the Documents, maintain records, obtain insurance, oversee reserves and capital planning, supervise agents and vendors, and perform other duties required by the Act and Declaration.

Section 2.9 — Standard of Conduct and Conflicts

Each Director shall disclose a direct or indirect material financial, business or personal interest in a matter before the Board. The disclosure and any recusal shall be reflected in the minutes. A Director shall not use confidential information or Association position for improper personal benefit. The Board may adopt an annual conflict-of-interest disclosure form and ethics policy consistent with Connecticut law.

Section 2.10 — Regular Board Meetings

The Board shall meet at least twice each calendar year and may establish an annual schedule of regular meetings. Meetings shall be held at a place or by an electronic method reasonably convenient to Unit Owners, consistent with the Act.

Section 2.11 — Notice and Agenda

Unless a meeting is on a schedule previously provided to Unit Owners or is an emergency meeting, the Association shall provide the notice and agenda required by the Act, currently at least five (5) days

before a Board meeting. For scheduled meetings, the agenda shall be made reasonably available within the statutory time frame, currently no later than forty-eight (48) hours before the meeting.

Section 2.12 — Open Meetings and Owner Comment

Board meetings and meetings of committees authorized to act for the Association shall be open to Unit Owners and their designated representatives except during a lawful executive session. At each Board meeting, Unit Owners shall have a reasonable opportunity to comment on matters affecting the Common Interest Community. The chair may impose reasonable, viewpoint-neutral time and conduct limits.

Section 2.13 — Board Materials

Materials distributed to Directors in advance of a meeting shall be made reasonably available to Unit Owners at the same time to the extent required by law, except unapproved minutes and material lawfully withheld for executive session or confidentiality.

Section 2.14 — Electronic and Hybrid Meetings

The Board may conduct meetings in person, electronically or in hybrid form when permitted by law. Notice shall provide participation instructions. The technology must permit Directors to communicate concurrently and must provide Unit Owners the statutory opportunity to hear or otherwise perceive proceedings and comment.

Section 2.15 — Executive Session

The Board may enter executive session only during a properly convened meeting and only for a purpose permitted by the Act, including consultation with legal counsel, pending or potential litigation or alternative dispute resolution, personnel matters, certain contract or bid negotiations where premature disclosure would place the Association at a disadvantage, and matters involving legitimate individual privacy. No final vote or final Association action shall be taken in executive session.

Section 2.16 — Quorum and Voting

A majority of the Directors constitutes a quorum. Unless a greater vote is required by law or the Documents, the vote of a majority of Directors present at a meeting at which a quorum is present is the act of the Board. A Director may not vote by proxy.

Section 2.17 — Minutes

Minutes shall record the date, time and place or electronic method of the meeting; Directors present; motions and final actions; and how each Director voted when required by law, unless the action was unanimous or approved without objection. Executive-session minutes or notes shall be limited to information appropriate for the Association's records and shall protect privileged and confidential information.

Section 2.18 — Action Without a Meeting

The Board may act without a meeting only in the manner permitted by the Act. At the time of this restatement, action without a meeting requires the consent of at least two-thirds of all Directors documented in an authenticated record showing each Director's consent or nonconsent. The Secretary shall promptly notify Unit Owners of the action as required by law.

Section 2.19 — Emergency Meetings

In an emergency requiring action before normal notice can reasonably be given, the Board may meet on shorter notice to the extent permitted by the Act. The Board shall limit action to the emergency and provide prompt notice or disclosure afterward as required by law.

ARTICLE III — UNIT OWNER MEETINGS AND VOTING**Section 3.1 — Annual Meeting**

The Association shall hold an annual meeting of Unit Owners at a date and time established by the Executive Board. The prior fixed “first Friday in June” requirement is eliminated to allow reasonable scheduling while preserving an annual election and business meeting.

Section 3.2 — Special Meetings

A special meeting shall be called by the president, by a majority of the Executive Board, or by Unit Owners holding at least twenty percent (20%) of the votes in the Association, or any lower percentage required by law. The request shall state the purpose of the meeting.

Section 3.3 — Notice

The Association shall provide Unit Owners notice of a meeting not fewer than ten (10) nor more than sixty (60) days in advance, or within any different period required by the Act. The notice shall state the date, time, place or electronic participation method, and agenda, including the general nature of any proposed amendment, budget, special assessment, Director removal or other matter requiring specific notice.

Section 3.4 — Participation and Comment

Unit Owners may attend and participate by electronic means when permitted by law. At Unit Owner meetings, the chair shall provide a reasonable opportunity for Unit Owner comment on matters affecting the Association, subject to reasonable, viewpoint-neutral meeting rules.

Section 3.5 — Quorum

Unless a greater quorum is required by the Declaration or Act for a specific matter, Unit Owners holding twenty percent (20%) of the votes in the Association, present in person, by permitted electronic participation, by proxy or by ballot where authorized, constitute a quorum. Special statutory rules for budget and special-assessment ratification control regardless of this quorum provision.

Section 3.6 — Voting Standard

Unless a greater vote is required by the Declaration or Act, a matter is approved if the votes cast in favor exceed the votes cast against. Directors are elected by plurality. Abstentions are not votes cast for or against unless law provides otherwise.

Section 3.7 — Multiple Owners of One Unit

If only one co-owner of a Unit votes, that vote binds the Unit unless another co-owner promptly protests in the manner permitted by law. If more than one co-owner seeks to vote and they disagree, the Unit’s vote shall be cast only as permitted by the Act and ownership interests.

Section 3.8 — Proxies

Votes may be cast by directed or undirected proxy to the extent permitted by law. A proxy shall be dated and shall terminate not later than one year after its date unless a shorter period is stated. An Association-supplied proxy form shall provide a blank space for the Unit Owner to name a proxy holder. No person may cast more than the percentage of all Association votes through undirected proxies permitted by the Act, currently fifteen percent (15%).

Section 3.9 — Electronic and Paper Ballots

Unless prohibited or limited by the Declaration, the Association may conduct a vote by electronic or paper ballot before or at a meeting and may conduct a vote without a meeting. A vote without a meeting shall provide every Unit entitled to vote a ballot and the notice required by the Act, including the action or office at issue, quorum or response threshold, approval threshold, return method, deadline and a reasonable method for Unit Owners to communicate views about the vote.

Section 3.10 — Association-Owned Units

Votes allocated to a Unit owned by the Association shall be cast in the proportion required by Connecticut General Statutes §47-252, as amended, rather than being automatically excluded.

Section 3.11 — Inspectors and Ballot Integrity

The Board may appoint neutral election inspectors. Ballots and proxies shall be authenticated by reasonable procedures, protected against duplicate voting, and retained for the statutory period. Secret ballots may be used for elections or other matters when authorized by the Act and Board procedures.

Section 3.12 — Parliamentary Procedure

Meetings shall be conducted in an orderly manner. The chair may use the current edition of Robert's Rules of Order Newly Revised as a procedural guide when not inconsistent with law or the Documents, but technical parliamentary defects shall not invalidate otherwise lawful Association action unless they materially affect voting rights or the outcome.

ARTICLE IV — OFFICERS**Section 4.1 — Officers**

The officers are President, Secretary and Treasurer, and may include a Vice President and other officers the Board determines useful. Officers shall be elected annually by the Executive Board from among eligible persons. The President shall be a Director unless the Board and applicable law permit otherwise.

Section 4.2 — President

The President presides at Association and Board meetings, provides leadership in implementing Board decisions, and executes instruments authorized by the Board. The President has no unilateral authority to bind the Association except as expressly delegated by Board resolution, the Documents or law.

Section 4.3 — Vice President

The Vice President, if elected, performs the President's duties when the President is absent or unable to act and performs other duties assigned by the Board.

Section 4.4 — Secretary

The Secretary maintains or supervises minutes, notices, election records and the Association's corporate records; authenticates records when appropriate; and may prepare, attest and record amendments when authorized. The Secretary shall ensure that Board action without a meeting and other authenticated records are maintained as required by law.

Section 4.5 — Treasurer

The Treasurer oversees Association funds, financial records, bank and investment accounts, budgets, reserve records, financial reporting and tax compliance. Day-to-day bookkeeping may be delegated to a manager, accountant or other agent, but the Treasurer and Board retain oversight responsibility.

Section 4.6 — Execution of Instruments

Contracts, checks, deeds, leases, certificates and other instruments shall be executed by the officer or agent authorized by the Board, subject to any financial-control policy adopted by the Board and any statutory signature requirement.

Section 4.7 — Officer Removal and Vacancies

An officer may be removed and replaced by the Executive Board at any time, subject to any contractual rights and applicable law. An officer vacancy may be filled by the Board for the remainder of the term.

ARTICLE V — COMMITTEES, MANAGING AGENT AND VENDORS**Section 5.1 — Committees**

The Board may establish standing or ad hoc committees and shall define their purpose, authority, reporting responsibility and term. A committee may not bind the Association unless the Board has delegated specific authority permitted by law.

Section 5.2 — Open Meeting Compliance

A committee authorized to act for the Association shall comply with applicable open-meeting requirements. Advisory committees shall conduct business transparently to the extent reasonably practicable and shall maintain written recommendations or reports for the Board.

Section 5.3 — Managing Agent

The Board may retain and discharge a managing agent and may delegate administrative functions by written agreement. The manager shall act under Board direction, maintain Association records entrusted to the manager, protect owner information, disclose conflicts, and return Association records and credentials promptly upon termination.

Section 5.4 — Vendor Selection and Conflicts

The Board shall use reasonable diligence in vendor selection and may adopt competitive-bid, insurance, licensing and contract-review procedures. Directors and officers shall disclose financial or family interests in proposed vendors and shall recuse when required by law or policy.

ARTICLE VI — FINANCIAL ADMINISTRATION

Section 6.1 — Budget

The Board shall prepare and adopt the annual budget in accordance with Article XI of the Declaration and the Act. Budget summaries shall disclose reserve funding and the basis on which reserves are calculated and funded.

Section 6.2 — Accounts and Reserves

Association operating and reserve funds shall be held in accounts titled in the Association's legal name. Reserve funds shall be separately identified in the Association's books and used for reserve or capital purposes except as lawfully authorized. The Board shall maintain prudent internal controls appropriate to the Association's size.

Section 6.3 — Financial Reporting

The Board shall provide periodic financial reports to Directors and such financial information to Unit Owners as required by law. The Association shall maintain tax returns, financial statements, ledgers, bank records and reserve records for the statutory and prudent retention periods.

Section 6.4 — Capital Planning

The Board shall maintain and periodically update a long-range capital plan or reserve study appropriate to Fountain Hill's buildings and infrastructure. Capital planning should identify major components, estimated useful lives, projected replacement costs and anticipated funding sources.

Section 6.5 — Contracts and Expenditures

The Board may adopt a purchasing and contract policy requiring appropriate bids, contract terms, insurance certificates, warranties, lien waivers, professional review and approval thresholds. Emergency work necessary to protect persons or property may be authorized on an expedited basis and documented promptly.

ARTICLE VII — ENFORCEMENT, COMPLAINTS AND DISPUTE PROCEDURES

Section 7.1 — Violation Reports

A Unit Owner, resident, Director, manager or authorized agent may report an alleged violation. The Association should document material complaints and conduct a reasonable investigation before formal enforcement.

Section 7.2 — Courtesy Notice

For a curable nonemergency violation, the Association should ordinarily provide a courtesy or first notice describing the issue and a reasonable correction period before scheduling a formal hearing, unless prior history, safety, urgency or the Documents justify immediate formal action.

Section 7.3 — Formal Hearing

When notice and hearing are required, the formal notice shall state the alleged violation, relevant Document provision, material facts, potential sanction, and hearing date, time and participation

method. The Unit Owner may present relevant information and may be represented by counsel at the Unit Owner's expense.

Section 7.4 — Decision

After the hearing, the Board shall issue or record a decision identifying the action taken. Fines and sanctions shall be reasonable and consistent with the Declaration, Rules and Act. The Board may suspend or reduce a sanction based on prompt correction or other equitable considerations when consistent with uniform administration.

Section 7.5 — Owner Complaints About Association Action

The Board may maintain a written complaint procedure for Unit Owners to raise concerns about Association action, inaction, records, maintenance or governance. The procedure should acknowledge written complaints, identify the responsible reviewer, provide a reasonable response period, and preserve access to any legal remedies available to the parties.

Section 7.6 — Alternative Dispute Resolution

The Association may offer informal conference, mediation or other alternative dispute resolution when appropriate, without waiving statutory or contractual rights and subject to any mandatory dispute-resolution requirements of law.

ARTICLE VIII — RECORDS, PRIVACY AND COMMUNICATIONS

Section 8.1 — Records Policy

The Board shall adopt and maintain a records-retention and destruction policy consistent with the Act, tax requirements, insurance needs and litigation holds. The policy shall address paper and electronic records, backups, transition between Directors or managers, and secure destruction of confidential information.

Section 8.2 — Association Email and Systems

Board and Association business should be conducted through Association-controlled email accounts or systems when practicable. Directors, officers, committee members and agents shall return or transfer Association records, passwords and credentials when their service ends and shall not retain or use confidential owner information for personal purposes.

Section 8.3 — Owner Contact Information

The Association shall maintain current owner mailing and electronic addresses and protect nonpublic contact information. Unit Owners are responsible for updating their contact information. Association communications may be delivered electronically as permitted by the Act.

Section 8.4 — Cybersecurity

The Board may adopt reasonable cybersecurity and data-protection practices, including access controls, multifactor authentication, secure backups and procedures for responding to suspected unauthorized access or data loss.

ARTICLE IX — INDEMNIFICATION AND LIABILITY PROTECTION

Section 9.1 — Indemnification

The Association shall indemnify Directors and officers to the fullest extent permitted by the Connecticut Revised Nonstock Corporation Act, the Act and other applicable law, subject to applicable standards of conduct and exclusions.

Section 9.2 — Insurance

The Board shall maintain directors-and-officers liability or equivalent coverage when reasonably available and prudent, together with fidelity/crime insurance required by law.

ARTICLE X — NOTICES, CERTIFICATES AND MISCELLANEOUS

Section 10.1 — Notices

Official notices shall be delivered in the manner permitted by the Act and the Declaration. A notice is effective at the time provided by statute.

Section 10.2 — Resale Certificates and Statements

An officer, managing agent or other authorized person may prepare and execute resale certificates and statements of unpaid assessments. Fees shall be those permitted by current law and Board resolution; no obsolete fixed fee is incorporated in these Bylaws.

Section 10.3 — Waiver

Failure to enforce a provision does not waive future enforcement, subject to applicable law, reliance and equitable defenses.

Section 10.4 — Severability

If a Bylaw provision is invalid, remaining provisions remain effective to the extent they can operate independently.

ARTICLE XI — AMENDMENT OF BYLAWS

Section 11.1 — Method

Subject to final counsel confirmation of the amendment procedure, these Bylaws may be amended by Unit Owners holding at least sixty-seven percent (67%) of the Association votes. The Executive Board may amend the Bylaws without a Unit Owner vote only to the extent a specific amendment is expressly authorized by the Act and this Declaration.

Section 11.2 — Notice

Any proposed Bylaw amendment shall be described in the meeting notice or ballot and shall be accompanied by the proposed text or a clear summary sufficient to inform Unit Owners of the change. Any additional notice-and-comment procedure required by the Act or Declaration shall be followed.

BYLAW AMENDMENT AUTHORITY - COUNSEL REVIEW

The original Declaration permits Bylaw amendments by a two-thirds Board vote after notice and comment. This restatement proposes 67% Unit Owner approval for substantive Bylaw amendments. Counsel should confirm the legally permitted amendment procedure before recording.

PART III / SCHEDULE C

CONSOLIDATED RULES AND REGULATIONS

OF

FOUNTAIN HILL CONDOMINIUM ASSOCIATION, INC.

Adoption, Status and Supersession

These consolidated Rules are included in the 2026 restatement package so the Association has one complete governing-document set. Except where a corresponding provision is expressly stated as a covenant in the Declaration, these Rules are Board-adopted Rules rather than recorded Declaration covenants and may later be amended or repealed only in accordance with the Connecticut Common Interest Ownership Act, including Connecticut General Statutes §47-261b. Any leasing restriction enforced solely as a Rule remains subject to the additional requirements of §47-261b(f)(3).

Upon proper adoption and effectiveness, these Rules are intended to supersede and replace the prior Public Offering Statement Exhibit C / Schedule C1 rules, the May 4, 1989 Rules and Regulations as amended in September 2005, the 2018 Maintenance, Repair and Replacement Standards, and the 2010 leasing rules as amended September 8, 2011, to the extent those prior provisions address the same subject. Property-specific Declaration provisions and recorded amendments remain controlling.

ARTICLE I — USE AND MAINTENANCE OF UNITS

Section 1.1 — Residential Occupancy

Units shall be used for residential purposes as one housekeeping unit and in compliance with Article VI of the Declaration. No rule shall be interpreted to discriminate based on familial status or any other protected status.

Section 1.2 — Owner Maintenance Responsibility

Each Unit Owner shall maintain, repair and replace the portions of the Unit and Limited Common Elements assigned to the Unit Owner by the Declaration. The Association remains responsible for Common Elements and other components assigned to it by the Declaration or the Act. Owners should report conditions that may involve a Common Element or shared system to the Association rather than assuming the condition is solely an individual-unit matter.

Section 1.3 — Emergency Access and Security

The Association may maintain a voluntary emergency key, access code or lockbox information for a Unit in a secure manner. Whether or not a key is on file, the Association retains the right of emergency access and other access granted by the Declaration and law. If an Owner changes locks or security systems, the Owner shall ensure that any emergency-access information voluntarily maintained by the Association is promptly updated. The Association shall document emergency entry and notify the Owner as soon as reasonably practicable.

Section 1.4 — Electrical Devices and Circuits

No electrical device or installation may overload a circuit, panel or service capacity or create an unsafe condition. Permanent wiring, panel changes, standby generators and other material electrical alterations shall be performed by properly licensed contractors and shall obtain permits and Association approval when required. Electric vehicle charging installations are governed specifically by Declaration Section 8.6 and Schedule C-4, Electric Vehicle Charging Station Policy.

Section 1.5 — Cleanliness, Trash Storage and Vermin Prevention

Each Unit shall be maintained in a sanitary condition and free of conditions that create an unreasonable fire, water, odor, pest or vermin risk. Trash, recycling and refuse shall be stored in closed containers in the Unit garage or other approved location except during the permitted collection period.

Section 1.6 — Exterior Displays, Decorations, Flags and Signs

No item may be hung, attached or displayed on the exterior of a Unit, roof, Common Element or Limited Common Element except as permitted by the Declaration, these Rules or written Board approval. Ordinary interior curtains and window treatments and reasonable seasonal decorations are permitted if they do not damage Common Elements, create a safety hazard or materially interfere with neighbors. Religious objects on an entry door or entry-door frame are permitted to the extent protected by Connecticut General Statutes §47-230a. Displays of the United States flag, Connecticut flag, and candidate, association-election or ballot-question signs shall be permitted subject only to reasonable time, place, size, number and manner rules allowed by Connecticut General Statutes §47-261b(d) and applicable federal law.

Section 1.7 — Exterior Painting and Appearance

No Owner may paint, stain, refinish or otherwise change the color or exterior appearance of any building surface, door, trim, railing or other exterior component without prior written approval when required by the Declaration.

Section 1.8 — Antennas and Communications Equipment

Antennas, satellite dishes and similar communications equipment shall comply with federal law, including applicable FCC protections, as well as reasonable Association requirements that do not impair protected reception or transmission. Any exterior installation that is not federally protected requires prior written approval.

Section 1.9 — Wood-Burning Fireplaces and Stoves

An existing fireplace or wood-burning stove may be used only if lawfully installed, properly maintained and operated in accordance with applicable code, manufacturer instructions and insurance requirements. A new or replacement wood-burning appliance, chimney, flue or exterior vent requires prior written Association approval and all required City of New Haven permits and inspections. Chimneys and flues serving a Unit shall be inspected at least annually by a qualified professional when the appliance is in use and cleaned whenever the inspection or manufacturer recommends cleaning.

ARTICLE II — USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 2.1 — Obstructions and Storage

Common Elements, roadways, walkways and access areas shall not be obstructed. No personal property may be stored on Common Elements except in a location and manner expressly approved by the Board.

Section 2.2 — Laundry, Rugs and Similar Items

Clothes, sheets, blankets, rugs, mops and similar articles shall not be hung, shaken or displayed from windows, doors, decks, porches, railings, trees or exterior building surfaces.

Section 2.3 — Proper Use; Waste; Damage

Common Elements shall be used only for their intended purposes. No person may commit waste, vandalism or damage; interfere with another person's lawful use; or engage in conduct that creates an unreasonable hazard, nuisance or disturbance.

Section 2.4 — Alterations to Common or Limited Common Elements

No Owner or occupant may alter, add to, penetrate, remove or improve a Common Element or Limited Common Element without prior written approval when required by the Declaration. Architectural applications shall be processed under Article VIII of the Declaration and the Association's application procedure.

ARTICLE III — CONDUCT OF OWNERS, OCCUPANTS, TENANTS AND GUESTS

Section 3.1 — Nuisance and Noise

No noxious, offensive, dangerous or unsafe activity may be conducted in a Unit or on the Common Elements. Owners and occupants shall not make or permit unreasonable noise, vibration, odors or other conditions that materially interfere with another resident's use and enjoyment. Responsibility extends to household members, tenants, contractors, employees, agents, visitors and guests.

Section 3.2 — Compliance With Law

No unlawful use may be made of the Property. Owners, occupants and guests shall comply with applicable federal and Connecticut law and with applicable ordinances, codes and lawful requirements of the City of New Haven.

Section 3.3 — Responsibility for Others

A Unit Owner is responsible to the Association for violations of the Documents by the Owner's tenants, occupants, household members, guests, contractors and invitees to the extent permitted by law. The Owner shall reimburse the Association for damage or expenses chargeable to the Unit under the Declaration or the Act after any required notice and hearing.

Section 3.4 — Management and Association Personnel

No Owner may direct Association employees, contractors or the managing agent to perform private work or leave Association duties for the Owner's individual benefit unless the service is expressly authorized by the Association or managing agent and any applicable charge is paid by the Owner.

ARTICLE IV — INSURANCE, DAMAGE AND SAFETY

Section 4.1 — Conduct Affecting Insurance

No Owner or occupant may knowingly maintain a condition or engage in conduct that materially increases the Association's insurance risk, causes cancellation or nonrenewal of required coverage, or violates a lawful condition of the Association's insurance program, unless the Board has approved the condition and any resulting cost allocation is permitted by law.

Section 4.2 — Insurance and Safety Requirements

Owners and occupants shall comply with applicable building and fire codes, lawful insurer loss-control requirements communicated by the Association, and the written Maintenance and Loss Prevention Standards in Article IX of these Rules.

Section 4.3 — Reporting Damage and Incidents

Fire, water intrusion, gas odors, electrical hazards, structural damage, accidents, injuries and other conditions that may affect another Unit or the Common Elements shall be reported promptly to the Association or managing agent and, when appropriate, to emergency services.

ARTICLE V — TRASH, RECYCLING AND EXTERIOR HOUSEKEEPING

Section 5.1 — Containers and Storage

Residents are responsible for suitable trash and recycling containers. Containers shall ordinarily be stored inside the Unit garage and shall be kept closed and in a sanitary condition.

Section 5.2 — Collection Set-Out and Removal

Containers may be placed at the collection location no earlier than the evening before the scheduled collection day and shall be returned to the garage or approved storage location promptly after collection, ordinarily by the end of the collection day. The collection day and holiday schedule are administrative service information and may be changed by the Association or service provider without a formal Rule amendment.

Section 5.3 — Litter and Bulk Items

Littering is prohibited. Bulk items, construction debris, hazardous materials and items not accepted by the regular collection service shall be removed by the responsible Owner at the Owner's expense in accordance with law and any Association instructions.

ARTICLE VI — PARKING, VEHICLES AND TOWING

Section 6.1 — Assigned Unit Parking

Parking is confined to each Unit's garage and the two parking positions directly in front of that garage, consistent with the established four-space arrangement for each Unit: two spaces inside the garage and

two immediately in front. Vehicles must fit wholly within the assigned area and may not obstruct neighboring access, sidewalks, roadways, snow removal, deliveries or emergency access.

Section 6.2 — No Roadway, Curb or Common-Area Parking

Parking is prohibited at curbs, on internal roadways, on landscaped or other Common Elements, in front of another Unit without permission, or in any location that restricts ingress, egress, fire apparatus, emergency vehicles or Association operations.

Section 6.3 — Guest Parking

Each Unit Owner is responsible for directing guests, tenants and service visitors to lawful parking. Guests do not acquire separate Common Element parking rights and should use the host Unit's available assigned spaces unless the Board designates a temporary guest area.

Section 6.4 — Prohibited or Stored Vehicles and Equipment

Except for temporary loading, unloading, delivery, service or a written Board exception, no boat, boat trailer, camper, recreational vehicle, house trailer, utility trailer, all-terrain vehicle, dirt bike, go-cart, large commercial equipment or similar machinery may be stored on the Property outside a closed garage. A motor vehicle may not remain on the Property if it is unregistered or inoperable, leaks fuel or other hazardous fluids, creates a safety hazard, or remains unmoved for more than seven (7) days without notice to and approval from the Association. Commercial lettering alone does not make an otherwise compliant passenger or light-duty vehicle prohibited; however, oversized commercial vehicles or vehicles that cannot be accommodated within the assigned garage/driveway area are prohibited unless temporarily present for service or delivery.

Section 6.5 — Vehicle Repairs and Unlicensed Vehicles

Major or extraordinary vehicle repairs, fluid changes or mechanical work are prohibited on the Property. Emergency work necessary to move a disabled vehicle and ordinary exterior washing or interior cleaning are permitted if performed safely and without nuisance or damage. Unlicensed recreational motor vehicles may not be operated on Common Elements.

Section 6.6 — Towing and Immediate Safety Conditions

Unauthorized vehicles may be towed only in compliance with Connecticut General Statutes §§14-145 through 14-145c and other applicable law. Where state law permits towing without advance posted-warning signage—such as a vehicle in an emergency-vehicle area, within ten feet of a fire hydrant, blocking building access, blocking entry or exit, or left without authorization for forty-eight hours or more—the Association may authorize towing without an additional Association warning. Other towing shall follow applicable signage, authorization and notice requirements.

Section 6.7 — Association Enforcement; No Private Parking Citation

The Association may enforce parking violations against the responsible Unit Owner through the general violation, notice and hearing process in the Declaration, Bylaws and these Rules and may impose a reasonable Association fine after due process. The Association shall not issue a separate private-property “parking citation” to a motor-vehicle owner in a manner prohibited by Connecticut General Statutes §14-145(d). Towing and an Association fine are distinct remedies and shall be administered lawfully.

ARTICLE VII — DECKS, PORCHES, EXTERIOR STORAGE AND PERSONAL ITEMS

Section 7.1 — Permitted Items

Front and rear decks, porches, balconies and other Limited Common Elements shall be kept clean, orderly and reasonably uncluttered. Ordinary outdoor furniture, planters and reasonable seasonal decorations are permitted if safely maintained and if they do not damage surfaces, obstruct access or create a nuisance.

Section 7.2 — Unattended Items

Toys, strollers, bicycles, tools, boxes and similar personal items shall not be left unattended on Common Elements and shall ordinarily be stored inside the Unit or garage. Temporary use on a deck or porch is permitted when consistent with safety, appearance and access.

Section 7.3 — Temporary Storage Containers

Portable storage containers, POD-type units, dumpsters and similar temporary containers require prior written Board approval as to location and duration and may not block emergency access, roadways or another Unit. The Owner is responsible for resulting damage and restoration.

ARTICLE VIII — GRILLS, OPEN FLAMES AND OUTDOOR COOKING

Section 8.1 — Open-Flame Cooking Devices

Consistent with the Connecticut State Fire Prevention Code, an open-flamed cooking device, including a propane or natural-gas grill, hibachi or charcoal-burning grill, shall not be used or kindled on a balcony, deck or open porch, under an overhanging portion of a building, or within ten (10) feet of a structure when the code applies. Open-flame devices may be used only in a Board-designated location that complies with applicable code, if the Association establishes such a location.

Section 8.2 — Electric Grills

Electric grills may be used outdoors where permitted by the manufacturer and applicable code, provided they are maintained in safe condition, do not overload electrical circuits and do not create unreasonable smoke, odor or nuisance.

Section 8.3 — Fuel Storage and Fire Safety

Propane cylinders, charcoal, lighter fluids and other fuels shall be stored and handled only as permitted by applicable fire code and manufacturer instructions. No grill or fuel source may be operated or stored in a manner that blocks egress or creates an unreasonable fire hazard. The historical rule permitting gas grills on back decks is superseded to the extent inconsistent with current fire code.

ARTICLE IX — MAINTENANCE, REPAIR AND LOSS-PREVENTION STANDARDS

Section 9.1 — Statutory Purpose

These standards are adopted as written maintenance standards for purposes of Connecticut General Statutes §47-257(e). After notice and an opportunity to be heard, the Association may assess to a Unit the portion of a Common Expense in excess of insurance proceeds when the expense is caused by

willful misconduct, gross negligence or failure to comply with an applicable written maintenance standard by a Unit Owner, tenant, guest or invitee, as provided by law.

Section 9.2 — Minimum Temperature and Freeze Protection

During the heating season, each Unit shall maintain heat sufficient to keep the interior temperature at not less than sixty (60) degrees Fahrenheit and to prevent freezing of plumbing and building systems.

Section 9.3 — Water Heaters

Water heaters shall be maintained in accordance with manufacturer instructions and shall be replaced promptly upon leakage, significant corrosion, unsafe operation, end-of-life indication or a qualified professional's recommendation. A water heater that is ten (10) years old or older shall be inspected at least annually for leakage, corrosion and safe operation. When a water heater is replaced, an automatic leak-detection shutoff valve shall be installed and a drain pan or other approved containment shall be installed where technically feasible and permitted by code.

Section 9.4 — Washing Machine, Dishwasher and Appliance Supply Lines

Washing machines and dishwashers, and other appliances with flexible pressurized water connections when replaced or newly installed, shall use manufacturer-approved braided stainless-steel, Flood-Check-type or equivalent flood-resistant supply lines and fittings. Worn, kinked, corroded or leaking lines shall be replaced immediately.

Section 9.5 — Dryer Exhaust Systems

Dryer exhaust ducts serving a Unit shall comply with applicable building code and manufacturer instructions. Permanent exhaust ducts shall be metal as required by code; plastic, vinyl and combustible accordion-type dryer ducting are not permitted as permanent exhaust duct material. Ducts exclusively serving a Unit shall be inspected and cleaned at least annually, and lint filters shall remain installed and be cleaned regularly.

Section 9.6 — Smoke and Carbon-Monoxide Alarms

Each Unit shall maintain operable smoke and carbon-monoxide alarms in the locations and of the types required by applicable Connecticut law, building/fire code and manufacturer instructions. Alarms shall be tested at least twice each year and more frequently when required by the manufacturer; replaceable batteries shall be replaced at least annually or promptly upon a low-battery indication. Each alarm shall be replaced at the end of the manufacturer's stated service life or sooner if defective. The former references to NFPA 74 and NFPA 720 are removed as obsolete.

Section 9.7 — Electrical Capacity and Condition

Electrical usage shall not exceed the capacity of circuits or equipment serving the Unit. Unsafe cords, receptacles, devices, panels or wiring shall be repaired or replaced promptly by a qualified person. Any condition affecting Common Elements or shared electrical systems shall be reported to the Association.

Section 9.8 — Water Leakage and Plumbing

Each Owner and occupant shall promptly stop, mitigate and report any active or suspected water leak that may affect another Unit or the Common Elements. Unit-controlled shutoff valves shall be kept accessible and operable. Plumbing fixtures, appliance connections and owner-maintained piping shall be maintained to prevent leakage.

Section 9.9 — Fireplaces, Chimneys and Flues

A fireplace, wood-burning stove, chimney or flue serving a Unit shall be inspected at least annually by a qualified chimney or hearth professional when used. Cleaning shall be performed whenever recommended by the inspection or manufacturer and in any event often enough to prevent unsafe creosote or obstruction. Documentation shall be provided to the Association upon reasonable request following a loss, safety concern or insurance requirement.

Section 9.10 — HVAC and Condensate Systems

Owner-maintained heating and air-conditioning equipment shall be serviced at manufacturer-recommended intervals. Condensate drains, pumps and pans shall be maintained so they do not overflow or damage a Unit or Common Element.

Section 9.11 — Extended Vacancy

An Owner who expects a Unit to be unoccupied for more than seven (7) consecutive days during the heating season shall maintain the minimum temperature required above, provide the Association current emergency contact information, and arrange for reasonable periodic inspection of the Unit. An Owner may shut off domestic water when appropriate, provided doing so does not disable a required fire-protection, heating or other shared system.

Section 9.12 — Proof of Compliance

When the Association has a reasonable basis to believe a maintenance standard has not been met, or when documentation is reasonably required by the Association's insurer, the Board may request reasonable proof of inspection, service or replacement. Requests shall be applied consistently and shall not require disclosure of unrelated private information.

ARTICLE X — LEASING OF UNITS**Section 10.1 — Incorporation of Declaration Restrictions**

Leasing is governed primarily by Article VI of the Declaration. These Rules establish the administrative process for the historical leasing restrictions adopted in 2010 and amended September 8, 2011, as updated in the 2026 restatement.

Section 10.2 — Application Before Leasing

Before advertising a Unit for a lease that would commence during a restricted period or before executing a lease that requires an available leasing position, the Owner should request confirmation from the Association that the Unit is eligible to lease. A proposed lease shall accompany the formal application unless the Board's current application procedure permits preliminary eligibility review before a tenant is selected.

Section 10.3 — Owner-Occupancy, Lease-Term and Consecutive-Leasing Requirements

The two-year owner-occupancy prerequisite, six-month minimum lease term, one-year maximum lease term and two-consecutive-year leasing limit shall be administered in accordance with Sections 6.5 through 6.7 of the Declaration. No additional reset period is created by these Rules.

Section 10.4 — Community Leasing Cap

The Association shall maintain a current leasing register. No more than two (2) Units may be leased at one time. Existing lawful leases protected under the Declaration shall be included in the register and shall receive any protection required by applicable law.

Section 10.5 — Renewals, Preference and Lottery

A renewal or extension requires Board approval. If more qualified applicants seek an available leasing position than positions are available, the Association shall first give preference to otherwise eligible Owners who did not lease during the preceding year. Remaining ties shall be resolved by a documented neutral lottery.

Section 10.6 — Executed Lease and Tenant Information

Before tenant occupancy, the Owner shall provide the fully executed lease, tenant and adult-occupant names and contact information, vehicle information reasonably needed for parking administration, lease dates and the Owner's current off-site and emergency contact information. The Owner shall give tenants a current copy or electronic access to the Rules.

Section 10.7 — Owner Responsibility for Tenant Conduct

The Unit Owner remains responsible to the Association for compliance by tenants and occupants. Any fine or charge arising from a tenant violation shall be imposed against the Unit Owner only after the notice and hearing required by law. The former automatic \$300-per-month lease-document fine and \$50-per-month late fee on unpaid fines are not carried forward; lease-registration violations shall instead be handled under the Association's generally applicable enforcement and fine schedule.

Section 10.8 — Hardship and Reasonable Accommodation

An Owner may request a hardship exception or reasonable accommodation. The request shall be evaluated on its individual facts, and the Board may impose reasonable time limits and conditions consistent with the Declaration, fair housing law and the purpose of the leasing restrictions.

Section 10.9 — Statutory Rule and Recording Requirements

If any leasing restriction is enforced as a Board Rule rather than as a duly approved Declaration covenant, the Board shall ensure that the restriction is reasonably designed to meet institutional first-mortgage lender underwriting requirements and that the statutory notice is recorded in the New Haven land records before enforcement, as required by Connecticut General Statutes §47-261b(f)(3).

ARTICLE XI — GENERAL ADMINISTRATION AND ENFORCEMENT**Section 11.1 — Written Approvals**

Any approval required by these Rules shall be obtained in a record before the regulated work, use or activity begins, except in a genuine emergency.

Section 11.2 — Complaints

A formal complaint concerning management of the Property or an alleged violation should be submitted in a record to the Executive Board or managing agent and should identify the conduct, date, location and supporting information reasonably available to the complainant.

Section 11.3 — Notice, Hearing and Fines

Except where immediate action is authorized by law to protect persons or property, no fine or other sanction requiring due process shall be imposed until the responsible Unit Owner receives notice of the alleged violation and a reasonable opportunity for a hearing. Fines shall be reasonable and shall be imposed under the Association's current fine schedule or Board decision consistent with the Declaration, Bylaws and the Act. The historical fixed parking fine and inconsistent older fine amounts are superseded.

Section 11.4 — Towing, Injunctive Relief and Other Remedies

The Association may use towing, injunctive relief, reimbursement assessments, self-help in a genuine emergency and other remedies only to the extent permitted by the Governing Documents and applicable law. Use of one remedy does not waive another lawful remedy.

Section 11.5 — Owner Comment and Future Rule Changes

Future adoption, amendment or repeal of these Rules shall follow Connecticut General Statutes §47-261b, including at least ten days' advance notice of the proposed text and action date, consideration of Unit Owner comments, and post-adoption notice with a copy of any new or amended Rule.

ARTICLE XII — SOURCE, CONSOLIDATION AND COUNSEL NOTES**Section 12.1 — Historical Materials Consolidated**

The Association supplied multiple overlapping Schedule C documents. The Public Offering Statement Exhibit C / Schedule C1 materials contained the original use, Common Element, conduct, insurance, rubbish, parking, administrative and later maintenance provisions. The separate May 4, 1989 Rules and Regulations, amended September 2005, addressed individual repairs, parking, exterior storage, trash, noise, grills, decks and enforcement. The 2010/2011 leasing document established owner-occupancy, lease-term, approval, renewal, consecutive-leasing, cap, lottery, lease-copy and tenant-violation provisions. All of those subjects have been carried forward here in consolidated and updated form except obsolete declarant-control provisions and outdated statutory/code references.

Section 12.2 — Items Requiring Final Verification

Before recording, counsel and the Board should complete the remaining technical review items, including: (a) whether the 2010/2011 leasing restriction notice was separately recorded in the New Haven Land Records; (b) the final recording mechanics for the existing window-responsibility allocation; (c) applicable mortgagee notice or consent requirements; (d) final amendment and certification language; and (e) statutory updates effective through the recording date. The legal corporate name, existing legal description, sixteen-Unit configuration, equal Allocated Interests and current leasing restrictions are treated as resolved for the meeting version.

Section 12.3 — 2026 Legal and Code Updates Reflected

The 2026 revisions reflect, among other items, current CIOA rule-adoption requirements, statutory protections for religious door displays and certain flags/signs, current maintenance-cost allocation standards, current private-property towing requirements, current Connecticut fire-code restrictions on open-flame cooking devices near structures, and current building-code requirements for dryer exhaust systems. These references are included for counsel review and should be updated if law or code changes before final adoption.

PROPOSED ADOPTION AND CERTIFICATION

The following execution block is included for meeting review. Association counsel should prepare or approve the final execution, voting-certification, witness/notary and recording form after Unit Owner approval.

RECORDING FORM TO BE PREPARED BY COUNSEL

Insert final certification of the Unit Owner vote/agreement, Association officer execution, witness requirements, Connecticut acknowledgment/notary language, legal description, recording references and any mortgagee consent or certificate required for the particular restatement.

FOUNTAIN HILL CONDOMINIUM ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

POST-ADOPTION COUNSEL AND RECORDING CHECKLIST

This administrative checklist is not part of the proposed substantive restrictions. It identifies technical counsel and recording steps to be completed after Unit Owner approval and before the final instrument is executed and recorded.

Item	Verification / Decision	Status
Corporate legal name	Verified legal name: Fountain Hill Condominium Association, Inc. Use this name throughout all final documents and recording instruments.	RESOLVED
Original recording references	Preserve the original recorded Declaration and supplement/amendment citations exactly as they appear in the land records. Final counsel review should confirm indexing in the execution copy.	PRESERVE / FINAL CHECK
Legal description	No change. Schedule A-1 is the same property description contained in the original Declaration recorded in Volume 3791 at Page 055.	RESOLVED
All recorded amendments	Perform a current title/land-record review through the recording date so no amendment, release, easement or mortgagee-related instrument is omitted.	PENDING
Expired declarant rights	Confirm that all development and Special Declarant Rights have expired or been fully exercised and may be removed without affecting a surviving right.	PENDING
Allocated interests	Sixteen Units; each Unit retains a 6.25% Common Element interest, 6.25% Common Expense liability and one vote.	RESOLVED
Windows, doors and owner-maintained components	Preserve current Unit Owner window-replacement responsibility. Counsel should confirm final recording language and consistency with the master insurance policy; no policy change is proposed.	PRESERVE / FINAL CHECK
Leasing restrictions	Preserve current policy: two-year owner-occupancy prerequisite; six-month minimum lease; one-year maximum lease; Board approval; maximum two leased Units at one time; maximum two consecutive years of leasing; renewal preference/lottery procedures remain as stated.	RESOLVED
Mortgagee consents	Review original Article XVIII and current mortgages to determine whether any mortgagee consent or notice is needed to remove obsolete Eligible Mortgagee / Eligible Insurer provisions.	PENDING

PROPOSED FOR UNIT OWNER REVIEW AND VOTE - NOT YET ADOPTED

Item	Verification / Decision	Status
Declaration amendment threshold	Confirm 67% general threshold and identify any provisions requiring 80%, unanimity, affected-owner consent or other approvals under CGS §47-236.	PENDING
Bylaw amendment authority	Determine whether the final restatement will preserve any Board power to amend Bylaws or instead require Unit Owner approval for substantive Bylaw amendments.	PENDING
Insurance responsibilities	Compare Article XII with the current master policy, fidelity coverage, insurer deductible allocation, standard-fixtures schedule, Unit Owner HO-6 expectations and lender requirements.	PENDING
Maintenance standards	Substantive updated standards are included in Part III. Confirm final insurer/code alignment before recording or separate rule adoption as applicable.	UPDATED / FINAL CHECK
2026 statutory changes	Confirm all Connecticut statutory amendments effective through the recording date, including 2025/2026 changes affecting records, financial disclosures, lender questionnaires, resale administration and Common Expense allocation.	PENDING
Capital plan	Continue to treat the Capital Improvement Plan as an administrative planning document, not a recorded covenant.	RESOLVED
Resale administration	Update the Association's resale certificate template, statutory fee, annual land-record contact filing, insurance schedule attachment and current assessment disclosures after the restatement is adopted.	PENDING

Schedule C / Rules integration verification: confirm that the 2026 Board rule-adoption notice is given at least ten days before action and that post-adoption notice is distributed with the final Rules.

Leasing recording verification: the Association has confirmed the current leasing terms, including the maximum of two leased Units at one time. Counsel should locate any land-record notice filed for the 2010/2011 leasing rules and confirm the approval/recording procedure for incorporating those existing restrictions as Declaration covenants in this restatement.

Parking/towing verification: confirm the four-space practical parking arrangement, install or update any legally required towing signage, and confirm the towing contractor follows CGS §§14-145 through 14-145c.

Fire-safety verification: confirm with the City of New Haven Fire Marshal/Association insurer that the grill/open-flame rule reflects the applicable occupancy classification and current Connecticut State Fire Prevention Code.

APPENDIX B

MODERNIZATION CROSS-REFERENCE

This administrative cross-reference shows the principal modernization topics incorporated into the restatement. It is provided for Board and counsel review and is not intended to create independent substantive rights.

Modernization Topic	Restated Provision	Primary Authority
Rule adoption / amendment	Declaration Art. X	CGS §47-261b
Open Board meetings / owner comment	Bylaws §§2.10–2.19	CGS §47-250
Electronic / hybrid meetings	Bylaws §§2.14, 3.4	CGS §47-250
Executive session	Bylaws §2.15	CGS §47-250
Board action without meeting	Bylaws §2.18	CGS §47-250
Owner voting, ballots, proxies	Bylaws Art. III	CGS §47-252
Association-owned Unit vote	Bylaws §3.10	CGS §47-252
Director removal	Bylaws §2.5	CGS §47-261d
Board fiduciary duties / conflicts	Declaration §9.3; Bylaws §2.9	CGS §47-245 and corporate law
Budget and reserve disclosure	Declaration §11.3; Bylaws §6.1	CGS §47-261e
Special assessments	Declaration §11.4	CGS §47-261e
Association loans	Declaration §11.5	CGS §47-261e
Assessment lien / foreclosure	Declaration §§11.7–11.9	CGS §47-258
Records inspection / privacy	Declaration Art. XIII; Bylaws Art. VIII	CGS §47-260
Notices / electronic communication	Declaration §13.5; Bylaws §10.1	CGS §47-261c
Insurance / standard fixtures schedule	Declaration Art. XII	CGS §47-255
Owner maintenance cost allocation	Declaration §§4.4–4.7	CGS §47-257
Architectural procedures	Declaration Art. VIII	CGS §47-261b and Declaration authority
EV charging stations	Declaration §8.6	CGS §47-261g
Leasing rules	Declaration Art. VI	CGS §§47-236(f), 47-261b(f)
Resale certificates	Declaration §13.6; Bylaws §10.2	CGS §47-270
Amendment thresholds	Declaration Art. XVI	CGS §47-236
Termination	Declaration §17.1	CGS §47-237

APPENDIX C

COMPANION IMPLEMENTATION POLICIES AND FORMS

The restated Declaration and Bylaws should remain durable and principle-based. The following operational policies should be adopted or refreshed separately so the Board can update procedures as law, insurance and technology change without repeatedly amending the recorded governing documents.

1. Assessment Collection and Foreclosure Policy

Due dates, late fees, interest, notice sequence, payment plans, counsel referral, statutory foreclosure prerequisites and Board authorization.

2. Rulemaking, Enforcement and Fine Policy

Ten-day rule notice, comments, hearings, fine schedule, continuing violations, written decisions and consistent enforcement.

3. Board Meeting and Electronic Participation Policy

Annual schedule, agenda distribution, owner comment, virtual meeting instructions, executive sessions, materials and minutes.

4. Records Retention, Inspection and Privacy Policy

Statutory inspection process, retention schedule, legal holds, electronic records, owner privacy, passwords and secure destruction.

5. Maintenance and Loss Prevention Forms / Annual Certification

Part III now contains the substantive maintenance standards. A companion checklist, annual owner reminder and proof-of-service form should be maintained administratively.

6. Architectural / Exterior Modification Policy

Application form, objective review criteria, contractors, permits, insurance, engineering, alteration agreements and completion inspections.

7. Schedule C-4 - Electric Vehicle Charging Station Policy

Standalone companion policy and two-page application/owner agreement implementing Declaration Section 8.6 and Connecticut General Statutes §47-261g.

8. Leasing Application, Register and Hardship Procedure

Part III now contains the substantive leasing rules. Maintain a standard application, leasing register, waiting-list/lottery form, tenant acknowledgment and hardship/accommodation procedure.

9. Fair Housing and Reasonable Accommodation Policy

Accessible request process, limited verification, confidentiality, service/assistance animals and modification review.

10. Conflict of Interest and Board Ethics Policy

Annual disclosure, recusal, gifts, vendor interests, confidentiality and return of Association records.

11. Financial Controls and Procurement Policy

Banking, reserve transfers, approvals, bids, contracts, invoices, reimbursements and fraud prevention.

12. Resale Certificate and Owner Transfer Procedure

Current statutory checklist, fee schedule, insurance attachments, assessment verification and annual land-record contact filing.

DRAFTING SOURCE NOTE

This meeting-review restatement was prepared from the Association's cleaned governing-document compilation and scanned historical instruments; the multiple Schedule C / Public Offering Statement rules supplied by the Association; the May 4, 1989 Rules and Regulations as amended in 2005; the 2010/2011 leasing rule; current operational and maintenance materials; a 2025–2044 capital improvement plan; current Connecticut Common Interest Ownership Act provisions reviewed through August 23, 2026; current Connecticut fire/building-code materials; Connecticut private-property towing law; and sample community-association policies used only as best-practice references. State-specific sample provisions from other jurisdictions were not treated as Connecticut law.