

The Savin Rock Condominiums Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut, and having an office and a place of business at 105 West Walk, West Haven, Connecticut, acting herein by Robert Westbrook, its President, does amend the Declaration of Condominium dated October 31, 1972 and recorded on November 1, 1972 in Volume 548, Page 416 of the West Haven Land Records, pursuant to C.G.S. 47-71, the Unit Ownership Act, effective in 1971.

1. Article 2, Paragraph (b) is amended by deleting the existing language and substituting the following:

(b) Unit. Unit means a part of the Property including one or more rooms or enclosed spaces located on one or more floors or parts thereof in a Building intended for independent use as provided in Article 9 hereof, and with a direct exit to a public street or highway or to a Common Area leading to such street or highway, and including in such definition the hot water heater exclusively servicing that part of the Property as described hereinabove, whether or not such hot water heater is located within the boundaries as designated or within a Limited Common Area or Facility assigned to the Unit. Generally speaking, a Unit consists of the interior of a garden apartment and the hot water heater exclusively servicing that area. If any pipes, conduits or similar fixtures connected to the hot water heater exclusively servicing the Unit (hereinafter referred to as "Heater Pipes") are located inside the boundaries of the Unit as hereinabove defined or inside the boundaries of the Limited Common Area or Facility assigned to such Unit which houses the hot water heater, then such Heater Pipes are by definition also a part of the Unit.

2. Article 2, Paragraph (h) (1) is amended by adding the language underlined below to the existing sentence, so that the sentence reads as follows:

1. Expenses of administration, maintenance or repair or replacement of the common areas and facilities, except as may be otherwise provided in the By-Laws of the Association of Unit Owners.

3. Article 2, Paragraph (1) is amended by adding the language underlined below to the last sentence in the paragraph, so that the sentence reads as follows:

(1) The ownership of limited common areas however is vested in all unit owners and the maintenance thereof is a common expense, except as may be otherwise provided in the By-Laws of the Association of Unit Owners.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused this First Amendment to the Declaration of Condominium dated October 31, 1972, executed at West Haven, Connecticut this 2nd day of June, 1987.

Signed, sealed and delivered in the presence of:

SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

Frances A. McKernan
Marie J. Kowalski

By *Robert Westbrook*
ROBERT WESTBROOK
Its President

STATE OF CONNECTICUT

:
: ss: West Haven
:

COUNTY OF NEW HAVEN

Personally appeared Robert Westbrook, President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument on behalf of said corporation, and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me, on this date.

Received for record on June 5, 1987
9:35 AM and recorded by me
Daniel J. Krevolin, Town Clerk

Frances A. McKernan
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-31-92

VOL 800 PAGE 383
THIRD AMENDMENT TO BY-LAWS OF
SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

The Savin Rock Condominiums Association, Inc., a non-stock corporation, organized and existing under the laws of the State of Connecticut, and having an office and place of business at 105 West Walk, West Haven, Connecticut, acting herein by Robert Westbrook, its President, does amend the By-Laws of Savin Rock Condominiums Association, Inc., which are annexed to the Declaration of Condominium dated October 31, 1972 and recorded November 1, 1972 in Volume 548, Page 416 of the West Haven Land Records, as the same are amended to date, pursuant to C.G.S. 47-71 of the Unit Ownership Act, as effective in 1971.

1. Section 7(a) is amended to add the language underlined below to the first sentence of the paragraph, so that said first sentence reads as follows:

The association shall maintain, repair and replace all of the common areas and facilities, but the costs of repair and replacement of the common areas and facilities due to water damage caused by a hot water heater and/or pipes, conduits or similar fixtures which are defined as being part of a Unit under Article 2, paragraph (b) of the Declaration (hereinafter referred to collectively as "Hot Water Heater") shall be the responsibility of the Unit Owner whose Unit includes the Hot Water Heater causing said damage.

2. Section 7(b) is amended to add the following sentence between the first and second sentences in the paragraph:

Notwithstanding the foregoing, the costs of repair and replacement of the common areas and facilities due to water damage caused by a hot water heater and/or pipes, conduits or similar fixtures which are defined as being part of a Unit under Article 2, paragraph (b) of the Declaration (hereinafter referred to collectively as "Hot Water Heater") shall be the responsibility of the Unit Owner whose Unit includes the Hot Water Heater causing said damage.

3. Section 8(a) is amended to add the following language after the last sentence:

The Association of Unit Owners and its Board of Directors shall not be required to make a claim against the insurance policy of the Association of Unit Owners in the event that the costs of repairs or replacement of common areas and facilities or limited common elements and facilities, due to water damage caused by a hot water heater and/or pipes, conduits or similar fixtures which are defined as being part of a Unit under Article 2, paragraph (b) of the Declaration, are the responsibility of a Unit Owner under the provisions of the Declaration or these By-Laws.

4. Section 10(a) is amended to add the following sentence between the first and second sentences in the paragraph:

Notwithstanding the foregoing, in the event that such damage is water damage caused by the hot water heater and/or pipes, conduits or similar fixtures connected to the hot water heater which are defined as being part of a Unit under Article 2, paragraph (b) of the Declaration, (hereinafter referred to collectively as "Hot Water Heater") then the responsibility for the costs of reconstruction and repair after such casualty belongs to the Unit Owner whose Unit includes the Hot Water Heater causing such casualty, whether or not the same is specifically covered by the association insurance.

5. Section 10(b) is amended to add the following language after the last sentence.

In the event that a Unit Owner is responsible for the costs of reconstruction and repair pursuant to the provisions of the Declaration and these By-Laws, the Association shall present the estimate of costs to said Unit Owner for payment in full within ten (10) days of presentation. If the Unit Owner fails to make payment as provided, the Board of Directors shall specially assess said costs against the Unit Owner's Unit as an additional Common Expense of the Unit, chargeable solely against the Unit.

6. Section 13 is amended to add the language underlined below to the third sentence of the section so that said third sentence reads as follows:

Any other repairs thereto or with respect to the limited common areas shall be made by the Board of Directors as a common expense, with the exception that the costs of repair and reconstruction of a limited common area due to water damage caused by a hot water heater and/or pipes, conduits or similar fixtures connected to the hot water heater which are defined as being part of the Unit under Article 2, paragraph (b) of the Declaration (hereinafter referred to collectively as "Hot Water Heater"), shall be the responsibility of the Unit Owner

whose Unit includes the Hot Water Heater causing said damage.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused this Third Amendment to the By-Laws of Savin Rock Condominiums Association, Inc., as the same may be amended to date, executed at West Haven, Connecticut this 2nd day of June, 1987.

Signed, sealed and delivered in the presence of:

SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

Frances A. McKernan
Daniel J. Krevolin

BY Robert Westbrook
ROBERT WESTBROOK
Its President

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

:
:
ss: West Haven
:

Personally appeared Robert Westbrook, President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument on behalf of said corporation, and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me, on this date.

Received for record on June 5, 1987 Frances A. McKernan
at 9 h 32 m A. and recorded by me Daniel J. Krevolin
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-31-88
Daniel J. Krevolin, Town Clerk

FOURTH AMENDMENT TO BY-LAWS OF
SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

The Savin Rock Condominiums Association, Inc., a non-stock corporation, organized and existing under the laws of the State of Connecticut, and having an office and place of business at 105 West Walk, West Haven, Connecticut, acting herein by Mary Webster, its President, does amend the By-Laws of Savin Rock Condominiums Association, Inc., which are annexed to the Declaration of Condominium dated October 31, 1972 and November 1, 1972 in Volume 548, Page 416 of the West Haven Land Records, as the same are amended to date, pursuant to C.G.S. 47-71 of the Unit Ownership Act, as effective in 1971.

1. Section 4(b)(12) of the by-laws is amended to add the language underlined to the second sentence and to delete the third and fourth sentence and to insert the following in lieu thereof:

The Board of Directors shall have the power to levy fines against the unit owners for violations of the Declaration, by-laws and reasonable rules and regulations established by it to govern the conduct of the unit owners.

Prior to April 1, 1990, no fine may be levied for more than \$5.00 for any one violation, and commencing on April 1, 1990 and continuing thereafter, no fine may be levied for more than \$20.00 for any one violation; but for each day a violation continues after the unit owner has been given notice of the violation and an opportunity to be heard in respect thereof it shall be considered a separate violation, unless such violation is a default in payment of monthly common charges or expenses in which case, in addition to the unit owner's obligation to pay interest from the due date pursuant to Section 11(c) hereof, a fine of \$20.00 may be levied for each month such default in payment continues. Any fine so levied shall be considered a common expense to be levied against the particular unit owner involved, and collection may be enforced by the Board of Directors in the same manner as it is entitled to enforce collection of common charges or expenses.

2. Section 7(a) is amended to add the language underlined and delete the language slashed through, so that entire Section shall read as follows:

The association shall maintain, repair and replace all of the common areas and facilities, except as provided in Section 13 of these by-laws, and except that but the costs of repair and replacement of the common areas and facilities due to water damage caused by a hot water heater and/or pipes, conduits or similar fixtures which are defined as being part of a Unit under Article 2, paragraph (b) of the Declaration (hereinafter referred to collectively as "Hot Water Heater") shall be the responsibility of the Unit Owner whose Unit includes the Hot Water Heater causing said damage. All payment vouchers are to be approved by either the President or the Treasurer of the association.

3. Section 7(b) is amended to add the language underlined, so that the entire Section shall read as follows:

The responsibility of the unit owners shall be to maintain, repair and replace at his expense all portions of his unit, except those portions defined as common areas and facilities for which the responsibility for maintenance, repair and replacement is the Association's responsibility. Notwithstanding the foregoing, the costs of repair and replacement of the common areas and facilities due to water damage caused by a hot water heater and/or pipes, conduits or similar fixtures which are defined as being part of a Unit under Article 2, paragraph (b) of the Declaration (hereinafter referred to collectively as the "Hot Water Heater") shall be the responsibility of the Unit Owner whose Unit includes the Hot Water Heater causing said damage, and the responsibility to make repairs to certain limited common areas shall be as set forth in Section 13 of these by-laws. The unit owner shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the Unit is located. The unit owner is responsible to promptly report to the association any defect or need for repairs, the responsibility for which is that of the association.

4. Section 8(c) is amended to add the language underlined to the next-to-the-last sentence of the paragraph, so that the last two sentences read as follows:

If the proceeds are insufficient to pay for said repairs, any deficiency shall be a common area charge, with the following exception: if the damage should be to all or part of a unit and such damage has been caused by vandalism, malicious mischief or theft by a tenant of the unit owner or such tenant's invitees, then the amount of the deductible from the Association's insurance policy shall not be a common charge but shall be the responsibility of the unit owner whose unit has been so damaged.

If the damage should be to the units and the units are not to be repaired, then the proceeds of the policies shall be held for the owners of the damaged units and their mortgagees, to be distributed to them as their interests may appear.

5. Section 9(e) is amended to add the language underlined, so that the entire section reads as follows:

In the event repairs are made, if there is not enough money available to pay for the reconstruction or repair out of the insurance proceeds, any deficiency shall be absorbed by all of the unit owners in the entire condominium as a common expense, with the following exception: if the damaged property is all or part of a unit and such damage is covered by the Association's insurance and such damage has been caused by vandalism, malicious mischief or theft by a tenant of the unit owner or such tenant's invitees, the amount of the deductible from the Association's insurance policy shall be the responsibility of and paid by the unit owner whose unit has been so damaged.

6. Section 10(a) is amended to add the language underlined, so that the entire Section reads as follows:

If damage occurs only to those parts of one unit for which the responsibility of maintenance and repairs is that of the unit owner then the unit owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the association insurance, in which event the association shall be responsible for said costs, with the following exception: if said damage has been caused by vandalism, malicious mischief or theft by a tenant of a unit owner or such tenant's invitees, the amount of the deductible from the association's insurance policy or the costs of reconstruction and repair after such casualty, whichever is lesser, shall be the responsibility of the unit owner whose unit has been, so damaged. Notwithstanding the foregoing, in the event that such damage is water damage caused by the hot water heater and/or pipes, conduits or similar fixtures connected to the hot water heater which are defined as being part of a unit under Article 2, paragraph (b) of the declaration (hereinafter referred to collectively as the "Hot Water Heater") then the responsibility for the costs of reconstruction and repair after such casualty belongs to the unit owner whose includes the Hot Water Heater causing such casualty, whether or not the same is specifically covered by the association insurance. In all instances, the responsibility for actual reconstruction and repair after a casualty shall be that of the association.

7. Section 10(c) is added to the by-laws and shall read as follows:

In the event that a unit owner is responsible for the amount of the deductible from the Association's insurance policy or the cost of reconstruction and repair after a casualty for which the Association has the responsibility of actual reconstruction and repair, whichever is lesser, the Association shall present a written request to the unit owner for payment in full to the Association within ten days of such presentation. If the unit owner fails to make payment as provided, the Board of Directors may, after providing the unit owner with notice and an opportunity to be heard, specially assess said amount against the unit owner's unit as an additional common expense of the unit, chargeable solely to the unit. Any such special assessment by the Board of Directors shall be due and payable within two days after notice of the assessment is given to the unit owner.

8. The by-laws are amended to add Section 25, set forth herein below:

Section 25. RESTRICTIONS ON ALIENATION. It is the desire of the unit owners to maintain Savin Rock Condominiums as a residential condominium with maximum occupancy by resident owners rather than lessees and to encourage a degree of continuity of residence, inhibit transiency and safeguard the value of their respective investments. Therefore:

(a) For a period of one year immediately following the acquisition of a unit by a unit owner, the unit may not be occupied or used other than as a private residence for the unit owner and his immediate family and their servants and guests, and for no other purpose, except that the unit owner and his immediate family may use the unit for professional office use as may be provided under the zoning regulations of the City of West Haven and under the terms and conditions stated therein;

(b) Subject to the Board of Directors' right of first refusal pursuant to Section 18(a) of these by-laws, a unit owner who has held title to a unit for at least one year may lease the unit for a period of not less than one year EXCEPT THAT any such lease (or lease renewal) entered into on or after April 1, 1990 shall not have any force and effect and the unit owner shall be in violation of these by-laws and subject to any enforcement powers of the Board of Directors until the unit owner has satisfied all of the following conditions:

(i) The unit owner shall deliver to the Board of Directors a copy of any lease (or lease renewal) signed by the unit owner and the lessee;

(ii) The lease (or lease renewal) shall:

(A) Provide that the term of the lease is for a period of not less than one year;

(B) Provide that the lessee shall abide by and that continuation of the lease is subject to compliance with all of the obligations of the unit owner ("Obligations") under the Declaration of Condominium, the by-laws of Savin Rock Condominiums and any rules and regulations as may be established from time to time by the Board of Directors of the Association (the "Condominium Documents"); and

(C) Incorporate by reference the Condominium Documents; and

(iii) The unit owner shall deliver to the Board of Directors an acknowledgement signed by the lessee stating that:

(A) the lessee has received a copy of and has read and understands the Condominium Documents; and

(B) the lessee will abide by and understands that continuation of the lease is subject to lessee's compliance with the Obligations under the Condominium Documents; and

(c) Notwithstanding that a unit owner has leased a unit in compliance with sub-paragraph (b) above, that unit owner shall remain primarily responsible for compliance by its lessee with the Obligations under the Condominium Documents and the Board of Directors shall be entitled to exercise its powers under the Condominium Documents to require the unit

owner to enforce the obligation of the lessee to comply with the Obligations under the Condominium Documents.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused this Fourth Amendment to the By-Laws of Savin Rock Condominiums Association, Inc., as the same may be amended to date, executed at West Haven, Connecticut this 6th day of July, 1990.

Signed, sealed and delivered in the presence of:

Francis A. McKernan
John A. Lawler

SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

By Mary Webster
Mary Webster
Its President

STATE OF CONNECTICUT :
: ss: West Haven
COUNTY OF NEW HAVEN :

Personally appeared Mary Webster, President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument on behalf of said corporation, and acknowledged the same to be her free act and deed and the free act and deed of said corporation, before me, on this date.

Francis A. McKernan
Notary Public
My Commission Expires: 3-31-92

Received for record on July 6, 1990
at 2 h 5 m P and recorded by me
Carol L. Musco, Town Clerk

Rescinded
See amendment
recorded in
Volume 1042, Page 720

FOURTH AMENDMENT TO DECLARATION OF SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

The Savin Rock Condominiums Association, Inc., a non-stock corporation, organized and existing under the laws of the State of Connecticut, and having an office and place of business at 105 West Walk, West Haven, Connecticut, acting herein by Mary Webster, its President, does amend the Declaration of Savin Rock Condominiums Association, Inc., dated October 31, 1972 and November 1, 1972 in Volume 548, Page 416 of the West Haven Land Records, as the same are amended to date, pursuant to C. G. S. 47-71 of the Unit Ownership Act, as effective in 1971.

1. Article 9, Paragraph (b) of the Declaration is amended to add the sentence underlined, below so that Paragraph (b) reads as follows:

(b) There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Board of Directors, ~~except as~~ hereinafter expressly provided. Without limiting any power of the Board of Directors to act hereunder, the Board of Directors is expressly given the power to permit patios and appurtenant lighting in the common areas, pursuant to the specifications set forth in Section 4 (b) of the By-laws, as amended on the 28th of ~~September~~^{August}, 1990. ~~Webster~~ NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS DECLARATION OR THE BY-LAWS, the Board of Directors may allocate the costs, responsibilities and/or liabilities relating to the construction, maintenance, repair, removal and replacement of each patio and appurtenant lighting and the restoration of the common areas related thereto, to the Unit requesting permission for such patio. Each unit owner shall be obligated to maintain his own unit and keep it in good order and repair.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc., has hereunto caused this Fourth Amendment to the Declaration of Savin Rock Condominiums Association, Inc., as the same may be amended, to date, executed at West Haven, Connecticut this 25th day of September 1990.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

By Mary Webster
Mary Webster
Its President

STATE OF CONNECTICUT :

ss: West Haven

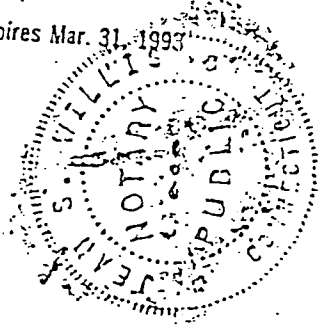
COUNTY OF NEW HAVEN :

Personally appeared Mary Webster, President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument on behalf of said corporation, and acknowledged the same to be her free act and deed and the free act and deed of said corporation, before me, on this date.

Jean S. Willis
Notary Public

My Commission Expires:

My Commission Expires Mar. 31, 1993



Received for recording on Sept. 26, 1990

at 3:00 P.M. and recorded by me
Carol L. Meser, Town Clerk

Rescinded
see amendment
recorded in Vol. 1042
Page 720

FIFTH AMENDMENT TO BY-LAWS OF
SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

The Savin Rock Condominiums Association, Inc., a non-stock corporation, organized and existing under the laws of the State of Connecticut, and having an office and place of business at 105 West Walk, West Haven, Connecticut, acting herein by Mary Webster, its President, does amend the By-Laws of Savin Rock Condominiums Association, Inc., which are annexed to the Declaration of Condominium dated October 31, 1972 and November 1, 1972 in Volume 548, Page 416 of the West Haven Land Records, as the same are amended to date, pursuant to C. G. S. 47-71 of the Unit Ownership Act, as effective in 1971.

1. Section 4(b) of the By-Laws shall be amended to add subsection 14, so that Section 4(b) (14) reads as follows:

(i) The Board of Directors shall have the power to permit patios and appurtenant lighting in the common areas, pursuant to the specifications set forth here and below:

Due to the irregular shape and size of the common areas adjacent to individual units, it is necessary to vary patio dimensions. The dimensions are as follows:

1. Phase I and Phase 2 Parking Lot side - Width to be measured from sidewalk to sidewalk. Depth to be measured from existing patio to one foot from inside of curb.
2. Phase I Courtyard - The following units are limited by space. Units #39, 40, 41, 42, 43, 75, 76, 77, 78, 79, 100, 101, 102, 103, 104, 105, 106, 107, and 108. Width shall be from shed to building line - 14 feet. Depth from the foundation of the building to a maximum of 8 feet.
3. Phase I Courtyard - Width from shed to the edge of the building - 14 feet. Depth from the foundation of the building to a maximum of 10 feet.
4. Phase 2 Courtyard - Width from shed to building line, 14 feet. Depth from foundation of the building to a maximum of 8 feet.
5. Phase I and II Parking Lot End Unit - Depth shall increase a maximum of 6 feet from existing patio. Width - 24 feet at existing patio, follow existing concrete edge angle to the end of the depth increase.
6. Materials - Natural or white patio block or brick set in a 3 inch sand base. If lumber is used to section patio it must be pressure treated.
7. Trees and Shrubs - There must be a one foot radius around all trees. No trees, may be removed. No flowers or shrubs may be planted between the patio and sidewalk on the courtyard side.
8. Upon approval of the patio request Milton, or a designated employee of Savin Rock Condominium, will stake

- out the dimensions of the patio. During construction or upon completion a designated employee of Savin Rock Condominium or a Board member will inspect for conformity.
- 9... Completion Time - All work is to be completed within two weeks. The work must be completed prior to or started after, Memorial Day, July 4th, or Labor Day.
- 10. Lighting - A 12 volt system is to be used where a single transformer supplies low voltage to fixtures designed for this application. A brochure picturing approved lighting fixtures will be kept in the office. The parking lot patio lighting should be positioned one foot from the outer perimeter of the patio. The courtyard patio lighting should be positioned within one foot from the exterior of the building. There should be a maximum of four single light fixtures having a maximum height of one foot each. Approved colors of light bulbs are white or yellow.
- 11. Maintenance - Maintaining the patio will be the responsibility of the present or any future owners of the unit. In the event the patio is removed, it must be restored to its original (grass) condition at the unit owners expense.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THESE BY-LAWS, the Board of Directors may allocate the costs, responsibilities and/or liabilities for construction, maintenance, repair, removal and replacement of each patio and appurtenant lighting and restoration of the common areas related thereto, to the Unit requesting permission for such patio.

(11) The Association assumes no responsibility for damage done to any patio by contractors or maintenance personnel of the Association.

IN WITNESS WHEREOF, the Savin Rock Condominium Association, Inc. has hereunto caused this Fifth Amendment to the By-Laws of Savin Rock Condominiums Association, Inc., as same may be amended to date, executed at West Haven, Connecticut this 25th day of Sept., 1990.

Signed, sealed and delivered in the presence of:

Dolan dettors
Raf G. Cannon

SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

By *Mary Webster*
 Mary Webster
 Its President

STATE OF CONNECTICUT
 COUNTY OF NEW HAVEN

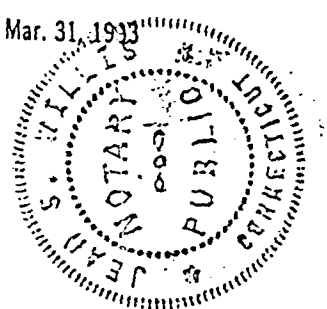
ss: West Haven

Personally appeared Mary Webster, President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument on behalf of said corporation, and acknowledged the same to be her free act and deed and the free act and deed of said corporation before me, on this date.

Jean S. Willis
Notary Public

My Commission Expires:

My Commission Expires Mar. 31, 1993



Received for recording on Sept 26, 1990
at 3:32 P M and recorded by me
Carol L. Masos, Town Clerk

VOL 922 PAGE 762

April 3, 1991

BY-LAW AMENDMENTS
SAVIN ROCK CONDOMINIUM ASSOCIATION, INC.

The Savin Rock Condominium Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut, and having an office and place of business at 105 West Walk, West Haven, Connecticut, acting herein by Paula Giordano, its President, does amend the By-Laws which are annexed to the Declaration of Condominium dated October 31, 1972 and recorded on November 1, 1972 in Vol. 548, p. 416 of the West Haven Land Records, pursuant to C.G.S. 47-71, the Unit Ownership Act, effective in 1971.

As a result of motions made, seconded and carried at the Quarterly General Meeting of the Savin Rock Condominium Association, Inc., held Monday, September 8, 1980 at St. John Vianney Church, the following By-Law changes/amendments became effective:

SECTION 4. BOARD OF DIRECTORS, page 26, para. (a): changed to read...
"The Board of Directors shall be composed of eleven (11) persons, all of whom shall be owners of units, and shall be elected by the unit owners."

Note: The amended proposal was approved by a vote of: 63% for, 16% against.

SECTION 17. ELECTRICITY AND WATER, page 38: changed to read:
"The Board of Directors may contract for the installation of a separate electric meter for each unit, subject to the provisions of Section 17, and each owner shall contract for electricity directly from the utility company."

Note: The amended proposal was approved by a vote of: 78.2832% for, 3.6186% against.

In witness whereof, the Savin Rock Condominium Association, Inc., has hereunto caused these amendments to the By-Laws to be executed at West Haven, CT this _____ day of April, 1992.

Signed, sealed and delivered in the presence of:

Savin Rock Condominium Association, Inc.

By Paula Giordano
Paula Giordano
Its President

Linda M. Gianfranco

Notary Public

my comm expires 4-30-96

State of Connecticut : ss: West Haven
County of New Haven :

Personally appeared Paula Giordano, President of Savin Rock Condominium Association, Inc., signer and sealer of the foregoing instrument on behalf of said Corporation, and acknowledged the same to be her free act and deed and the free act and deed of said corporation, before me on this date.

APR 06 1992

Recorded for record on _____

AMENDMENT TO DECLARATION
SAVIN ROCK CONDOMINIUMS

The Savin Rock Condominiums Association, Inc., a non-stock Connecticut corporation, organized and existing under the laws of the State of Connecticut, pursuant to a vote of the unit owners taken at a meeting duly called and held on September 30, 1996, does hereby amend the Declaration of Savin Rock Condominiums dated October 31, 1972 and recorded on November 1, 1972 in Volume 548, Page 416 of the West Haven Land Records, as it may be amended, as follows:

Article 9(n) is amended to read:

The community recreational area and the swimming pool may be used for general recreational purposes by unit owners, lessees and their guests. However, the privilege to use said facilities shall be suspended as long as a unit's account is in arrears in excess of \$100.00.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused this Amendment to the Declaration of Savin Rock Condominiums to be executed at West Haven, Connecticut this 29th day of April, 1997.

Witnessed:

[Signature]

SAVIN ROCK CONDOMINIUMS
ASSOCIATION, INC.

[Signature]
Nancy J. Limauro

BY [Signature]
Mary Webster
Its President

STATE OF CONNECTICUT

ss: West Haven

April 29, 1997

COUNTY OF NEW HAVEN

Personally appeared Mary Webster, the President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of such corporation, before me.

Received for record 5.27-1997
at 10.55 AM and recorded by me
[Signature]
West Haven Town

[Signature]
Notary Public
My Commission Expires: Sept 20, 2001

AMENDMENT TO DECLARATION OF SAVIN ROCK
CONDOMINIUMS AND BY-LAWS OF
SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

The Savin Rock Condominiums Association, Inc., a non-stock Connecticut corporation, organized and existing under the laws of the State of Connecticut, pursuant to a vote of unit owners taken at a meeting duly called and held on September 30, 1996, does hereby amend the Declaration of Savin Rock Condominiums dated October 31, 1972 and the By-Laws of Savin Rock Condominiums Association, Inc., both recorded on November 1, 1972, in Volume 548, Page 416 et seq. of the West Haven Land Records, as each may be amended, as follows:

The Fourth Amendment to the DECLARATION, recorded Volume 494, Page 193 of West Haven Land Records, is hereby rescinded.

Article 9, Paragraph (b) of the DECLARATION, is hereby amended to read as follows:

(b) There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Board of Directors, except as hereinafter expressly provided. Without limiting the power of the Board of Directors to act hereunder, the Board of Directors is expressly given the power to permit patios and appurtenant steps and lighting in the common areas, pursuant to rules and regulations promulgated by the Board of Directors, as they may be amended from time to time, which rules and regulations shall include, without limitation, provisions for construction, maintenance, repair and removal of patios and appurtenant steps and lighting, if any, and restoration of the common areas related thereto. Notwithstanding the aforesaid, no patio shall be permitted which (1) exceeds the dimensions of 12' x 14', not including steps, if any (with the exception, however, that the maximum dimensions for patios requested in connection with end units shall be established pursuant to rules and regulations promulgated by the Board of Directors); (2) is constructed in a manner which may reasonably be determined to be permanent, e.g. poured concrete or a similar substance; and/or (3) has lighting appurtenant to it exceeding ten (10) lights. Also, notwithstanding any provision to the contrary in this Declaration or the By-Laws, the Board of Directors shall allocate the costs and liabilities for construction, maintenance, repair, removal and/or replacement of such patio, appurtenant lighting and restoration of the common areas related thereto to the Unit requesting permission for such patio. Each unit owner shall be

obligated to maintain his Unit and keep it in good repair.

Notwithstanding any provision of the Declaration or By-Laws to the contrary, it is expressly provided that any patio and appurtenant lighting and steps, as the case may be, existing prior to September, 1992, no matter what the dimensions or construction, shall be allowed to remain, subject to certain rules and regulations promulgated by the Board of Directors, as they may be amended from time to time. However, as each unit which requested permission to construct such patio and appurtenant lighting and steps, as the case may be, is sold and conveyed, the Board of Directors shall require that the new unit owner bring the patio, and appurtenant lighting and steps, as the case may be, into compliance with the then existing rules and regulations; with the exception that when a patio and/or steps are constructed of poured concrete, if the Board of Directors determines that it is impracticable to require that the patio and/or steps be brought into compliance with the then existing rules and regulations, it reserves the right, in its sole discretion, to allow the patio and/or steps to remain as constructed.

Unit owners should be aware that any amendment(s) to the rules and regulations promulgated by the Board of Directors may affect then existing patios and appurtenant lighting and steps, as the case may be, as well as future patios and appurtenant lighting and steps, as the case may be.

NOTE: Those patios, if any, designated as limited common areas pursuant to the condominium documents creating Savin Rock Condominiums, recorded in the West Haven Land Records in Volume 548, Page 416 et seq., are not subject to the above patio provisions, but are subject to applicable provisions of the Declaration and By-Laws and rules and regulations, as they may be amended.

The Fifth Amendment to the BY-LAWS of Savin Rock Condominiums Association, Inc., recorded in Volume 894, Page 185, is hereby rescinded.

Section 4(b) of said BY-LAWS is amended to add subsection (14) as set forth below:

Section 4(b)(14): (i) The Board of Directors shall have the authority to permit patios and appurtenant steps and lighting in common areas, pursuant to rules and regulations promulgated by the Board, as they may be amended from time to time, which rules and regulations shall

include, without limitation, provisions for construction, maintenance, repair, removal and/or replacement of patios and appurtenant steps and lighting, if any, and restoration of the common areas related thereto. Notwithstanding the aforesaid, no patio shall be permitted which (1) exceeds the dimensions of 12' x 14', not including steps, if any (with the exception, however, that the maximum dimensions for patios requested in connection with end units shall be established pursuant to rules and regulations promulgated by the Board of Directors); (2) is constructed in a manner which may reasonably be determined to be permanent, e.g. poured concrete or a similar substance; and/or (3) has lighting appurtenant to it exceeding ten (10) lights. Also, notwithstanding any provision to the contrary in the Declaration or the By-Laws, the Board of Directors shall allocate the costs and liabilities for construction, maintenance, repair, removal and/or replacement of such patio and appurtenant steps and lighting, if any, and restoration of the common areas related thereto, to the Unit requesting permission for such patio.

(ii) Notwithstanding any provision of the Declaration or By-Laws to the contrary, it is expressly provided that any patio and appurtenant lighting and steps, as the case may be, existing prior to September, 1992, no matter no matter what the dimensions or construction, shall be allowed to remain, subject to certain rules and regulations promulgated by the Board of Directors, as they may be amended from time to time. However, as each unit which requested permission to construct such patio and appurtenant lighting and steps, as the case may be, is sold and conveyed, the Board of Directors shall require that the new unit owner bring the patio, and appurtenant lighting and steps, as the case may be, into compliance with the then existing rules and regulations; with the exception that when a patio and/or steps are constructed of poured concrete, if the Board of Directors determines that it is impracticable to require that the patio and/or steps be brought into compliance with the then existing rules and regulations, its reserves the right, in its sole discretion, to allow the patio and/or steps to remain as constructed.

(iii) The Association assumes no responsibility for damage to any patio, appurtenant steps and/or lighting.

(iv) The owners of any Unit which is granted permission for a patio hereby agree to indemnify and hold harmless the Association from and against any and all claims, demands, actions, suits, judgments, costs and expenses, including, without limitation, attorney's fees, arising

out of or in connection with injury to person or property relating to said patio, appurtenant steps and/or lighting, and this obligation shall be binding upon and the heirs, successors, executors, administrators and assigns of any such unit owner.

(v) Note: Those patios, if any, designated as limited common areas pursuant to the condominium documents creating Savin Rock Condominiums, recorded on the West Haven Land Records in Volume 548, Page 416 et seq., are not subject to the above patio provisions, but are subject to applicable provisions of the Declaration and By-Laws and rules and regulations, as they may be amended.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused this Amendment to the Declaration of Savin Rock Condominiums and Amendment to the By-Laws of Savin Rock Condominiums Association, Inc. to be executed at West Haven, Connecticut this day of July, 1997.

Witnessed:

SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

David P. [Signature]
Robert [Signature]

BY Mary Webster
Mary Webster
Its President

STATE OF CONNECTICUT

ss: West Haven

July , 1997

COUNTY OF NEW HAVEN

Personally appeared before me, the undersigned officer, Mary Webster, the President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of such corporation.

Maria Niedig

Notary Public

My Commission Expires: Sept 30, 20

Received for record 9-29-1997
at 9:09 Am, and recorded by me
[Signature]
West Haven Town

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

AMENDMENT TO DECLARATION OF
SAVIN ROCK CONDOMINIUMS

The following amendment to the Declaration of Savin Rock Condominiums was adopted by the vote of Unit Owners of Units to which at least 66 2/3% of the Votes in the Association are allocated, as evidenced by a vote at the Annual meeting of Unit Owners duly called and held on July 15, 2008.

The Declaration of Savin Rock Condominiums was originally recorded in Volume 548, Page 416 et seq. of the West Haven Land Records.

Whereas, Article 9, Paragraph (b) of the Declaration of Savin Rock, was previously amended by that certain document recorded in Volume 1042, Page 0720 of the West Haven Land Records; and

Whereas, certain changes were recommended by the Board of Directors;

ARTICLE 9, Paragraph (b) of the Declaration is amended to read in its entirety as follows:

(b) There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Board of Directors, except as hereinafter expressly provided. Without limiting the power of the Board of Directors to act hereunder, the Board of Directors is expressly given the power to permit patios and appurtenant steps and lighting in the common areas, pursuant to rules and regulations (including specifications), promulgated by the Board of Directors, as they may be amended from time to time, which rules, and regulations (including specifications) shall include, without limitation, provisions for construction, style, size, maintenance, repair, removal and/or replacement of patios and appurtenant steps and lighting, if any, and restoration of the common areas related thereto

Dimensions and other specifics of patios and appurtenances, if any, shall be in accordance with the rules and regulations (including specifications) with the rules and regulations (including specifications) promulgated by the Board of Directors; however, where the grassy common area directly outside a unit is bordered on three sides by sidewalks and on the fourth side by the building, the dimensions promulgated by the Board of Directors shall in no event exceed the inner edges of the bordering sidewalks.

No patio or appurtenance shall be constructed in a manner that may reasonably be determined to be permanent, e.g. poured concrete or similar substance. Also, notwithstanding any provision to the contrary in this Declaration or the By-Laws, the Board of Directors shall allocate the costs and liabilities for such construction, maintenance, repair, removal and/or replacement of such patio and appurtenant steps and lighting, if any, and restoration of the common areas related thereto, to the Unit which requested permission for the same. Each Unit Owner shall be obligated to maintain his own unit and the patio and its appurtenant steps and steps and lighting, if any, and keep them in good repair.

Notwithstanding any provision of the Declaration or By-Laws to the contrary, it is expressly provided that any patio and appurtenant lighting and steps, as the case may be, existing prior to September, 1992, no matter what the dimensions or construction, shall be allowed to remain, subject to certain rules, regulations (including specifications) promulgated by the Board of Directors, as they may be amended from time to time. However, as each unit which requested

permission to construct such patio and appurtenant lighting and steps, as the case may be, is sold and conveyed, the Board of Directors may require that the new unit owner bring the patio, and appurtenant lighting and steps, as the case may be, into compliance with the then existing rules, regulations (including specifications); with the exception that when and patio and/or steps are constructed of poured concrete, if the Board of Directors determines that it is impracticable to require that the patio and/or steps be brought into compliance with the then existing rules, regulations and specifications, it reserves the right, in its sole discretion, to allow the patio and/or steps to remain as constructed.

Unit owners should be aware that any amendment(s) to the rules and regulations (including specifications) promulgated by the Board of Directors may affect then existing patios and appurtenant lighting and steps, as the case may be, as well as future patios and appurtenant lighting and steps, as the case may be.

NOTE: Those patios, if any, designated as limited common areas pursuant to the condominium documents creating Savin Rock Condominiums, recorded in the West Haven Land Records in Volume 548, Page 416 et seq., are not subject to the above patio provisions, but are subject to applicable provisions of the Declaration and By-Laws and rules and regulations, as they may be amended.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused this Amendment to the Declaration of Savin Rock Condominiums to be executed at Hamden, Connecticut this 23rd day of March, 2009.

Witnessed:

SAVIN ROCK CONDOMINIUMS
ASSOCIATION, INC.

Tina Spore
Tina Spore

by Ruby Melton
Ruby Melton, Its President

Susan I. Epstein
Susan I. Epstein

STATE OF CONNECTICUT
SS: HAMDEN
COUNTY OF NEW HAVEN

Personally appeared before me, the undersigned officer, Ruby Melton, the President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said corporation, this 23rd day of March, 2009.

Susan I. Epstein
Susan I. Epstein
Commissioner of the Superior Court

Recorded 3/24/2009
1589/263

v. 1589, P. 263

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

AMENDMENT TO THE BY-LAWS OF
SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC.

The following amendments to the By-Laws of Savin Rock Condominiums Association, Inc. were adopted by the vote of Unit Owners of Units to which more than 50% of the Votes in the Association are allocated, as evidenced by a vote at the Annual Meeting of Unit Owners duly called and held on July 15, 2008.

The Declaration of Savin Rock Condominiums and By-Laws of Savin Rock Condominiums Association, Inc. were originally recorded in Volume 548, Page 416 et seq. of the West Haven Land Records.

Whereas the By-Laws were previously amended to increase the number of members of the Board of Directors from five persons to eleven persons, which amendment is recorded in Volume 922, Page 762 of the West Haven Land Records; and

Whereas, it has proven difficult for the Association to consistently find eleven persons willing to serve on the Board;

SECTION 4(a) is amended to provide that:

The number of members of the Board shall be reduced from eleven to nine at the annual meeting in 2009 and therefore, only four (4) members shall be elected to the Board of Directors for two year terms at the 2009 annual meeting.

The number of members of the Board shall be reduced from nine to seven as of the annual meeting in 2010 and therefore, only three (3) members shall be elected to the Board of Directors for two year terms at the 2010 annual meeting.

Thereafter, the Board of Directors shall be composed of seven (7) persons, all of whom shall be owners of units and all of whom shall be elected by the unit owners.

And, whereas the By-Laws were previously amended to add subsection (14) to Section 4(b), as evidenced by that certain document recorded in Volume 1042, Page 0720 of the West Haven Land Records; and

Whereas, certain changes were recommended by the Board of Directors;

SECTION 4(b)(14) is amended to read in its entirety as follows:

(i) The Board of Directors shall have the authority to permit patios and appurtenant steps and lighting in the common areas, pursuant to rules and regulations (including specifications), promulgated by the Board, as they may be amended from time to time, which rules, and regulations (including specifications) shall include, without limitation, provisions for construction, style, size, maintenance, repair, removal and/or replacement of patios and appurtenant steps and lighting, if any, and restoration of the common areas related thereto.

Dimensions and other specifics of patios and appurtenances, if any, shall be in accordance with the rules and regulations (including specifications) promulgated by the Board of Directors; however, where the grassy common area directly outside a unit is bordered on three sides by sidewalks and on the fourth side by the building, the dimensions promulgated by the Board of Directors shall in no event exceed the inner edges of the bordering sidewalks.

No patio or appurtenance shall be constructed in a manner that may reasonably be

determined to be permanent, e.g. poured concrete or similar substance. Also, notwithstanding any provision to the contrary in this Declaration or the By-Laws, the Board of Directors shall allocate the costs and liabilities for such construction, maintenance, repair, removal and/or replacement of such patio and appurtenant steps and lighting, if any, and restoration of the common areas related thereto, to the Unit which requested permission for the same.

(ii) Notwithstanding any provision of the Declaration or By-Laws to the contrary, it is expressly provided that any patio and appurtenant lighting and steps, as the case may be, existing prior to September, 1992, no matter what the dimensions or construction, shall be allowed to remain, subject to certain rules, regulations (including specifications) promulgated by the Board of Directors, as they may be amended from time to time. However, as each unit which requested permission to construct such patio and appurtenant lighting and steps, as the case may be, is sold and conveyed, the Board of Directors may require that the new unit owner bring the patio, and appurtenant lighting and steps, as the case may be, into compliance with the then existing rules, regulations (including specifications); with the exception that when and patio and/or steps are constructed of poured concrete, if the Board of Directors determines that it is impracticable to require that the patio and/or steps be brought into compliance with the then existing rules, regulations and specifications, it reserves the right, in its sole discretion, to allow the patio and/or steps to remain as constructed.

(iii) The Association assumes no responsibility for damage to any patio, appurtenant steps and/or lighting.

(iv) The owners of any Unit which is granted permission for a patio hereby agree to indemnify and hold harmless the Association from and against any and all claims, demands, actions, suits, judgments, costs and expenses, including, without limitation, attorney's fees, arising out of or in connection with injury to person or property relating to said patio, appurtenant steps and/or lighting, and this obligation shall be binding upon the unit owner and the heirs, successors, executors, administrators and assigns of any such unit owner.

(v) NOTE: Those patios, if any, designated as limited common areas pursuant to the condominium documents creating Savin Rock Condominiums, recorded in the West Haven Land Records in Volume 548, Page 416 et seq., are not subject to the above patio provisions, but are subject to applicable provisions of the Declaration and By-Laws and rules and regulations, as they may be amended.

IN WITNESS WHEREOF, the Savin Rock Condominiums Association, Inc. has hereunto caused these Amendments to the By-Laws of Savin Rock Condominium Associations, Inc. to be executed at Hamden, Connecticut this 23rd day of March, 2009.

Witnessed:

Tina Spose
Tina Spose

Susan I. Epstein
Susan I. Epstein

SAVIN ROCK CONDOMINIUMS
ASSOCIATION, INC.

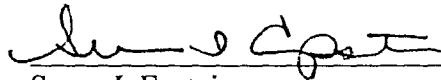
BY Ruby Melton
Ruby Melton, Its President

STATE OF CONNECTICUT

SS: HAMDEN

COUNTY OF NEW HAVEN

Personally appeared before me, the undersigned officer, Ruby Melton, the President of Savin Rock Condominiums Association, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said corporation, this 23rd day of March, 2009.



Susan I. Epstein

Commissioner of the Superior Court