

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

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	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

113791 01353

	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

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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:

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(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 vote by membership

(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

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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

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.

3791 69

(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 any member 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

II-11

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. 1

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.

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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.

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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.

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(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 preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.

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

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within 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 enjoyment 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 Association's policy provides primary insurance.
- (iv) Loss shall be adjusted with the Association.
- (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and Unit Owner's mortgagee.
- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows:

"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.

ENCLOSURE

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

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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;

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(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.

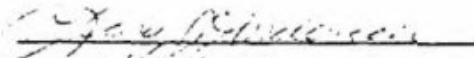
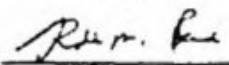
Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all the other provisions of the Documents shall continue in full force and effect.

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 10th day of November, 1987.

Signed, sealed and delivered
in the presence of

FOUNTAIN HILL DEVELOPMENT
ASSOCIATES, INC.
DECLARANT


Lisa T. Anderson

Robert P. Hinkle

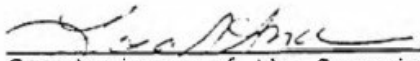
By 
Robert P. Hinkle
Its Vice President

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

)
)
) ss. New Haven

VOL 3711 REC 92

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:

130 111 23

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, Canali 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.

- 9.5
- (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.

127 11

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

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

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

<u>Unit</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
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

<u>Unit</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
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

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

VL3791 051011

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

<u>Unit</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs the Association</u>
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

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

FOUNTAIN HILL PLANS
(Declaration Schedule A-4)

116701 EN102

Prepared by Kosinski Associates

Index To Drawings

<u>Drawing No.</u>	<u>Drawing</u>
1	Basement Plan
2	First Floor Plan
3	Second Floor Plan
4	Third Floor Plan

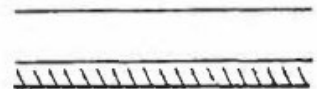
NOTE

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

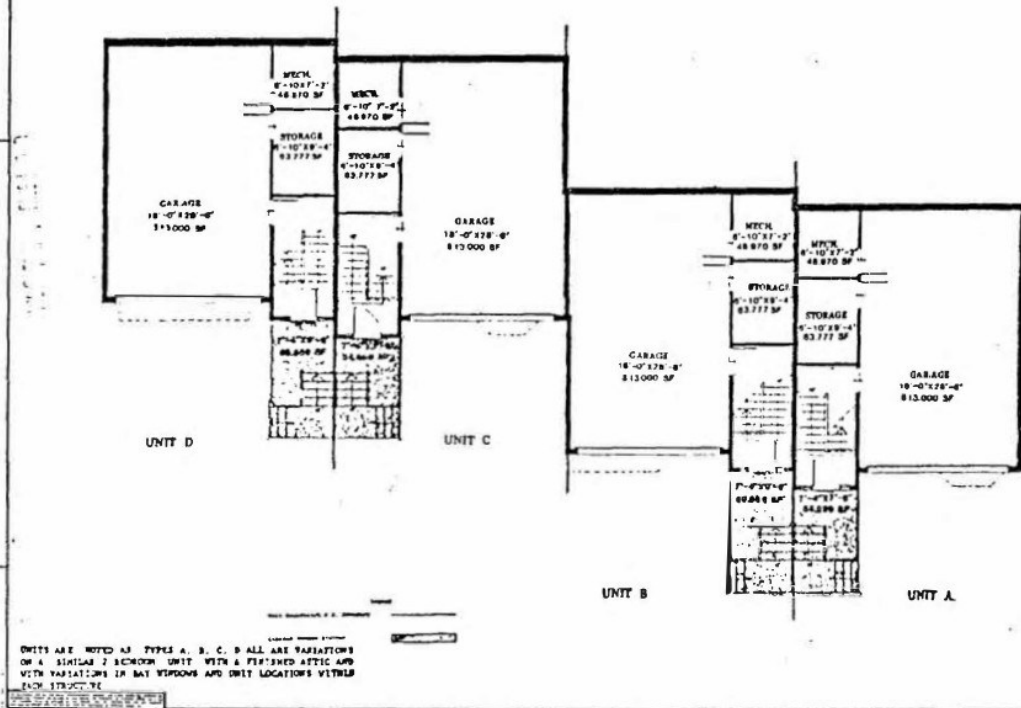
Unit Boundary/L.C.E. Boundary

Limited Common Element



The undersigned hereby certifies that these plans contain all the information relating to plans required by Comm. Gen. Stat. Section 43-222 of the General Interest Ownership Act.

Name of Architect License No. _____



KOSINSKI

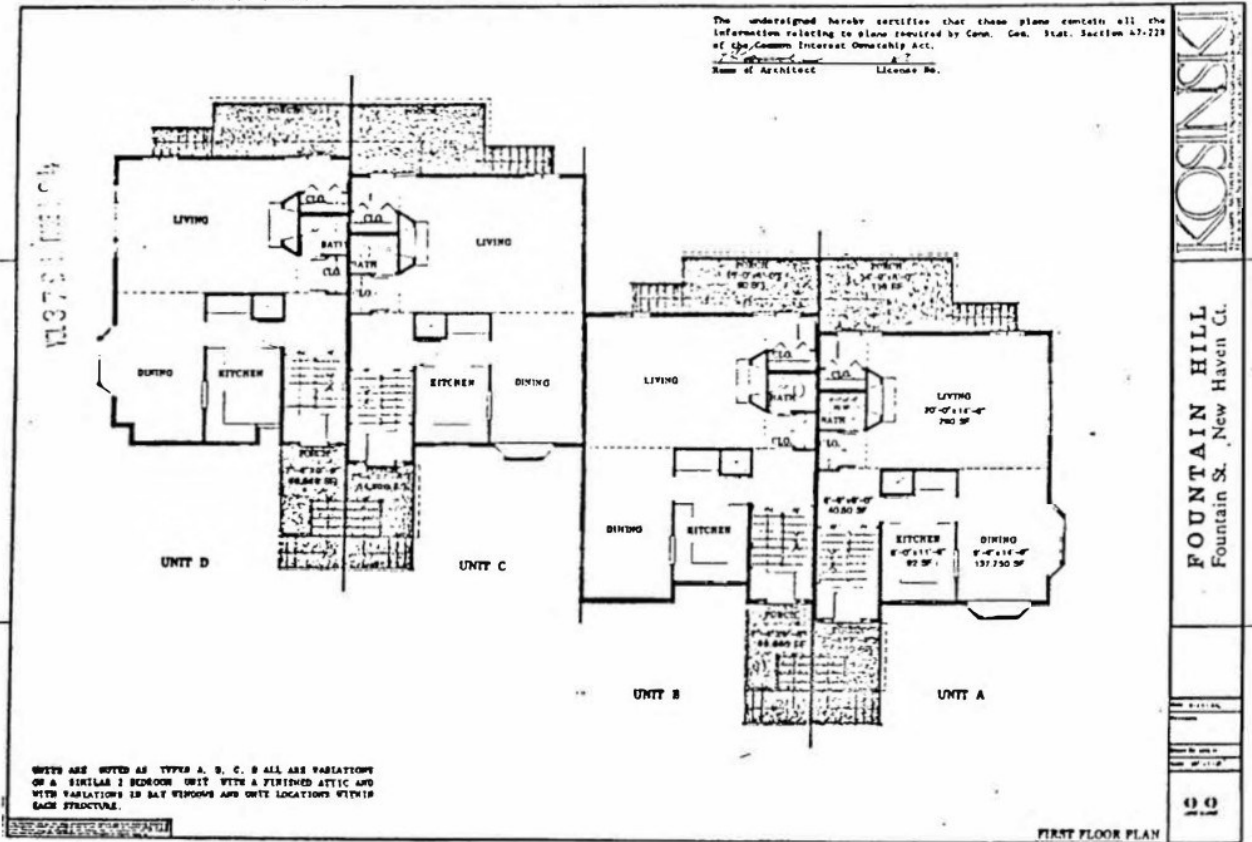
FOUNTAIN HILL
Fountain St. New Haven Ct.

2.1

BASEMENT PLAN

The undersigned hereby certifies that these plans contain all the information relating to plans required by Conn. Gen. Stat. Section 47-229 of the Common Interest Ownership Act.

James J. O'Connell 7
 Name of Architect License No.

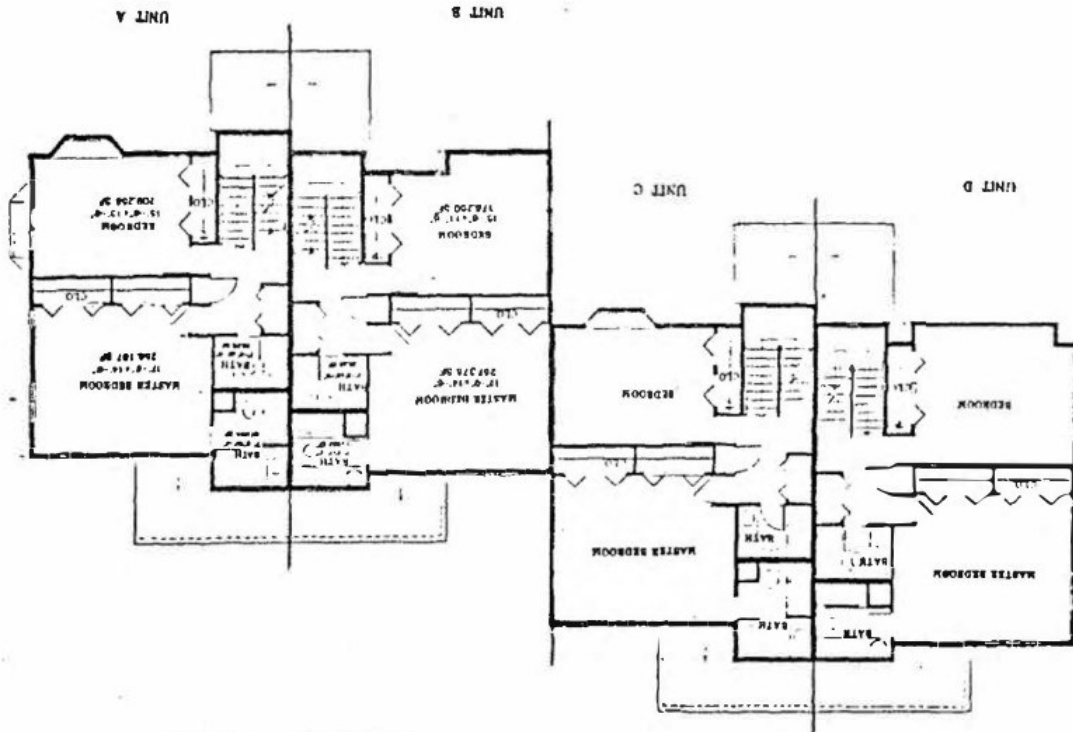


DRAWING NO. 3

The undersigned hereby certifies that these plans comply with all the information relating to plans required by Conn. Gen. Stat. Section 8-222 of the Connecticut General Statutes.

State of Connecticut
 License No. _____

 Architect



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.

SECOND FLOOR PLAN

9.5

FOUNTAIN HILL
 Fountain S. New Haven Ct.

KOSINSKI

DRAWING NO. 4

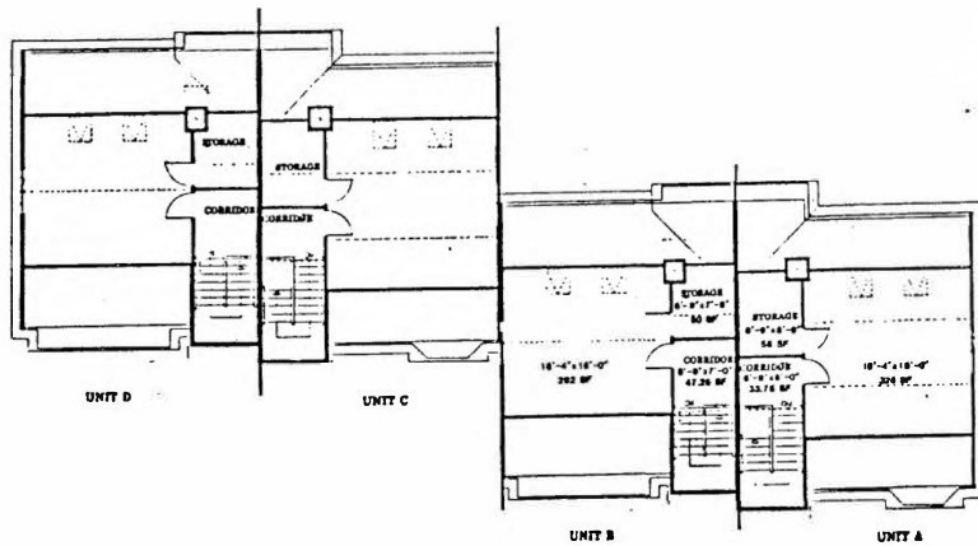
The undersigned hereby certifies that these plans contain all the information relating to plans required by Law. Gen. Stat. Section 47-218 of the Common Interest Ownership Act.

Name of Architect: KOSINSKI License No. 10000

KOSINSKI

FOUNTAIN HILL
Fountain St. New Haven Ct.

SECTION 10101



UNITS ARE NOTED AS TYPE A, B, C, D ALL ARE VARIATIONS OF A SIMILAR 3 BEDROOM UNIT WITH A FINISHED ATTIC AND WITH VARIATIONS IN BALY WINDOWS AND UNIT LOCATIONS WITHIN EACH STRUCTURE.

THIRD FLOOR PLAN

ARCHITECT'S CERTIFICATE OF COMPLETION

(Declaration Schedule A-5)

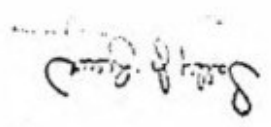
This Certificate is given with respect to the Declaration of Fountain Hill by Fountain Hill Development Associates, Inc. recorded contemporaneously herewith in the Land Records of the City of New Haven.

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

409120

PUBLIC OFFERING STATEMENT

100-1000

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

WISCONSIN 11264

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:

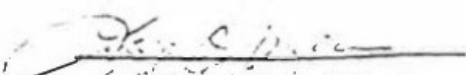
ARTICLE I

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 20 day of December, 1987.

Signed, Sealed and Delivered
in the Presence of:

FOUNTAIN HILL DEVELOPMENT
ASSOCIATES, INC.



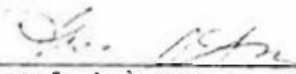
Robert P. Hinkle
Vice President

By _____
Robert P. Hinkle
Its Vice President

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. New Haven

On this the 20 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.,



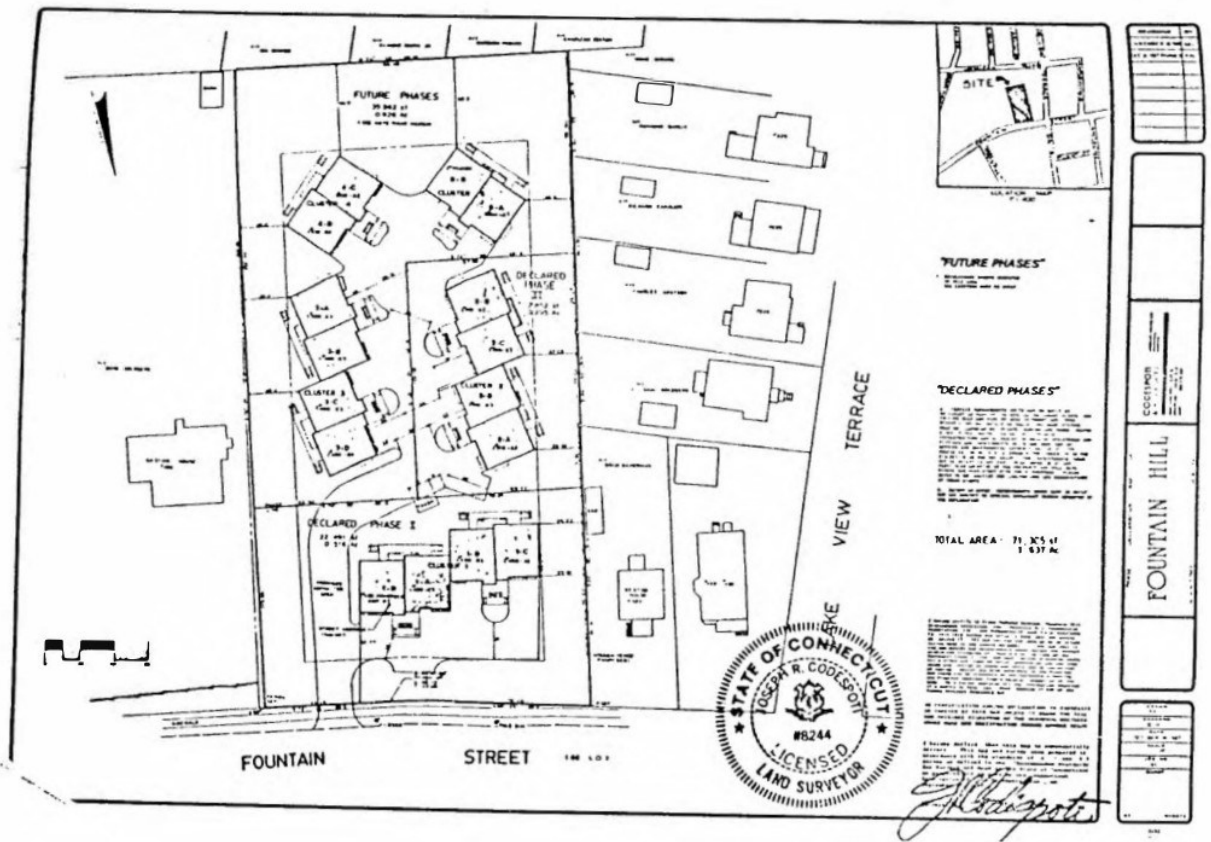
Lisa J. Anderson
Commissioner of the Superior Court

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

<u>Unit</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
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-E)	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

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

382-266



3822-261

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
Peter Kosinski
Registered Architect,
Registration No. 1763

81-2119 5-177082

591000

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 17th day of October, 1988.

Signed, Sealed and Delivered
in the Presence of:

FOUNTAIN HILL DEVELOPMENT
ASSOCIATES, INC.

[Signature]
[Signature]
[Signature]

By *[Signature]*
Robert P. Hinkle
Its Vice President

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

ss. New Haven

On this the 17th day of October, 1988, before me, *[Signature]*, 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.
SI 214d 81100 88 924810

[Signature]
[Signature]
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 accordance 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

<u>Unit</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
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.

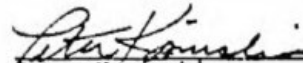
ARCHITECT'S CERTIFICATE OF COMPLETION

(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: 16 Feb 88
Peter Kosinski
Registered Architect,
Registration No. 1763

(fhda.ag)

ADDENDUM TO
PUBLIC OFFERING STATEMENT
FOUNTAIN HILL
PHASE III-A SUPPLEMENT

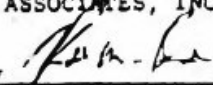
This Addendum is made a part of the Public Offering Statement Fountain Hill Phase III-A Supplement recorded on October 18, 1988 at 12:15 p.m. in the New Haven Land Records, which Supplement is an addendum to the Public Offering Statement for Fountain Hill Development Associates, Inc., dated November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

This Public Offering Statement amends the statistics accordingly where inconsistent.

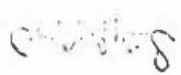
Schedule A-3 dated November 10, 1987 is deleted and the attached Schedule A-3 is substituted therefore.

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


014 12 101000

811610

12-000: DEC 29 92

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 3322, 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

11653: 116295

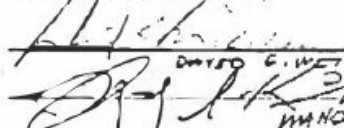
4. Schedule A-5 attached to and made a part of the Declaration is hereby supplemented and amended to include as an integral part thereof Schedule A-5 (Supplement) which is attached to and made a part of this Fourth Amendment to Declaration.

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.

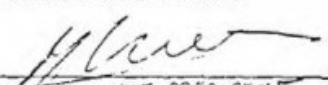
6. Successor Declarant does hereby ratify the Declaration as hereby amended to be in full force and effect in accordance with the terms thereof.

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:

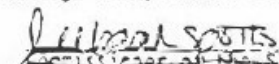

NANCY O'KEEFE

NEW ENGLAND SAVINGS BANK

By 
VICE PRESIDENT
Its NICHOLAS J. WYLIE

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX) SS: Clinton

On this 17 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 Spotts
Notary Public
My Commission Expires 3/31/94

DEBORAH SPOTTS

SCHEDULE A-2
FOUNTAIN HILLLIST OF UNITS, ALLOCATED INTERESTS, COMMON EXPENSE LIABILITY
AND LIMITED COMMON ELEMENTS

<u>UNIT NO.</u>	<u>ALLOCATED INTEREST IN COMMON AND COMMON EXPENSE LIABILITY</u>	<u>ASSOCIATION VOTE</u>	<u>LIMITED COMMON ELEMENT</u>
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

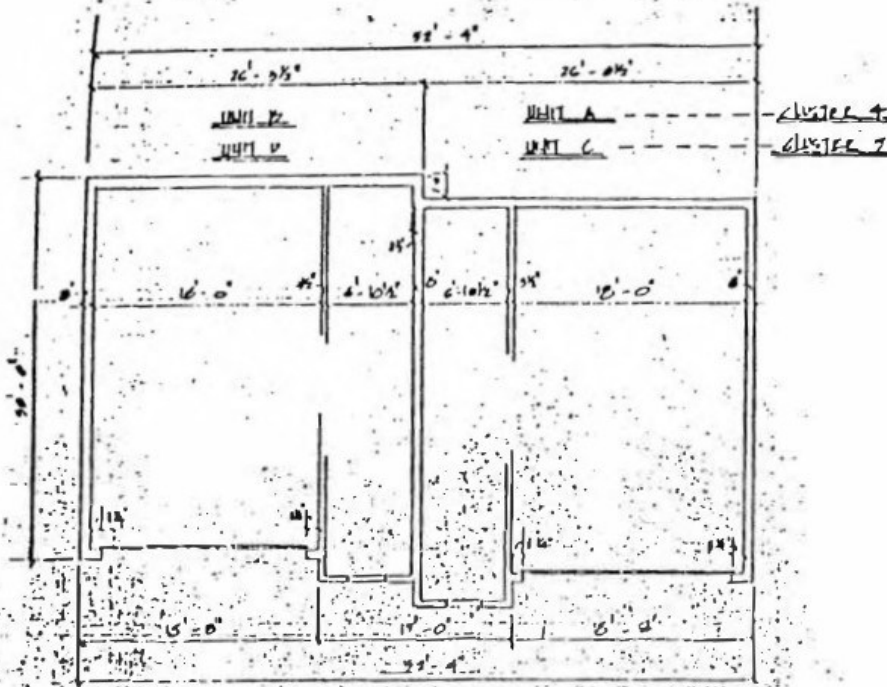
¹ Unit designations in () are those designations appearing on original architectural plans.

* LIMITED COMMON ELEMENT

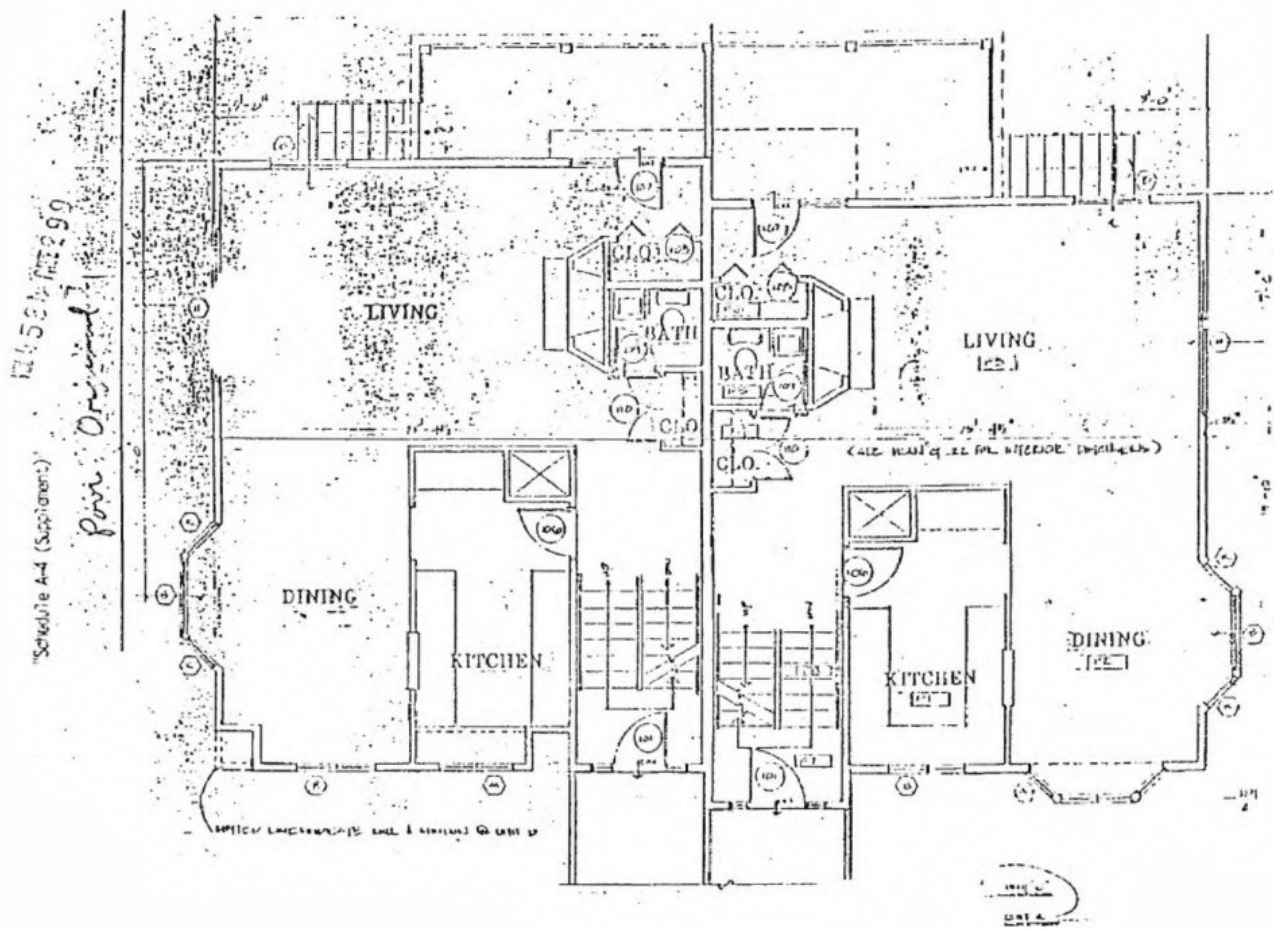
F&RP = Front and rear porches and entry ways as shown on the Plans included with the Declaration as Schedule A-4

"Schedule A-4 (Supplement)"

poor copy



PASSENGER PLANT - CLUSTER 1 & 5 (SEE OVERALL DIMENSIONS ONLY)
 SEE DRAWING 2.1 FOR UNIT DETAIL DIMENSIONS



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:

Agout. M. Zeh

Richard D. H. Fox
Registered architect, engineer or
surveyor
Date: 9-8-92

STATE OF CONNECTICUT

COUNTY OF Middlebury

} ss.

On this 8th day of September, 1992, personally appeared Vincent J. Furlong, 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
Joyce M. Waters JOYCE M. WATERS
Commissioner of the Superior Court Notary Public
My Commission Expires: March 31, 1995