FOUNTAIN HILL CONDOMINIUM ASSOCIATION, INC

ORIGINAL GOVERNING DOCUMENTS

Historical Source Reference

Assembled for comparison with the 2026 Amended and Restated Draft

SOURCE-PRESERVATION NOTE

The source pages following each divider are preserved without substantive editing. Some documents overlap or repeat provisions because Fountain Hill has accumulated rules and amendments over time. This reference set intentionally preserves that history so the Board and Association counsel can compare it directly against the consolidated 2026 restatement draft.

INDEX OF SOURCE DOCUMENTS

Page numbers below refer to this assembled comparison PDF.

1. Original Declaration / Bylaws and Recorded-Document Scan pp. 4-73

Historical 70-page source scan used as the primary Declaration/Bylaws comparison reference.

2. Schedule C1 - Rules & Regulations pp. 75-92

Source copy supplied by the Association. Preserved as received, including legacy formatting.

3. Schedule C1-1 - Rules & Regulations pp. 94-107

Later compiled source including expanded parking provisions and the 2018 maintenance standards.

4. Schedule C2 - Rules Approved May 4, 1989 p. 109

Original May 1989 Rules and Regulations source copy.

5. Schedule C2 - Rules Approved May 1989, Amended September 2005 p. 111

Amended historical Rules and Regulations source copy.

6. Schedule C3 - Leasing of Units (2010; Revised September 8, 2011) p. 113

Historical leasing rule source used in the 2026 restatement comparison.

Historical documents control only to the extent legally valid and not superseded by later recorded instruments or applicable law.

SOURCE 1

Original Declaration / Bylaws and Recorded-Document Scan

Historical 70-page source scan used as the primary Declaration/Bylaws comparison reference.

COMPARISON LOCATION

Source pages in this assembled PDF: 4-73

The following pages are the source document as rendered / supplied.

FOUNTAIN HILL CONDOMINIUM ASSOCIATION, INC.



HOMEOWNERS ASSOCIATION

GENERAL BYLAWS

II. DECLARATION
OF
FOUNTAIN HILL
NEW HAVEN, CONNECTICUT

(Public Offering Statement Exhibit A)

TABLE OF CONTENTS

	Page
ARTICLE I - Definitions	II-1
Section 1.1 - Act	II-1
Section 1.2 - Allocated Interests	II-1
Section 1.3 - Association	II-1
Section 1.4 - Bylaws	II-1
Section 1.5 - Common Elements	II-1
Section 1.6 - Common Expenses	II-1
Section 1.7 - Common Interest Community	II-1
Section 1.8 - Declarant	II-1
Section 1.9 - Declaration	II-2
Section 1.10 - Development Rights	II-2
Section 1.11 - Director	II-2
Section 1.12 - Documents	II-2
Section 1.13 - Eligible Insurer	II-2
Section 1.14 - Eligible Mortgagee	II-2
Section 1.15 - Executive Board	II-2
Section 1.16 - Improvements	II-2
Section 1.17 - Limited Common Elements	II-2
Section 1.18 - Notice and Comment	II-2
Section 1.19 - Notice and Hearing	II-3
Section 1.20 - Person	II-3
Section 1.21 - Plans	II-3
Section 1.22 - Property	II-3
Section 1.23 - Rules	II-3
Section 1.24 - Security Interest	II-3
Section 1.25 - Survey	II-3
Section 1.26 - Unit	II-3
Section 1.27 - Unit Owner	II-3
ARTICLE II - Name and Type of Common Interest Community and Association	II-4
Section 2.1 - Common Interest Community	II-4
Section 2.2 - Association:	II-4

Page

ARTICLE III - Description of Land..... II-4

ARTICLE IV - Maximum Number of Units, Identification and Boundaries..... II-4

Section 4.1 - Number and Identification of Units..... II-4
Section 4.2 - Boundaries..... II-4

ARTICLE V - Limited Common Elements..... II-5

ARTICLE VI - Maintenance, Repair and Replacement..... II-6

Section 6.1 - Common Elements..... II-6
Section 6.2 - Units..... II-6
Section 6.3 - Limited Common Elements..... II-6
Section 6.4 - Access..... II-6
Section 6.5 - Repairs Resulting from Negligence..... II-6

ARTICLE VII - Subsequently Allocated Limited Common Elements..... II-7

ARTICLE VIII - Development Rights and Other Special Declarant Rights..... II-7

Section 8.1 - Reservation of Development Rights..... II-7
Section 8.2 - Limitations on Development Rights..... II-7
Section 8.3 - Phasing of Development Rights..... II-8
Section 8.4 - Special Declarant Rights..... II-8
Section 8.5 - Models, Sales Offices and Management Offices..... II-8
Section 8.6 - Construction; Declarant's Easement..... II-8
Section 8.7 - Signs and Marketing..... II-9
Section 8.8 - Declarant's Personal Property..... II-9
Section 8.9 - Declarant Control of the Association... II-9
Section 8.10 - Limitations on Special Declarant Rights..... II-10
Section 8.11 - Interference with Special Declarant Rights..... II-10

ARTICLE IX - Allocated Interests..... II-10

Section 9.1 - Allocation of Interests..... II-10
Section 9.2 - Formulas for the Allocation of Interests..... II-10

ARTICLE X - Restrictions on Use, Alienation and Occupancy.. II-11

Section 10.1 - Use and Occupancy Restrictions..... II-11
Section 10.2 - Restrictions on Alienation..... II-11

ARTICLE XI - Easements and Licenses..... II-12

Page

ARTICLE XII - Allocation and Reallocation of Limited Common Elements..... II-12

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated..... II-12
Section 12.2 - Reallocation of Depicted Limited Common Elements..... II-12

ARTICLE XIII - Additions, Alterations and Improvements..... II-12

Section 13.1 - Additions, Alterations and Improvements by Unit Owners..... II-12
Section 13.2 - Additions, Alterations and Improvements by Executive Board..... II-14

ARTICLE XIV - Relocation of Boundaries Between Adjoining Units..... II-14

Section 14.1 - Application and Amendments..... II-14
Section 14.2 - Recording Amendments..... II-14

ARTICLE XV - Amendments to Declaration..... II-14

Section 15.1 - General..... II-14
Section 15.2 - Limitation of Challenges..... II-15
Section 15.3 - Recordation of Amendments..... II-15
Section 15.4 - When Unanimous Consent Required..... II-15
Section 15.5 - Execution of Amendments..... II-15
Section 15.6 - Special Declarant Rights..... II-15
Section 15.7 - Consent of Holders of Security Interests..... II-15

ARTICLE XVI - Amendments to Bylaws..... II-15

ARTICLE XVII - Termination..... II-16

ARTICLE XVIII - Mortgage Protection..... II-16

Section 18.1 - Introduction..... II-16
Section 18.2 - Percentage of Eligible Mortgagees..... II-16
Section 18.3 - Notice of Actions..... II-16
Section 18.4 - Consent Required..... II-17
Section 18.5 - Development Rights..... II-19
Section 18.6 - Inspection of Books..... II-19
Section 18.7 - Financial Statements..... II-19
Section 18.8 - Enforcement..... II-20
Section 18.9 - Attendance at Meetings..... II-20

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Page

ARTICLE XIX - Assessment and Collection of Common Expenses..... II-20

Section 19.1 - Definition of Common Expenses..... II-20
Section 19.2 - Apportionment of Common Expenses..... II-20
Section 19.3 - Common Expenses Attributable to Fewer than all Units..... II-20
Section 19.4 - Lien..... II-21
Section 19.5 - Budget Adoption and Ratification..... II-22
Section 19.6 - Ratification of Non-budgeted Common Expense Assessments..... II-23
Section 19.7 - Certificate of Payment of Common Expense Assessments..... II-23
Section 19.8 - Monthly Payment of Common Expenses.... II-23
Section 19.9 - Acceleration of Common Expense Assessments..... II-23
Section 19.10 - Commencement of Common Expense Assessments..... II-23
Section 19.11 - No Waiver of Liability for Common Expenses..... II-23

ARTICLE XX - Right to Assign Future Income..... II-23

ARTICLE XXI - Persons and Units Subject to Documents..... II-24

Section 21.1 - Compliance with Documents..... II-24
Section 21.2 - Adoption of Rules..... II-24

ARTICLE XXII - Insurance..... II-24

Section 22.1 - Coverage..... II-24
Section 22.2 - Property Insurance..... II-24
Section 22.3 - Liability Insurance..... II-26
Section 22.4 - Unit Owner Policies..... II-26
Section 22.5 - Workers' Compensation Insurance..... II-26
Section 22.6 - Other Insurance..... II-27
Section 22.7 - Premiums..... II-27

ARTICLE XXIII - Damage to or Destruction of Property..... II-27

Section 23.1 - Duty to Restore..... II-27
Section 23.2 - Cost..... II-27
Section 23.3 - Plans..... II-27
Section 23.4 - Replacement of Less than Entire Property..... II-27
Section 23.5 - Insurance Proceeds..... II-28
Section 23.6 - Certificates by the Executive Board.... II-28

Page

ARTICLE XXIV - Rights to Notice and Comment; Notice and Hearing..... II-28

Section 24.1 - Right to Notice and Comment..... II-28
Section 24.2 - Right to Notice and Hearing..... II-29
Section 24.3 - Appeals..... II-29

ARTICLE XXV - Executive Board..... II-29

Section 25.1 - Minutes of Executive Board Meetings.... II-29
Section 25.2 - Powers and Duties..... II-29
Section 25.3 - Executive Board Limitations..... II-31

ARTICLE XXVI - Condemnation..... II-31

ARTICLE XXVII - Miscellaneous..... II-31

Section 27.1 - Captions..... II-31
Section 27.2 - Gender..... II-32
Section 27.3 - Waiver..... II-32
Section 27.4 - Invalidity..... II-32
Section 27.5 - Conflict..... II-32

SCHEDULES

Schedule A-1 - Property Description
Schedule A-2 - Table of Interests
Schedule A-3 - Survey
Schedule A-4 - Plans
Schedule A-5 - Architect's Certificate of Completion

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DECLARATION
OF
FOUNTAIN HILL
NEW HAVEN, CONNECTICUT

Fountain Hill Development Associates, Inc., a Connecticut corporation with an office in New Haven, Connecticut, does hereby submit the real property in the City of New Haven, Connecticut described in Schedule A-1, pursuant to the provisions of the Common Interest Ownership Act, Conn. Gen. Stat. Section 47-200, et seq., as amended, for the purpose of creating Fountain Hill.

ARTICLE I

Definitions

The following words and phrases shall have the following meanings:

Section 1.1 - Act. The Common Interest Ownership Act, Conn. Gen. Stat. Section 47-200, et seq., as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and are shown on Schedule A-2.

Section 1.3 - Association. Fountain Hill Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units.

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

Section 1.7 - Common Interest Community. Fountain Hill.

Section 1.8 - Declarant. Fountain Hill Development Associates, Inc., a Connecticut corporation, or its successor as defined in Conn. Gen. Stat. Section 47-202(12).

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community.

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

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

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

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

Section 1.15 - Executive Board. The board of directors of the Association.

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

Section 1.17 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Conn. Gen. Stat. Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.18 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.19 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

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

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

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

Section 1.23 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community adopted by the Executive Board pursuant to this Declaration.

Section 1.24 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.25 - Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.26 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.27 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common
Interest Community and Association

Section 2.1 - Common Community. The name of the Common Interest Community is Fountain Hill. Fountain Hill is a Condominium.

Section 2.2 - Association. The name of the Association is Fountain Hill Association, Inc.

ARTICLE III

Description of Land

Fountain Hill is situated in the City of New Haven, Connecticut and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number and Identification of Units. Fountain Hill presently contains 16 Units in 5 Clusters. All units are U identified by number and are shown on the Plans and Survey. The Declarant has reserved the right to create additional units.

Section 4.2 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the plans and Survey are more particularly described as follows: 1

(a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows * , exterior doors and ceilings are a part of the Common Elements.

(b) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in Subsection 4.2(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit

* window replacement is responsibility of homeowner per 2014 v

(c) **Exclusions:** Except when specifically included by other provisions of Section 4.2, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Subsection 4.2(a) above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.

(d) Inconsistency with Survey and Plans: If this definition of boundaries is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V

Limited Common Elements

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

(a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, as Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

(c) Stoops and steps accessing each Unit.

(d) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone, electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

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

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association. (See Maintenance standards in Appendix)

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios, porches, balconies, stoops and stairs which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V, Subsection (d) of this Declaration.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting from Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Unit caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII

Subsequently Allocated Limited Common Elements

Not applicable at this time.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right to add Units, Common Elements, and Limited Common Elements

(b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Future Phases" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Future Phases" on the Survey. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 shall be amended to include reference to the recorded easement.

Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration;

(b) Not more than twelve additional Units may be created under the Development Rights;

(c) The quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

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Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Future Phases" on the Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 8.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

(a) To complete improvements indicated on the Survey and Plans filed with this Declaration;

(b) To exercise any Development Right reserved in this Declaration;

(c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;

(d) To create easements through the Common Elements for the purpose of making improvements and installing utility services within the Common Interest Community;

(e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.8 of this Declaration.

Section 8.5 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 8.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the

VOL 379 PAGE 93

Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 8.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 8.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of the Association.

(a) Subject to Subsection 8.9(b): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:

(i) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant;

(ii) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or

(iii) two years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

(b) Not later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove anymember of the Executive Board with or without cause.

Section 8.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant or transferee of a Special Declarant Right, any Special Declarant Right may be exercised by the Declarant:

(a) so long as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit; or

(b) any Security Interest in any Units; or for twenty one years after recording this Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

Section 8.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX

Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Schedule A-2. Because the floor area of each Unit is approximately the same square footage, the allocated interest will be allocated equally among declared Units.

Section 9.2 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated using the following formulas:

(a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements will be allocated equally among declared Units.

(b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit will be allocated equally among declared Units.

(c) **Votes.** Each Unit in the Common Interest Community shall have one equal vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

Section 10.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the town of New Haven.

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

(c) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

Section 10.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Conn. Gen. Stat. Section 47-266.

a. A Unit may not be leased or rented for a term of less or more than three hundred sixty five (365) days and only after the unit has been owner occupied for four calendar years with Executive Board approval.
b. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.
c. No contract for the sale of a Unit may be executed by a Unit Owner without written notification to the Executive Board

ARTICLE XI

Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. Not applicable at this time.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII except as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII

Additions, Alterations and Improvements

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

(a) A Unit Owner:

(i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board;

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

(b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units or their Allocated Interest, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed by certain Unit Owners under Section 14.1 of this Declaration and Conn. Gen. Stat. Section 47-236, and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated.

Section 15.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of any Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

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

ARTICLE XVI

Amendments to Bylaws

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

ARTICLE XVII

Termination

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

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

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

Section 18.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.

Section 18.4 - Consent Required.

(a) **Document Changes:** Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least seventy-five percent (75%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). Material includes, but is not limited to, any provision affecting:

(i) Assessments, assessment liens or subordination of assessment liens;

(ii) Voting rights;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;

(vi) Rights to use Common Elements and Limited Common Elements;

(vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(viii) Convertibility of Units into Common Elements or Common Elements into Units;

(ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community.

(x) Insurance;

(xi) Leasing of Units;

(xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and

(xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.

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

(i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;

(iv) The termination of the Common Interest Community, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(vi) The merger of this Common Interest Community with any other common interest community;

(vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year;

(viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

(ix) Any action taken not to repair or replace the Property.

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

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 - Development Rights. No Development Rights may be terminated by the Declarant unless all persons holding a Security Interest in the Development Rights consent to the termination.

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

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

Section 18.8 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

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

ARTICLE XIX

Assessment and Collection of Common Expenses

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

(a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Documents or by the Act;

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer than All Units.

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

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

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

(d) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

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

Section 19.4 - Lien.

(a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six months immediately proceeding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

(g) The Association's lien may be foreclosed in like manner as a mortgage on real property.

(h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.

(i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners, to consider ratification of the budget not less than fourteen (14) and not more than thirty (30) days after mailing of the summary. Unless, at that meeting a majority of all Unit Owners reject the budget, the budget is ratified whether or not a quorum is present. In the event, the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a Unit Owners ratify a subject budget proposed by the Executive Board.

Section 19.6 - Ratification of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

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

Section 19.8 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

Section 19.9 - Acceleration of Common Expenses. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board should have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - Commencement of Common Expenses. Common Expense assessments shall begin on the first day of each month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - No Waiver of Liability for Common Expenses. No Unit may exempt himself or herself from the liability of a payment of the Common Expenses by waiver of the use or enjoinment of the Common Element or by abandonment of the Unit against which assessments are made.

ARTICLE XX

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XXI

Persons and Units Subject to Documents

Section 21.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the documents. The acceptance of a deed or the exercise of any incident of ownership, or the entering into a lease, or the entering into occupancy of a Unit constitutes agreement that the provisions of the documents are accepted and ratified by such Unit Owner, tenant, mortgagee, or occupant, and all such provisions recorded on the Land Records in the Town of New Haven, are covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules. The Executive Board may adopt rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants subject to Notice and Comment.

ARTICLE XXII

Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 - Property Insurance.

(a) Property Insurance covering:

(i) The Common Elements insuring against all risks of direct physical loss commonly insure against.

(ii) All personal property owned by the Association.

(b) **Amounts.** The project facilities for an amount no less than Eighty Percent (80%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

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

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

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

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

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

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Associations's policy provides primary insurance.

(iv) Loss shall be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows:

"Fountain Hill Association, Inc. for the use and benefit of the individual Owners".

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than One Million Dollars ($1,000,000) covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.

(ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;

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

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 22.5 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.6 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.7 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII

Damage to or Destruction of Property

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

(a) The Common Interest Community is terminated;

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 - Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 23.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 23.4 - Replacement of Less than Entire Property.

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

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;

(c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated as if the Unit had been condemned under Conn. Gen. Stat. Section 47-206, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the re-allocations.

Section 23.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interest may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to received payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 - Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be

given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV

Executive Board

Section 25.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 25.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following powers:

(a) Adopt and amend Bylaws, Rules and regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents, other than managing agents, and independent contractors;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the Act;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Conn. Gen. Stat. Section 47-221(2) and (4), and for services provided to Unit Owners;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by the Act or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXVI

Condemnation

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

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of

· 91

the documents nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and those singular includes plural, and vice versa, whenever the content of the document so requires.

Section 27.3 - Waiver. No provision contained in the document is abrogated or waived by reason of any failure to enforce the same, irrespective the number of violations or breaches which may occur.

Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. - The documents are intended to comply with requirements of the Act and Chapter 611 of the Connecticut General Statutes. If the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Documents, the Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on this 16th day of November, 1987.

Signed, sealed and delivered

in the presence of

FOUNTAIN HILL DEVELOPMENT ASSOCIATES, INC.
DECLARANT

By _____
Robert P. Hinkle
Its Vice President

VOL 371 PAGE 92

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

On this the 10th day of November, 1987, before me, Lisa J. Anderson, the undersigned officer, personally appeared Robert P. Hinkle, the Vice President of Fountain Hill Development Associates, Inc., a Connecticut corporation, and acknowledged that he, as Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of Fountain Hill Development Associates, Inc.

Commissioner of the Superior Court/
Notary Public
My commission expires:

PROPERTY DESCRIPTION

(Declaration Schedule A-1)

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 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 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, Canalori 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.

Said Premises are subject to the following:

(a) Any and all provisions of any federal, state or municipal ordinances, regulations or rules, or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations;

(b) Real Estate Taxes of the City of New Haven, including taxes resulting from the issuance of a Certificate of Occupancy for any Unit in the Common Interest Community, which become due and payable after the date of the delivery of the deed for each specific Unit to a purchaser;

(c) Public improvements, assessments, and/or other unpaid installments thereof, if any;

(d) Condominium Common Expenses;

(e) Easements, restrictions, covenants and encroachments as of record may appear, or as disclosed by an inspection of the subject premises;

(f) Utility easements as appear of record or as appear from a physical inspection of the premises;

(g) The Declarant specifically reserves the right and privilege to grant any necessary or required easements, rights-of-way or other grants for any and all purposes in and to said premises, including, but not limited to, utilities, sewer lines, drainage lines, etc.;

(h) The Declarant specifically reserves an easement and right-of-way for access and egress for itself, its successors and assigns and its agents over the Common Interest Community. Said easement is to be for any and all lawful purposes, including the right to install, maintain and replace utilities and complete improvements;

(i) Agreement for Purchase and Sale of Real Estate between Ronald M. Bender, Raymond A. Garcia and Fountain Hill Inc. with amendment attached thereto recorded on October 27, 1986 in Volume 3551 at Page 217 in the New Haven Land Records. This Agreement will be either totally released prior to the conveyance of the first Unit of Fountain Hill or will be partially released as to each Unit of the condominium at such time as title to such Unit is conveyed to a purchaser.

(j) Open-End Construction Mortgage Deed and Security Agreement from Fountain Hill Development Associates, Inc. to First Federal Savings, F.A. in the principal amount of $1,875,000.00 dated December 16, 1986 and recorded December 16, 1986 in Volume 3581 at Page 287 in the New Haven Land Records. This Mortgage will be either totally released prior to the conveyance of the first Unit of Fountain Hill or will be partially released as to each Unit of the condominium at such time as title to such Unit is conveyed to a purchaser.

(k) Conditional Assignment of Leases and Rentals from Fountain Hill Development Associates, Inc. to First Federal Savings, F.A. dated December 16, 1986 and recorded December 16, 1986 in Volume 3581 at Page 308 in the New Haven Land Records. This Conditional Assignment of Leases and Rentals will be either totally released prior to the conveyance of the first Unit of Fountain Hill or will be partially released as to each Unit of the condominium at such time as title to such Unit is conveyed to a purchaser.

(l) Financing Statement from Fountain Hill Development Associates, Inc. to First Federal Savings, F.A., securing fixtures, machinery, goods, chattels, equipment, personal property, contract rights and accounts receivable, dated December 16, 1986 and recorded December 16, 1986 in Volume 3581 at Page 314 in the New Haven Land Records. This Financing Statement will be either totally released prior to the conveyance of the first Unit of Fountain Hill or will be partially released as to each Unit of the condominium at such time as title to such Unit is conveyed to a purchaser.

(m) New Haven City Plan Commission Planned Development District Report dated January 8, 1986 and recorded in Volume 3560 at Page 123 in the New Haven Land Records.

(n) An Easement to the Southern Connecticut Gas Company from Fountain Hill Development Associates, Inc. recorded March 24, 1987 in Volume 3642 at Page 174 in said land records.

(o) An Easement to Southern New England Telephone Company recorded July 2, 1987 in Volume 3706 at Page 18 of said land records.

(p) Mortgage from Fountain Hill Development Associates, Inc. to OmniBank of Connecticut, Inc. in the principal amount of $500,000.00 dated October 13, 1987 and recorded October 13, 1987 at 2:26 p.m.

TABLE OF INTERESTS
(Declaration Schedule A-2)
Phase 2

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
420 Fountain Street Unit A (1-C)[1]	12.5	12.5	1
420 Fountain Street Unit B (1-D)	12.5	12.5	1
420 Fountain Street Unit C (1-A)	12.5	12.5	1
420 Fountain Street Unit D (1-B)	12.5	12.5	1
416 Fountain Street Unit A (2-A)	12.5	12.5	1
416 Fountain Street Unit B (2-B)	12.5	12.5	1
416 Fountain Street Unit C (2-C)	12.5	12.5	1
416 Fountain Street Unit D (2-D)	12.5	12.5	1

[1]Unit designations in () are those designations appearing on original architectural plans.

WL37 1 M30 90

TABLE OF INTERESTS
(Declaration Schedule A-2)
Phase 3

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
420 Fountain Street Unit A (1-C)[1]	8.33	8.33	1
420 Fountain Street Unit B (1-D)	8.33	8.33	1
420 Fountain Street Unit C (1-A)	8.33	8.33	1
420 Fountain Street Unit D (1-B)	8.33	8.33	1
416 Fountain Street Unit A (2-A)	8.33	8.33	1
416 Fountain Street Unit B (2-B)	8.33	8.33	1
416 Fountain Street Unit C (2-C)	8.33	8.33	1
416 Fountain Street Unit D (2-D)	8.33	8.33	1
408 Fountain Street Unit A (3-A)	8.33	8.33	1
408 Fountain Street Unit B (3-B)	8.33	8.33	1
408 Fountain Street Unit C (3-C)	8.33	8.33	1
408 Fountain Street Unit D (3-D)	8.33	8.33	1

[1] Unit designations in () are those designations appearing on original architectural plans.

TABLE OF INTERESTS
(Declaration Schedule A-2)
Phase 4

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
420 Fountain Street Unit A (1-C)[1]	7.14	7.14	1
420 Fountain Street Unit B (1-D)	7.14	7.14	1
420 Fountain Street Unit C (1-A)	7.14	7.14	1
420 Fountain Street Unit D (1-B)	7.14	7.14	1
416 Fountain Street Unit A (2-A)	7.14	7.14	1
416 Fountain Street Unit B (2-B)	7.14	7.14	1
416 Fountain Street Unit C (2-C)	7.14	7.14	1
416 Fountain Street Unit D (2-D)	7.14	7.14	1
408 Fountain Street Unit A (3-A)	7.14	7.14	1
408 Fountain Street Unit B (3-B)	7.14	7.14	1
408 Fountain Street Unit C (3-C)	7.14	7.14	1
408 Fountain Street Unit D (3-D)	7.14	7.14	1
412 Fountain Street Unit A (4-C)	7.14	7.14	1
412 Fountain Street Unit B (4-D)	7.14	7.14	1

[1]Unit designations in () are those designations appearing on original architectural plans.

VL3791 ME1 0

TABLE OF INTERESTS
(Declaration Schedule A-2)
Phase 5

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs the Association
420 Fountain Street Unit A (1-C)[1]	6.25	6.25	1
420 Fountain Street Unit B (1-D)	6.25	6.25	1
420 Fountain Street Unit C (1-A)	6.25	6.25	1
420 Fountain Street Unit D (1-B)	6.25	6.25	1
416 Fountain Street Unit A (2-A)	6.25	6.25	1
416 Fountain Street Unit B (2-B)	6.25	6.25	1
416 Fountain Street Unit C (2-C)	6.25	6.25	1
416 Fountain Street Unit D (2-D)	6.25	6.25	1
408 Fountain Street Unit A (3-A)	6.25	6.25	1
408 Fountain Street Unit B (3-B)	6.25	6.25	1
408 Fountain Street Unit C (3-C)	6.25	6.25	1
408 Fountain Street Unit D (3-D)	6.25	6.25	1
412 Fountain Street Unit A (4-C)	6.25	6.25	1
412 Fountain Street Unit B (4-D)	6.25	6.25	1
414 Fountain Street Unit A (5-A)	6.25	6.25	1
414 Fountain Street Unit B (5-B)	6.25	6.25	1

[1]Unit designations in () are those designations appearing on original architectural plans.

FOUNTAIN HILL PLANS
(Declaration Schedule A-4)

LIBER 7911 PAGE 102

Prepared by Kosinski Associates

Index To Drawings

Drawing No.	Drawing
1	Basement Plan
2	First Floor Plan
3	Second Floor Plan
4	Third Floor Plan

NOTE

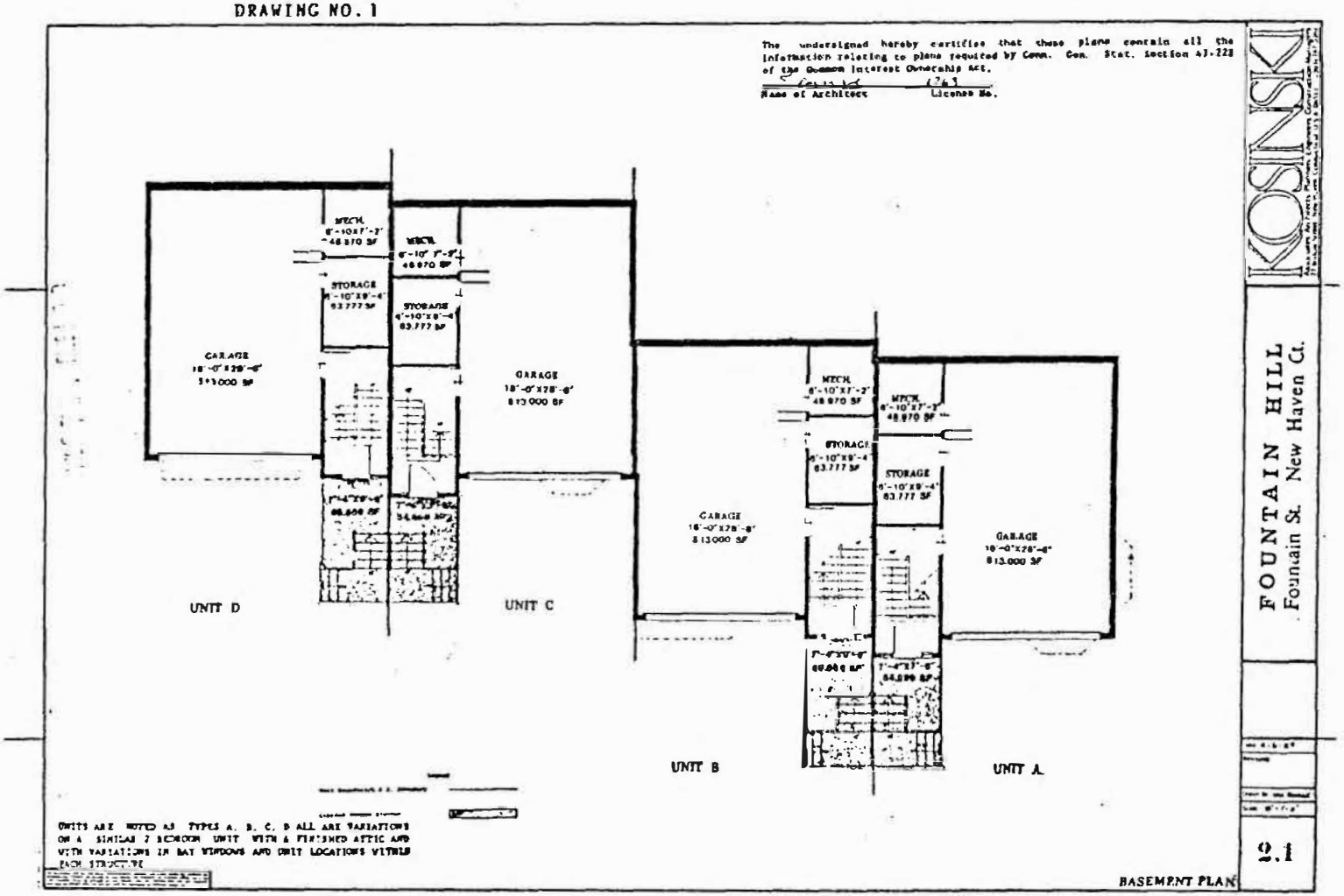
Units are noted as Types, A, B, C, and D. All Units are variations on a similar 2 bedroom unit with a finished attic. Variations in bay windows and unit locations exist within each Cluster. The location of the mechanical and storage rooms have been transposed. In addition, the dimensions of the closet and bath on the first floor plan have been changed.

LEGEND

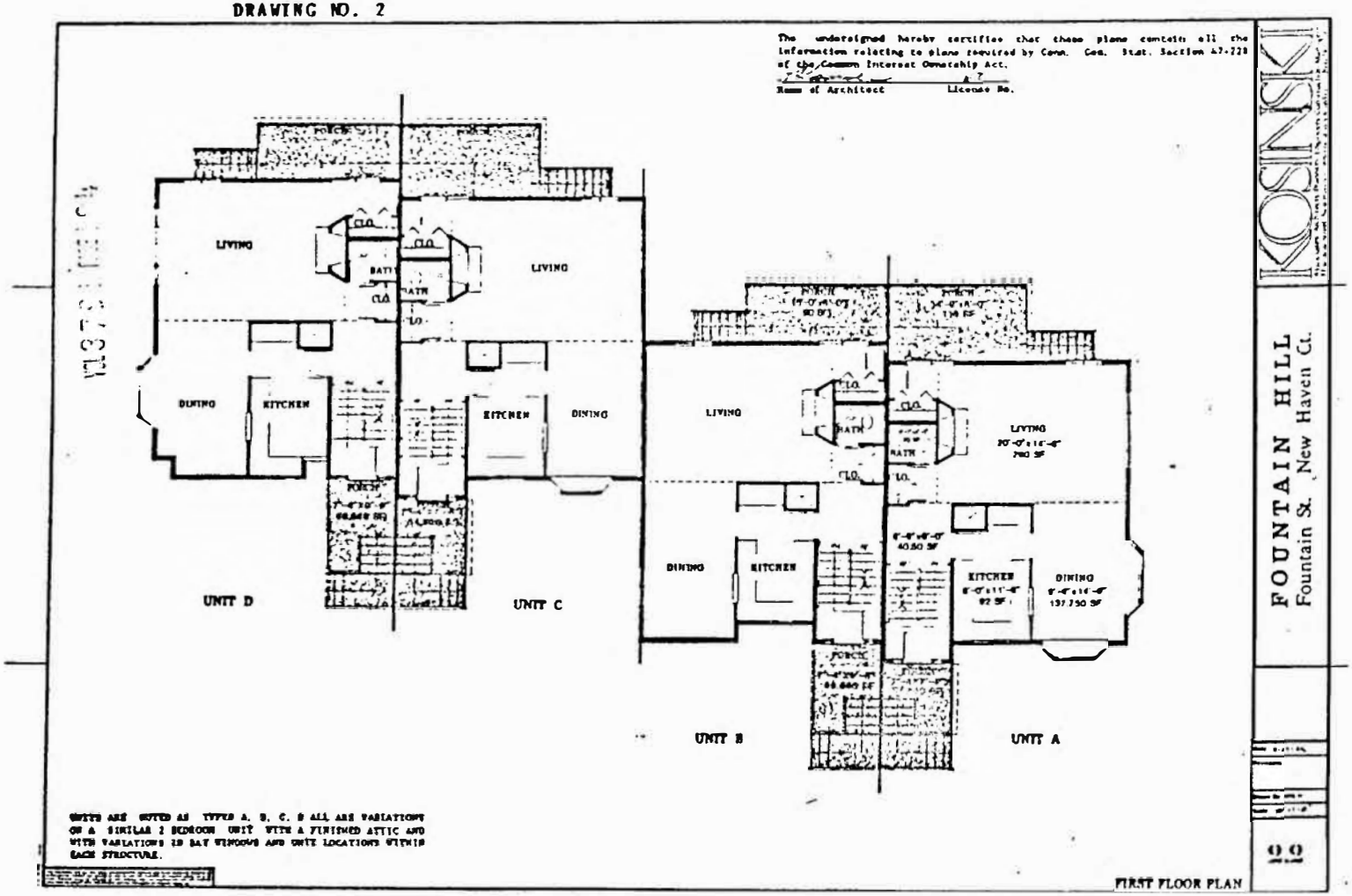
Unit Boundary/L.C.E. Boundary _____

Limited Common Element _____

DRAWING NO. 1


The undersigned hereby certifies that these plans contain all the information relating to plans required by Conn. Gen. Stat. Section 47-228 of the Common Interest Ownership Act.
Name of Architect
License No.
KOSINSKI
FOUNTAIN HILL
Fountain St. New Haven Ct.
MECH.
STORAGE
GARAGE
UNIT D
UNIT C
UNIT B
UNIT A
UNITS ARE NOTED AS TYPES A, B, C, D ALL ARE VARIATIONS ON A SIMILAR 2 BEDROOM UNIT WITH A FINISHED ATTIC AND WITH VARIATIONS IN BAY WINDOWS AND UNIT LOCATIONS WITHIN EACH STRUCTURE
BASEMENT PLAN
2.1

DRAWING NO. 2

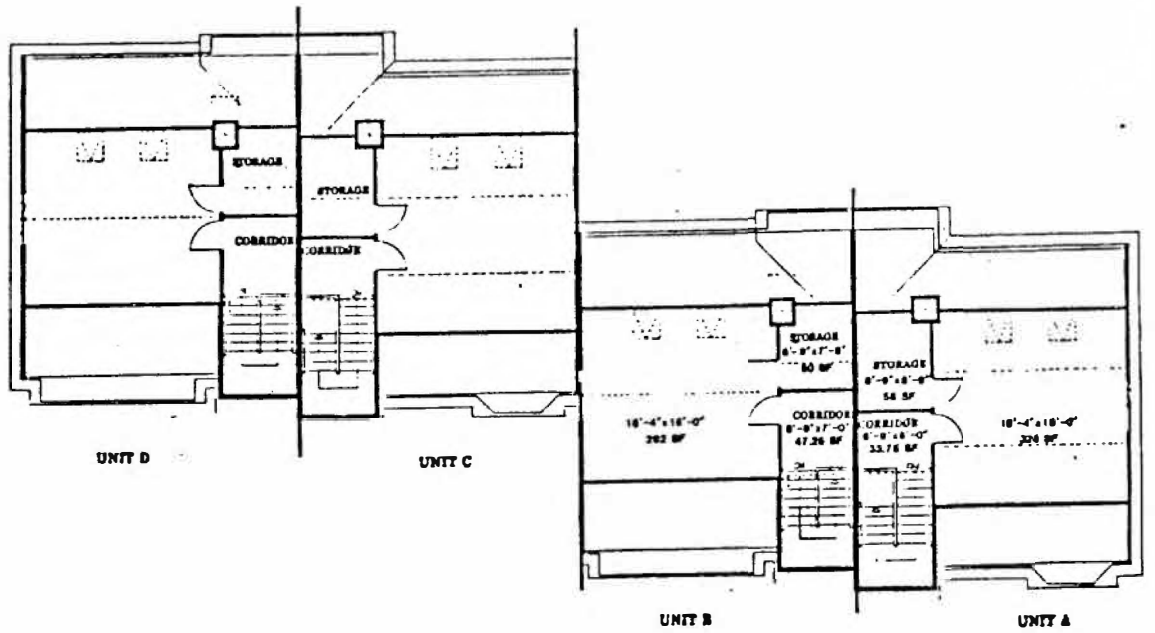

The undersigned hereby certifies that these plans contain all the information relating to plans required by Conn. Gen. Stat. Section 47-228 of the Common Interest Ownership Act.
Name of Architect
License No.
LIVING
DINING
KITCHEN
BATH
PORCH
UNIT D
UNIT C
UNIT B
UNIT A
UNITS ARE NOTED AS TYPES A, B, C, D ALL ARE VARIATIONS ON A SIMILAR 2 BEDROOM UNIT WITH A FINISHED ATTIC AND WITH VARIATIONS IN BAY WINDOWS AND UNIT LOCATIONS WITHIN EACH STRUCTURE.
FIRST FLOOR PLAN
ROSINSKI
FOUNTAIN HILL
Fountain St., New Haven Ct.
99

SECOND FLOOR PLAN
UNIT A
UNIT B
UNIT C
UNIT D
FOUNTAIN HILL
Fountain St. New Haven Ct.
KOSINSKI
DRAWING NO. 3

DRAWING NO. 4

The undersigned hereby certifies that these plans contain all the information relating to plans required by Conn. Gen. Stat. Section 47-228 of the Common Interest Ownership Act.

Name of Architect License No.



UNITS ARE NOTED AS TYPES A, B, C, D ALL ARE VARIATIONS OF A SIMILAR 2 BEDROOM UNIT WITH A FINISHED ATTIC AND WITH VARIATIONS IN BAY WINDOWS AND UNIT LOCATIONS WITHIN EACH STRUCTURE.

THIRD FLOOR PLAN

KOSINSKI

FOUNTAIN HILL
Fountain St. New Haven Ct.

ARCHITECT'S CERTIFICATE OF COMPLETION

(Declaration Schedule A-5)

This Certificate is given with respect to the Declaration of Fountain Hill by Fountain Hill Development Associates, Inc. recorded contemporaneously herewith in the Land Records of the City of New Haven.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings containing the Units of Fountain Hill are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 and the Plans attached as Schedule A-4.

2. That the Survey set forth in Schedule A-3 and the Plans set forth in Schedule A-4 of the Declaration contain all the information required by Conn. Gen. Stat. Section 47-228 of the Common Interest Ownership Act.

3. That said Certificate is made pursuant to the provisions of the Common Interest Ownership Act.

Dated: December 11, 1987

Peter Kosinski
~~Registered~~ Architect,
Registration No. 1763

87 NOV 13 PM 2:18

021604

PUBLIC OFFERING STATEMENT

FOUNTAIN HILL

PHASE II SUPPLEMENT

January 4, 1988

This Supplement is an addendum to the Public Offering Statement for Fountain Hill of Fountain Hill Development Associates, Inc., dated November 10, 1987.

Upon recording and filing the Amendment to the Declaration of Fountain Hill, by Fountain Hill Development Associates, Inc. dated January 4, 1988, attached to this Supplement as Exhibit A, the Declarant, Fountain Hill Development Associates, Inc., will have created an additional four (4) units in the Second Phase together with the Common Elements and Limited Common Elements as described in the original Public Offering Statement.

This Public Offering Statement amends the statistics accordingly where inconsistent.

The budget contained in Exhibit F-2 to the original Public Offering Statement is now operative

When the Development Rights are exercised to create the four (4) residential units in Building Two, each Unit's Allocated Interests will change in accordance with the Declaration Schedule marked A-2 Phase 2.

The remaining portions of the Public Offering Statement for Fountain Hill of November 10, 1987 not inconsistent with this Supplement remain in effect.

FOUNTAIN HILL DEVELOPMENT
ASSOCIATES, INC.

By_____
Robert P. Hinkle
Its Vice President

SUPPLEMENT TO DECLARATION

FOUNTAIN HILL
(Exhibit A)

FOUNTAIN HILL DEVELOPMENT ASSOCIATES, INC., A CONNECTICUT CORPORATION WITH AN OFFICE AT NEW HAVEN, CONNECTICUT, THE DECLARANT OF FOUNTAIN HILL THE DECLARATION OF WHICH, DATED NOVEMBER 10, 1987, AND RECORDED ON NOVEMBER 13, 1987 AT 2:18 P.M. IN THE NEW HAVEN LAND RECORDS, ACTING PURSUANT TO ITS DEVELOPMENT RIGHTS RESERVED IN SECTION 8.1 OF THE DECLARATION, HEREBY AMENDS THE DECLARATION AS FOLLOWS:

ARTICLE I

1. Schedule A-2 for Phase 1 is deleted and the attached Schedule A-2 Phase 2 is substituted therefor.

2. Schedule A-3 dated November 10, 1987, is deleted and the attached Schedule A-3 is substituted therefor.

3. Schedule A-5 dated November 11, 1987, is deleted and the attached Schedule A-5 is substituted therefor.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 22nd day of December, 1987.

Signed, Sealed and Delivered in the Presence of:

FOUNTAIN HILL DEVELOPMENT ASSOCIATES, INC.

By _____
Robert P. Hinkle
Its Vice President

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

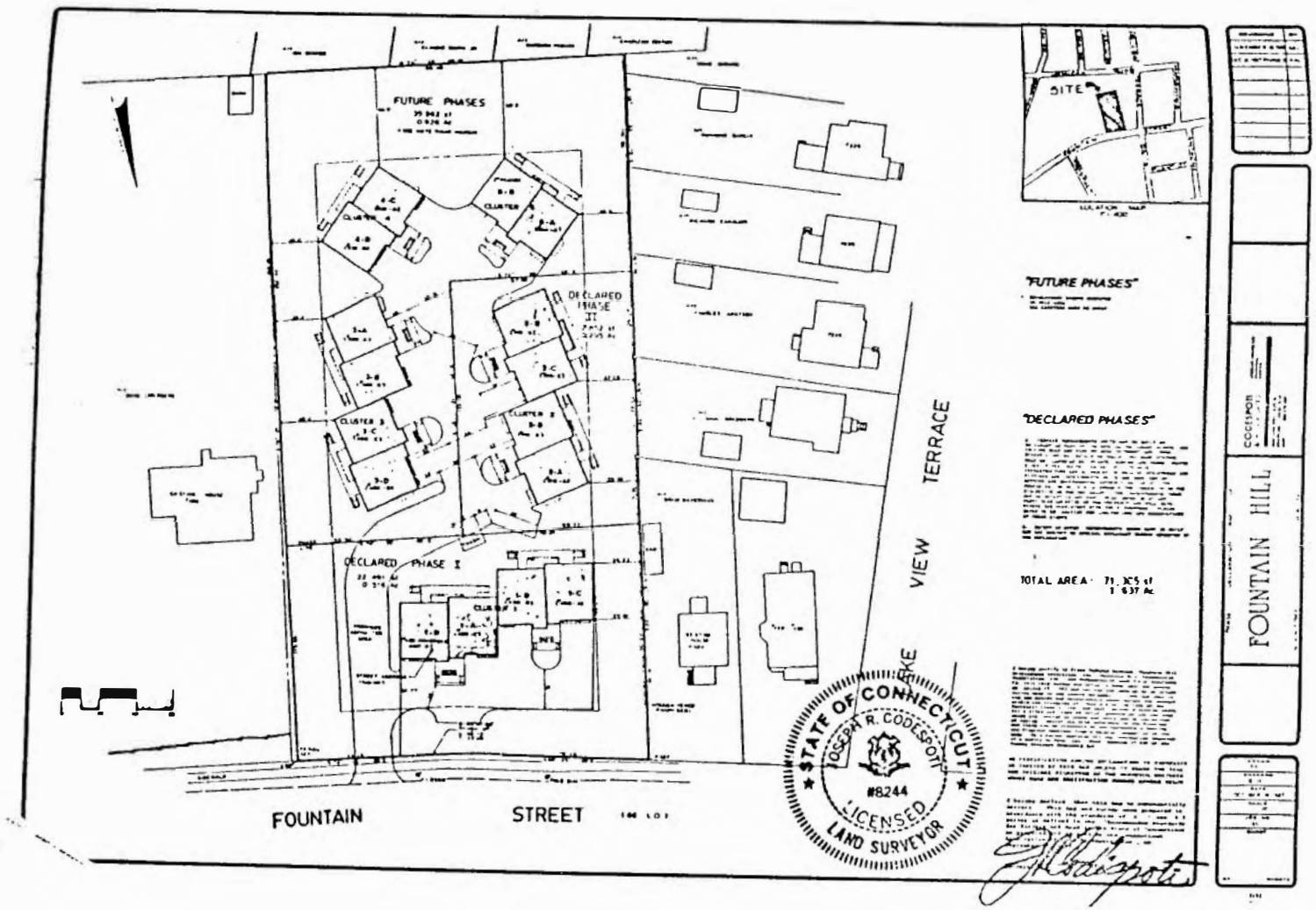
On this the 22nd day of December, 1987, before me, Lisa J. Anderson, the undersigned officer, personally appeared Robert P. Hinkle, the Vice President of Fountain Hill Development Associates, Inc., a Connecticut corporation, and acknowledged that he, as Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of Fountain Hill Development Associates, Inc.

_____
Lisa J. Anderson
Commissioner of the Superior Court

TABLE OF INTERESTS
(Declaration Schedule A-2)
Phase 2

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
420 Fountain Street Unit A (1-C)[1]	12.5	12.5	1
420 Fountain Street Unit B (1-D)	12.5	12.5	1
420 Fountain Street Unit C (1-A)	12.5	12.5	1
420 Fountain Street Unit D (1-B)	12.5	12.5	1
416 Fountain Street Unit A (2-A)	12.5	12.5	1
416 Fountain Street Unit B (2-B)	12.5	12.5	1
416 Fountain Street Unit C (2-C)	12.5	12.5	1
416 Fountain Street Unit D (2-D)	12.5	12.5	1

[1]Unit designations in () are those designations appearing on original architectural plans.


FUTURE PHASES
DECLARED PHASE II
DECLARED PHASE I
FOUNTAIN STREET
VIEW TERRACE
LAKE
SITE
"FUTURE PHASES"
"DECLARED PHASES"
TOTAL AREA
STATE OF CONNECTICUT
JOSEPH R. CODESPOTI
#8244
LICENSED
LAND SURVEYOR
FOUNTAIN HILL
CODESPOTI

3822-241

7

ARCHITECT'S CERTIFICATE OF COMPLETION

(Declaration Schedule A-5)

This Certificate is given with respect to the Declaration of Fountain Hill by Fountain Hill Development Associates, Inc. recorded contemporaneously herewith in the Land Records of the City of New Haven.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings containing the Units of Fountain Hill are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 and the Plans attached as Schedule A-4.

2. That the Survey set forth in Schedule A-3 and the Plans set forth in Schedule A-4 of the Declaration contain all the information required by Conn. Gen. Stat. Section 47-228 of the Common Interest Ownership Act.

3. That said Certificate is made pursuant to the provisions of the Common Interest Ownership Act.

Dated: 29 Dec 87

Peter Kosinski
Registered Architect,
Registration No. 1763

89 JAN -5 PM 12:18

591000

VOL 3904 PAGE 203

SUPPLEMENT TO DECLARATION

FOUNTAIN HILL
(Exhibit A)

FOUNTAIN HILL DEVELOPMENT ASSOCIATES, INC., A CONNECTICUT CORPORATION WITH AN OFFICE AT NEW HAVEN, CONNECTICUT, THE DECLARANT OF FOUNTAIN HILL THE DECLARATION OF WHICH, DATED NOVEMBER 10, 1987, AND RECORDED ON NOVEMBER 13, 1987 AT 2:18 P.M. IN THE NEW HAVEN LAND RECORDS, ACTING PURSUANT TO ITS DEVELOPMENT RIGHTS RESERVED IN SECTION 8.1 OF THE DECLARATION, HEREBY AMENDS THE DECLARATION AS FOLLOWS:

ARTICLE I

1. Schedule A-2 for Phase 2 is deleted and the attached Schedule A-2 Phase 3-A is substituted therefor.

2. Schedule A-3 dated November 10, 1987, is deleted and the attached Schedule A-3 is substituted therefor. (To be recorded separately.)

3. Schedule A-5 dated December 29, 1987, is amended to include the attached Schedule A-5.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 12th day of October, 1988.

Signed, Sealed and Delivered
in the Presence of:

FOUNTAIN HILL DEVELOPMENT ASSOCIATES, INC.

By _____
Robert P. Hinkle
Its Vice President

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

On this the 12th day of October, 1988, before me, _____, the undersigned officer, personally appeared Robert P. Hinkle, the Vice President of Fountain Hill Development Associates, Inc., a Connecticut corporation, and acknowledged that he, as Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of Fountain Hill Development Associates, Inc.

88 OCT 18 PM 2:15 92816

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires:

PUBLIC OFFERING STATEMENT

FOUNTAIN HILL

PHASE III-A SUPPLEMENT

October 12, 1988

This Supplement is an addendum to the Public Offering Statement for Fountain Hill of Fountain Hill Development Associates, Inc., dated November 10, 1987.

Upon recording and filing the Amendment to the Declaration of Fountain Hill, by Fountain Hill Development Associates, Inc. dated October 12, 1988, attached to this Supplement as Exhibit A, the Declarant, Fountain Hill Development Associates, Inc., will have created an additional two (2) units in the Third Phase together with the Common Elements and Limited Common Elements as described in the original Public Offering Statement.

This Public Offering Statement amends the statistics accordingly where inconsistent.

When the Development Rights are exercised to create the two (2) residential units in Building Three known as Unit C and Unit D, each Unit's Allocated interests will change in acordance with the Declaration Schedule marked A-2 Phase 3-A.

The remaining portions of the Public Offering Statement for Fountain Hill of November 10, 1987 not inconsistent with this Supplement remain in effect.

FOUNTAIN HILL DEVELOPMENT
ASSOCIATES, INC.

By _____
Robert P. Hinkle
Its Vice President

TABLE OF INTERESTS
(Declaration Schedule A-2)
Phase 3-A

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
420 Fountain Street Unit A (1-C)[1]	10.00	10.00	1
420 Fountain Street Unit B (1-D)	10.00	10.00	1
420 Fountain Street Unit C (1-A)	10.00	10.00	1
420 Fountain Street Unit D (1-B)	10.00	10.00	1
416 Fountain Street Unit A (2-A)	10.00	10.00	1
416 Fountain Street Unit B (2-B)	10.00	10.00	1
416 Fountain Street Unit C (2-C)	10.00	10.00	1
416 Fountain Street Unit D (2-D)	10.00	10.00	1
408 Fountain Street Unit C (3-C)	10.00	10.00	1
408 Fountain Street Unit D (3-D)	10.00	10.00	1

[1] Unit designations in () are those designations appearing on original architectural plans.

Kosinski

Kosinski Associates Architects Engineers

235 Nicoll Street
New Haven, Connecticut 06511-2625
203 777-7700

237 Park Avenue
New York, New York 10017-3142
212 302 9354

ARCHITECT'S CERTIFICATE OF COMPLETION

(Declaration Schedule A-5)

This Certificate is given with respect to the Declaration of Fountain Hill by Fountain Hill Development Associates, Inc. recorded contemporaneously herewith in the Land Records of the City of New Haven.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings known as Cluster 3 containing the Units of Fountain Hill are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 and the Plans attached as Schedule A-4.

2. That the Survey set forth in Schedule A-3 and the Plans set forth in Schedule A-4 of the Declaration contain all the information required by Conn. Gen. Stat. Section 47-228 of the Common Interest Ownership Act.

3. That said Certificate is made pursuant to the provisions of the Common Interest Ownership Act.

Dated: 12 Feb 88

Peter Kosinski
Registered Architect,
Registration No. 1763

(1fhda.ag)

ADDENDUM TO

PUBLIC OFFERING STATEMENT

FOUNTAIN HILL

PHASE III-A SUPPLEMENT

This Addendum is made a part of the Public Offering Statement Fountain Hill Phase III-A Supplement recorded on October 18, 1988 at 12:15 p.m. in the New Haven Land Records, which Supplement is an addendum to the Public Offering Statement for Fountain Hill Development Associates, Inc., dated November 10, 1987.

This Public Offering Statement amends the statistics accordingly where inconsistent.

Schedule A-3 dated November 10, 1987 is deleted and the attached Schedule A-3 is substituted therefore.

The remaining portions of the Public Offering Statement for Fountain Hill dated November 10, 1987 not inconsistent with this Addendum remain in effect.

FOUNTAIN HILL DEVELOPMENT
ASSOCIATES, INC.

By _____
Ronald M. Bender
Its Secretary

8116 10

FOURTH AMENDMENT TO DECLARATION

AMENDMENT TO DECLARATION MADE AS OF the 12 day of Oct, 1992, by NEW ENGLAND SAVINGS BANK, a savings bank organized and existing pursuant to the laws of the State of Connecticut, having an office at 10 Killingworth Turnpike, Clinton, Connecticut (hereinafter referred to as "Successor Declarant").

W I T N E S S E T H :

WHEREAS, by Declaration of Fountain Hill, New Haven, Connecticut, dated November 10, 1987, and recorded in Volume 3791, at Page 055, among the Land Records of the Town of New Haven, Connecticut, Fountain Hill Development Associates, Inc. (hereinafter referred to as the "Original Declarant"), did declare and establish a common interest community known as Fountain Hill, a Condominium situated on real property known as 408-420 Fountain Street in the Town of New Haven, County of New Haven and State of Connecticut, all as more particularly bounded and described in said Declaration; and

WHEREAS, the Original Declarant did amend and modify the said Declaration by, (i) a Supplement to Declaration dated December 22, 1987, and recorded in Volume 3822, at Page 264 among the New Haven Land Records, (ii) a Supplement to Declaration dated October 12, 1988, and recorded in Volume 3984, at Page 203, among the New Haven Land Records, and (iii) an Addendum to Public Offering Statement which is undated and was recorded on October 31, 1988, in Volume 3991, at Page 123, among the New Haven Land Records; and

WHEREAS, the said Declaration as amended as aforesaid is hereinafter referred to as the "Declaration"; and

4. Schedule A-5 attached to and made a part of the Declaration is hereby supplemented and amended to include as an integral part thereof Schedule A-5 (Supplement) which is attached to and made a part of this Fourth Amendment to Declaration.

5. Successor Declarant does hereby represent that it is not an affiliate of, or in any manner affiliated with, the Original Declarant, Fountain Hill Development Associates, Inc., and accordingly, Successor Declarant's liability for the actions or inactions of Original Declarant, Fountain Hill Development Associates, Inc., shall be limited in accordance with Section 47-246(e)(2), Connecticut General Statutes.

6. Successor Declarant does hereby ratify the Declaration as hereby amended to be in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Successor Declarant has hereunto set its hand as of the day and year first set forth above.

Signed, Sealed and Delivered
in the presence of:

DAVID C. WEICHSEL

NANCY A. KOSH

NEW ENGLAND SAVINGS BANK

By _____
VICE PRESIDENT
Its NICHOLAS J. WYLIE

STATE OF CONNECTICUT)
) SS: Clinton
COUNTY OF Middlesex)

On this 13 day of October, 1992, personally appeared Nicholas J. Wylie as Vice President of NEW ENGLAND SAVINGS BANK, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said savings bank, before me.

Deborah Scotts
~~Assistant Clerk of the Superior Court~~
Notary Public
My Commission Expires 3/31/94

DEBORAH SCOTTS

SCHEDULE A-2
FOUNTAIN HILL

LIST OF UNITS, ALLOCATED INTERESTS, COMMON EXPENSE LIABILITY AND LIMITED COMMON ELEMENTS

UNIT NO.	ALLOCATED INTEREST IN COMMON AND COMMON EXPENSE LIABILITY	ASSOCIATION VOTE	LIMITED COMMON ELEMENT *
420 Fountain Street Unit A (1-C)[1]	6.25%	1	F&RP
420 Fountain Street Unit B (1-D)	6.25%	1	F&RP
420 Fountain Street Unit C (1-A)	6.25%	1	F&RP
420 Fountain Street Unit D (1-B)	6.25%	1	F&RP
416 Fountain Street Unit A (2-A)	6.25%	1	F&RP
416 Fountain Street Unit B (2-B)	6.25%	1	F&RP
416 Fountain Street Unit C (2-C)	6.25%	1	F&RP
416 Fountain Street Unit D (2-D)	6.25%	1	F&RP
408 Fountain Street Unit A (3-A)	6.25%	1	F&RP
408 Fountain Street Unit B (3-B)	6.25%	1	F&RP
408 Fountain Street Unit C (3-C)	6.25%	1	F&RP
408 Fountain Street Unit D (3-D)	6.25%	1	F&RP
412 Fountain Street Unit A (4-C)	6.25%	1	F&RP
412 Fountain Street Unit B (4-D)	6.25%	1	F&RP
414 Fountain Street Unit A (5-A)	6.25%	1	F&RP
414 Fountain Street Unit B (5-B)	6.25%	1	F&RP

[1]Unit designations in () are those designations appearing on original architectural plans.

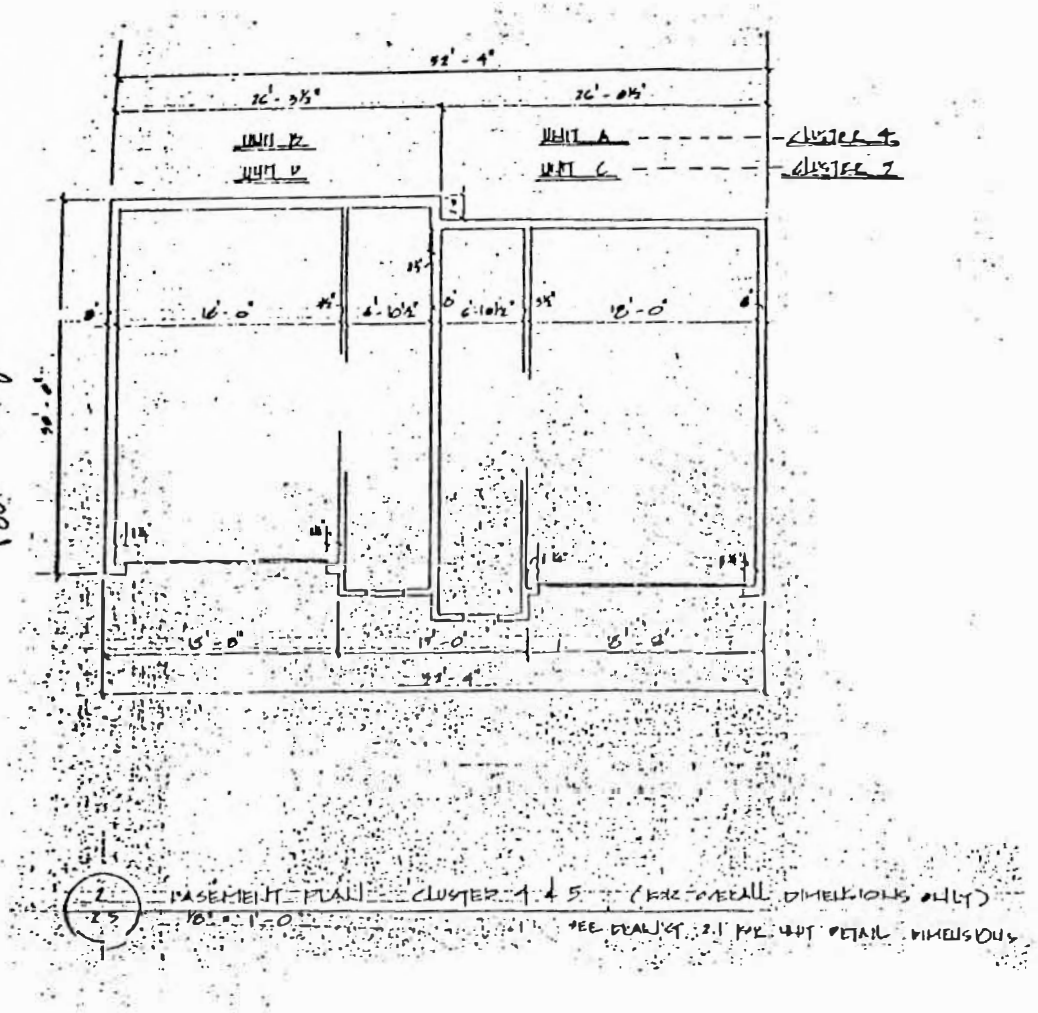
* LIMITED COMMON ELEMENT

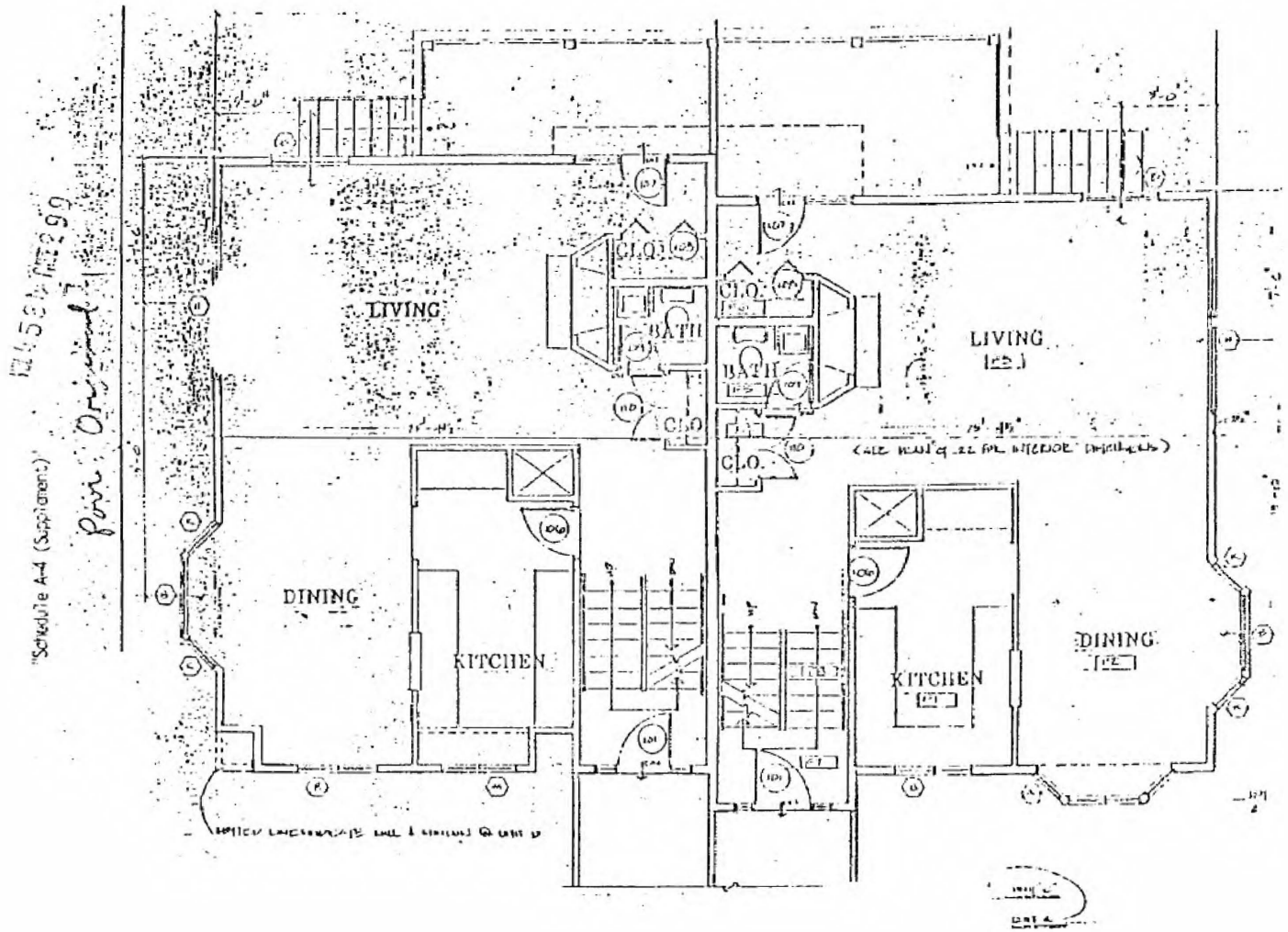
F&RP = Front and rear porches and entry ways as shown on the Plans included with the Declaration as Schedule A-4

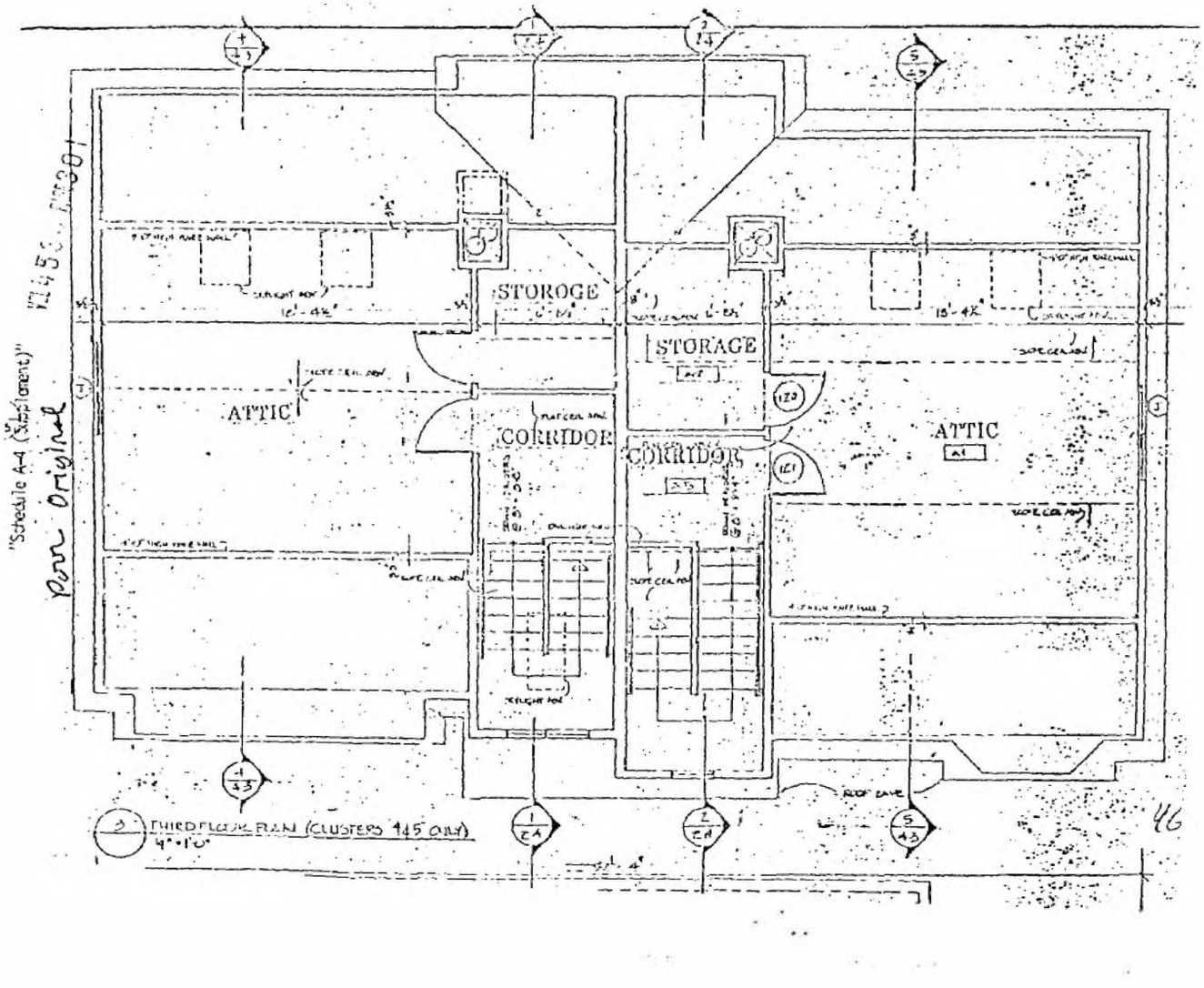
VOL 4534 PAGE 298

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" Schedule A-4 (Supplement)"




"Schedule A-4 (Supplement)"
LIVING
BATH
CLO.
DINING
KITCHEN
LIVING
BATH
CLO.
CLO.
DINING
KITCHEN
DINING


STOROGE
STORAGE
ATTIC
CORRIDOR
CORRIDOR
ATTIC
THIRD FLOOR PLAN (CLUSTERS 145 ONLY)
"Schedule A-4 (Supplement)"
Pen original

Schedule A-5 ("Supplement")

FOUNTAIN HILL

ARCHITECT'S CERTIFICATE

Building Nos. 3,4,5 Units 3-A, 3-B, 4-C, 4-D, 5-A, 5-B,

RE: FOUNTAIN HILL, situated on Fountain Street in the Town of New Haven, County of New Haven and State of Connecticut, which premises are more particularly bounded and described in a certain Declaration of Fountain Hill, New Haven, Connecticut dated November 10, 1987, and recorded in the Office of the Town Clerk of said Town of New Haven, in Volume 3791 at Page 055, to which reference may be had, as same may be amended.

The undersigned hereby certifies that:

1. The undersigned architect, surveyor or engineer is certified by the State of Connecticut under Certification No. 12125.

2. To the best of his knowledge, information and belief, all structural components of all of the above buildings containing the above units, are substantially completed in accordance with the Survey and the Plans attached to the Declaration of Fountain Hill.

3. Said certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.

4. Pursuant to Connecticut Public Act 83-28, the undersigned architect certifies that it does not have any legal or equitable ownership interest in Fountain Hill.

Signed, Sealed and Delivered in the presence of:

Registered architect, engineer or surveyor
Date: 9-8-92

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this 8th day of September, 1992, personally appeared , signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

12175
10-20-92
12:41

Commissioner of the Superior Court
Notary Public
My Commission Expires:

JOYCE M. WATERS
Notary Public
My Commission Expires
March 31, 1995

Shapiro & Epstein, P.C.
2830 Whitney Avenue
Hamden, CT 06518

Telephone: (203) 281-4451
Fax : (203) 281-0426

Invoice

Date	Invoice #
4/21/08	FP250

Bill To:
Fountain Hill Condominium Assoc. c/o First Place Management, LLC 50A New Street West Haven, Connecticut 06516

File: Fountain Hill Condominium Assoc., Inc. - General File

Title search fee - search and copies of Declaration and Amendments for Fountain Hill Condominium	$124.00
TOTAL DUE	**$124.00**

Schedule C1 - Rules & Regulations

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COMPARISON LOCATION

Source pages in this assembled PDF: 75-92

The following pages are the source document as rendered / supplied.



DECLARATION OF FOUNTAIN HILL NEW HAVEN, CONNECTICUT

Bill Collins

[Date]

[Course title]

II. DECLARATION OF
FOUNTAIN HILL
NEW HAVEN, CONNECTICUT
(Public Offering Statement **Exhibit A)**

TABLE OF CONTENTS Page

ARTICLE I - Definitions I-1
Section 1.1 - Act..... II-1
Section 1.2 - Allocated Interests..... II-1
Section 1.3 - Association II-1
Section 1.4 - Bylaws..... …II-1
Section 1.5 - Common Elements..... II-1
Section 1.6 - Common Expenses..... II-1
Section 1.7 - Common Interest Community II-1
Section 1.8 - Declarant..... II-1
Section 1.9 - Declaration..... II-2
Section 1.10 - Development Rights..... II-2
Section 1.11 - Director II-2
Section 1.12 - Documents..... II-2
Section 1.13 - Eligible Insurer II-2
Section 1.14 - Eligible Mortgagee..... II-2
Section 1.15 - Executive Board II-2
Section 1.16 - Improvements..... II-2
Section 1.17 - Limited Common Elements..... II-2
Section 1.18 - Notice and Comment..... II-2
Section 1.19 - Notice and Hearing II-3
Section 1.20 - Person..... II-3
Section 1.21 - Plans..... II-3
Section 1.22 - Property..... II-3
Section 1.23 - Rules.....II-3

Section 1.24 - Security Interest..... II-3

Section 1.25 - Survey II-3

Section 1.26 - Unit..... II-3

Section 1.27 - Unit Owner..... II-3

ARTICLE II - Name and Type of Common Interest Community **and Association II-4**

Section 2.1

Section 2.2

III. BYLAWS
OF
FOUNTAIN HILL, **ASSOCIATION, INC.**
(Public Offering Statement Exhibit B)
TABLE OF CONTENTS
ARTICLE I - Introduction
ARTICLE II - Executive Board
Section 2.1 - Number and Qualification; Termination
111-1
Page
111-1
of Declarant Control 111-i
Section 2.2 - Powers and Duties 111-2
Section 2.3 - Standard of Care 111-4
Section 2.4 - Additional Limitations 111-4
Section 2.5 - Manager 111-4
Section 2.6 - Removal of Directors 111-4
Section 2.7 - Vacancies 111-4
Section 2.8 - Regular Meetings 111-4
Section 2.9 - Special Meetings 111-5
Section 2.10 - Location of Meetings 111-5
Section 2.11 - Waiver of Notice 111-5
Section 2.12 - Quorum of Directors 111-5
Section 2.13 -'Compensation 111-5
Section 2.14 - Consent to Corporate Action 111-5
ARTICLE III - Unit Owners 111-6
Section 3.1 - Annual Meeting 111-6
Section 3.2 - Budget Meeting 111-6
Section 3.3 - Special Meetings 111-6
Section **3.4** - Place of Meetings 111-6
Section 3.5 - Notice of Meetings 111-6
Section **3.6** - Waiver of Notice . 111-6
Section 3.7 - Adjournment of Meeting 111-6
Section 3.8 - Order of Business 111-7
Section 3.9 - Voting 111-7
Section 3.10 - Quorum 111-8

Section 3.11 - Majority Vote 111-8
ARTICLE IV - Officers
Page
111-8
Section 4.1 - Designation 111-8
Section 4.2 - Election of Officers 111-8
Section **4.3** - Removal of Officers 111-8
Section **4.4** - President 111-9
Section 4.5 - Vice President 111-9
Section **4.6** - Secretary 111-9
Section 4.7 - Treasurer 111-9
Section **4.8** - Agreements, Contracts, Deeds,
Checks, etc lu-ia
Section **4.9** - Compensation 111-10
Section 4.10 - Resale Certificates and Statements
of Unpaid Assessments 111-10
ARTICLE V - Enforcement 111-10
Section 5.1 - Abatement and Enjoinment of Violations
by Unit Owners. 111-10
Section 5.2 - Fine for Violation 111-11
ARTICLE VI - Indemnification 111-11
ARTICLE VII - Records III-11
Section 7.1 - Records and Audits 111-11
Section 7.2 - Examination 111-11
Section 7.3 - Records 111-11
Section 7.4 - Form Resale Certificate 111-12
ARTICLE VIII - Miscellaneous 111-12
Section 8.1 - Notices 111-12
Section 8.2 - Fiscal Year 111-13
Section 8.3 - Waiver 111-13
Section **8.4** - Office 111-13
ARTICLE IX - Amendments to Bylaws 111-13

ARTICLE XII - Allocation and Reallocation of Limited
Common Elements 11-12
Section 12.1 - Allocation of Limited Common Elements
Not Previously Allocated 11-12
Section 12.2 - Reallocation of Depicted Limited Common Elements 11-12
ARTICLE XIII - Additions, Alterations and Improvements 11-12
Section 13.1 - Additions, Alterations and Improvements
by Unit Owners 11-12
Section 13.2 - Additions, Alterations and Improvements
by Executive Board 11-14
ARTICLE XIV - Relocation of Boundaries Between Adjoining Units 11-14
Section 14.1 - Application and Amendments 11-14
Section 14.2 - Recording Amendments 11-14
ARTICLE XV - Amendments to Declaration 11-14
Section 15,1 - General 11-14
Section 15.2 - Limitation of Challenges 11-15
Section 15.3 - Recordation of Amendments 11-15

Section 15.4 - When Unanimous Consent Required 11-15
Section 15.5 - Execution of Amendments 11-15
Section 15.6 - Special Declarant Rights 11-15
Section 15.7 - Consent of Holders of Security Interests 11-15
ARTICLE XVI - Amendments to Bylaws 11-15
ARTICLE XVII - Termination 11-16
ARTICLE XVII1 - Mortgage Protection 11-16
Section 18.1 - Introduction 11-16
Section 18.2 - Percentage of Eligible Mortgagees 11-16
Section 18.3 - Notice of Actions 11-16
Section 18.4 - Consent Required 11-17
Section 18.5 - Development Rights 11-19
Section 18.6 - Inspection of Books 11-19
Section 18.7 - Financial Statements 11-19
Section 18.8 - Enforcement 11-20
Section 18.9 - Attendance at Meetings 11-20

rage

ARTICLE XII - Allocation and Reallocation of Limited Common Elements 11-12
Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated 11-12

Section 12.2 - Reallocation of Depicted Limited Common Elements 11-12
ARTICLE XIII - Additions, Alterations and Improvements 11-12
Section 13.1 - Additions, Alterations and Improvements by Unit Owners 11-12
Section 13.2 - Additions, Alterations and Improvements by Executive Board 11-14
ARTICLE XIV - Relocation of Boundaries Between Adjoining Units 11-14
Section 14.1 - Application and Amendments 11-14
Section 14.2 - Recording Amendments 11-14
ARTICLE XV - Amendments to Declaration 11-14
Section 15,1 - General 11-14
Section 15.2 - Limitation of Challenges 11-15
Section 15.3 - Recordation of Amendments 11-15
Section 15.4 - When Unanimous Consent Required 11-15
Section 15.5 - Execution of Amendments 11-15
Section 15.6 - Special Declarant Rights 11-15
Section 15.7 - Consent of Holders of Security Interests 11-15
ARTICLE XVI - Amendments to Bylaws 11-15
ARTICLE XVII - Termination 11-16
ARTICLE XVII1 - Mortgage Protection 11-16
Section 18.1 - Introduction 11-16
Section 18.2 - Percentage of Eligible Mortgagees 11-16
Section 18.3 - Notice of Actions 11-16
Section 18.4 - Consent Required 11-17
Section 18.5 - Development Rights 11-19

Section 18.6 - Inspection of Books 11-19
Section 18.7 - Financial Statements 11-19
Section 18.8 - Enforcement 11-20
Section 18.9 - Attendance at Meetings 11-20

DECLARATION OF FOUNTAIN HILL NEW HAVEN, CONNECTICUT

Fountain Hill Development Associates, Inc., a Connecticut corporation with an office in New Haven, Connecticut, does hereby submit the real property in the City of New Haven, Connecticut described in Schedule A-I, pursuant to the provisions of the Common Interest Ownership Act, Conn. Geri. Stat. Section 47-200, et seq., as amended, for the purpose of creating Fountain Hill.

ARTICLE I

Definitions

The following words and phrases shall have the following meanings:

Section 1.1 - Act. The Common Interest Ownership Act, Conn. Gen. Stat. Section 47-200, et seq., as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and are shown on Schedule A-2.

Section 1.3 - Association. Fountain Hill Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units.

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

Section 1.7 - Common Interest Community. Fountain Hill.

Section 1.8 - Declarant. Fountain Hill Development Associates, Inc., a Connecticut corporation, or its successor as defined in Conn. Gen. Stat. Section 47-202(12).

Section 1.9 - Declaration. This document including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest community.

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

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

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

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

Section 1.15 - Executive Board. The board of directors of the Association.

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

Section 1.17 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Conn. Gen. Stat. Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.18 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.19 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Bearing are set forth in Section 24.2 of this Declaration.

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

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

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

Section 1.23 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community adopted by the Executive Board pursuant to this Declaration.

Section 1.24 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.25 - Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.26 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.27 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

11-3

- Common Interest community.....•.••.•. **II-4**

- Association! **I-4**

IV. RULES OF

FOUNTAIN HILL ASSOCIATION, INC.

(Public Offering Statement Exhibit C)

Initial capitalized terms are defined *in* Article I of the Declaration. The following Rules apply to all owners and occupants of Units.

ARTICLE I
Use of Units Affecting the Common Elements

Section l.l - Occupancy Restrictions. Units are limited to occupancy by single families. (Please consult Article X of Declaration for further discussion of restrictions.)

Section 1.2 - Access by Executive Board and Secured Space.
The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor. At the Unit Owner's option, he or she may provide the key to be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access.

Section l.3 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive· Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section l.4 - Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section l.5 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.6 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction *over* such matters, if any. Unit owners shall not cause or permit anything to be hung from the porches or windowsills.

Section 1.7 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, *if* any.

Section 1.8 - Installation and Operation of woodburning Stoves. Each Unit Owner wishing to install and operate a woodburning stove must first obtain a permit from the City of New Haven. The Unit Owner must comply with all applicable state laws and all ordinances, rules and regulations of the City of New Haven governing the installation and use of a woodburning stove. The wood burning stove must be a "Listed Stove" inspected by a testing agency recognized by the State of Connecticut, and it must be installed in strict accordance with the manufacturer's instructions, and to the satisfaction of the Building Inspector for the City of New Haven. Unit Owners must keep the woodburning stove in good working repair so as not to jeopardize the safety of other Unit Owners or occupants. Unit Owner's shall not own or operate a woodburning stove in such a way as to violate Sections 4.1 and 4.2 of Article IV hereunder.

ARTICLE II

Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 -Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers. Rugs or mops shall not be shaken or hung from or on any of the windows, doors, balconies, porches or terraces.

Section 2.3 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with or limits the enjoyment of the Common Elements by others.

Section 2.4 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committees established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind or articles other than holiday decorations on doors, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or an antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

ARTICLE III

Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, contractors, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance With Law. No improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of New Haven. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Indemnification for Actions of Others. Unit Owners shall hold the

Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees *or* licensees.

Section 3.4 - Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV
Insurance

Section 4.l - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained *in* any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a director by any person having knowledge thereof.

ARTICLE V
Rubbish Removal

Section 5.1 - Rubbish containers Residents are responsible for purchasing trash and recycling containers to be housed in the individual unit garages. Trash must be placed in a receptacle and placed outside the unit the night before pickup (Monday). If you forget, there will be no call back and you must take care of this problem individually. Please contain the garbage as to avoid any kind of messy situation, including animals or windy conditions. Long-term storage of rubbish in the Units is forbidden.

ARTICLE VI
Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VII

Section 7.1 – Unit Parking All parking will be confined to garages and in front of garages exclusively. Each unit has 4 parking spaces. Two inside garage and two spots directly in front of garage door.

Section 7.2 – Common Area Parking There will be no parking at curbs, common areas, roadways, or anywhere that may be infringing on a neighbor's right to access in or out of the complex.

Section 7.3 – Guest Parking It is the unit owners responsibility to manage guest parking. Any violations of the above will be the responsibility of the unit owner.

Section 7.4 – Fines and/or towing There must be access for fire trucks, emergency vehicles, etc. Any vehicle parked so as to impede such emergency vehicle access will be towed without warning and at the owners expense. Parking violations are $25 per occurrence and are payable by the end of the month.

ARTICLE VIII
General Administrative Rules

Section 8.1 - consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which *it* refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding the actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX

Maintenance, Repair, and Replacement Standards

Pursuant to Connecticut General Statutes section 47-257 of the Common Interest Ownership Act (CIOA), if any common expense is caused by the following actions of any unit owner or tenant or guest or invitee of a unit owner or tenant (individually or collectively, herein after referred to as "Unit Owners") then the Association is authorized, after notice and hearing, to assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion of the common expense results from the application of the insurance deductible or otherwise, exclusively against the owner's unit.

1. Willful misconduct, or
2. Gross Negligence, or
3. Failure to comply with a written maintenance standard

In addition to any written maintenance rules presently in effect for the Association, the following standards are adopted effective September 5, 2018.

1. Minimum Temperatures

The heat in each Unit must be kept on and the temperature within the Unit be maintained at

60 degrees Fahrenheit.

2. Hot Water Heaters

   a. Hot water heaters must be replaced not later than the earliest of:

      i. The expiration of the manufacturer's warranty on the water heater; or

      ii. When the water heater first shows any signs of leaks or rust.

   b. When a water heater is replaced, an automatic shutoff valve must be installed.

3. Washing Machine and Dishwasher Hoses

   All washing machines and dishwashers (going forward when replaced) must be equipped with steel-braided, Flood-Check brand or equivalent hoses.

4. Dryer Vents, Ducts, and Hoses

   a. All clothes dryers must be vented with rigid, all-metal aluminum ducts, semi-rigid aluminum hoses, or plastic and/or accordion-type dryer ducting material of good quality.

   b. The dryer vents exclusively serving a Unit must be inspected and cleaned at least once each year.

   c. All clothes dryers will have lint filters which will remain installed.

5. Smoke and Carbon Monoxide Detectors

   a. Each Unit shall be equipped with a working smoke detector and carbon monoxide detector.

      i. A smoke detector shall be installed in accordance with the manufacturer's instructions and located in the immediate vicinity of each bedroom;

      ii. A carbon monoxide detector shall be installed in accordance with the manufacturer's instructions.

   b. All smoke detectors must have labels showing they have passed the test of the Underwriters' Laboratories (UL) or Factory Mutual (FM). (National Fire Protection Association, NFPA Code 74, Standard for Household Fire Warning Equipment, www.nfpa.org)

   c. All carbon monoxide detectors must have labels showing they have passed the tests of the UL or International Accreditation Services (IAS) 6-96 safety standards. (NFPA Code 720, Standard for Installation of Carbon Monoxide (CO) Detection and Warning Equipment)

   d. All smoke detectors and carbon monoxide detectors must be tested twice per year during the months of April and October.

   e. All detector batteries, whether the smoke or carbon monoxide detector if battery operated or has a battery backup, must be replaced at least once every calendar year.

   f. All smoke and carbon monoxide detectors much be replaced at least once every ten (10) years.

6. Electrical Usage

   a. Electrical usage in a Unit may not exceed the capacity of the circuits serving the Unit.

7. General

a. Each Unit Owner shall promptly report any water leakage to the Association.

8. Fireplaces

a. All wood burning fireplaces must be cleaned at least once every 2 years.

The Association's property and insurance costs will be positively impacted by diligent maintenance, repair, and replacement of those improvements which are the responsibility of the Unit Owners.

Certified *to* be the initial rules adopted by the Executive Board on its date of organization

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SOURCE 3

Schedule C1-1 - Rules & Regulations

Later compiled source including expanded parking provisions and the 2018 maintenance standards.

COMPARISON LOCATION

Source pages in this assembled PDF: 94-107

The following pages are the source document as rendered / supplied.

HISTORICAL SOURCE - PRESERVED FOR COMPARISON

II. DECLARATION OF

FOUNTAIN HILL

NEW HAVEN, CONNECTICUT

(Public Offering Statement **Exhibit A)**

TABLE OF CONTENTS Page

ARTICLE I - Definitions I-1

Section 1.1 - Act..... II-1

Section 1.2 - Allocated Interests..... II-1

Section 1.3 - Association II-1

Section 1.4 - Bylaws..... II-1

Section 1.5 - Common Elements..... II-1

Section 1.6 - Common Expenses..... II-1

Section 1.7 - Common Interest Community II-1

Section 1.8 - Declarant..... II-1

Section 1.9 - Declaration..... II-2

Section 1.10 - Development Rights..... II-2

Section 1.11 - Director II-2

Section 1.12 - Documents..... II-2

Section 1.13 - Eligible Insurer II-2

Section 1.14 - Eligible Mortgagee.....•.... II-2

Section 1.15 - Executive Board II-2

Section 1.16 - Improvements..... **II-2**

Section 1.17 - Limited Common Elements.....•.....•.. **II-2**

Section 1.18 - Notice and Comment..... **II-2**

Section 1.19 - Notice and Hearing II-3

Section 1.20 - Person..... **II-3**

Section 1.21 - Plans..... **II-3**

Section 1.22 - Property.....•..... II-3

Section 1.23 - Rules•••••••····•···•··•••••••••··••·•·•• II-3

Section 1.24 - Security Interest..... II-3

Section 1.25 - Survey II-3

Section 1.26 - Unit..... II-3

Section 1.27 - Unit Owner..... II-3

ARTICLE II - Name and Type of Common Interest Community **and Association II-4**

Section 2.1

Section 2.2

- Common Interest community.....•.••.•. **II-4**
- Association! **I-4**

IV. RULES OF

FOUNTAIN HILL ASSOCIATION, INC.

(Public Offering Statement Exhibit C)

Initial capitalized terms are defined *in* Article I of the Declaration. The following Rules apply to all owners and occupants of Units.

ARTICLE I
Use of Units Affecting the Common Elements

Section l.l - Occupancy Restrictions. Units are limited to occupancy by single families. (Please consult Article X of Declaration for further discussion of restrictions.)

Section 1.2 - Access by Executive Board and Secured Space. The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor. At the Unit Owner's option, he or she may provide the key to be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access.

Section l.3 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive· Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section l.4 - Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section l.5 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.6 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction *over* such matters, if any. Unit owners shall not cause or permit anything to be hung from the porches or windowsills.

Section 1.7 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, *if* any.

Section 1.8 - Installation and Operation of woodburning Stoves. Each Unit Owner wishing to install and operate a woodburning stove must first obtain a permit from the City of New Haven. The Unit Owner must comply with all applicable state laws and all ordinances, rules and regulations of the City of New Haven governing the installation and use of a woodburning stove. The wood burning stove must be a "Listed Stove" inspected by a testing agency recognized by the State of Connecticut, and it must be installed in strict accordance with the manufacturer's instructions, and to the satisfaction of the Building Inspector for the City of New Haven. Unit Owners must keep the woodburning stove in good working repair so as not to jeopardize the safety of other Unit Owners or occupants. Unit Owner's shall not own or operate a woodburning stove in such a way as to violate Sections 4.1 and 4.2 of Article IV hereunder.

ARTICLE II

Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 -Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers. Rugs or mops shall not be shaken or hung from or on any of the windows, doors, balconies, porches or terraces.

Section 2.3 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with or limits the enjoyment of the Common Elements by others.

Section 2.4 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committees established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind or articles other than holiday decorations on doors, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or an antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

ARTICLE III

Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, contractors, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance With Law. No improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of New Haven. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Indemnification for Actions of Others. Unit Owners shall hold the

Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees *or* licensees.

!.. **Section 3.4 - Employees of Management**. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV
Insurance

Section 4.l - Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained *in* any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a director by any person having knowledge thereof.

ARTICLE V
Rubbish Removal

Section 5.1 - Rubbish containers Residents are responsible for purchasing trash and recycling containers to be housed in the individual unit garages. Trash must be placed in a receptacle and placed outside the unit the night before pickup (Monday). If you forget, there will be no call back and you must take care of this problem individually. Please contain the garbage as to avoid any kind of messy situation, including animals or windy conditions. Long-term storage of rubbish in the Units is forbidden.

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ARTICLE VI
Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VII
Parking

Section 7.1 – Unit Parking All parking will be confined to garages and in front of garages exclusively. Each unit has 4 parking spaces. Two inside garage and two spots directly in front of garage door.

Section 7.2 – Common Area Parking There will be no parking at curbs, common areas, roadways, or anywhere that may be infringing on a neighbor's right to access in or out of the complex.

Section 7.3 – Guest Parking It is the unit owners responsibility to manage guest parking. Any violations of the above will be the responsibility of the unit owner.

Section 7.4 – Fines and/or towing There must be access for fire trucks, emergency vehicles, etc. Any vehicle parked so as to impede such emergency vehicle access will be towed without warning and at the owners expense. Parking violations are $25 per occurrence and are payable by the end of the month.

Section 7.5 – Prohibited Vehicles except as herein elsewhere provided, no junk vehicle, vehicle with a load capacity greater than one (1) ton and/or with more than two (2) axles and not more than four (4) wheels, trailer, house trailer, motor home, camper, recreational vehicle, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and Community Facilities) shall be kept upon the Property (including streets, driveways, Lots and parking spaces) nor (except in bona fide emergencies) shall the extraordinary repair or maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like, and may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable." Pursuant to Article VII, Section 5, the following vehicles, as defined, are prohibited from parking upon the Property of the Association:

(1) Boat: Any waterborne vessel including, but not limited to: boats, yachts, sea doos, jet skis, or any recreational watercrafts.

(2) Junk Vehicle: Any vehicle which: does not have current license plates or registration stickers properly displayed, and/or

(3) is leaking oil, gasoline, or other fluids, and/or

(4) has not been moved for a period of seven (7) days or more

(5) Recreational Vehicle: Any dirt bike, all-terrain vehicle (ATV), quad, go-cart, or any self-propelled camper trailer (see "Camper Trailer" below).

(6) Camper: Any self-propelled vehicle that can be used as a temporary or permanent dwelling and remains unmoved in the parking area for a period exceeding seven (7) days as evidenced by a written, signed complaint. Such a complaint must include the following:

- the location of the vehicle,
- the license plate number (if any),
- a description of the vehicle including make, model and color, and

- a statement attesting to the fact that the vehicle has not moved for a period more than seven (7) days.

(7) Truck: A truck is a vehicle with:

(8) a load capacity of greater than one (1) ton, and/or

(9) having more than two (2) axles, and/or

(3) more than four (4) wheels.

ii. Trailer: A trailer is any vehicle which is drawn by another vehicle having motive power but is incapable of motive power by itself, including, but not necessarily limited to:

(1) Boat Trailer: A trailer utilized for the purposes of transporting a boat or other watercraft.

(2) Camper Trailer: A camper trailer is any vehicle mounted upon or drawn by a car, truck, or other vehicle and is used as a temporary or permanent dwelling. See also "Camper:"

iii. Vehicle with Commercial Plates and/or Lettering and Signs: Any vehicle which does not fit in the garage and displays writing, logos, or advertisements, for the purpose of advertising is not allowed except for vehicles of a governmental agency. (Ex: State Police)

2. OTHER RESTRICTIONS

a. No motorbikes, go-carts, all-terrain vehicles (ATV's), or other unlicensed motor vehicles may be operated upon the Common Elements.

b. No vehicles, either licensed or unlicensed, may be operated upon the Common Areas except in those areas of the Common Elements specifically designated for such purposes.

c. No extraordinary repairs or maintenance may be performed upon any vehicle while upon the Property, This restriction shall not apply to the normal washing and polishing of the exterior surfaces or interior passenger areas of a vehicle.

3. ENFORCEMENT:

a. For any vehicle that is in violation of the provisions of 2. b. above, the Association or its agent shall post notification, or "Warning", upon such vehicle. The notification shall indicate that the vehicle must be removed from the Property or the violation must be corrected within a period not less than forty-eight (48) hours of the notification.

b. Vehicles which are not removed, or for which the violation has not otherwise been corrected by the vehicle owner within the period specified on the notice, shall be removed from the Property by the Association.

i. All towing and storage charges or damages resulting from such removal, if any, shall be the responsibility of the owner of the vehicle.

c. Any recurrence of a violation involving the same vehicle within six (6) months of the original notice may be enforced by removal of the vehicle from the Property of the Association without additional notice.

d. In addition to or in lieu of the above, the Association may pursue any other legal means available to secure compliance with this policy.

This policy may be amended from time to time in accordance with applicable provisions of the Declaration and By-Laws of the Association and of applicable statutes.

ARTICLE VIII
General Administrative Rules

Section 8.1 - consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which *it* refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding the actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX

Maintenance, Repair, and Replacement Standards

Pursuant to Connecticut General Statutes section 47-257 of the Common Interest Ownership Act (CIOA), if any common expense is caused by the following actions of any unit owner or tenant or guest or invitee of a unit owner or tenant (individually or collectively, herein after referred to as "Unit Owners") then the Association is authorized, after notice and hearing, to assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion of the common expense results from

the application of the insurance deductible or otherwise, exclusively against the owner's unit.

1. Willful misconduct, or

2. Gross Negligence, or

3. Failure to comply with a written maintenance standard

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The heat in each Unit must be kept on and the temperature within the Unit be maintained at 60 degrees Fahrenheit.

2. Hot Water Heaters

a. Hot water heaters must be replaced not later than the earliest of:

i. The expiration of the manufacturer's warranty on the water heater; or

ii. When the water heater first shows any signs of leaks or rust.

b. When a water heater is replaced, an automatic shutoff valve must be installed.

3. Washing Machine and Dishwasher Hoses

All washing machines and dishwashers (going forward when replaced) must be equipped with steel-braided, Flood-Check brand or equivalent hoses.

4. Dryer Vents, Ducts, and Hoses

a. All clothes dryers must be vented with rigid, all-metal aluminum ducts, semi-rigid aluminum hoses, or plastic and/or accordion-type dryer ducting material of good quality.

b. The dryer vents exclusively serving a Unit must be inspected and cleaned at least once each year.

c. All clothes dryers will have lint filters which will remain installed.

5. Smoke and Carbon Monoxide Detectors

a. Each Unit shall be equipped with a working smoke detector and carbon monoxide detector.

i. A smoke detector shall be installed in accordance with the manufacturer's instructions and located in the immediate vicinity of each bedroom;

ii. A carbon monoxide detector shall be installed in accordance with the manufacturer's instructions.

b. All smoke detectors must have labels showing they have passed the test of the Underwriters' Laboratories (UL) or Factory Mutual (FM). (National Fire Protection Association, NFPA Code 74, Standard for Household Fire Warning Equipment, www.nfpa.org)

c. All carbon monoxide detectors must have labels showing they have passed the tests of the UL or International Accreditation Services (IAS) 6-96 safety standards. (NFPA Code 720, Standard for

Installation of Carbon Monoxide (CO) Detection and Warning Equipment)

d. All smoke detectors and carbon monoxide detectors must be tested twice per year during the months of April and October.

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6. Electrical Usage

a. Electrical usage in a Unit may not exceed the capacity of the circuits serving the Unit.

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a. Each Unit Owner shall promptly report any water leakage to the Association.

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a. All wood burning fireplaces must be cleaned at least once every 2 years.

The Association's property and insurance costs will be positively impacted by diligent maintenance, repair, and replacement of those improvements which are the responsibility of the Unit Owners.

Certified *to* be the initial rules adopted by the Executive Board on its date of organization

_____ _____

_____ _____

Schedule C2 - Rules Approved May 4, 1989

Original May 1989 Rules and Regulations source copy.

COMPARISON LOCATION

Source page in this assembled PDF: 109

The following pages are the source document as rendered / supplied.

RULES AND REGULATIONS

Fountain Hill Association, Inc.

May 4, 1989

1. All repairs occurring in an individual unit will be the responsibility of the owner(s) of the unit, i.e. leaky plumbing within their unit. The Management Company should not be contacted and will not respond to any of these individual problems.

2. All parking will be confined to garages and in front of garages exclusively. There will be no parking at curbs or anywhere that may be infringing on a neighbor's right to access in or out of the complex. Any deviation from this practice may be followed by a fine and/or towing at the expense of the unit owner. This includes guest parking. There must be access for fire trucks, emergency vehicles, etc.

3. No one will leave toys, strollers and the like on the premises. They must be kept in units or garages. There should be no unattended objects of any sort left outside or on the porches of the units except for patio furniture and plants only.

4. Trash pickup will be in front of all units on Tuesdays (EXCEPT day after Memorial Day and Labor Day which is a one-day delay). Residents are responsible for purchasing trash and recycling containers to be housed in the individual unit garages. Trash must be placed in a receptacle and placed outside the unit the night before pickup (Monday). If you forget, there will be no call back and you must take care of this problem individually. Please contain the garbage as to avoid any kind of messy situation, including animals or windy conditions.

5. There will.be no littering and noise should be kept to a minimum inside and outside units. We must be considerate of our neighbors.

6. All outdoor barbecues and grills must be electric or gas only and should be kept on the owner's back porches or in their garages and a safe distance from the exposed wood. No hibachis or charcoal grills allowed.

7. All front and back porches will be kept clean and unencumbered.

8. These rules will be enforced by the Board of Directors of Fountain Hill Condominium Association. In accordance with the By-Laws ARTICLE V, SECTION 5.2, after proper notice (warning) to a unit owner of a violation of the By-Laws or Rules, the Executive Board may levy a fine of up to $50.00 per day for such violations. Additional Rules and Regulations may follow as necessary so we may keep our homes safe and comfortable for all concerned parties.

Sol Feigenbaum

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Rosalie Bawarsky

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5-16-89

Date Approved

SOURCE 5

Schedule C2 - Rules Approved May 1989, Amended September 2005

Amended historical Rules and Regulations source copy.

COMPARISON LOCATION

Source page in this assembled PDF: 111

The following pages are the source document as rendered / supplied.

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Fountain Hill Association, Inc.

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2. All parking will be confined to garages and in front of garages exclusively. There will be no parking at curbs or anywhere that may be infringing on a neighbor's right to access in or out of the complex. Any deviation from this practice may be followed by a fine and/or towing at the expense of the unit owner. This includes guest parking. There must be access for fire trucks, emergency vehicles, etc.

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4. Trash pickup will be in front of all units on Tuesdays (EXCEPT day after Memorial Day and Labor Day, 1-day delay). Residents are responsible for purchasing trash and recycling containers to be housed in the individual unit garages. Trash must be placed in a receptacle and placed outside the unit prior to 6 a.m. on the day of pickup. If you forget, there will be no call back and you must take care of this problem individually. Please contain the garbage as to avoid any kind of messy situation, including animals or windy conditions.

5. There will be no littering, and noise should be kept to a minimum inside and outside units. We must be considerate of our neighbors.

6. All outdoor barbecues and grills must be electric or gas only and should be kept on the owner's back deck or in their garages and a safe distance from any exposed wood. No hibachis or charcoal grills allowed.

7. All front and back decks should be kept clean and unencumbered.

8. These rules will be enforced by the Board of Directors of Fountain Hill Condominium Association. In accordance with the By-Laws ARTICLE V, SECTION 5.2, after proper notice (warning) to a unit owner of a violation of the By-Laws or Rules, the Executive Board may levy a fine of up to $50.00 per day for such violations. Additional Rules and Regulations may follow as necessary so we may keep our homes safe and comfortable for all concerned parties.

Sol Feigenbaum

ol Feigenbaum

Rosalie Bawarsky

osalie Bawarsky

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5-16-89

Date Approved

SOURCE 6

Schedule C3 - Leasing of Units (2010; Revised September 8, 2011)

Historical leasing rule source used in the 2026 restatement comparison.

COMPARISON LOCATION

Source page in this assembled PDF: 113

The following pages are the source document as rendered / supplied.

Approved 2010, Revised Approved 9/8/2011
Complies with 2010 Legislation

ARTICLE X
LEASING OF UNITS

Pursuant to Connecticut General Statutes section 47-261 b(f)(3), the Board of Directors has the authority to adopt rules restricting the leasing of residential units to the extent that the rule is reasonably designed to meet the underwriting requirements of first mortgage lenders. The following rules apply to leasing units at the Fountain Hill Condominium Association.

1. A unit must be owner-occupied for a minimum of 2 years from the date of purchase before a leasing request will be considered.
2. A unit may not be leased for a term less than 6 months or exceeding one year.
3. A unit owner must apply to the Board and obtain written approval before leasing his or her unit. A proposed lease agreement must accompany the application to be considered.
4. When the term of an approved lease expires, the unit owner may not extend or renew the lease without first obtaining Board approval (and if there are other applicants for lease approval who have not leased their respective units during the prior year, they will be given preference).
5. In no event may a unit be leased for more than 2 consecutive years.
6. No more than 2.3 of 16 units may be leased at any one time. * Approved 9/8/2011
7. In the event more than one unit owner makes an application for an available or soon to be available leasing spot, then the selection shall be made by lottery (subject to the limitation imposed in paragraph 4 above).
8. A copy of the lease agreement including tenant contact information must be submitted to the Board prior to tenant occupancy. A fine of $300 per month will be assessed for failing to submit the signed lease agreement.
9. The unit owner is responsible for any fines issued to tenants. A late fee of $50 per month for unpaid fines will be added and the responsibility of the unit owner.