

SAVIN ROCK CONDOMINIUMS

Declaration and By-Laws

A CONDOMINIUM

Sponsored By

F. H. - C. CORPORATION

685 Parker Street
Manchester, Connecticut

October, 1972

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DECLARATION OF CONDOMINIUM BY
F.H.-C. CORPORATION

F.H.-C. Corporation, a corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business at 685 Parker Street, in the Town of Manchester, County of Hartford and State of Connecticut, (hereinafter referred to as the "Sponsor"), does hereby declare:

ARTICLE 1: SUBMISSION OF PROPERTY. The purpose of this declaration is to submit the land herein described and the buildings and improvements located or to be located thereon to condominium form of ownership and use in the manner provided for by Chapter 825, Section 47-67 through 47-90 of the Connecticut General Statutes, Revision of 1958 as amended, herein called "Unit Ownership Act". The name by which this project is to be identified is SAVIN ROCK CONDOMINIUMS. SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC., (hereinafter called the "Association"), is a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the City of West Haven, County of New Haven and State of Connecticut, the ownership of which is vested in the unit owners of SAVIN ROCK CONDOMINIUMS. Said corporation is not organized for profit. The floor plans of the buildings affected hereby are filed in the West Haven Town Clerk's Office as File No.

ARTICLE 2: DEFINITIONS. As used in this declaration and the accompanying by-laws, unless the context otherwise requires:

(a) Declaration. Declaration means the instrument recorded in the manner provided for deeds in Chapter 821 of the Connecticut General Statutes and under which the property is submitted to the provisions of the Unit Ownership Act and this instrument as it from time to time may be amended.

(b) Unit. Unit means a part of the property including one or more rooms or enclosed spaces located on one or more floors or a part or parts thereof in a building intended for 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. Generally speaking, a unit consists of the interior of a garden apartment.

(c) Unit Owner. Unit Owner means the person or persons owning a unit in fee simple absolute, together with an undivided interest in fee simple of the common areas and facilities in the percentage specified and established in this declaration.

(d) Unit Number. Unit Number means the number, letter or combination thereof designating the unit in the declaration.

(e) Association of Unit Owners. Association of Unit Owners means Savin Rock Condominiums Association, Inc., an

association of all the unit owners acting as a group in accordance with the by-laws and this declaration.

(f) Building. Building means a building or buildings containing two or more units and comprising a part of the property and designated with a name.

(g) Common Areas and Facilities. Common Areas and Facilities means all portions of the property except the units, space within the units and areas and facilities whose use is limited to the units themselves. Common Areas and Facilities, among other things, specifically includes:

1. The land on which the building is located.
2. The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stair and stairways, entrances and exits of the building.
3. Outdoor parking areas and driveways, sidewalks and porches. The Board of Directors shall have the power to designate and assign outdoor parking spaces to the unit owners and each unit owner shall be entitled to one assigned parking space, except for owners of three bedroom units, which have a designated carport. The assignment, if any, of excess parking spaces shall be governed by the Board of Directors.
4. The premises for the lodging of janitors or persons in charge of the property, if any.
5. Installation of central services, such as electric, water and sewer.
6. All apparatus and installations existing for common use.
7. Such community facilities as may be provided for in this declaration.
8. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

(h) Common Expenses. Common Expenses means and includes:

1. Expenses of administration, maintenance, repair or replacement of the common areas and facilities.
2. Expenses declared common expenses by this declaration or by the by-laws of the association.
3. Expenses agreed upon as common expenses by the association of the unit owners and lawfully assessed against

the unit owners in accordance with the by-laws.

4. Expenses for maintenance of parking areas, driveways, sidewalks and porches, collection of garbage and snow removal are obligations of the condominium and are to be paid for as a common expense.

(i) Common Profits. Common Profits means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses. Any rental or concession income received for the use of common areas shall be used by the Board of Directors to reduce and defray common expenses and shall be included in the common profits.

(j) Majority or Majority of Unit Owners. Majority or Majority of Unit Owners means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common areas and facilities as specified in this declaration. Any specified percentage of unit owners means such percentage in the aggregate of such undivided ownership and for all voting purposes as provided in this declaration and in the by-laws of the association, each unit owner shall have a vote equal to such percentage.

(k) Association. Association as above defined means Savin Rock Condominiums Association, Inc., a non-stock corporation.

(l) Limited Common Areas and Facilities. Limited Common Areas and Facilities means and includes those common areas and facilities designated in this declaration as reserved for the use of a certain unit or units to the exclusion of other units as more particularly set forth in Schedule A annexed hereto. Storage cubicles for the two bedroom units, carport parking spaces for the three bedroom units, and storage areas for the one and three bedroom units which areas are located in the basements below the three bedroom units, will be numbered to coincide with the unit having the use thereof and will be limited common areas, the use of which is limited to the appropriate unit. The sundecks for the three bedroom units and the patios and balconies for the one bedroom units will be limited common areas, the use of which is limited to the unit having exclusive access thereto. The ownership of limited common areas however is vested in all unit owners and the maintenance thereof is a common expense.

(m) Person. Person means individual, corporation, partnership, association, trustee or other legal entity.

(n) Condominium. Condominium, for the purposes of this declaration, means a garden apartment development wherein individual units are owned in fee simple absolute by individual unit owners with each unit owner entitled to the exclusive ownership and possession of his unit and being entitled to an exclusive easement for the use of the limited common areas appurtenant to his unit and with each unit owner being entitled to an undivided

interest in the common areas and facilities of the whole project.

(o) Property. Property means and includes the land, the building, all improvements and structures thereon, all owned in fee simple absolute as provided for by the Connecticut General Statutes and as the same may be amended and all easements, rights and appurtenances belonging thereto which have been or are intended to be submitted to the provisions of the Unit Ownership Act by this Declaration.

ARTICLE 3: DESCRIPTION OF LAND. The land owned by the sponsor, which is hereby submitted to the condominium form of ownership under the "Unit Ownership Act", is the land described in Schedule B attached hereto and made a part hereof.

ARTICLE 4: DESCRIPTION OF BUILDINGS. A detailed description of the buildings located or to be located upon the land described in Article 3 hereof, which description specifically sets forth the number of stories, the number of units and the principal materials of which the buildings are or are to be constructed, is more particularly set forth in Schedule C attached hereto, which Schedule is made a part hereof.

ARTICLE 5: IDENTIFICATION OF UNITS. Annexed hereto and made a part hereof as Schedule A is a list of all of the units in the buildings, their unit designation, together with an identification number of each unit, approximate area, number of rooms, limited common area appurtenant thereto, together with such other data as may be necessary for the proper identification of each individual unit. Also annexed is schedule A-1 entitled "House Numbering Plan" showing the location of each unit. Schedule A and Schedule A-1 to which reference must be made for a full unit description serves herein as a statement of location of each unit. Each unit is also shown on the floor plans for Savin Rock Condominiums filed simultaneously herewith.

ARTICLE 6: DESCRIPTION OF COMMON AREAS AND FACILITIES. The common areas and facilities consist of all portions of the property except the units including but not limited to those portions specifically defined in Article 2, Subsection (g) of this declaration.

ARTICLE 7: DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES. The limited common areas and facilities consist of those portions of the property more particularly defined in Article 2, Subsection (l) of this declaration.

ARTICLE 8: PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPERTAINING TO EACH UNIT AND ITS OWNER. The percentage of the undivided interest in the common areas and facilities appertaining to each unit and its owner is more particularly set forth in Schedule A annexed hereto. The total percentage of the undivided interest of all the units equal 100%.

ARTICLE 9: USE, PURPOSES AND RESTRICTIONS. The use of the property and the purposes for which the buildings, other than the community

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

(a) Each unit shall be occupied only by a single family, its servants and guests as a residence and for no other purpose, except that units may be used for professional office use as provided for under the zoning regulations of the City of West Haven and under the terms and conditions stated therein. Except as reserved to the sponsor, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending the declaration to show the changes in the units to be affected thereby. Notwithstanding any other provisions of this paragraph to the contrary, however, the sponsor has the right until all units are sold to use any unit or units owned by it for model apartments and for sales and administration offices.

(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. Each unit owner shall be obligated to maintain his own unit and keep it in good order and repair.

(c) Nothing shall be done or kept in any unit or the common areas which will increase the rate of insurance of the buildings or the contents thereof beyond the rates applicable for residential units without prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of any law. No waste shall be committed in the common areas.

(d) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings and no sign, awnings, canopies, shutters or radio or television antennas shall be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior consent of the Board of Directors.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas, except that dogs, cats or other household pets not to exceed one per unit may be kept in the units subject to the rules and regulations to be adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three days' written notice from the Board of Directors.

(f) No noxious or offensive activities shall be carried on in any unit or in the common areas nor shall anything be done therein either willfully or negligently which may be or become an

annoyance or nuisance to the other unit owners or occupants.

(g) Nothing shall be done to any unit or on or in the common areas which will impair the structural integrity of the building or which will structurally change the building.

(h) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the common areas. The common areas shall be kept free and clear of rubbish, debris and other unsightly materials and items.

(i) One or more units may be used or inhabited by a superintendent of the premises.

(j) No industry, business, trade, occupation or profession of any kind, except to the extent allowed under Subparagraph (a) hereof, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the property. No trailers, no boats and no commercial vehicles of a size larger than a panel truck may be parked on any part of the property, except those vehicles temporarily on the property for purposes of servicing the property itself or one of the units. No use or practice shall be permitted on the property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(k) Draperies, blinds or curtains must be installed by each unit owner on all windows of his or her unit and must be maintained in said windows at all times.

(l) The Board of Directors shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Board of Directors shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$5.00. For each day that a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as a common charge to be levied against the particular unit owner involved, and collection may be enforced by the Board of Directors in the same manner as they are entitled to enforce collection of common charges.

(m) Each unit owner shall be entitled to share in any surplus possessed by the association and shall be liable for common expenses in the same percentage as the individual unit owner has in the undivided interest of the total common areas and facilities.

(n) The community recreational area and the swimming pool may be used for general recreational purposes by unit owners, lessees and their guests.

ARTICLE 10: PERSON TO RECEIVE SERVICE. F.H.-C. Corporation, a

Connecticut corporation having an office and principal place of business at 685 Parker Street, Manchester, Connecticut, is hereby designated to receive notice of process in any action which may be brought against two or more unit owners relating to the common areas and facilities or more than one unit. If, at any subsequent date, a president of the association is elected, the president of the association is designated as the proper party to receive notice of process in any action which may thereafter be brought against two or more unit owners relating to the common areas and facilities or more than one unit.

ARTICLE 11: BY-LAWS. Annexed hereto and made a part hereof is a copy of the By-laws of Savin Rock Condominiums Association, Inc.

ARTICLE 12: ENCROACHMENTS. If any portion of the common areas now encroaches upon any unit or if any unit now encroaches upon any other unit or upon any portion of the common areas or if any encroachments shall occur hereafter as a result of settling of the buildings or alterations or repairs to the common areas made by or with the consent of the Board of Directors or as a result of repair or restoration of the buildings or a unit after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachments and for the maintenance of the same so long as the buildings stand.

ARTICLE 13: PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON AREAS AND FACILITIES LOCATED INSIDE OF UNITS. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common areas and facilities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common areas and facilities serving such other unit and located in such unit. The Board of Directors shall have the right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common areas and facilities contained therein or elsewhere in the buildings.

ARTICLE 14: POWER OF BOARD OF DIRECTORS. The Board of Directors shall have the power and authority, from time to time, in the name of the association and on behalf of all unit owners to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such units so acquired or to sublease any units so leased by the Board of Directors.

ARTICLE 15: UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS. All present and future owners, tenants, mortgagees and occupants of units shall be subject to and shall comply with the provisions of this declaration and the by-laws of the association and as they may be amended from time to time, as well as to such regulations as may be adopted by the Board of Directors of the association. The

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

ARTICLE 16: AMENDMENT OF DECLARATION. This declaration may be amended by the vote of at least 51% of the unit owners so long as the sponsor is the owner of one or more units. At such time as the sponsor is no longer the owner of one or more units, this declaration may only be amended by a vote of at least 66 2/3% of all unit owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the by-laws, provided, however, that any such amendment, whether made at such time as the sponsor is still the owner of one or more units or made at any time thereafter, shall have been approved in writing by any mortgagee who is the holder of mortgages comprising first liens on thirty-five or more units, which approval shall not unreasonably be withheld. No such amendment shall be effective until recorded in the office of the Town Clerk of the City of West Haven, Connecticut.

ARTICLE 17. INVALIDITY. The invalidity of any provisions of this declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration and, in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 18. WAIVER. No provision contained in this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 19: GENDER. The use of the masculine gender in this declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 20: NAME OF BUILDING. All buildings on the property shall be known as Savin Rock Condominiums.

ARTICLE 21: TERMINATION. The Condominium formed under this declaration may be terminated by action of the unit owners as follows:

(a) The unit owners may remove this property from the provisions of this declaration by an instrument to that effect duly recorded and containing signatures of 90% of the unit owners, provided the holders of all liens affecting any of the units consent thereto or agree, in either case, by instruments duly recorded that their liens be transferred to an undivided interest in the property.

(b) Upon the removal of this property from the provisions of this declaration, the unit owners shall be deemed to own the property as tenants in common, with the undivided interest of each to be the same percentage of undivided interest previously owned by such owners in the common areas and facilities.

ARTICLE 22: EFFECT OF DECLARATION ON MORTGAGE. For the purposes of Articles 16 and 21 of this declaration to the extent that this provision is not contrary to law, a mortgagee acquiring title to a unit by foreclosure or by deed in lieu of foreclosure, and its successors and assigns, shall continue to be a mortgagee or holder of a lien, as well as the owner of such unit until such time as a document executed by the mortgagee, its successors or assigns, and recorded in the West Haven Land Records evidences an intent to merge the legal and equitable interests in the unit.

ARTICLE 23: CONFLICTS. This declaration is made to comply with the requirements of the Unit Ownership Act of the State of Connecticut as provided for in the Connecticut General Statutes, Revision of 1958 as amended. In the case of any conflict between this declaration and the provisions of the Unit Ownership Act, as the same now exists and as it may from time to time be amended, the provisions of said statute shall control.

IN WITNESS WHEREOF, the sponsor has caused this declaration to be executed by its duly authorized officer and its corporate seal to be affixed hereto this 31st day of October, 1972.

In the presence of:

Leonard C. Blum
Leonard C. Blum
Barbara Pompano
Barbara Pompano

F.H.-C. CORPORATION
BY: Seymour B. Kaplan
Seymour B. Kaplan
Its Vice President
Duly Authorized



STATE OF CONNECTICUT:
: ss.: West Haven, October 31, 1972
COUNTY OF NEW HAVEN :

On this, the 31st day of October, 1972, before me, LEONARD C. BLUM, the undersigned officer, personally appeared, SEYMOUR B. KAPLAN, who acknowledged himself to be the Vice President of F.H.-C. CORPORATION, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In witness whereof, I have hereunto set my hand.

Leonard C. Blum
Leonard C. Blum
Commissioner of the Superior Court

SCHEDULE A

SCHEDULE A TO THE DECLARATION OF CONDOMINIUM KNOWN AS SAVIN ROCK CONDOMINIUMS, SPONSORED BY F.H.-C. CORPORATION, CONSISTING OF A LIST OF ALL THE UNITS IN THE BUILDINGS, BY BUILDING NUMBER AND UNIT NUMBER, THE TYPE OF EACH UNIT, THE NUMBER OF ROOMS IN EACH UNIT, THE APPROXIMATE GROSS SQUARE FOOTAGE OF EACH UNIT, THE LIMITED COMMON AREAS APPURTENANT TO EACH UNIT AND THE PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES APPERTAINING TO EACH UNIT AND ITS OWNER. THERE ARE 282 UNITS IN THE CONDOMINIUM. SCHEDULE A-1, ENTITLED "HOUSE NUMBERING PLAN", CONSISTING OF TWO PAGES, SHOWS THE LOCATION OF EACH UNIT IN THE CONDOMINIUM. SCHEDULE A AND SCHEDULE A-1, WHEN USED TOGETHER CONSTITUTES A STATEMENT OF LOCATION OF THE UNITS. REFERENCE IS ALSO MADE TO THE FLOOR PLANS OF THE CONDOMINIUM FILED SIMULTANEOUSLY WITH THIS DECLARATION FOR A FURTHER STATEMENT OF LOCATION.

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

LEGEND - AS TO LIMITED COMMON AREA

S.A. - Storage Area
P. - Patio
B. - Balcony
S.C. - Storage Cubicle
CP. - Carport
SD. - Sundeck

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilitie</u>
<u>BUILDING # 1</u>					
91	2 BR - 1 1/2B	4	1174	S.C.	.3603
92	2 BR - 1 1/2B	4	1174	S.C.	.3603
93	2 BR - 1 1/2B	4	1174	S.C.	.3603
94	2 BR - 1 1/2B	4	1174	S.C.	.3759
95	2 BR - 1 1/2B	4	1174	S.C.	.3759
96	2 DR - 1 1/2B	4	1174	S.C.	.3759
97	2 BR - 1 1/2B	4	1174	S.C.	.3759
98	2 BR - 1 1/2B	4	1174	S.C.	.3916
99	2 BR - 1 1/2B	4	1174	S.C.	.3916
100	2 BR - 1 B	4	1093	S.C.	.3446
101	2 BR - 1 B	4	1093	S.C.	.3446
102	2 BR - 1 B	4	1093	S.C.	.3446
103	2 BR - 1 B	4	1093	S.C.	.3603
104	2 BR - 1 B	4	1093	S.C.	.3603
105	2 BR - 1 B	4	1093	S.C.	.3603
106	2 BR - 1 B	4	1093	S.C.	.3603
107	2 BR - 1 B	4	1093	S.C.	.3759
108	2 BR - 1 B	4	1093	S.C.	.3759
<u>BUILDING # 2</u>					
73	2 BR - 1 B	4	1093	S.C.	.3446
74	2 BR - 1 B	4	1093	S.C.	.3446
75	2 ER - 1 B	4	1093	S.C.	.3446
76	2 BR - 1 B	4	1093	S.C.	.3603
77	2 BR - 1 B	4	1093	S.C.	.3603
78	2 BR - 1 B	4	1093	S.C.	.3603
79	2 ER - 1 B	4	1093	S.C.	.3603
80	2 BR - 1 B	4	1093	S.C.	.3759

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilities</u>
<u>BUILDING # 2</u> <u>(CONTINUED)</u>					
81	2 BR - 1 B	4	1093	S.C.	.3759
82	2 BR - 1 1/2B	4	1174	S.C.	.3603
83	2 BR - 1 1/2B	4	1174	S.C.	.3603
84	2 BR - 1 1/2B	4	1174	S.C.	.3603
85	2 BR - 1 1/2B	4	1174	S.C.	.3759
86	2 BR - 1 1/2B	4	1174	S.C.	.3759
87	2 BR - 1 1/2B	4	1174	S.C.	.3759
88	2 BR - 1 1/2B	4	1174	S.C.	.3759
89	2 BR - 1 1/2B	4	1174	S.C.	.3916
90	2 BR - 1 1/2B	4	1174	S.C.	.3916
<u>BUILDING # 3</u>					
55	2 BR - 1 1/2B	4	1174	S.C.	.3603
56	2 BR - 1 1/2B	4	1174	S.C.	.3603
57	2 BR - 1 1/2B	4	1174	S.C.	.3603
58	2 BR - 1 1/2B	4	1174	S.C.	.3759
59	2 BR - 1 1/2B	4	1174	S.C.	.3759
60	2 BR - 1 1/2B	4	1174	S.C.	.3759
61	2 BR - 1 1/2B	4	1174	S.C.	.3759
62	2 BR - 1 1/2B	4	1174	S.C.	.3916
63	2 BR - 1 1/2B	4	1174	S.C.	.3916
64	2 BR - 1 B	4	1093	S.C.	.3446
65	2 BR - 1 B	4	1093	S.C.	.3446
66	2 BR - 1 B	4	1093	S.C.	.3446
67	2 BR - 1 B	4	1093	S.C.	.3603
68	2 BR - 1 B	4	1093	S.C.	.3603
69	2 BR - 1 B	4	1093	S.C.	.3603
70	2 BR - 1 B	4	1093	S.C.	.3603
71	2 BR - 1 B	4	1093	S.C.	.3759
72	2 BR - 1 B	4	1093	S.C.	.3759
<u>BUILDING # 4</u>					
37	2 BR - 1 B	4	1093	S.C.	.3446
38	2 BR - 1 B	4	1093	S.C.	.3446
39	2 BR - 1 B	4	1093	S.C.	.3446
40	2 BR - 1 B	4	1093	S.C.	.3603
41	2 BR - 1 B	4	1093	S.C.	.3603

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilitie</u>
<u>BUILDING # 4</u>					
<u>(CONTINUED)</u>					
42	2 BR - 1 B	4	1093	S.C.	.3603
43	2 BR - 1 B	4	1093	S.C.	.3603
44	2 BR - 1 B	4	1093	S.C.	.3759
45	2 BR - 1 B	4	1093	S.C.	.3759
46	2 BR - 1 1/2B	4	1174	S.C.	.3603
47	2 BR - 1 1/2B	4	1174	S.C.	.3603
48	2 BR - 1 1/2B	4	1174	S.C.	.3603
49	2 BR - 1 1/2B	4	1174	S.C.	.3759
50	2 BR - 1 1/2B	4	1174	S.C.	.3759
51	2 BR - 1 1/2B	4	1174	S.C.	.3759
52	2 BR - 1 1/2B	4	1174	S.C.	.3759
53	2 BR - 1 1/2B	4	1174	S.C.	.3916
54	2 BR - 1 1/2B	4	1174	S.C.	.3916
<u>BUILDING # 5</u>					
19	2 BR - 1 1/2B	4	1174	S.C.	.3603
20	2 BR - 1 1/2B	4	1174	S.C.	.3603
21	2 BR - 1 1/2B	4	1174	S.C.	.3603
22	2 BR - 1 1/2B	4	1174	S.C.	.3759
23	2 BR - 1 1/2B	4	1174	S.C.	.3759
24	2 BR - 1 1/2B	4	1174	S.C.	.3759
25	2 BR - 1 1/2B	4	1174	S.C.	.3759
26	2 BR - 1 1/2B	4	1174	S.C.	.3916
27	2 BR - 1 1/2B	4	1174	S.C.	.3916
28	2 BR - 1 B	4	1093	S.C.	.3446
29	2 BR - 1 B	4	1093	S.C.	.3446
30	2 BR - 1 B	4	1093	S.C.	.3446
31	2 BR - 1 B	4	1093	S.C.	.3603
32	2 BR - 1 B	4	1093	S.C.	.3603
33	2 BR - 1 B	4	1093	S.C.	.3603
34	2 BR - 1 B	4	1093	S.C.	.3603
35	2 BR - 1 B	4	1093	S.C.	.3759
36	2 BR - 1 B	4	1093	S.C.	.3759

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilitie</u>
<u>BUILDING # 6</u>					
1	2 BR - 1 B	4	1093	S.C.	.3446
2	2 BR - 1 B	4	1093	S.C.	.3446
3	2 BR - 1 B	4	1093	S.C.	.3446
4	2 BR - 1 B	4	1093	S.C.	.3603
5	2 BR - 1 B	4	1093	S.C.	.3603
6	2 BR - 1 B	4	1093	S.C.	.3603
7	2 BR - 1 B	4	1093	S.C.	.3603
8	2 BR - 1 B	4	1093	S.C.	.3759
9	2 BR - 1 B	4	1093	S.C.	.3759
10	2 BR - 1 1/2B	4	1174	S.C.	.3603
11	2 BR - 1 1/2B	4	1174	S.C.	.3603
12	2 BR - 1 1/2B	4	1174	S.C.	.3603
13	2 BR - 1 1/2B	4	1174	S.C.	.3759
14	2 BR - 1 1/2B	4	1174	S.C.	.3759
15	2 BR - 1 1/2B	4	1174	S.C.	.3759
16	2 BR - 1 1/2B	4	1174	S.C.	.3759
17	2 BR - 1 1/2B	4	1174	S.C.	.3916
18	2 BR - 1 1/2B	4	1174	S.C.	.3916
<u>BUILDING # 7</u>					
261	3 BR - 2 B	6	1596	SA,CP,SD	.4700
262	3 BR - 2 B	6	1596	SA,CP,SD	.4700
269	3 BR - 2 B	6	1596	SA,CP,SD	.4700
270	3 BR - 2 B	6	1596	SA,CP,SD	.4700
263	1 BR - 1st floor	3	672	SA, P	.2663
264	1 BR - 1st floor	3	672	SA, P	.2663
265	1 BR - 1st floor	3	672	SA, P	.2663
266	1 BR - 1st floor	3	672	SA, P	.2663
267	1 BR - 1st floor	3	672	SA, P	.2663
268	1 BR - 1st floor	3	672	SA, P	.2663
271	1 BR - 2nd floor	3	672	SA, B	.2820
272	1 BR - 2nd floor	3	672	SA, B	.2820
273	1 BR - 2nd floor	3	672	SA, B	.2820
274	1 BR - 2nd floor	3	672	SA, B	.2820
275	1 BR - 2nd floor	3	672	SA, B	.2820
276	1 BR - 2nd floor	3	672	SA, B	.2820
277	1 BR - 3rd floor	3	672	SA, B	.2976
278	1 BR - 3rd floor	3	672	SA, D	.2976

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilities</u>
<u>BUILDING # 7</u>					
<u>(CONTINUED)</u>					
279	1 BR - 3rd floor	3	672	SA, B	.2976
280	1 BR - 3rd floor	3	672	SA, B	.2976
281	1 BR - 3rd floor	3	672	SA, B	.2976
282	1 BR - 3rd floor	3	672	SA, B	.2976
<u>BUILDING # 8</u>					
239	3 BR - 2 B	6	1596	SA,CP,SD	.4700
240	3 BR - 2 B	6	1596	SA,CP,SD	.4700
247	3 BR - 2 B	6	1596	SA,CP,SD	.4700
248	3 BR - 2 B	6	1596	SA,CP,SD	.4700
241	1 BR - 1st floor	3	672	SA, P	.2663
242	1 BR - 1st floor	3	672	SA, P	.2663
243	1 BR - 1st floor	3	672	SA, P	.2663
244	1 BR - 1st floor	3	672	SA, P	.2663
245	1 BR - 1st floor	3	672	SA, P	.2663
246	1 BR - 1st floor	3	672	SA, P	.2663
249	1 BR - 2nd floor	3	672	SA, B	.2820
250	1 BR - 2nd floor	3	672	SA, B	.2820
251	1 BR - 2nd floor	3	672	SA, B	.2820
252	1 BR - 2nd floor	3	672	SA, B	.2820
253	1 BR - 2nd floor	3	672	SA, B	.2820
254	1 BR - 2nd floor	3	672	SA, B	.2820
255	1 BR - 3rd floor	3	672	SA, B	.2976
256	1 BR - 3rd floor	3	672	SA, B	.2976
257	1 BR - 3rd floor	3	672	SA, B	.2976
258	1 BR - 3rd floor	3	672	SA, B	.2976
259	1 BR - 3rd floor	3	672	SA, B	.2976
260	1 BR - 3rd floor	3	672	SA, B	.2976
<u>BUILDING # 9</u>					
217	3 BR - 2 B	6	1596	SA,CP,SD	.4700
218	3 BR - 2 B	6	1596	SA,CP,SD	.4700
225	3 BR - 2 B	6	1596	SA,CP,SD	.4699
226	3 BR - 2 B	6	1596	SA,CP,SD	.4699
219	1 BR - 1st floor	3	672	SA, P	.2663

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilities</u>
<u>BUILDING # 9</u>					
<u>(CONTINUED)</u>					
220	1 BR - 1st floor	3	672	SA, P	.2663
221	1 BR - 1st floor	3	672	SA, P	.2663
222	1 BR - 1st floor	3	672	SA, P	.2663
223	1 BR - 1st floor	3	672	SA, P	.2663
224	1 BR - 1st floor	3	672	SA, P	.2663
227	1 BR - 2nd floor	3	672	SA, B	.2820
228	1 BR - 2nd floor	3	672	SA, B	.2820
229	1 BR - 2nd floor	3	672	SA, B	.2820
230	1 BR - 2nd floor	3	672	SA, B	.2820
231	1 BR - 2nd floor	3	672	SA, B	.2820
232	1 BR - 2nd floor	3	672	SA, B	.2820
233	1 BR - 3rd floor	3	672	SA, B	.2976
234	1 BR - 3rd floor	3	672	SA, B	.2976
235	1 BR - 3rd floor	3	672	SA, B	.2976
236	1 BR - 3rd floor	3	672	SA, B	.2976
237	1 BR - 3rd floor	3	672	SA, B	.2976
238	1 BR - 3rd floor	3	672	SA, B	.2976
<u>BUILDING # 10</u>					
109	2 BR - 1 B	4	1093	S.C.	.3446
110	2 BR - 1 B	4	1093	S.C.	.3446
111	2 BR - 1 B	4	1093	S.C.	.3446
112	2 BR - 1 B	4	1093	S.C.	.3603
113	2 BR - 1 B	4	1093	S.C.	.3603
114	2 BR - 1 B	4	1093	S.C.	.3603
115	2 BR - 1 B	4	1093	S.C.	.3603
116	2 BR - 1 B	4	1093	S.C.	.3759
117	2 BR - 1 B	4	1093	S.C.	.3759
118	2 BR - 1 1/2B	4	1174	S.C.	.3603
119	2 BR - 1 1/2B	4	1174	S.C.	.3603
120	2 BR - 1 1/2B	4	1174	S.C.	.3603
121	2 BR - 1 1/2B	4	1174	S.C.	.3759
122	2 BR - 1 1/2B	4	1174	S.C.	.3759
123	2 BR - 1 1/2B	4	1174	S.C.	.3759
124	2 BR - 1 1/2B	4	1174	S.C.	.3759
125	2 BR - 1 1/2B	4	1174	S.C.	.3916
126	2 BR - 1 1/2B	4	1174	S.C.	.3916

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUM

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilitie</u>
<u>BUILDING # 11</u>					
127	2 BR - 1 1/2B	4	1174	S.C.	.3603
128	2 BR - 1 1/2B	4	1174	S.C.	.3603
129	2 BR - 1 1/2B	4	1174	S.C.	.3603
130	2 BR - 1 1/2B	4	1174	S.C.	.3759
131	2 BR - 1 1/2B	4	1174	S.C.	.3759
132	2 BR - 1 1/2B	4	1174	S.C.	.3759
133	2 BR - 1 1/2B	4	1174	S.C.	.3759
134	2 BR - 1 1/2B	4	1174	S.C.	.3916
135	2 BR - 1 1/2B	4	1174	S.C.	.3916
136	2 BR - 1 B	4	1093	S.C.	.3446
137	2 BR - 1 B	4	1093	S.C.	.3446
138	2 BR - 1 B	4	1093	S.C.	.3446
139	2 BR - 1 B	4	1093	S.C.	.3603
140	2 BR - 1 B	4	1093	S.C.	.3603
141	2 BR - 1 B	4	1093	S.C.	.3603
142	2 BR - 1 B	4	1093	S.C.	.3603
143	2 BR - 1 B	4	1093	S.C.	.3759
144	2 BR - 1 B	4	1093	S.C.	.3759
<u>BUILDING # 12</u>					
145	2 BR - 1 B	4	1093	S.C.	.3446
146	2 BR - 1 B	4	1093	S.C.	.3446
147	2 BR - 1 B	4	1093	S.C.	.3446
148	2 BR - 1 B	4	1093	S.C.	.3603
149	2 BR - 1 B	4	1093	S.C.	.3603
150	2 BR - 1 B	4	1093	S.C.	.3603
151	2 BR - 1 B	4	1093	S.C.	.3603
152	2 BR - 1 B	4	1093	S.C.	.3759
153	2 BR - 1 B	4	1093	S.C.	.3759
154	2 BR - 1 1/2B	4	1174	S.C.	.3603
155	2 BR - 1 1/2B	4	1174	S.C.	.3603
156	2 BR - 1 1/2B	4	1174	S.C.	.3603
157	2 BR - 1 1/2B	4	1174	S.C.	.3759
158	2 BR - 1 1/2B	4	1174	S.C.	.3759
159	2 BR - 1 1/2B	4	1174	S.C.	.3759
160	2 BR - 1 1/2B	4	1174	S.C.	.3759
161	2 BR - 1 1/2B	4	1174	S.C.	.3916
162	2 BR - 1 1/2B	4	1174	S.C.	.3916

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilities</u>
<u>BUILDING # 13</u>					
163	2 BR - 1 1/2B	4	1174	S.C.	.3603
164	2 BR - 1 1/2B	4	1174	S.C.	.3603
165	2 BR - 1 1/2B	4	1174	S.C.	.3603
166	2 BR - 1 1/2B	4	1174	S.C.	.3759
167	2 BR - 1 1/2B	4	1174	S.C.	.3759
168	2 BR - 1 1/2B	4	1174	S.C.	.3759
169	2 BR - 1 1/2B	4	1174	S.C.	.3759
170	2 BR - 1 1/2B	4	1174	S.C.	.3916
171	2 BR - 1 1/2B	4	1174	S.C.	.3916
172	2 BR - 1 B	4	1093	S.C.	.3446
173	2 BR - 1 B	4	1093	S.C.	.3446
174	2 BR - 1 B	4	1093	S.C.	.3446
175	2 BR - 1 B	4	1093	S.C.	.3603
176	2 BR - 1 B	4	1093	S.C.	.3603
177	2 BR - 1 B	4	1093	S.C.	.3603
178	2 BR - 1 B	4	1093	S.C.	.3603
179	2 BR - 1 B	4	1093	S.C.	.3759
180	2 BR - 1 B	4	1093	S.C.	.3759
<u>BUILDING # 14</u>					
181	2 BR - 1 B	4	1093	S.C.	.3446
182	2 BR - 1 B	4	1093	S.C.	.3446
183	2 BR - 1 B	4	1093	S.C.	.3446
184	2 BR - 1 B	4	1093	S.C.	.3603
185	2 BR - 1 B	4	1093	S.C.	.3603
186	2 BR - 1 B	4	1093	S.C.	.3603
187	2 BR - 1 B	4	1093	S.C.	.3603
188	2 BR - 1 B	4	1093	S.C.	.3759
189	2 BR - 1 B	4	1093	S.C.	.3759
190	2 BR - 1 1/2B	4	1174	S.C.	.3603
191	2 BR - 1 1/2B	4	1174	S.C.	.3603
192	2 BR - 1 1/2B	4	1174	S.C.	.3603
193	2 BR - 1 1/2B	4	1174	S.C.	.3759
194	2 BR - 1 1/2B	4	1174	S.C.	.3759
195	2 BR - 1 1/2B	4	1174	S.C.	.3759
196	2 BR - 1 1/2B	4	1174	S.C.	.3759
197	2 BR - 1 1/2B	4	1174	S.C.	.3916
198	2 BR - 1 1/2B	4	1174	S.C.	.3916

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

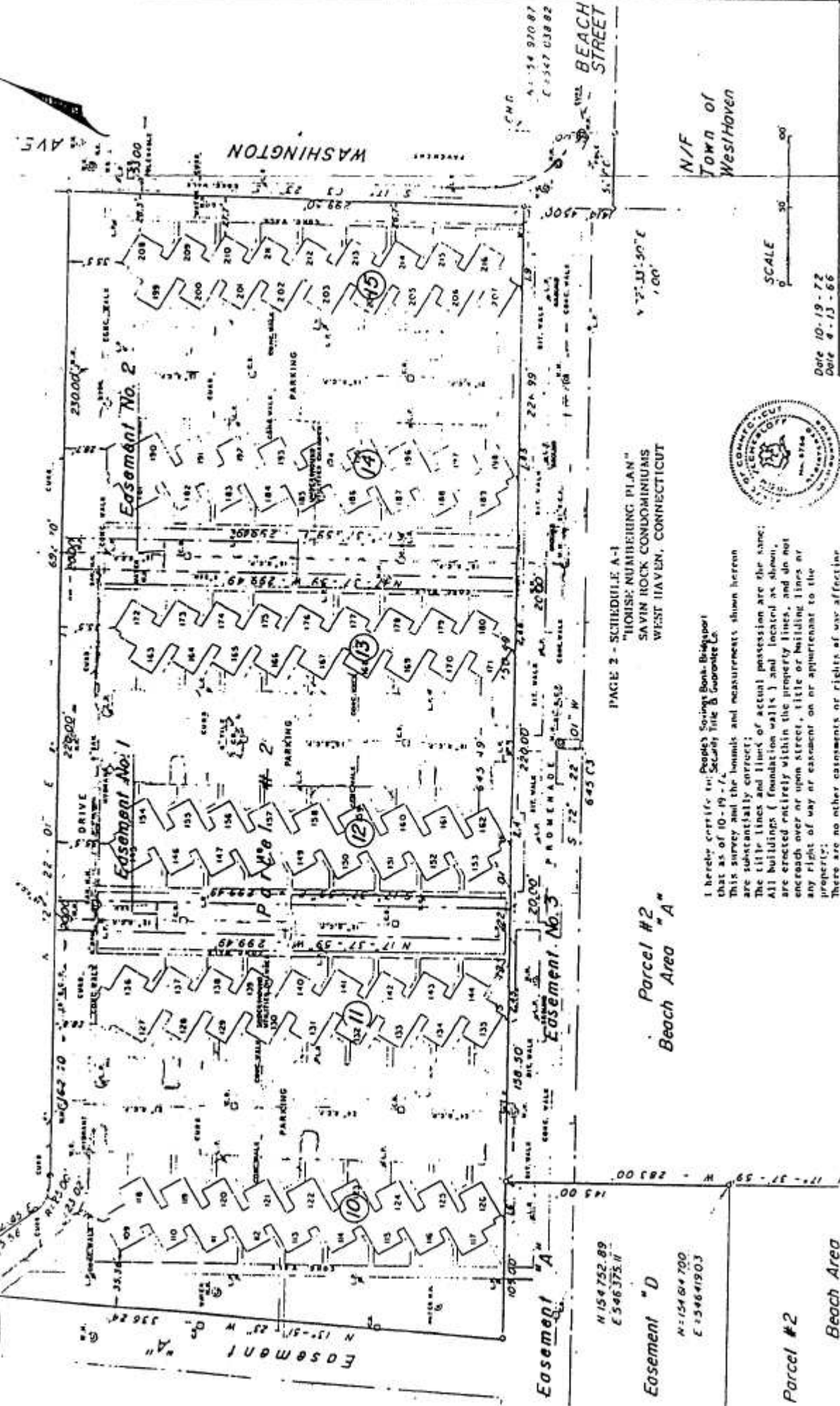
<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilities</u>
<u>BUILDING # 15</u>					
199	2 BR - 1 1/2B	4	1174	S.C.	.3603
200	2 BR - 1 1/2B	4	1174	S.C.	.3603
201	2 BR - 1 1/2B	4	1174	S.C.	.3603
202	2 BR - 1 1/2B	4	1174	S.C.	.3759
203	2 BR - 1 1/2B	4	1174	S.C.	.3759
204	2 BR - 1 1/2B	4	1174	S.C.	.3759
205	2 BR - 1 1/2B	4	1174	S.C.	.3759
206	2 BR - 1 1/2B	4	1174	S.C.	.3916
207	2 ER - 1 1/2B	4	1174	S.C.	.3916
208	2 B 1 - 1 B	4	1093	S.C.	.3446
209	2 BR - 1 B	4	1093	S.C.	.3446
210	2 BR - 1 B	4	1093	S.C.	.3446
211	2 BR - 1 B	4	1093	S.C.	.3603
212	2 ER - 1 B	4	1093	S.C.	.3603
213	2 BR - 1 B	4	1093	S.C.	.3603
214	2 BR - 1 B	4	1093	S.C.	.3603
215	2 BR - 1 B	4	1093	S.C.	.3759
216	2 ER - 1 B	4	1093	S.C.	.3759

N/T West Haven
 Redevelopment Agency
 & Others

Building Location Map
 PARCEL #2

SAVIN ROCK CONDOMINIUMS
 WEST HAVEN, CONN.

CAMPBELL AVE
 115.00
 115.00
 115.00



PAGE 2 - SCHEDULE A-1
 "HOUSE NUMBERING PLAN"
 SAVIN ROCK CONDOMINIUMS
 WEST HAVEN, CONNECTICUT

Parcel #2
 Beach Area "A"

Easement "A"
 N 154 752.89
 E 546 375.11
 Easement "D"
 N 154 614.700
 E 1546 4190.3

Parcel #2
 Beach Area

I hereby certify that Peoples Savings Bank-Bridgeport
 this survey and the bounds and measurements shown herein
 are substantially correct;
 The title lines and lines of actual possession are the same;
 All buildings (foundation walls) and located as shown,
 are erected entirely within the property lines, and do not
 encroach over or upon street, title or building lines or
 any right of way or easement on or appurtenant to the
 property;
 There are no other easements or rights of way affecting
 this property other than those shown herein;
 There are no encroachments on or over the property or on
 rights of way or easements appurtenant to the same by
 buildings erected on adjacent lands;
 That the buildings on this property do not violate any
 zoning regulation.



Date 10-19-72
 Date 8-13-66

IGOR VECHESLOFF
 PROFESSIONAL ENGINEER & LAND SURVEYOR
 51 LORRAINE STREET
 HARTFORD, CONNECTICUT

N/T
 Town of
 West Haven

SCALE
 0 30 60

A 154 970.87
 E 1547 038.82

BEACH STREET

WASHINGTON AVENUE

Easement No. 2

Easement No. 1

Easement No. 3

SCHEDULE B

SCHEDULE B TO DECLARATION OF SAVIN ROCK CONDOMINIUMS, A
CONDOMINIUM BY F.H.-C. CORPORATION, CONTAINING A DESCRIPTION
OF LAND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP UNDER
THE "UNIT OWNERSHIP ACT" OF THE STATE OF CONNECTICUT

PARCEL NO. 1

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the City of West Haven, County of New Haven and State of Connecticut, shown as Parcel #1, Savin Rock Condominiums on a certain map entitled "SURVEY MAP PARCEL #1 SAVIN ROCK CONDOMINIUMS, WEST HAVEN, CONN., IGOR VECHESLOFF, PROFESSIONAL ENGINEER AND LAND SURVEYOR, 51 LORRAINE STREET, HARTFORD 5, CONNECTICUT, SCALE 1" = 50', DATED 6-15-65, DRAWING NO. 721, Rev. 8-6-65, 10-25-65 easements "B" + "C" added, 10-30-65 easement "D" + add info," which map is certified to be substantially correct within the Standards of Class A-2 of the Technical Council, Inc. 10-19-72, which map is filed in the Land Records of the City of West Haven, County of New Haven and State of Connecticut simultaneously with a Declaration of Condominium covering said property by F.H.-C. Corporation, said premises being more particularly bounded and described as follows:

NORTHERLY: By land of West Haven Redevelopment Agency & others,
731.91 feet;
EASTERLY : By Campbell Avenue, as shown on said map, 130.66 feet;
NORTHERLY AGAIN : By Campbell Avenue, as shown on said map, 40.95
feet;
EASTERLY AGAIN : By land of West Haven Redevelopment Agency & others,
336.23 feet;
NORTHERLY AGAIN : By land of West Haven Redevelopment Agency & others,
105.00 feet;
EASTERLY AGAIN : By land of West Haven Redevelopment Agency & others,
145.00 feet;
SOUTHERLY : By Beach Area, as shown on said map, 547.00 feet;
EASTERLY AGAIN : By Beach Area, as shown on said map, 85.00 feet;
SOUTHERLY AGAIN : By Long Island Sound, as shown on said map, 347.06
feet;
WESTERLY : By land n/f Estate of George M. Cameron, 132.97 feet;
NORTHERLY AGAIN
and
WESTERLY AGAIN : By Grove Street, as shown on said map, by a curve
R = 56.00 feet, L = 182.16 feet;
WESTERLY AGAIN : By Grove Street, as shown on said map, by a curve
R = 11.00 feet, L = 10.65 feet;
WESTERLY AGAIN : By Grove Street, as shown on said map, 427.68 feet;

Said parcel containing an Area of 11.03 ± acr

PARCEL NO. 2

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the City of West Haven, County of New Haven and State of Connecticut, shown as Parcel #2, Savin Rock Condominiums on a certain map entitled "SURVEY MAP PARCEL #2 SAVIN ROCK CONDOMINIUMS, WEST HAVEN, CONN., IGOR VECHESLOFF, PROFESSIONAL ENGINEER AND LAND SURVEYOR, 51 LORRAINE STREET, HARTFORD 5, CONNECTICUT, SCALE 1" = 50', DATE 4-13-66, DRAWING NO. 721, Rev. 4-18-66, Rev. 6-23-66, Rev. 3-13-67", which map is certified to be substantially correct within the Standards of Class A-2 of the Technical Council, Inc. 10-19-72, which map is filed in the Land Records of the City of West Haven, County of New Haven and State of Connecticut simultaneously with a Declaration of Condominium covering said property by F.H.-C. Corporation, said premises being more particularly bounded and described as follows:

NORTHWESTERLY : By Campbell Avenue, as shown on said map, by a curve R = 60.00 feet, L = 31.30 feet;
NORTHEASTERLY : By land of the West Haven Redevelopment Agency & others, 55.56 feet;
NORTHERLY : By land of the West Haven Redevelopment Agency & others, by a curve R = 25 feet, L = 23.03 feet;
NORTHERLY AGAIN: By land of the West Haven Redevelopment Agency & others, 652.70 feet;
EASTERLY : By Washington Avenue, as shown on said map, 358.63 feet;
NORTHERLY AGAIN: By Washington Avenue, as shown on said map, 1.00 feet;
EASTERLY AGAIN : By land n/f of the Town of West Haven, 271.71 feet;
SOUTHERLY : By Long Island Sound, 1,194.43 feet;
WESTERLY : By easement "D", as shown on said map, 85.00 feet;
NORTHERLY AGAIN: By easement "D", as shown on said map, 547.00 feet;
WESTERLY AGAIN : In part by easement "D", as shown on said map, and in part by easement "A", as shown on said map, 145.00 feet;
SOUTHERLY AGAIN: By easement "A", as shown on said map, 105.00 feet;
WESTERLY AGAIN : By easement "A", as shown on said map, 336.24 feet;

Said parcel containing a total area of 11.06 acr

Parcels #1 and #2 as above described are contiguous.

Said premises are subject to the following encumbrances:

1. Any and all provisions of any City, State or Federal ordinance, municipal regulation, zoning, public or private law.
2. Any and all existing utility easements or utility easements of record.
3. Pipe line easement in favor of the New Haven Water Company, dated December 20, 1965 and recorded in Volume 478 at Page 138 of the West Haven Land Records.

4. Easements, rights, restrictions, covenants and Agreements contained in Land Disposition Agreement, executed by the City of West Haven, West Haven Redevelopment Agency and First Hartford Realty Corporation concerning Savin Rock Urban Renewal Area #1, Conn. R-47, dated October 29, 1964 and recorded in Volume 477 at Page 705 of the West Haven Land Records, and amended by amendments dated December 20, 1965 and recorded in Volume 477 at Page 769 of the West Haven Land Records, April 3, 1967 and recorded in Volume 490 at Page 180 of the West Haven Land Records, April 29, 1968 and recorded in Volume 501 at Page 409 of the West Haven Land Records; and June 1, 1971 and recorded in Volume 530 at Page 59 of the West Haven Land Records.

5. Urban Renewal Plan, Conn R-47, Savin Rock Urban Renewal Area #1, accepted by the West Haven Urban Redevelopment Agency on June 17, 1963; filed November 13, 1964 at 4:00 P.M. in the West Haven Town Clerk's Office.

6. Easements, rights, restrictions, covenants and agreements set forth in deed from City of West Haven to Savin Rock Housing Corp. #2, Inc., dated April 3, 1967 and recorded in Volume 490 at Page 185 of the West Haven Land Records and in deed from City of West Haven to Savin Rock Housing Corp. #1, Inc., dated December 17, 1965 and recorded in Volume 477 at Page 649 of the West Haven Land Records.

7. Grant in favor of New Haven Water Co., dated August 8, 1967 and recorded in Volume 494 at Page 80 of the West Haven Land Records.

8. Title to the property goes to the high water mark of Long Island Sound, as now or formerly established.

9. Right of U. S. Government to change and alter the harbor, bulkhead, or pierhead lines adjacent to said premises; to establish harbor, bulkhead or pierhead lines different from the present lines; and to take land now or formerly under water without compensation.

10. Rights of the U. S. Government, the State of Connecticut and the City of West Haven, or any of their departments or agencies to regulate and control the use of the piers, bulkhead, land underwater and land adjacent thereto.

SCHEDULE C

DESCRIPTION OF BUILDINGS - SAVIN ROCK CONDOMINIUMS

The Savin Rock Condominiums complex consist of fifteen residential buildings containing a total of two hundred eighty-two residential units. Twelve buildings consist of two story, two bedroom units. Three buildings consist of four - two story three bedroom units, and three floors of six one bedroom flat units.

The residential units are constructed of frame construction with 4" brick veneer, cedar shingles, fir planktex, window glass and glass weld colored panels. The buildings are constructed on concrete footings and foundation walls, with the exception of the one bedroom units, which are built slab on grade. The three bedroom units have storage basements. Exterior walls have 3 5/8" "Fullthick" wall insulation with vapor barrier. The floors in living areas consist of either tongue and grooved oak flooring or oak parquet flooring. Kitchen flooring consists of vinyl asbestos floor tile, and bathroom floors consist of ceramic tile. Bathroom walls also have a 4' wainscot of ceramic tile. Basement floors below three bedroom units are constructed of concrete with steel trowel finish. Interior partitions and ceilings are covered with wallboard, taped and painted. Party walls are constructed to include 1/4" sound insulating board (Silent-core). Roofing consists of built up tar and gravel roof.

One Hundred Eight units have two bedrooms, one full bath and one half bath. In addition, one hundred eight units have two bedrooms and one full bath. The fifty-four one bedroom units have one bedroom and one full bath. Further, the three bedroom duplex units have three bedrooms and one full bath and a half bath.

All units are heated electrically and are air conditioned by means of electric room air conditioners. Each room has its own thermostat.

All units have individual water heaters.

Centrally located community laundry facilities are available on the site.

Electricity for the project is centrally metered. Water meters generally serve one or two buildings.

Each unit will have one assigned parking space and the three bedroom units have a carport. There are a total of three hundred seventy-six parking spaces and twelve carports. All of the two bedroom units have outside storage cubicles and the one and three bedroom units have storage areas in the basements located below the three bedroom units. First floor one bedroom units have patios and second and third floor one bedroom units have balconies. Three bedroom units have sundecks.

The property contains a swimming pool, 35' x 75', and also provides for a cabana and lockers. Tot lot play areas are provided for children.

BY-LAWS
OF
SAVIN ROCK CONDOMINIUMS

SECTION 1. IDENTITY. These are the by-laws of SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC., herein called the "Association", a corporation not organized for profit. The property to which the declaration appended hereto and these by-laws apply is located in the vicinity of Campbell Avenue, Washington Avenue and Grove Street, in the City of West Haven, County of New Haven and State of Connecticut. It is more particularly described in the Declaration of Condominium of which these by-laws form a part. Said property has been submitted to the provisions of the Unit Ownership Act as provided for in Chapter 825, Section 47-67 of the Connecticut General Statutes, Revision of 1958, as said act now exists. Said declaration is to be recorded in the office of the Town Clerk of the City of West Haven.

SECTION 2. APPLICABILITY OF BY-LAWS. The provisions of these by-laws are applicable to the property of the Association and to the use and occupancy thereof. The term property as used herein shall include the land, the buildings and all improvements and structures thereon owned in fee simple absolute as provided for by the Connecticut General Statutes and all easements, rights and appurtenances belonging thereto.

SECTION 3. OFFICE. The office of the Association and the Board of Directors shall be located within the association grounds.

SECTION 4. BOARD OF DIRECTORS.

(a) Number and Qualifications. The affairs of the association shall be governed by a Board of Directors. Until (a) all units have been sold by the sponsor of the condominium, shall have been paid for and title closed, or (b) until five years after the date of recording of the Declaration, or (c) until a petition is filed by the unit owners as provided in Section 47-80 of the Connecticut General Statutes, whichever shall first occur, and thereafter until their successors have been elected by the unit owners, the Board of Directors shall consist of five persons designated by the sponsor. Thereafter, the Board of Directors shall be composed of five persons all of whom shall be owners of units and shall be elected by the unit owners.

(b) Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts or things except as by law or by the declaration or by these by-laws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include but shall not be limited to the following:

1. Operation, care, upkeep, maintenance, repair and replacement of the common areas.

2. Determination of the common expenses required for the affairs of the association, including, without limitation, the operation and maintenance of the property.
3. Collection of the common charges from the unit owners.
4. Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.
5. Adoption and amendment of rules and regulations covering the details of the operation and use of property.
6. Opening of bank accounts on behalf of the association and designating the signatories required therefor.
7. Purchasing or leasing or otherwise acquiring in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of Directors.
8. Purchasing of units at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners.
9. Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with units acquired by, and subleasing units leased by the Board of Directors or its designee, on behalf of all unit owners.
10. Obtaining necessary insurance for the property, including the units.
11. Making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance with other provisions of these by-laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
12. The Board of Directors shall have the power to enforce obligations of the unit owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the association. The Board shall have the power to levy fines against the unit owners for violations of reasonable rules and regulations established by it to govern the conduct of the unit owners. / No fine may be levied for more than \$5.00 for any one violation; but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the unit owner or unit owners involved as if the fine were a common charge owed by the particular unit owner or unit owners.
13. The Board of Directors may employ a managing agent and/or manager for the association at a compensation to be established by the Board of Directors, to perform such duties and services

as the Board of Directors shall authorize, including but not limited to the duties granted to the Board of Directors as set forth above. The Board of Directors may delegate to the manager or managing agent such powers as may be necessary to carry out the function of the Board of Directors.

(c) Election and Term of Office. The first meeting of the unit owners shall be held on call by the sponsor (a) not more than 60 days after 90% of all units have been sold, paid for and title closed, or (b) no later than five years after the date of the recording of the declaration, (c) within 60 days after a petition is filed by the unit owners as provided for in Section 47-80 of the Connecticut General Statutes, or (d) at the option of the sponsor, whichever shall first occur. Said meeting shall be considered to be the first annual meeting of the unit owners. At said first annual meeting, five members of the Board of Directors shall be elected by the unit owners from among the unit owners. Three members shall be elected for a one-year term and two members shall be elected for a two-year term. Thereafter, at each subsequent meeting of the unit owners, two or three directors, as the case may be, shall be elected for a two-year term, and the terms of at least one-third of the members of the Board of Directors shall expire annually. The members of the Board of Directors shall hold office until their respective successors have been elected by the unit owners. The Board of Directors appointed by the sponsor shall act until the election has been completed at said first meeting. At any vote for membership on the Board of Directors, each unit owner, including the sponsor to the extent that the sponsor is still a unit owner, shall have one vote (each vote being weighted based on percentage of ownership of the common areas as defined in Article 2, Section (j) of the declaration) for each position to be filled. If at any meeting held for election of membership to the Board of Directors more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, with the lowest vote getters being eliminated. A second ballot shall be held, and on the second ballot, the top vote getters on the basis of the weighted votes will be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the top vote getters being elected to membership on the Board. If the candidates are being elected for varying period of years, the candidate polling the highest vote will be considered elected for the longest period of years. After the first annual meeting of the unit owners, succeeding annual meetings shall be held on the 15th day of March in each year, unless such date shall occur on a Saturday or a holiday, in which event the meeting will be held on the succeeding secular day. At each annual meeting, members of the Board of Directors shall be elected by ballot of the unit owners in accordance with these by-laws. Notwithstanding any other provisions of these by-laws to the contrary, however, so long as the sponsor shall own one or more units the sponsor shall be entitled to elect at least one member of the Board of Directors for a one-year term. At such time as the sponsor no longer owns any units, the member of the Board of Directors elected by the sponsor shall vacate

the Board and the place vacated by the sponsor's representative shall be filled by the remaining members of the Board as herein provided for the unexpired portion of the term.

(d) Removal of Members of the Board of Directors. At any duly held regular or special meeting of the unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

(e) Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by a vote of a majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term he is filling and until his successor shall be elected.

(f) Compensation. No member of the Board of Directors shall receive any compensation from the association for acting as a director.

(g) Meetings of the Board of Directors. The first meeting of the Board of Directors following the annual meeting of the unit owners shall be held within ten days thereafter at such time and place as shall be fixed by the unit owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two meetings shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board by mail or telegraph at least three business days prior to the day of the meeting. Special meetings of the Board of Directors may be called by the President on three business days notice to each member of the Board of Directors given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three members of the Board of Directors. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by members of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.

(h) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision.

If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

(i) Election of Officers. At each annual organization meeting of the Board of Directors, the Board shall elect a President, Vice President, Secretary and Treasurer of the association. The Secretary need not be a member of the Board of Directors, but may be appointed by the Board of Directors. All officers and members of the Board of Directors, having the responsibility for handling funds of the association, are to be bonded. The President shall be the chief executive officer of the association, shall preside at all meetings of the unit owners and the Board of Directors, and shall hold the general powers and duties which are incident to the offices of a president of a non-stock corporation, including but not limited to the power to appoint such committees from among the unit owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the association. The Vice President shall take the place of the President or perform his duties whenever the President shall be absent or unable to act. The Secretary shall keep the minutes of all meetings of the unit owners and the Board of Directors and shall have charge of such books and records as the Board of Directors may direct. He shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation. The Treasurer shall have the responsibility for the association funds and securities and shall be responsible for the keeping of full and accurate records and books of account. The Treasurer, at the expense of the association, shall furnish such bond as may be required by the Board of Directors. All agreements, contracts, leases, deeds, checks and other instruments of the association shall be executed by any two officers of the association or by such other person or persons as may be designated by the Board of Directors. No officer shall receive compensation from the association for acting as such an officer. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

(j) Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, and shall only be liable for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the association, unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration or of these by-laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the association. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be

limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all unit owners in the common areas.

SECTION 5. MEETING OF THE UNIT OWNERS.

(a) Annual meetings of the unit owners shall be held as hereinabove provided for.

(b) Place of Meeting. The meeting of the unit owners shall be held at the principal office of the association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

(c) Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners, if so directed by a resolution of the Board of Directors or upon petition signed and presented to the Secretary by not less than 33 1/3% in the aggregate of all unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(d) Notice of Meetings. The Secretary shall mail a notice for each annual or special meeting of the unit owners at least seven but not more than 20 days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed to each unit owner of record at the unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of notice of meeting in the manner herein shall be considered service of notice.

(e) Quorum. Except as otherwise provided herein, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners. If at any meeting of the unit owners there is not a quorum present, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date the original meeting was called.

(f) Conduct of the Meetings. The order of business at the annual meeting of the unit owners or at any special meeting as far as practicable shall be:

1. Calling of the roll and certifying the proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Receiving reports of officers.
5. Receiving reports of committees.
6. Election of inspector of election.

7. Election of directors, if necessary.
8. Old business.
9. New business.
10. Adjournment.

At all meetings of the unit owners or of the Directors, Roberts' Rules of Order shall be followed.

(g) Majority of Votes. A vote of the majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except wherein by the declaration, these by-laws or by law, a higher percentage is required. A majority vote for the purposes of this paragraph is to be determined in the manner set forth in the definitions of the declaration to which these by-laws are appended.

SECTION 6. TITLE TO UNITS. Title to units may be taken in the names of an individual or in the names of two or more persons as tenants in common or as joint tenants with right of survivorship or in the name of a corporation or partnership or in the name of a fiduciary or in the name of any entity capable of holding title to real estate under the laws of the State of Connecticut. Solely for purpose of eligibility to serve on the Board of Directors, the spouse of a unit owner, and an officer of the corporate unit owner, shall be deemed a unit owner.

SECTION 7. MAINTENANCE, REPAIR AND ALTERATIONS OF PROPERTY.

(a) The association shall maintain, repair and replace all of the common areas and facilities. All payment vouchers are to be approved by either the President or the Treasurer of the association.

(b) 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 of maintenance, repair and replacement is the Association's responsibility. 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.

SECTION 8. INSURANCE. The Board of Directors of the association of unit owners as trustee for each of the unit owners in the percentages established in the declaration shall be required to obtain and maintain to the extent obtainable, without prejudice to the right of each unit owner to insure his own unit for his own benefit, the following insurance policies:

(a) Fire Insurance. Said insurance shall include extended coverage, vandalism, and malicious mischief endorsements. Coverage

shall be for the full insurable replacement value of the property and to the extent obtainable should contain waivers of any defense based on co-insurance or of any invalidity arising from the acts of the insureds. Said insurance shall insure the property but shall not include coverage on the furniture, fixtures or other personal properties supplied or installed by the unit owners. Said insurance shall cover the interest of the association, the Board of Directors and all unit owners and their mortgagees, as their respective interest may appear. Each policy shall contain a Connecticut standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear; subject, however, to the loss payment provision in favor of the insurance trustee as hereinafter provided.

(b) Public Liability and Workmen's Compensation Insurance. Public liability and Workmen's Compensation insurance in such limits as the Board of Directors may from time to time determine is necessary shall be maintained by the Board of Directors as set forth above. Said insurance shall insure the unit owners, the association, its directors and officers, and the Managing Agent or Manager against liabilities arising out of or in connection with the common areas and facilities. The Board of Directors shall review such limits once each year. Said policies shall be in a minimum amount, however, of at least \$500,000.00 per person, \$1,000,000.00 per accident. Liability insurance should provide to the extent obtainable for protection against cross liability claims of one insured against another.

(c) Insurance Trustee. All insurance taken out by the Board of Directors shall be payable to the Board of Directors of the association of unit owners as trustee for each of the unit owners in the percentages established in the declaration, the unit owners and/or their mortgagees as their respective interests appear. The Board of Directors may at any time by a majority vote of the Board of Directors or upon the request of any mortgagee holding mortgages on over 5% of the units in the association cause all insurance policies purchased by them covering property losses to be paid to a duly organized bank having trust powers, which bank is to be designated as the "Insurance Trustee". The insurance trustee shall not be liable for the payment of premiums, for failure to renew the policies, for the sufficiency of policies, or for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the unit owners and their mortgagees. In the event of any damage, the Board of Directors shall cause the damage to the units and/or the common areas to be repaired promptly, under the provisions set forth herein. The insurance trustee or the Board of Directors, as the case may be, shall pay for said repairs out of the proceeds of said policies. If the proceeds are insufficient to pay for said repairs, any deficiency shall be a common area charge. If the damage should be to the units and the units are not to be repaired, then the proceeds of the policies shall be held for the owners of the damaged units and their mortgagees, to be distributed to them as their interests may appear.

(d) Proceeds of Insurance Policies. The proceeds of insurance

policies received by the Board of Directors or the insurance trustee shall be distributed as follows:

1. All expenses of the insurance trustee shall be paid first.

2. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended for the purposes of said repairs as hereinabove provided. If there are any proceeds remaining after defraying the costs of the insurance trustee and the costs of the repairs, said proceeds shall be distributed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. If it is determined as hereinafter provided that the damage for which the proceeds are paid shall not be reconstructed or repaired or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners; remittances to the unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. In making distribution to the unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the association as to the name of the unit owner and their respective shares of the distribution or it may require an attorney's title certificate or title insurance policy. It may, but it need not, rely on a certificate of the association as to whether or not the building is to be reconstructed or repaired.

(e) Insurance by Unit Owners. Nothing contained herein shall be construed so as to prejudice the rights of the unit owners and unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carrier issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

SECTION 9. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

(a) If common areas and facilities, other than individual buildings, are damaged, they shall be reconstructed or repaired, unless it is determined as provided for under the declaration that the condominium shall be terminated.

(b) If the damaged property is one of the individual buildings on the premises and if less than 50% of the units in said building and the common areas located in said building are found by the Board of Directors of the association to be untenable, the damaged property shall be reconstructed or repaired, unless within 60 days after the casualty it is determined under Article 21 of the declaration that the condominium

shall be terminated.

(c) If the damaged property is one of the individual buildings and if more than 50% of the units in said building and the common areas located in said building are found by the Board of Directors to be untenable, the damaged property will be reconstructed or repaired, unless within 60 days after the casualty the owners of at least three-quarters of the units in the entire association and their mortgagees agree in writing not to make such repairs or reconstruction.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the building as originally built or if not according to the original plans and specifications said reconstruction or repair must be subject to the approval of the Board of Directors of the association and a majority of the unit owners of the units involved, as well as a majority of the mortgagees holding mortgages on the units involved.

(e) 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.

(f) Nothing contained in this section is to be construed as to violate any of the provisions of Section 47-84 of the Connecticut General Statutes; and if there are any inconsistencies, Section 47-84 shall govern.

SECTION 10. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

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

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

SECTION 11. COMMON CHARGES.

(a) Payment of Common Charges. All unit owners shall be obligated to pay on a monthly basis the common charges assessed by the Board of Directors pursuant to the authority granted to the Board under these by-laws. At its option, the Board may authorize the common charges to be collected by a mortgagee of one or more units or by any other servicing agent.

(b) Collection of Assessments. The Board of Directors shall

assess common expenses against the unit owners from time to time and at least annually, and shall take prompt action to collect any common charge due from any unit owner which remain unpaid for more than 30 days from the due date of payment thereof.

(c) Default in Payment of Common Charges. In the event of any default by any unit owner in the payment to the Board of Directors of the common charges determined to be due, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses including reasonable attorney's fees incurred in collecting said unpaid common charges. The Board of Directors shall have the right and duty to recover such common charges together with such interest and costs in an action to recover the same brought against the unit owner or by foreclosure of a lien on any unit under powers granted by the Unit Ownership Act as set forth in the Connecticut General Statutes, Revision of 1958, as amended from time to time.

(d) Foreclosure of Lien for Unpaid Common Charges and Fines. The Board of Directors of the association, acting on behalf of the unit owners, shall have the power to foreclose liens for common charges and fines. A suit to recover unpaid common charges shall be maintainable without foreclosing or waiving the lien rights on the same.

(e) Statement of Common Charges. The Board of Directors shall promptly provide any unit owner so requesting the same in writing with a statement of all unpaid common charges due from such unit owner.

SECTION 12. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be made payable to the Board of Directors if such award amounts to \$25,000.00 or less. If the award amounts to more than \$25,000.00, it shall be payable to the insurance trustee, if there is an insurance trustee, and to the Board of Directors, if there is no insurance trustee. The Board of Directors of the association is herewith given the express power to negotiate with the condemning authority with regard to the common areas and facilities and shall have the right to make a decision as to when an appeal should be made for condemnation award for the common areas and facilities and shall be legally empowered by the unit owners to bring such an appeal. If 51% of the unit owners (based on percentage of ownership of the common areas and facilities) and their mortgagees duly and promptly approve the repair and restoration of the common areas and facilities taken or destroyed by the condemnation proceedings, the Board of Directors shall arrange for the repair and restoration of such common areas and facilities and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If the amount of the award is insufficient, any deficiency shall be assessed against all the unit owners as a common charge. In the event, however, that 51% or more of the unit owners and their mortgagees as hereinabove defined do not duly and promptly approve the repair and restoration of the common areas and facilities, the Board of Directors or the insurance trustee, as the case may be,

shall distribute the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage as provided in Subsection (d) of Section 8 of these by-laws. In any condemnation of the units themselves, the individual unit owners shall have the right to negotiate with the condemning authorities and bring individual appeal actions if required. In any such condemnation of the units themselves, the condemnation proceeds shall be paid to and belong to the unit owners and/or their mortgagees as their respective interest may appear. The covenants contained in the preceding paragraph are to be construed to be for the benefit of mortgagees of a unit and may be enforced by such mortgagees. In the event of any dispute as to whether an award is attributed to the common areas and facilities or to the unit, said dispute shall be specifically determined by the court entering the award on the condemnation.

SECTION 13. PATIOS, BALCONIES, SUNDECKS, CARPORTS, STORAGE AREAS AND STORAGE CUBICLES. Patios, balconies, sundecks, carports, storage areas and storage cubicles are limited common areas. The unit owner having exclusive use of such limited areas shall make repairs thereto caused by his negligence, misuse or neglect. Any other repairs thereto or with respect to the limited common areas shall be made by the Board of Directors as a common expense. Storage cubicles, storage areas and carports shall be numbered to coincide with the unit having the use thereof.

SECTION 14. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD OF DIRECTORS. Whenever in the judgment of the Board of Directors common areas shall require additions, alterations or improvements costing in excess of \$5,000.00, said alterations or improvements shall not be made unless they have been approved by a majority of the unit owners present and voting at a meeting at which a quorum is present and unless written notice of the meeting and of the intention to present a request for such additions, alterations or improvements specifying the approximate cost of the same shall have been furnished to all unit owners at least seven days in advance of said meeting. When said approval has been obtained, all unit owners shall be assessed for the cost thereof as a common charge.

SECTION 15. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNERS. No unit owner shall make any structural addition, alteration, or improvement in or to his unit without the prior written consent of the Board of Directors and the mortgagee of said unit. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of the City of West Haven or to any other governmental authority for a permit shall be executed only by the Board of Directors. Said application shall not obligate the Board of Directors to any liability to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement, nor to any person having any claim for injury to person

or damage to property arising therefrom. The provisions of this section shall not apply to units owned by the sponsor until such units have been initially sold by the sponsor and paid for.

SECTION 16. RIGHT OF ACCESS. Each unit owner grants a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition originating in his unit and threatening another unit or common area or for the purpose of performing necessary installations, alterations, or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the building within which the unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In the case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

SECTION 17. ELECTRICITY AND WATER. Electricity and water shall be supplied by the public utility company serving the area directly to the condominium as a whole. With regard to electricity, there is a central metering system and with regard to water, there are meters serving various buildings. Both the total electricity charge and total water charge shall be common expenses for the condominium as a whole, and shall be paid for by the Board of Directors as a common expense. The electricity and water serving the general common areas shall be metered and also be a common expense paid for by the Board of Directors.

SECTION 18. RIGHT OF FIRST REFUSAL. No unit owner may effectively dispose of a unit or any interest therein by sale or lease except to another unit owner in the association without first offering the same for sale to the Board of Directors upon the terms and conditions hereinafter provided for. The provisions of this section shall not apply with respect to any sale, conveyance or lease by any unit owner of his interest to his spouse, to any of his children or to his parent or parents, or to his brothers or sisters or any one or more of them, nor shall it apply to any unit owned by the sponsor.

(a) The unit owner intending to make a sale or lease of his unit or any interest therein shall give to the Board of Directors notice of such intention together with the name and address of the intended purchaser or lessee and the terms and conditions of the sale or lease, including the price. The Board of Directors shall thereafter have a period of ten days within which they may buy or lease said unit on the same terms and conditions as contained in the outside offer. If the Board of Directors is going to buy said unit, then within said ten-day period, the Board shall deliver or mail by registered mail to the unit owner an agreement to purchase said unit upon said terms and conditions. The price shall be paid in cash and the sale shall be closed within 45 days after the delivery of the notice of its intention to exercise the right of first refusal by the Board of Directors. If the Board of Directors is going to lease said unit, then within said ten-day period, the Board shall deliver or mail by registered mail to the unit owner an agreement to lease said unit upon the said terms and conditions. The lease shall start within 45 days after the delivery of the notice of

its intention to exercise the right of first refusal by the Board of Directors. If the Board of Directors shall take the lease on the unit, it shall have the right to sublease the unit. Upon the failure of the Board of Directors to exercise said right of first refusal, the unit owner shall be free to sell or lease his unit without regard to the right of first refusal. If the proposed transaction is a lease, however, the lease must state that the lessee agrees to abide by all of the terms and conditions and covenants of the declaration of condominium and these by-laws and any rules and regulations as may hereafter be established from time to time by the Board of Directors of the association.

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

(c) In the event of a transfer of a unit by gift, devise or inheritance, except a transfer or conveyance by a unit owner of his interest to his spouse, children, parents, brother or sisters as set forth in subparagraph (a) hereof or a transfer by the sponsor, the Board of Directors shall have the right to approve or disapprove the acquisition of title by said gift, devise or inheritance. Within 10 days after receipt of a notice of a gift, devise or inheritance, the Board of Directors shall deliver or mail by registered mail to the unit owner or legal representative of the unit owner its approval or disapproval of said gift, devise or inheritance signed by the President and Secretary. If, the Board of Directors disapproved, it shall, in addition to the disapproval, deliver or mail by registered mail to the unit owner or the legal representative of the unit owner an offer to purchase the unit on behalf of all the unit owners. The price to be paid in this event shall be the fair market value of the unit, to be determined by arbitration in Connecticut in accordance with the then existing rules of the American Arbitration Association. The purchase price in the event of such disapproval shall be paid in cash and the sale shall be closed within 45 days after the notice of the gift, devise or inheritance as above provided or within 10 days after the determination of the price to be paid by the arbitrators, whichever is later. The Board of Directors can enforce their rights to purchase said unit and may obtain a judgment of specific performance of sale upon the award rendered by the arbitrators in any court of competent jurisdiction. If the Board fails to purchase and pay for the unit within 45 days or ten days as the case may be, then notwithstanding the Board disapproval, the gift, devise and inheritance shall be deemed to have been approved and the Board shall furnish the necessary certificates of approval as hereinabove provided.

(d) The provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company, mortgage company or savings and loan association which acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether

the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, mortgage company, or savings and loan association which so acquires its title. Neither shall such provisions require the approval of the purchaser who acquires title to a unit at a duly authorized and advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

(e) The sponsor is not subject to the right of first refusal on the sale or lease of any unit owned by the sponsor and no notice of the sale or other disposition of any such unit by the sponsor need be given to the association or to the Board of Directors thereof nor to any other person, firm or corporation.

SECTION 19. MORTGAGES.

(a) Notice to the Board of Directors. A unit owner who mortgages his unit shall upon request notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board of Directors. The Board of Directors shall maintain a book entitled "Mortgages of Units" in which all mortgages on units shall be listed.

(b) Notice of Unpaid Common Charges. The Board of Directors, whenever requested in writing by a mortgagee or a prospective mortgagee of a unit, shall promptly report any then unpaid common charges due from or other default by the owner of the mortgaged unit.

(c) Notice of Default. The Board of Directors, when giving notice to a unit owner of default in paying common charges or any other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

(d) Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the association at reasonable times on business days.

(e) Collection and Disbursement of Mortgage Charges. The Board of Directors may require that payment of all mortgage charges by unit owners be made to the managing agent or manager to be held in trust to be disbursed promptly by such managing agent or manager only to the respective mortgagee. This may only be done with the consent of the mortgagee, however.

(f) Limitation of Mortgage. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Directors all common charges currently due and until he shall have satisfied all unpaid association liens against his unit, except mortgages thereon.

(g) Financing Purchase of Units by Board of Directors. Acquisition of units by the Board of Directors on behalf of all unit owners

may be made from the working capital in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may levy an assessment against each unit owner in proportion to his ownership in the common areas as a common charge, which assessment shall be enforceable in the same manner as common charges, or the Board of Directors may in its discretion borrow money to finance the acquisition of such units, provided however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit itself together with the appurtenant interests thereto to be acquired by the Board of Directors. Notwithstanding any rights of the Board of Directors under this paragraph or under any other provision of these by-laws, the Board of Directors and/or the association cannot at any one time hold title to more than 10% of the total number of units in the association.

SECTION 20. NOTICE OF LIEN OR SUIT. Each unit owner shall give notice to the association of any lien upon his unit other than for mortgages, taxes and special assessments within five days after the attaching of the lien. Failure to comply with this paragraph will not affect validity of any judicial sale. Notice shall also be given to the association of every suit or other proceedings which may affect the title to a unit within five days after the unit owner receives knowledge of the same.

SECTION 21. MEMBERSHIP IN THE ASSOCIATION. Ownership of a unit shall automatically make the unit owner a member of the association.

SECTION 22. MISCELLANEOUS.

(a) Notices. All notices hereunder to the association shall be sent by registered or certified mail to the Board of Directors in care of the President of the association and/or to the managing agent if there be a managing agent. All notices to any unit owner shall be sent by registered or certified mail to the building in which the unit is situated, or to such other address as may have been designated by him from time to time in writing to the Board of Directors. All notices to mortgagees of units shall be sent by registered mail or certified mail to their respective addresses as designated by them from time to time in writing to the Board of Directors. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

(b) Invalidity. The invalidity of any part of these by-laws shall not impair or affect in any manner the enforceability or effect of the balances of these by-laws.

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

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

(c) Votes in the Event of Joint Ownership of a Unit. In the event a unit is owned by more than one owner, if the co-owners cannot agree upon how to exercise their right to vote under these by-laws, each co-owner shall have a proportionate right to vote based upon his or her proportionate ownership of the unit itself. A co-owner of a unit may permit the other co-owner of the unit to vote his or her interest by furnishing the other co-owner with a proxy.

SECTION 23. MODIFICATION OR AMENDMENT OF BY-LAWS. Except as hereinafter provided otherwise, these by-laws may be modified or amended by the vote of 50% of the unit owners, provided, however, that no amendment of these by-laws shall be contrary to the requirements of Section 47-30 of the Connecticut General Statutes, Revision of 1959 as amended from time to time, and provided, further, that said vote shall be taken at a meeting of the unit owners duly held for such purpose. The vote at such a meeting may be in person or by proxy. Notwithstanding any other provision herein however, no amendment may become effective except with the written approval of any mortgagee holding mortgages constituting first liens upon thirty-five or more units. It is further understood that the section providing that the sponsor, so long as it is the owner of one or more units shall be entitled to elect at least one member of the Board of Directors, may not be amended nor may the clause be amended which provides that the sponsor is exempt from the right of first refusal.

SECTION 24. CONFLICTS. These by-laws are set forth to comply with the requirements of the Unit Ownership Act of the State of Connecticut as provided for in the Connecticut General Statutes, Revision of 1959 as amended. In the case of any conflict between these by-laws and the provisions of the Unit Ownership Act or of the declaration, the provisions of said statute or of the declaration, as the case may be, shall control.

Received for record on Nov. 1 1972
 at 2 h. 46 m. P. M. and recorded by me
 ALBERT E. FORTE, Town Clerk