

BY-LAWS

ARTICLE 1

MEMBERSHIP AND VOTING

- 1.1 **Classes of Members; Eligibility.** All Unit Owners shall be members of the Association.
- 1.2 **Allocation of Votes to Members.** Each Unit in the Condominium other than Unit 3 and Unit 10 shall have one (1) equal vote. Unit 3 and Unit 10 shall each have two (2) Votes.
- 1.3 **Casting of Votes.**
- A. If the owner of record of a Unit is one natural person, that natural person is entitled to cast all Votes allocated at any time to that Unit.
  - B. If the owner of record of a Unit is one person, and that person is a corporation, partnership, trust or other person which is not a natural person, all the Votes allocated to that Unit may be cast only by one or more natural persons designated in writing from time to time by the Unit Owner and filed with the Secretary of the Association; provided that
    - 1. If more than one natural person is so designated their right to cast a Vote is governed by the provisions applicable to the casting of votes by multiple owners; and
    - 2. Any person with apparent authority to act for a Unit Owner subject to this paragraph, even if that person is not properly designated, may cast the Votes allocated to that owner's Unit unless protest is made to the casting of those Votes by any person present at the meeting.
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- 1.4 **Voting by Multiple Owners of a Unit.** If only one of the multiple owners of a Unit or only one of the multiple persons designated by a Unit Owner to cast that Unit's Votes is present at a meeting of the Association, he is

entitled to cast all the Votes allocated to that Unit. If more than one of those multiple owners or designated persons is present, the Votes allocated to that Unit may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of those multiple owners or designated persons casts the Votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners or designated persons of the Unit Owners.

**1.5 Annual Meeting, Election of Board Members and Officers.** An annual meeting of the members of the Association shall be held during the month of May each year at which meeting, after the period of Declarant control has ended, the members shall by a majority Vote of those present, elect the Executive Board of the Association and transact such other business as may properly come before the meeting. If for any reason the annual meeting is not or cannot be held during such month, it may be called at any other time during the calendar year as the President may determine. Not less than ten (10) days nor more than sixty (60) days' notice, by hand delivery or prepaid mail, shall be provided to each Unit Owner stating the time, place and agenda items.

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**1.6 Budget Meeting.** Meetings of members to consider proposed budgets shall be called in accordance with Sections 20.5 and 20.6 of the Declaration. The Budget may be considered at annual or special Meetings called for other purposes as well.

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- 1.7 **Regular or Special Meeting of Members.** There need be no regular meeting of the members unless from time to time the members by majority Vote of those present at a meeting adopt a resolution to hold regular meetings. Except for budget meeting, notice of regular meetings need not be given. Special meetings of the members may be called by the President at a time and place designated by him, or by members holding at least one-third (1/3) of the Votes in the Association. Special meetings may be held upon at least ten (10) days' notice at any location within the Town of Wallingford specified in the notice or resolution for that meeting. No notice need be given to any member who attends a meeting in person or who waives notice in writing executed and filed with the Secretary of the Association either before or after the meeting. The Secretary shall cause any waiver to be filed with or entered upon the records of the meeting.
- 1.8 **Quorum.** The members entitled to Vote, present in person or by proxy, at any meeting of members shall constitute a quorum for that meeting.
- 1.9 **Majority Vote.** The vote of a majority of the Unit Owners present or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by the Declaration, these By-Laws or by law.
- 1.10 **Proxies.** Votes allocated to a member may be cast, and protest to the casting of Votes by other members of the Unit may be registered, pursuant to a proxy duly executed by a member. A member may not revoke a proxy given pursuant to this section except by actual notice of

revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter term.

**ARTICLE 2**  
**EXECUTIVE BOARD**

**2.1 Number, Election and Term of Office.** The Executive Board shall consist of three (3) members, a majority of whom shall be Unit Owners. A Director shall hold office for two (2) years or until his successor is duly elected and qualified. However, the term of office for the initial Directors may be varied so that the term of at least one-third (1/3) of the Directors shall expire annually. Except as provided in the Declaration, a Director may be removed with or without cause at any time by a two-thirds (2/3) vote of the members at any meeting of the members present and entitled to vote, and shall cease to hold office upon conveyance of his interest in a Unit. Vacant Directorships shall be filled for the unexpired portion of the term by a majority vote of the Directors.

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**2.2 Powers.** The property, business and affairs of the Association shall be managed by the Executive Board who may exercise all the powers and do all things which may be exercised or done by the Association, as provided in and subject to the provisions of the statutes of the State of Connecticut, the Declaration, the Certificate of

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Incorporation, these By-Laws, and after the period of Declarant control has ended, any limiting resolution which the members may from time to time adopt.

### 2.3 Annual Meeting; Election of Officers; Budget.

A. **General.** The annual meeting of the Executive Board of the Association shall be held in the month of May of each year, provided that if, in any year, the annual meeting is not, or cannot be, held in that month, then the annual meeting of the Executive Board may be called at any other time during that calendar year in the manner specified with respect to the annual meeting of the members. At each annual meeting of the Executive Board, the Directors then in office shall, by majority vote, elect from their number or from among the members the officers of the Association, propose the annual budget for the ensuing year, and transact such other business as may properly come before a meeting.

B. **Adoption of the Annual Budget.** Within thirty (30) days after adoption of any proposed budget for the Association, the Executive Board shall provide a summary of the budget to all members, showing categories and amounts provided for common expenses and shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all members reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the members shall be continued during the ensuing year until such time as the members ratify a subsequent budget proposed by the Executive Board.

2.4 **Regular Meeting.** Regular meetings of the Executive Board shall be held at such time and place as may be specified from time to time by resolution of the Executive Board and notice thereof need not be given unless action is to be taken, in which case, not less than twenty-four (24) hours

prior to the notice shall either be posted in a conspicuous location in the office of the Association or written notice be provided. If no such resolution shall be in effect, regular meetings of the Executive Board shall be called in the manner hereinafter provided with respect to special meetings of the Executive Board.

**2.5 Special Meetings.** Special meetings of the Executive Board shall be held upon call of the President at a time and place designated by him. Any two Directors may also call special meetings of the Executive Board. All meetings of Directors may be held at any location within or outside the Town of Wallingford. Notice of a special meeting of the Executive Board shall be given to each Director and member in the same manner as for Regular Meetings.

**2.6 Quorum and Voting Requirements.** A majority of the Executive Board constitutes a quorum. Each Director shall have one vote, and the affirmative vote of the Directors holding a majority of the Directorships shall be required for action by the Executive Board on any manner whatsoever except for those matters for which the vote of a greater proportion of the Directors, or a vote of the members, is required by the Declaration, the Certificate of Incorporation or these By-Laws.

**2.7 Committees.** The Executive Board may authorize the establishment of one or more committees. Each Committee shall serve at the pleasure of the Executive Board, and all Committees shall keep minutes of its proceedings which shall be reported to the Executive Board.

- 2.8 **Transaction of Business Without Meeting.** Any Association action which can be authorized at a regularly-constituted meeting of the Executive Board or a Committee thereof, may be authorized without a meeting, provided that all of the Directors or all of the members of the Committee, as the case may be, consent in writing to the action before or after the time the action is taken and the number of Directors constitutes a quorum for the action. The Secretary of the Association shall file the consents with the minutes of the meetings of the Executive Board.
- 2.9 **Indemnification and Reimbursement.** The Association shall be bound by and comply with the provisions of Section 33-4454a of the Connecticut Non-stock Corporation Act, pertaining to indemnification of corporate members, Directors, Officers and agents.
- 2.10 **Fiscal Year.** The Executive Board shall establish a fiscal year.
- 2.11 **Provisions Applicable During the Period of Declarant Control.**
- A. During the period of Declarant control, as defined in the Declaration, and notwithstanding the foregoing provisions of this Article, ~~the provisions of this Section shall apply to the Executive Board, but only to the extent these provisions are inconsistent with the remainder of this Article.~~
  - B. Declarant reserves the right to notify the Unit Owners in writing that, beginning on any date specified in the writing, the Board Members shall be elected either: (i) pursuant to the Act; or (ii) ~~pursuant to Section 2.1 of this Article. Until such notice is given, the Executive Board shall consist solely of persons appointed by the Declarant.~~

- C. If the Declarant notifies the Unit Owners of an alternative form of election pursuant to Section 2.11(B), Declarant may also require that some or all of the Directors to be elected by the Unit Owners be elected from among a group of persons designated by Declarant.
- D. The members shall have no right to remove Directors nor to fill vacant directorships during the period of Declarant control, and Directors appointed by the Declarant need not own a Unit as a qualification for office.
- E. No notice of Executive Board meetings need be given to Directors appointed by Declarant during the period of Declarant control, and no Vote of members is required to ratify any act of the members during the period of Declarant's control.

**2.12 Reservation of Other Rights to Declarant.** Without in any way waiving any rights of Declarant under the Act, nothing in these By-Laws constitutes a waiver of Declarant's rights pursuant to the Declaration.

### ARTICLE 3 OFFICERS

**3.1 Title, Election and Duties.** The Board Members shall elect from among their number or from among the members a President, a Treasurer, and a Secretary, and may from time to time elect such other Officers as they, the Directors, deem expedient. Any two or more offices may be held by the same person, except that the President may not also be Secretary. The duties of the Officers of the Association shall be such as are imposed by these By-Laws and, after the period of Declarant control has ended, as may be from time to time prescribed by the members.



3.2. President. The President shall preside at all meetings of the Directors and shall have general charge and direction of the business of the Association subject to the control of the Directors.

3.3 Treasurer. The Treasurer shall keep the fiscal accounts of the Association, including an account of all monies received or disbursed. At intervals of not more than twelve (12) months, he shall prepare or have prepared for the Association, a balance sheet showing the financial condition of the Association as of a date not more than four (4) months prior thereto, and a profit and loss statement respecting its operation for the twelve (12) months preceding such date. The balance sheet and the profit and loss statement shall be deposited at the principal office of the Association and shall be kept by the Association for at least ten (10) years from such date. He may endorse on behalf of the Association for collection only, checks, notes and other obligations and shall deposit the same and all monies and valuables in the name of, and to the credit of the Association in such banks and depositories as the Executive Board shall designate. The Treasurer shall have the custody of and shall have the power to endorse for transfer on behalf of the Association, ~~stock, securities or other investment~~ instruments owned by the Association.

3.4 Secretary. The Secretary shall keep the minutes of the meetings of the Executive Board and shall give notice of all such meetings as required by these By-Laws. He shall have custody of the seal of the Association and all books, records and papers of the Association, except those in the

custody of the Treasurer or some other person authorized to have custody and possession thereof by a resolution of the Executive Board.

**3.5 Term of Office.** Each of the Officers shall serve for the term of one (1) year or until his successor is duly elected and qualified. An Officer may be removed with or without cause at any time by a majority vote of the Directors at any annual or special meeting of the Directors, and shall cease to hold office upon the conveyance of his interest in a Unit. Vacancies among the Officers shall be filled by majority vote of the Directors.

**3.6 Provisions Applicable During the Period of Declarant Control.** Notwithstanding the foregoing provisions of this Article, an Officer need not own a Unit as a qualification of office during the period of Declarant control.

#### ARTICLE 4

#### POWERS OF THE ASSOCIATION

**4.1 Powers.** The Association shall have the powers and duties necessary for the administration of its affairs, and may do all such acts and things in furtherance of those powers and duties as are not by law or by the Condominium Instruments directed to be exercised and done by the Unit Owners. Such powers and duties include, without limitation, the powers to:

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- A. Maintain the Common Elements, including the Limited Common Elements;

- B. Determine the Common Expenses, required for the affairs of the Condominium;
- C. Assess and collect the Common Expense from the Unit Owners, in accordance with the liabilities therefor;
- D. Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements;
- E. Open bank accounts in the name of the Association, and designate the signatories required therefor;
- F. Purchases or lease or otherwise acquire in the name of the Association or its designee, Units offered for sale or lease to the Association;
- G. Purchase Units at foreclosure or other judicial sales in the name of the Association, or its designee;
- H. Sell, lease, mortgage, or otherwise deal with the Units acquired by, and sublease Units leased by, the Association;
- I. Organize a corporation to act as designees of the Corporation in acquiring title to or leasing Units;
- J. Grant licenses or easements over the Common Elements, but only to provide utilities or other services to the Unit Owners. No grant shall be required in the case of easements granted to Declarant as of right by the Act or reserved as of right to Declarant pursuant to the Instruments;
- K. Obtain and maintain insurance on the Condominium, including Units;
- L. Make additions and improvements to the Common Elements;
- M. Lease or otherwise acquire the right to use, either exclusively or in common with others, recreational or other facilities for the benefit of Unit Owners;
- N. After Notice and Comment adopt and amend reasonable Rules and Regulations governing the operation and use of the Condominium and conduct of all people on the Condominium. Following Notice and Hearing, the Directors may levy fines against Unit Owners, tenants or occupants for violations of any rules, regulations or of the Condominium Instruments, provided that no

fine may be levied for more than Twenty-Five Dollars (\$25) plus actual damages for any one violation, but each day during which a violation continues after written notice shall be considered a separate violation. Collection of fines may be enforced against a Unit Owner responsible as if the fines were a common expense of that Unit Owner;

- O. Enforce, by any legal means, the provisions of the Act and the Condominium Instruments, and any Rules and Regulations;
- P. Employ or enter into a contract or agreement with a member for the Condominium, at a compensation or consideration established by the Executive Board, to perform such duties and services as the Executive Board shall authorize;
- Q. Impose reasonable charges for the preparation or recordation of amendments to the Condominium Instruments or any other documents;
- R. Grant or withhold approval of any action by one or more Unit Owners or other persons entitled to occupancy of any Unit which would change the exterior appearance of a Unit or alter any portion of the Common Elements;
- S. Except as limited by this Article, acquire, hold, convey, lease and otherwise encumber title to real property, including the Common Elements;
- T. Sue and be sued in any court; appear on behalf of and for the benefit of all Unit Owners in a manner of common concern, including commencement of class actions for the Unit Owners as a class, before any office, agency, board, commission or department of the state or any political subdivision thereof and appeal from any judgments, orders, decisions, or decrees rendered by the same;
- U. Create reasonable reserves for replacement of the Common Elements which shall, in the case of reserves for replacement of limited common elements, be collected as building expenses;
- V. Make contracts and incur liabilities;
- W. Impose charges for late payment of Common Expense assessments and special assessments;

- X. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
- Y. Following notice and an opportunity to be heard, prohibit posting of the firm or business names of a Unit Owner, lessee, sublessee or occupant of any Unit in the building of any common element for the period during which that Unit Owner, tenant or occupant is in breach of any obligation imposed by the Declaration, By-Laws or Rules and Regulations;
- Z. Grant a revocable license to Unit Owners, pursuant to any regulations of the Association, to locate decorative paneling, signs, lighting, special door surfaces and other decorative features at the entrance to their Units. Decorative material shall be the property of the Unit Owners; and
- AA. Except as limited by the Condominium Instruments, exercise any other powers granted to the Association by the Condominium Instruments, the Act, or Chapter 600 of the Connecticut General Statutes.

**4.2 Restriction of Power.** Notwithstanding the provisions of Section 1, the Association may not:

- A. Incur any liability for capital improvements costing in excess of Five Thousand Dollars (\$5,000) without giving notice to Unit Owners of its intention to do so sixty (60) days prior to the time such expense is incurred;
- B. Convey, lease or otherwise encumber any portion of ~~the Common Elements, except to the extent~~ specifically required or permitted by the Condominium Instruments.

**4.3 Required Exercise of Powers and Duties.** The Association, acting through its Executive Board or duly authorized officers, shall have the powers, which it is expressly required to exercise, to: promptly prepare, execute and

record amendments to the Declaration or other Condominium Instruments required by Unit Owners pursuant to the Declaration, or by Declarant pursuant to the Declaration.

- 4.4 Abatement and Enjoyment of Violations by Unit Owners.** If any member violates any Rule or Regulation adopted by the Executive Board, or breaches any obligation in the Condominium Instruments, the Association and any aggrieved member may, in addition to any remedies set forth in the Declaration, bring an action for recovery of damages, or seek injunctive relief, or both, at the cost of the defaulting member, including reasonable attorneys fees. The Association may also, in addition to any other rights set forth by the By-Laws, enter the Unit in which the violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the Condominium Instruments, or effect emergency or other necessary repairs which a Unit Owner fails to perform. The Members, manager and the Association shall not be deemed guilty of trespass when they act in this manner.

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## **ARTICLE 5**

### **MAINTENANCE OF THE CONDOMINIUM**

- 5.1 Maintenance of Common Elements.** All the Common Elements in the condominium and those portions of the Units set forth in the Declaration shall be maintained by the Association. The expenses for maintaining Common Elements and those portions of the Units set forth in the Declaration shall be paid in accordance with the liability

for common expenses assessed against all the Units. Unit Owners shall maintain, repair and replace any air conditioning apparatus appurtenant to their Units.

5.2 **Maintenance of Units.** Except for those portions of the Units to be maintained, repaired or replaced by the Association as set forth in the Declaration, each Unit Owner is responsible for maintenance of his Unit.

5.3 **Maintenance caused by Negligent Acts of Unit Owners.** All maintenance expenses incurred by the Association which are caused by the negligence or willful misconduct of any Unit Owner, his lessee, his licensee or business invitee, to the extent those expenses are not reimbursed from the proceeds of any insurance policy carried by the Association, shall be paid by that Unit Owner, and shall constitute a special assessment against that Unit which may be enforced in the same manner as a common expense.

5.4 **Special Services.** If the Association provides any services to any Unit, other than the services described in the Condominium Instruments, which are different from services regularly rendered to all Units, those services shall be either specially assessed against the Unit(s) to which the service is provided and may be enforced in the same manner as a Common Expense.

5.5 **Approval of Payment Vouchers.** Payment vouchers for expenses incurred by the Association shall be approved by the manager or by any person or group designated from time to time by the Board Members.

ARTICLE 6

ASSESSMENT OF COMMON EXPENSES  
AND SPECIAL ASSESSMENTS

- A. **Common Expenses.** Common Expenses shall be due and payable monthly in accordance with the Common Expense liability allocated to each Unit, and shall be payable and collected in reasonably equal monthly installments. Common Expenses which are due and unpaid for a period in excess of thirty (30) days shall result in a "late charge" of one percent (1%) per month of the unpaid balance, or such other sum as the Executive Board may from time to time establish.
- B. **Special Assessments.** Special assessments, including special assessments for capital improvements, shall be due in their entirety within thirty (30) days from the assessment, or on such other basis as the Board Members may from time to time establish, and unpaid special assessments shall bear a late charge in the same manner as Common Expenses.
- C. **Enforcement of Common Expenses and Special Assessments.** All expenses assessed against a Unit may be enforced in the manner provided in the Act for collection of Common Expenses assessed against a Unit, and the Association may recover from the defaulting Unit Owner all costs and reasonable attorneys' fees incurred during collection, or any action taken in contemplation of collection.
- D. **Foreclosure of Liens for Unpaid Expenses Assessed Against a Unit.** In an action brought by the Association to foreclose a lien on a Unit because of unpaid expenses assessed against the Unit, the Unit Owner shall be required to pay reasonable rental for the use of his Unit and ~~the plaintiff in such foreclosure action shall be~~ entitled to the appointment of a receiver to collect such rental.
- E. **Acceleration of Annual Expenses Due on Default.** In the event expenses assessed against a Unit remain unpaid more than sixty (60) days from the date when payable, the balance of the expenses assessed against the Unit for the ~~remainder of the fiscal year thereupon become immediately~~ payable, unless the Executive Board Members waive such acceleration.



**ARTICLE 7**  
**RECORDS, REPORTS**

**7.1 Records.** The Association shall keep detailed records of the actions of the Executive Board and any committees, minutes of the meetings of the Unit Owners. Such minutes shall be available to Unit Owners fifteen (15) days after such meetings. The Association shall also keep detailed records of the names of Unit Owners and mortgagees, a copy of architectural and engineering plans and specifications, and accounting records according to generally accepted accounting principles in a form agreeable to the Executive Board. Such records shall include: (i) a record of all receipts and expenditures; (ii) an account for each Unit which shall designate the name and address of each Unit Owner, the amount of each common expense, building expense and special assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due; (iii) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the common elements; and (iv) an accurate account of the current balance in any reserve for replacements and for emergency repairs.

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**7.2 Annual Report.** An annual report of the receipts and expenditures of the Association, in the form the Executive Board shall from time to time determine, shall be rendered by the Directors to all Unit Owners and mortgagees of Units within ninety (90) days following the end of each fiscal year of the Association.

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**ARTICLE 8**  
**RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

- 8.1 **General Rule.** No owner of a Unit may use, sell or lease his Unit except by complying with the applicable provisions of Article 11 of the Declaration.
- 8.2 **Standards For Use Approval.** The Declarant or Executive Board, as the case may be, may approve or deny a use for a Unit, proposed by a Unit Owner or proposed by a lessee, sublessee, assignee or occupant of a Unit, based upon considerations of the health and safety of all Unit Owners. The Declarant or Executive Board, as the case may be, may deny any proposed use which in its discretion, may result in noxious, offensive, obscene, dangerous, illegal or unsafe activity within the Condominium.

**ARTICLE 9**  
**DISTRIBUTION OF ASSETS**

In the event of dissolution of the Association and termination of the Condominium, any assets remaining after payment of all liabilities and obligations of the Association shall be distributed to the Unit Owners in the manner described in the Declaration.

**ARTICLE 10**  
**SEAL**

The corporate seal of the Association shall be the circular seal containing the name of the Association.

**ARTICLE 11**  
**AMENDMENTS**

- 11.1 Method of Amendment.** Except as otherwise provided in the Declaration these By-laws may be amended by a majority vote of the Directors following Notice and Comment to all Unit Owner, at any meeting duly called for such purpose.
- 11.2 Filing and Recording of Changes.** Whenever a By-Law is amended or repealed or a new By-Law is adopted, that action and the date on which it was taken shall be noted on the original By-Laws in the appropriate place or a new set of By-Laws shall be prepared incorporating those changes. Any amendment to the Certificate of Incorporation shall be filed with the Secretary of the State.

**ARTICLE 12**  
**MORTGAGES**

- 12.1 Notice to Association.** A Unit Owner who mortgages his Unit, or the mortgagee, shall notify the Association of the name and address of the mortgagee.
- 12.2 Statement of Unpaid Assessments.** The Association, whenever so requested in writing by a mortgagee or by a prospective mortgagee of a Unit, shall promptly report any then unpaid Common Expense, or special assessment due from ~~the owner of the mortgaged Unit, and any other default by~~ the mortgagor of a Unit, with regard to such mortgagor's obligation under the Condominium Instruments.

12.3 **Notice of Default.** The Association, when giving notice to a Unit Owner of a default in paying Common Expenses, building expenses, special assessments, or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit, if the mortgagee has requested the Association to do so, and if the name and address of such mortgagee has previously been furnished to the Association.

12.4 **Examination of Books.** Each mortgagee of a Unit shall be permitted to examine the books, records and accounts of the Association at a reasonable time on business days.

### ARTICLE 13

#### MISCELLANEOUS MATTERS

13.1 **Gender.** The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires, the use of singular includes the plural.

13.2 **Definition.** The definitions contained in Article 2 of the Declaration also apply to these By-Laws unless the context indicates otherwise.

13.3 **Execution of Documents.** The President and Secretary are responsible for preparing, executing, filing and recording amendments to the Condominium Instruments, and shall execute any other document which the Association may from time to time be required to execute.

- 13.4 **Notices.** All notices required by these By-Laws shall be hand delivered or sent by mail to the Association at the address of the President; to Unit Owners at the address of the Unit or at such other address as may have been designated by such Unit Owners from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed or delivered, except notice of changes of address which shall be deemed to have been given when received.
- 13.5 **Captions.** The captions contained in these By-Laws are inserted as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision of the By-Laws.
- 13.6 **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.
- 13.7 **Conflict.** These By-Laws are set forth to comply with the requirements of Chapters 600 and 828 of the Connecticut General Statutes, as amended. In the event of any conflict between these By-Laws and the provisions of such Statutes or of the Certificate of Incorporation or the Declaration, as the case may be, the statutes shall control.
- 13.8 **Waiver.** No restrictions, condition, obligation, or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.





on any building, or the contents thereof, or that would be in violation of any law. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

6. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No construction, repair work, or other installation involving noise shall be conducted in any Unit between the hours of 9:00 a.m. and 6:00 p.m. on weekdays (not including legal holidays), unless such construction or repair work is necessitated by an emergency, or unless expressly permitted by the Executive Board in writing.
7. To insure uniformity of appearance, no window guards, window decorations or dressing of any type, including but not limited to blinds, drapes and the like, shall be used in or about any Unit, except such as shall have been approved in writing by the Executive Board, which approval shall not be unreasonably withheld or delayed.
8. No radio or television aerial shall be attached to or hung from the exterior of the building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other



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part of any building, except such as are permitted pursuant  
) to the terms of the By-Laws or shall have been approved in  
writing by the Executive Board. Nothing shall be projected  
from any window of a Unit without similar approval.

) 9. Each Unit Owner shall keep his Unit and its appurtenant  
Limited Common Elements in a good state of preservation,  
condition, repair and cleanliness.

) 10. The agents of the Executive Board and any contractor or  
workman authorized by the Executive Board may enter any room  
) or Unit at any reasonable hour of the day, on at least one  
day's prior notice to the Unit Owner, for the purpose of  
) inspecting such Unit for the presence of any vermin,  
insects, or other pests and for the purpose of taking such  
measures as may be necessary to control or exterminate any  
) such vermin, insects, or other pests; however, such entry,  
inspection and extermination shall be done in a reasonable  
) manner so as not to unreasonably interfere with the use of  
such Unit for its permitted purposes.

) 11. The Executive Board shall retain a pass key to each Unit. If  
) any lock is altered or a new lock is installed, the  
Executive Board or the Managing Agent shall be provided with  
) a key thereto immediately upon such alteration or in-  
stallation. If the Unit Owner is not personally present to  
) open and permit an entry to his Unit at any time when an  
entry therein is necessary or permissible under these Rules  
) and Regulations or under the By-Laws or Declaration and has  
not furnished a key to the Executive Board then the  
) Executive Board or its agents may forcibly enter such Unit  
without liability for damages or trespass by reason thereof  
) (if, during such entry, reasonable care is given to such  
Unit Owner's property).

12. If any key or keys are entrusted by a Unit Owner or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium Association whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and the Executive Board shall not be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
13. Unit Owners and their respective guests, servants, employees, agents, visitors or licensees shall not, at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of any building.
14. No occupant of the building shall send any employee of the Condominium Association out of the building on any private business.
15. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Executive Board. Further, any such consent or approval may, in the discretion of the Executive Board be conditional in nature.
16. Complaints regarding the service of the Condominium Association shall be made in writing to the Executive Board.
17. A sign stating the nature or activity of a Unit Owner or occupant may be placed outside, alongside the entrance to a Unit. Such sign shall be two feet by two feet in size. It shall not be illuminated by flashing or neon lights.