

DECLARATION OF  
 COMMERCE PARK CONDOMINIUM  
 WALLINGFORD, CONNECTICUT

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American Development Corp., a Connecticut corporation with an office at Wallingford, Connecticut (the "Declarant"), on behalf of itself, its successors and assigns, does hereby declare:

**ARTICLE 1  
SUBMISSION OF PROPERTY**

Declarant submits the real Property in the Town of Wallingford, Connecticut, described in Exhibit A, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes Annotated, as amended, for the purpose of creating Commerce Park Condominium.

**ARTICLE 2  
DEFINITIONS**

In the Common Interest Community Instruments, the following words and phrases mean:

- 2.1 Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes Annotated as it may be amended from time to time.
- 2.2 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and Votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article 10 of the Declaration and shown on Exhibit B.

- 2.3 **Association.** Commerce Park Condominium Association, Inc., a non-stock membership corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to §47-243 of the Act created to administer and maintain the Common Interest Community for the benefit of the Unit Owners.
- 2.4 **By-Laws.** By-Laws of the Association, as they may be amended from time to time.
- 2.5 **Common Elements.** All portions of the Common Interest Community other than the Units.
- 2.6 **Common Expenses.** The expenses for the operation of the Common Interest Community are as set forth in Section 20.1 of the Declaration.
- 2.7 **Common Interest Community.** Commerce Park Condominium.
- 2.8 **Declarant.** American Development Corp., a Connecticut corporation or its successor as defined in §47-202(12) of the Act.
- 2.9 **Declaration.** This document, including any amendments made from time to time.
- 2.10 **Development Rights.** The rights reserved by the Declarant under Article 9 of the Declaration to create Common Elements and Limited Common Elements within the Common Interest Community.
- 2.11 **Director.** A member of the Executive Board.



- 2.12 **Eligible Insurer.** An insurer or guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article 19.
- 2.13 **Eligible Mortgagee.** The holder of a first Security Interest on a Unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in Article 19.
- 2.14 **Executive Board.** The Board of Directors of the Association.
- 2.15 **Improvements.** Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, such as buildings, paving, utility wires, pipes and light poles.
- 2.16 **Instruments.** The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the By-Laws, and the Rules, as any of them may be amended from time to time. Any exhibit, schedule, certification or attachment accompanying an Instrument is a part of the Instrument.
- 2.17 **Limited Common Elements.** A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of §47-221 of the Act for the

exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article 6 of the Declaration.

- 2.18 **Notice and Comment.** The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 25.1 of the Declaration.
- 2.19 **Notice and Hearing.** The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 25.2 of the Declaration.
- 2.20 **Person.** An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.
- 2.21 **Plans.** The plans filed with the Declaration as Exhibit C, as they may be amended from time to time.
- 2.22 **Property.** The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.
- 2.23 **Rules.** Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to the By-Laws.

- 2.24 **Security Interest.** An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.
- 2.25 **Special Declarant Rights.** Rights reserved for the benefit of a Declarant under Article 9.
- 2.26 **Survey.** The Survey filed with this Declaration as Exhibit D.
- 2.27 **Unit.** The physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 5.3 of this Declaration.
- 2.28 **Unit Owner.** The Declarant or other person who owns a Unit but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by the Declaration.
- 2.29 **Votes.** The votes allocated to each Unit as shown on Exhibit B.

**ARTICLE 3**  
**NAME AND TYPE OF COMMON INTEREST COMMUNITY**  
**AND ASSOCIATION**

- 3.1 **Common Interest Community.** The name of the Common Interest Community is Commerce Park Condominium. The Common Interest Community is a condominium.
- 3.2 **Association.** The name of the Association is the Commerce Park Condominium Association, Inc. It is a non-stock corporation organized under the laws of the State of Connecticut.

**ARTICLE 4**  
**DESCRIPTION OF LAND**

The entire Common Interest Community is situated in the Town of Wallingford, Connecticut and is located on land described in Exhibit A. The real property is submitted subject to building lines and zoning restrictions of record, and to all provisions of any local, state or federal law, ordinance or regulation and to all current taxes.

**ARTICLE 5**  
**MAXIMUM NUMBER OF UNITS;**  
**IDENTIFICATION AND BOUNDARIES**

- 5.1 **Number of Units.** The Common Interest Community contains twenty-two (22) non-residential Units.

5.2 **Identification of Units.** All Units are identified by number and are shown on the Survey or Plans or both.

5.3 **Boundaries.** Boundaries of each Unit created by the Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- A. **Upper Boundary.** The horizontal plane or planes of the finished exterior surfaces of the roof, extended to an intersection with the vertical perimeter boundaries, as shown on the Plan for that Unit.
- B. **Lower Boundary.** The lower horizontal plane or planes of the foundation where the lower surface of the foundation touches the soil, extended to an intersection with the vertical perimeter boundaries, as shown on the Plan for that Unit.
- C. **Vertical Perimeter Boundaries.** The planes defined by the exterior finished surfaces of the outer walls, including the exterior surfaces of closed windows and closed perimeter doors; and the centerline between partition walls which separate one Unit from another.
- D. **Inclusions.** Each Unit shall include the spaces and Improvements lying within the boundaries described in Sections 5.3 A, B, and C above, and shall also include any space heating and water heating apparatus, and all electrical switches, light fixtures, and telephone and electrical receptacles.
- E. **Exclusions.** Except when specifically included by other provisions of Section 5.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Sections A, B, and C above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- F. **Inconsistency with Plans.** If this definition is inconsistent with the Plans, then this definition shall control.

ARTICLE 6  
LIMITED COMMON ELEMENTS

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

- A. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- B. Any doorsteps, stoops, or other exterior fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- C. Air conditioning apparatus serving a single Unit is a Limited Common Element allocated to the Unit served.
- D. Parking spaces, the use of which is limited to the Units to which they are assigned as shown in Exhibit B, the Table of Interests, are Limited Common Elements allocated to those Units.

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

**ARTICLE 7**  
**MAINTENANCE, REPAIR AND REPLACEMENT**

- 7.1 **Common Elements.** The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.
- 7.2 **Units.** The Association shall maintain, repair or replace all structural components of the Units and the exterior surfaces of the Units including the roofs. Otherwise, each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit.
- 7.3 **Limited Common Elements.** Notwithstanding the provisions of Sections 7.1 and 7.2, any air conditioning apparatus appurtenant to a Unit shall be maintained, repaired and replaced by the Owner of that Unit.
- 7.4 **Access.** Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

7.5 **Repairs Resulting From Negligence.** Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit whether such damage is caused by the Unit Owner or an employee, licensee or business invitee of the Unit Owner. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

#### ARTICLE 8

#### SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

Those portions of the Common Elements shown as parking spaces on the Survey may be subsequently allocated as Limited Common Elements in accordance with Subsection 9.1 and Section 13 of the Declaration.

#### ARTICLE 9

#### DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

9.1 **Reservation of Development Rights.** The Declarant reserves the Development Right to allocate and reallocate as Limited Common Elements not more than Forty-Six (46) parking spaces as shown on the Survey and assign them to particular Units.

9.2 **Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights to the maximum extent



permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- A. To complete Units and Improvements, including Common Elements, indicated on Surveys and Plans filed with the Declaration;
- B. To maintain sales offices, management offices, signs advertising the Common Interest Community, models and work trailers within the Common Elements, the unsold Units or any Unit leased by the Declarant;
- C. To use and grant easements through the Common Elements for the purpose of making and maintaining Improvements within the Common Interest Community; and
- D. To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.
- E. To exercise any Development Rights.

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

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

or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. The Declarant may grant easements as may be reasonably necessary to make and maintain Improvements within the Common Interest Community.

9.5 **Signs and Marketing.** As long as the Declarant is a Unit Owner, the Declarant, and its duly authorized agents, representatives and employees reserve the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

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

9.7 **Declarant Control of the Association.**

A. There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of: (i) sixty (60) days after conveyance of sixty percent (60%) of the Units that may be created to Unit Owners other than a Declarant; or (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the

Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

- B. No later than sixty (60) days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by the Unit Owners other than the Declarant.
- C. Except as otherwise provided in Section A above, no later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- D. Notwithstanding any provisions of the Declaration or By-laws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

**9.8 Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant owns any Unit or any Security Interest on any Units; or for seven (7) years after recording the Declaration. Earlier termination of certain rights may occur by statute.

**9.9 Interference with Special Declarant Rights.** Neither the Association nor any Unit Owner may take any action or adopt any Rule that will interfere with or diminish any

Special Declarant Right without the prior written consent of the Declarant.

**ARTICLE 10**  
**ALLOCATED INTERESTS**

- 10.1 **Allocation of Interests.** The table showing Unit numbers and their Allocated Interest is attached as Exhibit B. These interests have been allocated in accordance with the formulas set forth in this Article 10.
- 10.2 **Formulas for the Allocation of Interests.** The interests allocated to each Unit have been calculated using the following formulas:
- A. **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community.
  - B. **Liability for the Common Expenses.** The percentage of liability for the Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units of the Common Interest Community. Nothing contained in this Section shall prohibit certain Common Expenses from being apportioned to particular Units under Article 20 of this Declaration.
  - C. **Votes.** Each Unit in the Common Interest Community, other than Unit 3 and Unit 10, shall have one equal Vote. Unit 3 and Unit 10 shall each have two (2) Votes due to their larger size. Any specified percentage portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means the specified percentage, portion or fraction of all of the Votes allocated in Exhibit B.

**ARTICLE 11**  
**RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

**11.1 Use and Occupancy Restriction.** Subject to the Special Declarant Rights reserved under Article 9, the following use restrictions apply to all Units and to the Common Elements:

- A.** The following uses are prohibited within any Unit:
  - 1. rubbish disposal businesses;
  - 2. motor vehicle repair facilities; and
  - 3. storage or production of hazardous materials.
- B.** Any office, warehousing, equipment assembly and servicing or retail use of any Unit is permitted and does not require approval by either the Declarant or the Executive Board;
- C.** Notwithstanding the provisions of Sections 11.1A and 11.1B, each Unit is restricted to non-residential use subject to the approval of the Declarant during the period of Declarant control, and subject to the approval of the Executive Board upon termination of the period of Declarant control. Any such non-residential use must be lawful under Federal, state and municipal laws and regulations;
- D.** Prior to making use of a Unit for other than office, warehousing, equipment assembly and servicing or retail purposes, a Unit Owner, his lessee, sublessee, assignee or occupant, as the case may be, must provide to the Declarant (during the period of Declarant control) or to the Executive Board (upon termination of the period of Declarant control) (i) an affidavit stating the proposed use, and (ii) any other documentation required by the Declarant or Executive Board. The Declarant or Executive Board shall approve or deny the proposed use in writing within fifteen (15) days after receipt of all required documentation. Failure to respond within such time shall constitute approval of the proposed use by the Declarant or Executive Board;
- E.** The Declarant or Executive Board may seek legal or equitable relief in the event of an unauthorized use of any Unit by a Unit Owner, his lessee, sublessee, assignee or occupant, as the case may be, and the

Declarant or Executive Board shall be reimbursed for all costs and expenses paid or incurred in connection with any proceedings against the Unit Owner, his lessee, sublessee, assignee or occupant, as the case may be, including, without limitation, reasonable attorneys' fees, disbursements and court costs;

- F. The use of Units and Common Elements is subject to the By-Laws and Rules of the Association; and
- G. For any period which any Common Expenses assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

11.2 Requirements of Lease Agreements. All leases shall be in writing and shall expressly provide that:

- A. A Unit may not be leased for less than one (1) year;
- B. The lease is subject to the requirements of the Instruments;
- C. The Executive Board shall have the power to terminate the lease agreement and/or bring summary proceedings to evict a lessee, sublessee, assignee or occupant in the name of the landlord or Unit Owner in the event of (i) a default by a lessee, sublessee, assignee or occupant in the performance of its obligations under the lease agreement or failure to comply with the Instruments, or (ii) a foreclosure of the lien granted by Section 47-258 of the Act;
- D. The lessee may not sublet the Unit or any part thereof without the prior written consent of the Executive Board; and
- E. The lease may not be modified, amended, extended or assigned without the prior written consent of the Executive Board.

No lease of any Unit or portion of any Unit shall have any force and effect until a signed, original copy of the lease agreement is delivered to the Executive Board.

**11.3 Restrictions on Sales and Leases of Units. No Unit Owner may sell or lease his Unit except as follows:**

- A. Any Unit Owner who receives a bona fide offer for the purchase or lease of his Unit which he intends to accept shall give written notice of those facts to the Executive Board and to all other Unit Owner, together with the name and address of the proposed buyers or lessees, the terms of the proposed transaction, and any other information which the Executive Board may reasonably require. The notice shall constitute a warranty by the Unit Owners to the Executive Board and other Unit Owners that the Unit Owner believes the offer to be bona fide in all respects and that he intends to accept it. The notice shall also constitute an offer by the Unit Owner to sell or lease his Unit to the Association or to any other Unit Owner on the same terms and conditions as the bona fide offer.
- B. Unit Owners shall have ten (10) days after receipt of the notice of a bona fide offer pursuant to Section 11.3A to elect to purchase the Unit, or cause it to be purchased by his agent, on the same terms and conditions as the bona fide offer, or for cash. The election shall be made by delivering written notice of the election to the President or Secretary of the Association. If within that ten (10) day period, more than one (1) Unit Owner elects to purchase the Unit, the sale shall be determined as follows:
  1. If only one (1) of the Unit Owners electing to purchase owns a Unit which abuts the offered Unit, that abutting Unit Owner shall be entitled to purchase the offered Unit;
  2. If more than one (1) of the Unit Owners electing to purchase owns a Unit which abuts the offered Unit, the President shall promptly conduct an auction between those abutting Unit Owners, and the abutting Unit Owner making the highest offer at the auction in excess of the bona fide offer shall be entitled to purchase the offered Unit;
  3. If none of the Unit Owner electing to purchase owns a Unit which abuts the offered Unit, the President shall promptly conduct an auction among all the Unit Owner who elected to

purchase, and the Unit Owner making the highest offer at the auction in excess of the bona fide offer shall be entitled to purchase the offered Unit.

- C. If no Unit Owner elects to purchase the Unit pursuant to Section 11.3B, the Association may, within ten (10) days thereafter, elect by a two-thirds (2/3) vote of all members entitled to vote, to purchase the Unit on the same terms and conditions as the bona fide offer, or for cash.
- D. If the provisions of Sections 11.3B or 11.3C are not exercised, the Unit may be sold or leased by the Unit Owner to the offeree of the bona fide offer within the following one hundred eighty (180) days on the same terms and conditions of the bona fide offer. If the Unit Owner fails to contract to sell or lease the Unit, as the case may be, within the one hundred eighty (180) day period, or if the Unit Owner contracts to sell or lease the Unit but does not consummate the sale or lease pursuant to the terms of the contract within the one hundred eighty (180) day period, then any sale or lease of the Unit to any party shall again comply with all the provisions of this Section.
- E. Any option to sell or lease a Unit granted by a Unit Owner is subject to the provisions of this Section at the time it is exercised as if it were a bona fide offer to purchase or lease the Unit.
- F. Notwithstanding the provisions of Sections 11.3A, 11.3B, 11.3C, 11.3D and 11.3E, this Section does not apply to: (i) any sale or lease by a Unit Owner to another Unit Owner who intends to and does in fact promptly occupy or cause to be occupied all of that Unit for the conduct of the same business or profession conducted in his other Unit; (ii) any sale or lease by a Unit Owner to his spouse, children, parents, brothers or sisters; (iii) the acquisition or sale of a Unit by an institutional lender who acquires title by foreclosure or by deed in lieu of foreclosure; (iv) the acquisition of a Unit by gift, devise under a Will or intestacy; (v) a Unit owned by Declarant; (vi) any transfer of a Unit from a corporation to a stockholder or officer who is actively engaged in the business of that corporation, or to any transfer from individual Unit Owner to a corporation or partnership in which that individual



is a substantial stockholder or partner, or to any transfer which is part of a corporate reorganization; or (vii) any transfer of a partial interest in a Unit to a person engaged in joint enterprise with the transferor for the conduct of the same business or profession in that Unit.

- 11.4 Violations of Restrictions on Sales or Leases of Units.** Any purported sale or lease of a Unit in violation of Section 11.3 shall be voidable at the election of the Executive Board within three (3) years from the date of recording the document evidencing the sale or lease, and the Association may take any other action against the parties permitted by law.
- 11.5 Certification of Termination of Right of First Refusal.** A certificate in recordable form signed by two (2) Directors and witnessed and acknowledged stating that the provisions of Section 11.3 have been met by a Unit Owner or Association, or that the transfer is exempt from Section 11.3, is conclusive upon the Association in favor of all persons who rely thereon in good faith.
- 11.6 Sale of Unit by the Association.** The Association is not required to sell or lease a Unit owned by it. However, if the Association acquires a Unit pursuant to Section 11.3 or by any other means, and intends to offer that Unit for sale or lease, it shall give at least twenty (20) days notice to all Unit Owners of its intent to offer the Unit and describe the expected terms of the offer. Any Unit Owner may, within that twenty (20) day period, notify the Association of his desire to acquire the Unit on those terms. If only one Unit Owner so notifies the Association, the Association shall sell or lease the Unit to that Unit Owner on those terms. If more than one Unit Owner so

notifies the Association, the Association shall, within the following ten (10) day period, receive sealed offers from all Unit Owner who expressed a desire to acquire the Unit. The sealed offers must be on the same terms previously proposed by the Association, other than price or annual rent. The Association shall sell or lease the Unit to the Unit Owner offering the highest price or annual rent in excess of the price originally proposed by the Association or, in the case of equal offers, to any of those Unit Owners. If within twenty (20) days, no Unit Owner notifies the Association of a desire to acquire the Unit, the Association may thereafter sell or lease the Unit to any Person, and is not bound by the terms described to Unit Owners.

11.7 Notice of Sale of a Unit. Upon conveyance of title, an executed copy of a deed conveying title to a Unit shall be delivered to the Executive Board by the Unit Owner.

**ARTICLE 12**  
**EASEMENTS, LICENSES**

Any easements or licenses to which the Common Interest Community is presently subject are listed in Exhibit A to the Declaration.

**ARTICLE 13**  
**ALLOCATION AND REALLOCATION OF**  
**LIMITED COMMON ELEMENTS**

The Declarant has reserved the right, under Section 9.1 of the Declaration, to allocate and reallocate parking spaces as Limited Common Elements as shown on the Survey.

After the expiration of the period of Declarant control, any parking spaces may be so allocated or reallocated by the Association by amendment to the Declaration. All amendments shall specify to which Unit or Units the Limited Common Elements are allocated.

Common Elements not previously allocated as Limited Common Elements may be so allocated by the Association by amendment to this Declaration. Loading docks created as part of the Common Elements may be assigned to the exclusive use of less than all Units in this manner. All amendments shall specify to which Unit or Units the Limited Common Elements are allocated.

**ARTICLE 14**  
**ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

**14.1 Additions, Alterations and Improvements by Unit Owners.**

**A. A Unit Owner:**

- 1. May make any improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;**

2. May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board; and
  3. After acquiring an adjoining Unit may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Section does not constitute a relocation of boundaries between Units.
- B. A Unit Owner may submit a written request to the Executive Board for approval to do any act prohibited under Section 14.1(A)(2). The Executive Board shall approve or deny any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall constitute a consent by the Executive Board to the proposed action.
- C. Any increase in the premiums of any insurance policies carried by the Association or by Unit Owners caused by any addition, alteration or improvement to a Unit or Common Element, shall be borne as a Common Expense by the Unit causing such increase.

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

**14.2 Additions, Alterations and Improvements by Executive Board.** Subject to the limitations of Sections 20.5 and 20.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

## ARTICLE 15

### RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

15.1 **Application and Amendment.** Subject to approval of any structural changes pursuant to Article 14, the boundaries between adjoining Units may be relocated by an amendment to the Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of those adjoining Units have specified a reallocation between their Units of their allocated interest, the application shall state the proposed reallocations.

Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

15.2 **Recording Amendments.** At the Unit Owner's expense, the Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. In addition, the pertinent Unit Owners shall pay all such other costs incurred by the Association, including but not limited to all permits, legal and architectural fees.

**ARTICLE 16**  
**AMENDMENTS TO DECLARATION**

- 16.1 General.** Except in the cases of amendments that may be executed by the Declarant in the exercise of Development Rights or by the Association under Article 13 and Section 15.1, or by certain Unit Owners under Section 15.1 of the Declaration and Section 47-237 of the Act, and except as limited by Section 16.4 of the Declaration, the Declaration, including the Surveys and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes in the Association are allocated.
- 16.2 Limitations of Challenges.** No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.
- 16.3 Recordation of Amendments.** Every amendment to the Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article 15 of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

- 16.4 **When Unanimous Consent is Required.** Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.
- 16.5 **Execution of Amendments.** Amendments to the Declaration required by this Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.
- 16.6 **Special Declarant Rights.** Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

**ARTICLE 17**  
**AMENDMENTS TO BY-LAWS**

The By-Laws may be amended only by a vote of more than fifty percent (50%) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purposes, unless otherwise specifically provided herein.

**ARTICLE 18**  
**TERMINATION**

Termination of the Common Interest Community may be accomplished only in accordance with §47-237 of the Act.

**ARTICLE 19**  
**MORTGAGEE PROTECTION**

- 19.1 Introduction.** This article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantor of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Instruments, but in the case of conflict, this Article shall control.
- 19.2 Notice of Actions.** The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:
- A. Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
  - B. Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
  - C. Any lapse, cancellation, or material modification or any insurance policy or fidelity bond maintained by the Association; and
  - D. Any judgment rendered against the Association.



- 19.3 **Inspection of Books.** The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.
- 19.4 **Enforcement.** The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, in law or in equity.
- 19.5 **Attendance at Meetings.** Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## ARTICLE 20

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 20.1 **Definition of Common Expenses.** Common Expenses shall include:
- A. Expenses of administration, maintenance and repair or replacement of the Common Elements;
  - B. Expenses declared to be Common Expenses by the Instruments or the Act;
  - C. Expenses agreed upon as Common Expenses by the Association; and
  - D. Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

20.2 **Apportionment of Common Expenses.** Except as provided in Section 20.3, all Common Expenses shall be assessed against all Units in accordance with their percentage share of Common Expenses as shown on Exhibit B.

20.3 **Common Expenses Attributable to Fewer than all Units.** The following Common Expenses are attributable to fewer than all Units:

- A. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from the service;
- B. Any Association or Unit Owner insurance premium increase attributable to a particular Unit by virtue of activities in the Unit shall be assessed against that Unit;
- C. Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities;
- D. If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit;
- E. Any Common Expense associated with the maintenance, repair or replacement of air conditioning apparatus shall be assessed equally against the Unit or Units to which such Limited Common Element is assigned; and
- F. Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.

20.4 **Lien.** The following provisions shall apply with regard to liens:

- A. The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the

assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- B. A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in subdivision (2) of this subsection to the extent of the Common Expense assessment based on the periodic budget adopted by the Association pursuant to Section 20.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of mechanic's or materialmen's liens, or the priority of liens for other assessments made by the Association.
- C. Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim or lien for assessment under this Section is required.
- D. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessments becomes due; provided, that if an owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- E. This Section does not prohibit actions to recover sums for which subsection A of this Section creates a lien or prohibits the Association from taking a deed in lieu of foreclosure.

- F. A judgment or decree in any action brought under this Section shall include costs or reasonable attorney's fees for the prevailing party.
- G. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and its binding on the Association, the Executive Board and every Unit Owner.
- H. The Association's lien may be foreclosed in like manner as a mortgage on real property.
- I. No Unit Owner may exempt himself from liability for payment on the Common Expense by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.
- J. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 20.5 of this Declaration.
- K. If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under subsection 20.4(B). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- L. Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

- 20.5 **Budget Adoption and Ratification.** Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget of all Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget no less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.
- 20.6 **Ratification of Non-Budgeted Common Expense Assessments.** If the Executive Board votes to levy a Common Expense assessment in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 20.5.
- 20.7 **Certificate of Payment of Common Expense Assessment.** The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

- 20.8 **Monthly Payment of Common Expenses.** All Common Expenses assessed under Sections 20.2 and 20.3 shall be due and payable monthly.
- 20.9 **Acceleration of Common Expense Assessments.** In the event of a default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.
- 20.10 **Commencement of Common Expense Assessments.** The Executive Board shall determine when the Common Expense assessment shall begin. Until the Executive Board makes a Common Expense assessment, the Declarant shall pay all expenses of the Common Interest Community.
- 20.11 **No Waiver of Liability for Common Expenses.** No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

**ARTICLE 21**  
**RIGHT TO ASSIGN FUTURE INCOME**

Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense assessments.

ARTICLE 22  
PERSONS AND UNITS SUBJECT TO INSTRUMENTS

22.1 **Compliance with Instruments.** All Unit Owners, lessees, sublessees, assignees occupants and mortgagees of Units shall comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or execution of a lease or the commencement of occupancy of a Unit constitutes agreement that the provisions and covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

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

ARTICLE 23  
INSURANCE

23.1 **Maintaining Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall obtain and maintain insurance as required by the Declaration to the extent reasonably available.

23.2 **Physical Damage.** The Association shall maintain property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than one hundred percent (100%) of the current replacement value, exclusive of

land, excavations, foundations and other items normally excluded from property policies. The insurance maintained under this Article, to the extent reasonably available, shall include the Units, but shall not include improvements and betterments installed by Unit Owners. The Association shall maintain insurance in an amount equal to the actual cash value of personal property owned by the Association. Prior to obtaining any insurance on Common Elements under this Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common Elements or obtain an agreed amount endorsement.

**23.3 Liability Insurance.** The Association shall maintain liability insurance, including medical payment, insurance in an amount determined by the Executive Board, but not less than One Million Dollars (\$1,000,000) covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

**23.4 Other Provisions.** Insurance policies carried pursuant to Sections 23.2 and 23.3 shall provide that:

- A. Each Unit Owner is an insured person under the policy which respect to liability arising out of his interest in the Common Elements or membership in the Association;
- B. The insurer waives its rights to subrogation under the policy against any Unit Owner;
- C. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will avoid the policy or be a condition to recovery under the policy; and



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

23.5 **Insurance Not Reasonably Available.** If the insurance described in Sections 23.2 and 23.3 is not reasonably available, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

23.6 **Payment of Insurance Proceeds.** Any insurance proceeds payable as a result of loss covered by the property policy under Section 23.2 shall for that loss be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security Interest. The insurance trustee or the Association shall hold any such insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article 24, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired and restored, or the Common Interest Community is terminated.

23.7 **Unit Owners Policies.** An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

- 23.8 **Workers' Compensation Insurance.** The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of laws of the State of Connecticut.
- 23.9 **Directors' and Officers' Liability Insurance.** The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and Officers of the Association in such limits as the Executive Board may, from time to time, determine.
- 23.10 **Other Insurance.** The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.
- 23.11 **Insurance Certificates.** An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owners or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known address.

ARTICLE 24  
DAMAGE TO OR DESTRUCTION OF PROPERTY

- 24.1 **Duty to Repair or Restore.** Any portion of the Common Interest Community for which insurance is required under Article 23 which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Common Interest Community is terminated, in which case §47-237 of the Act applies, (2) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (3) eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.
- 24.2 **Distribution of Insurance Proceeds.** If the entire Common Interest Community is not repaired or replaced, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and (2) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds shall be distributed to all the Unit Owners of lien holders as their interests appear, in proportion to the Common Expense liabilities of all the Units.

- 24.3 **Determination Not to Repair or Restore.** If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote, as if the Unit has been condemned under subsection A of Section 47-206 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.
- 24.4 **Certificates by the Executive Board.** A trustee, if one is appointed under the provisions of Section 23.6, may rely on the following certifications in writing made by the Executive Board:
- A. Whether or not damaged or destroyed property is to be repaired or restored;
  - B. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.
- 24.5 **Certificates by Attorneys.** If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based upon a search of the land records of the Town of Wallingford from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE 25  
RIGHTS TO NOTICE AND COMMENT;  
NOTICE AND HEARING

- 25.1 **Right to Notice and Comment.** Before the Executive Board amends the Bylaws or the Rules, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.
- 25.2 **Right to Notice and Hearing.** Whenever the Instruments require that action be taken after Notice and Hearing, the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interests would be significantly affected by the proposed actions. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules or procedure established by

the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

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

## ARTICLE 26 EXECUTIVE BOARD

- 26.1 Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting, shall be open to the Unit Owners, except as hereafter provided. The minutes of the Executive Board meetings shall be available for inspection by any Unit Owner within fifteen (15) days after any such meeting.
- 26.2 Notice. Notice of every such meeting shall be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Association or by providing written notice, except that such notice will not be required if any emergency situation requires that the meeting be held without delay or where such notice is waived.

26.3 **Executive Sessions.** Meeting of the Executive Board may be held in executive sessions without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

- A. No action is taken at the executive session requiring the affirmative vote of directors; or
- B. The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

#### ARTICLE 27

#### EXECUTIVE BOARD LIMITATIONS

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

#### ARTICLE 28

#### CONCLUSIVE EFFECT OF INSTRUMENTS

All present and future Unit Owners, mortgagees, lessees, and occupants of the Units and their employees, and other persons who may use the facilities of the Common Interest Community in any manner, are subject to rules and regulations established by the Executive Board. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall

constitute an agreement that the By-Laws, Rules and regulations, and the provisions of this Declaration as they may be amended from time to time, are accepted, ratified and shall be complied with.

**ARTICLE 29  
CONDEMNATION**

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

**ARTICLE 30  
MISCELLANEOUS**

- 30.1 **Captions.** The captions contained in the Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit and describe the scope of the Instruments nor the intent of any provision thereof.
- 30.2 **Gender.** The use of the masculine gender refers to the feminine and neuter genders and the use of the singular or plural, and vice versa, whenever the context of the Instruments so require.
- 30.3 **Waiver.** No provision contained in the Instruments is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which occur.



- 30.4 **Invalidity.** The invalidity of any provision of the Instrument does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Instruments shall continue in full force and effect.
- 30.5 **Conflict.** The Instruments are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes Annotated. In the event of any conflict between the Instruments and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Instrument, this Declaration shall control.
- 30.6 **Execution of Documents.** The president or secretary of the Association are responsible for preparing, executing, filing and recording amendments to the Instruments.
- 30.7 **Notices.** Any notice required to be sent to any Unit Owners or other member by the Instruments shall be deemed to have been properly sent when hand delivered or mailed, post paid to the last known address of that person on the records of the Association at the time of mailing.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 7th day of February, 1986.

Signed, Sealed and  
Delivered in the presence of:

AMERICAN DEVELOPMENT CORP.:

Thomas J. Richardson  
Thomas J. Richardson

John J. Powers  
John J. Powers

Kenneth A. Geremia - President  
Kenneth A. Geremia, President

STATE OF CONNECTICUT )

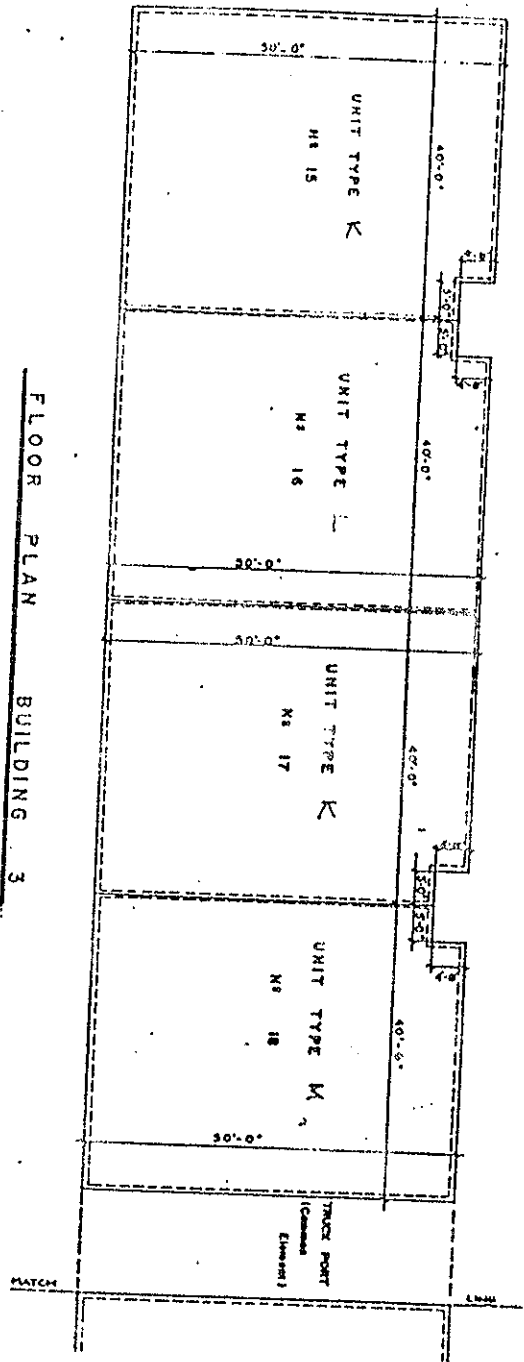
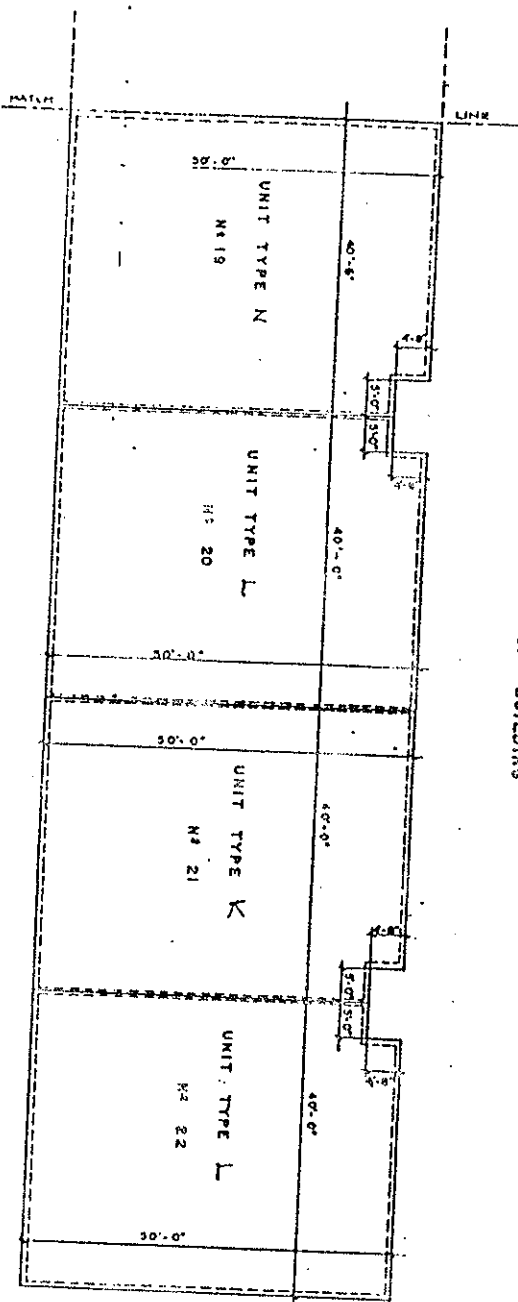
COUNTY OF NEW HAVEN )

ss: Wallingford

February 7 , 1986

The foregoing instrument was acknowledged before me this day of February, 1986, by KENNETH A. GEREMIA, President of AMERICAN DEVELOPMENT CORP., a Connecticut corporation, on behalf of the Corporation.

Thomas J. Richardson  
Commissioner of the Superior  
Court Thomas J. Richardson



**LEGEND:**

- UNIT BOUNDARY
- INTERIOR SURFACE OF BUILDING

FLOOR PLAN BUILDING 3

EXHIBIT - C-3  
6 UNIT BUILDING

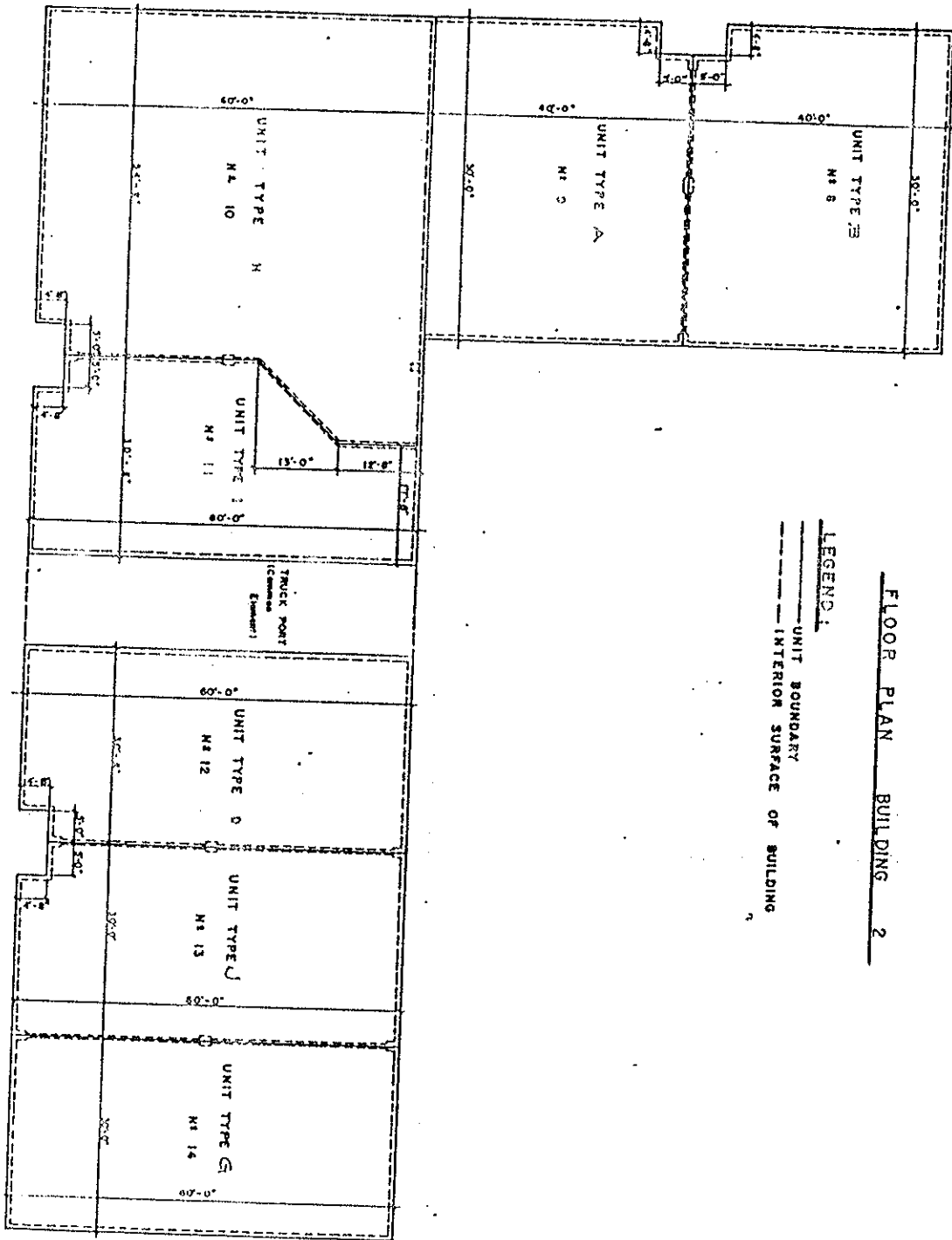
REV. 1-15-06 - ADD EXHIBIT NUMBER

**VERIFICATION**  
STATE OF CONNECTICUT     25 WALLINGFORD  
COUNTY OF: NEW HAVEN  
PERSONALLY APPEARED, PAUL P SPALDING  
OF THE FOREGOING CERTIFICATE AND BEING  
DULY INFORMED MADE SOLEMN OATH TO TRUTH  
OF THE STATEMENT TO WHICH HIS NAME IS  
SUBSCRIBED  
*Paul P Spalding*  
NOTARY PUBLIC

THIS IS TO CERTIFY THAT THESE  
PLANS CONTAIN ALL OF THE  
INFORMATION REQUIRED BY  
SECTION 47-228 OF THE  
CONNECTICUT COMMON INTEREST  
OWNERSHIP ACT RELATING TO  
PLANS.  
*Paul P Spalding*  
DATE: 8.12.05



COMMERCE PARK CONDOMINIUM  
NORTH PLAINS INDUSTRIAL ROAD  
WALLINGFORD, CONNECTICUT  
BUILDING 3 AS SHOWN ON MAP ENTITLED  
PROPOSED INDUSTRIAL COMPLEX  
NORTH PLAINS INDUSTRIAL ROAD  
WALLINGFORD, CONNECTICUT.  
KOTLIK, STUBBS, KOLB ENGINEERING, P.C. 110-01  
FLOOR PLAN



FLOOR PLAN BUILDING 2

**LEGEND:**  
 - - - UNIT BOUNDARY  
 - - - INTERIOR SURFACE OF BUILDING

EXHIBIT - C-2  
 7 UNIT BUILDING

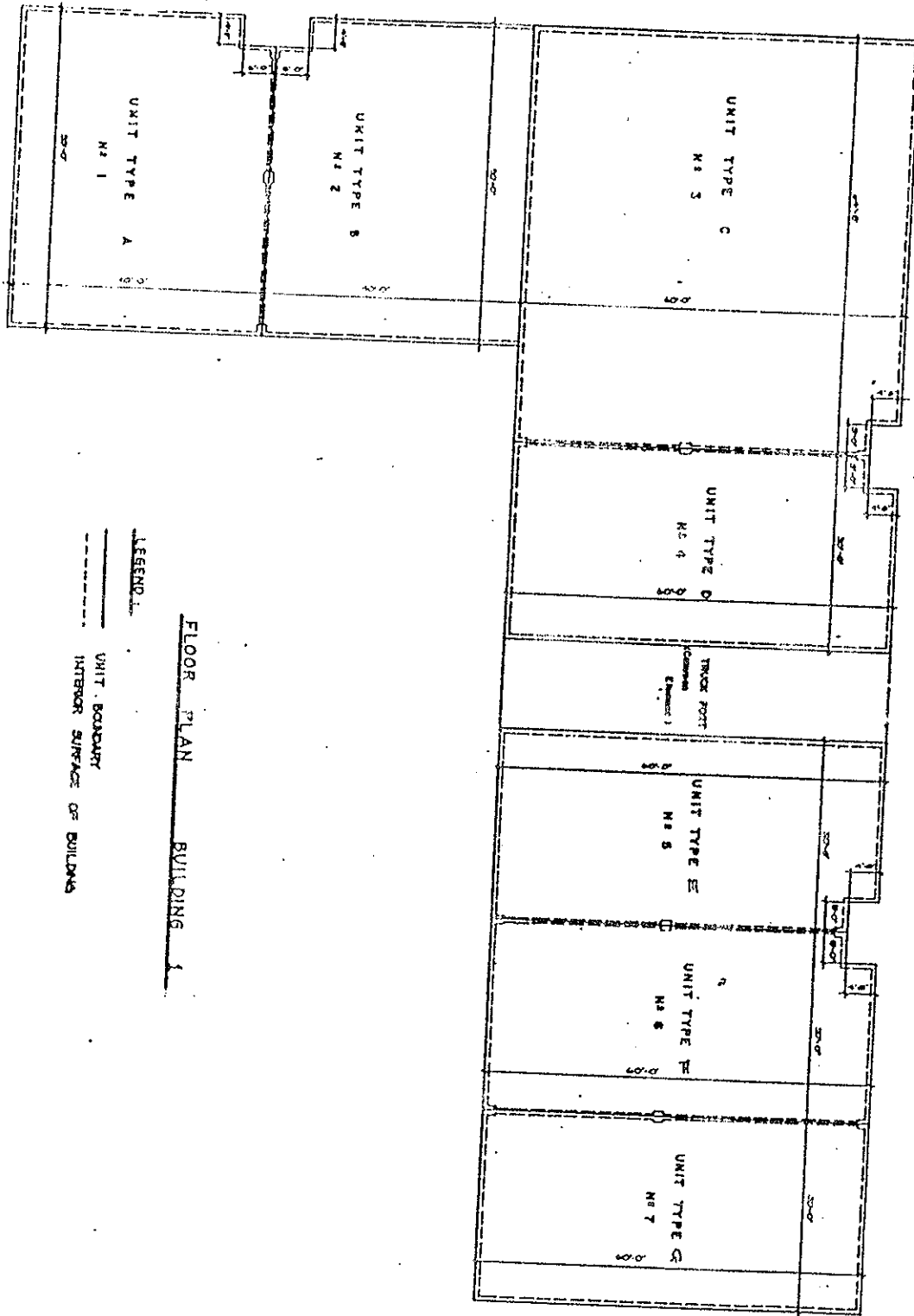
REV. 1-15-86 - 000 EXHIBIT NUMBER

**VERIFICATION**  
 STATE OF CONNECTICUT  
 COUNTY OF NEW HAVEN  
 PERSONALLY APPEARED: PAUL P. SPALDING  
 OF THE FOREGOING CERTIFICATE AND BEING  
 DULY SWORN MADE SOLEMN OATH TO TRUTH  
 OF THE STATEMENT TO WHICH HIS NAME IS  
 SUBSCRIBED.  
 \_\_\_\_\_  
 Notary Public

THIS IS TO CERTIFY THAT THESE  
 PLANS CONTAIN ALL OF THE  
 INFORMATION REQUIRED BY  
 SECTION 47-824 OF THE  
 CONNECTICUT COMMON INTEREST  
 OWNERSHIP ACT RELATING TO  
 PLANS.  
 \_\_\_\_\_  
 DATE: 8-12-84



**COMMERCE PARK CONDOMINIUM**  
 NORTH PLAINS INDUSTRIAL ROAD  
 WALLINGFORD, CONNECTICUT.  
 BUILDING 2 AS SHOWN ON MAP ENTITLED:  
 PROPOSED INDUSTRIAL COMPLEX  
 NORTH PLAINS INDUSTRIAL ROAD  
 WALLINGFORD, CONNECTICUT.  
 BY THE CENTER FOR ENGINEERING INC. 110-82  
 FLOOR PLAN



**FLOOR PLAN**  
**BUILDING 1**

**LEGEND:**  
 ——— UNIT BOUNDARY  
 - - - - - INTERIOR SURFACE OF BUILDING

**EXHIBIT - C-1**  
7 UNIT BUILDING

REV. 1-15-86 - ADD EXHIBIT NUMBER

**VERIFICATION**

STATE OF CONNECTICUT    83 WALLINGFORD  
 COUNTY OF NEW HAVEN  
 PERSONALLY APPEARED: PAUL R. SPALDING  
 OF THE FOREGOING CERTIFICATE AND BEING  
 DULY SWORN MADE SOLEMN OATH TO TRUTH  
 OF THE STATEMENT TO WHICH HIS NAME IS  
 SUBSCRIBED.

*Paul R. Spalding*  
 NOTARY PUBLIC

THIS IS TO CERTIFY THAT THESE  
 PLANS CONTAIN ALL OF THE  
 INFORMATION REQUIRED BY  
 SECTION 47-228 OF THE  
 CONNECTICUT COMMON INTEREST  
 OWNERSHIP ACT RELATING TO  
 PLANS.

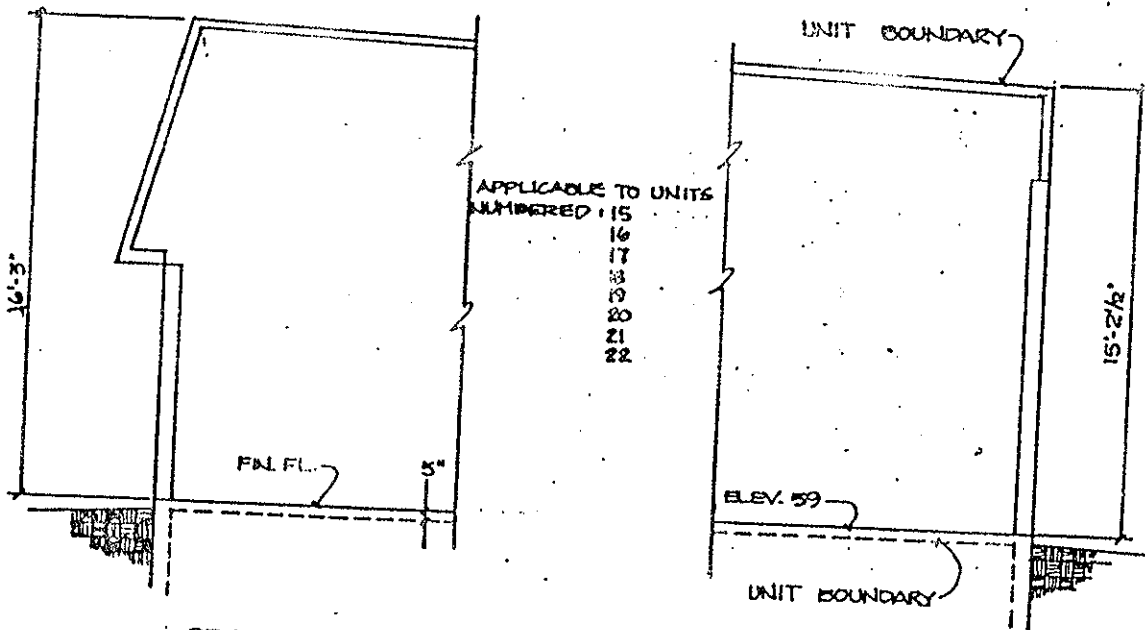
*Paul R. Spalding*  
 DATE: 8-12-85



**COMMERCE PARK CONDOMINIUM**  
 NORTH PLAINS INDUSTRIAL ROAD  
 WALLINGFORD, CONNECTICUT.

BUILDING 1 AS SHOWN ON MAP ENTITLED:  
 PROPOSED INDUSTRIAL COMPLEX  
 NORTH PLAINS INDUSTRIAL ROAD  
 WALLINGFORD, CONNECTICUT  
 BY THE CENTER FOR ENGINEERING INC. 8-10-85

EXHIBIT - C 6



CROSS SECTION of 50' BUILDING

COMMERCE PARK CONDOMINIUM  
 NORTH PLAINS INDUSTRIAL ROAD  
 WALLINGFORD, CONNECTICUT.

REV. 115-B6 ADD EXHIBIT NUMBER

VERIFICATION  
 STATE OF CONNECTICUT  
 COUNTY OF NEW HAVEN SS. WALLINGFORD  
 PERSONALLY APPEARED PAUL P. SPAUDER JR.  
 OF THE FOREGOING CERTIFICATE AND BEING  
 DULY SWORN MADE SOLEMN OATH TO TRUTH  
 OF THE STATEMENT TO WHICH HIS NAME  
 IS SUBSCRIBED. My Commission Expires March 31, 1984  
*James M. Gassler*  
 NOTARY PUBLIC

THIS IS TO CERTIFY THAT THESE  
 PLANS CONTAIN ALL OF THE  
 INFORMATION REQUIRED BY SECTION  
 47-22B OF THE CONNECTICUT COMMON  
 INTEREST OWNERSHIP ACT RELATING  
 TO PLANS  
*Paul P. Spauder Jr. P.E.*  
 5-12-85

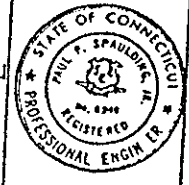
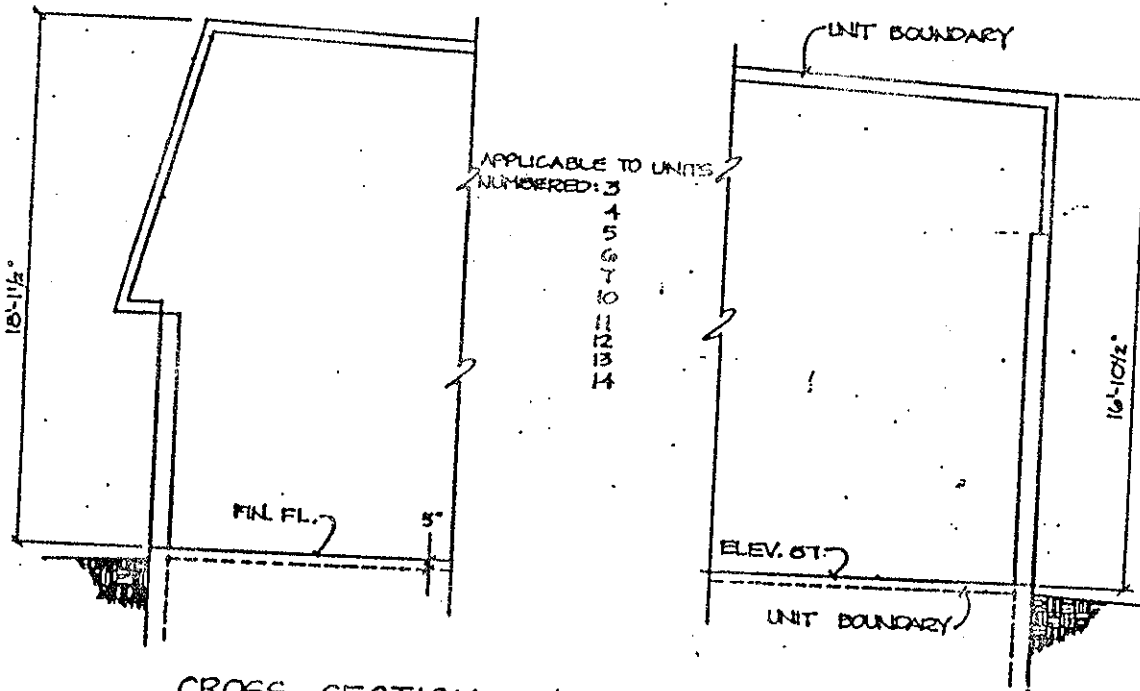


EXHIBIT - C-5



CROSS SECTION of BUILDING

COMMERCE PARK CONDOMINIUM  
NORTH PLAINS INDUSTRIAL ROAD  
WALLINGFORD, CONNECTICUT.

REV. 1-15-86 ADD EXHIBIT NUMBER

VERIFICATION  
STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN & WALLINGFORD  
PERSONALLY APPEARED PAUL P. SPAULDING  
OF THE FOREGOING CERTIFICATE AND BEING  
DULY SWORN MADE SOLEMN OATH TO TRUTH  
OF THE STATEMENT TO WHICH HIS NAME  
IS SUBSCRIBED. My Commission Expires March 31, 1988  
Paul P. Spaulding  
NOTARY PUBLIC

THIS IS TO CERTIFY THAT THESE  
PLANS CONTAIN ALL OF THE  
INFORMATION REQUIRED BY SECTION  
47-22B OF THE CONNECTICUT COMMON  
INTEREST OWNERSHIP ACT RELATING  
TO PLANS

Paul P. Spaulding  
8-12-85

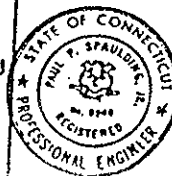
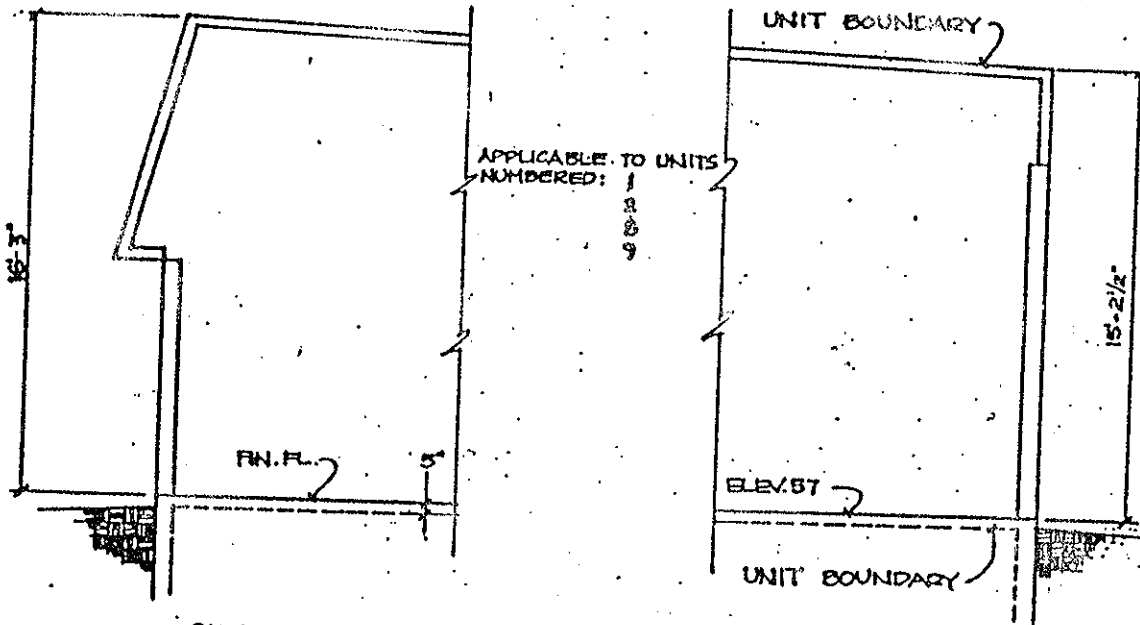


EXHIBIT-C-4



CROSS SECTION of 50' BUILDING

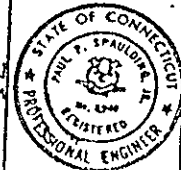
COMMERCE PARK CONDOMINIUM  
NORTH PLAINS INDUSTRIAL ROAD  
WALLINGFORD, CONNECTICUT.

REV. 1-15-86 - ADD EXHIBIT NUMBER

VERIFICATION  
STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN S.S. WALLINGFORD  
PERSONALLY APPEARED PAUL P. SPALDING  
OF THE FOREGOING CERTIFICATE AND BEING  
DULY SWORN MADE SOLEMN OATH TO TRUTH  
OF THE STATEMENT TO WHICH HIS NAME  
IS SUBSCRIBED My Commission Expires March 31, 1988  
*William M. Green*  
NOTARY PUBLIC

THIS IS TO CERTIFY THAT THESE  
PLANS CONTAIN ALL OF THE  
INFORMATION REQUIRED BY SECTION  
47-228 OF THE CONNECTICUT COMMON  
INTEREST OWNERSHIP ACT RELATING  
TO PLANS

*Paul P. Spalding*  
8-12-85





**EXHIBIT A**  
**DESCRIPTION OF LAND**

EXHIBIT A  
DESCRIPTION OF LAND

A certain piece or parcel of land situated in the Town of Wallingford, County of New Haven, and State of Connecticut, shown on a map entitled "AMERICAN DEVELOPMENT CORP. COMMERCE PARK CONDOMINIUM NORTH PLAINS INDUSTRIAL ROAD WALLINGFORD, CT. EXHIBIT "D" proposed layout Scale 1" = 40' Date July 17, 1985 Rev. easement 1/10/86 THE CENTER FOR ENGINEERING, INC." certified correct within the standards of A-2 classification by Robert A. Jackson, Jr. L.S. #11347 to filed on the Land Records of the Town of Wallingford and being further bounded and described as follows:

Beginning at a point on the easterly street line of North Plains Industrial Road at the division line between land now or formerly of Polish National Alliance and the herein described parcel, said point being a concrete monument;

thence running North 24° -12' -00" East 500.07 feet to a point, being a concrete monument, thence turning and running along a counter-clockwise curve, having a radius of 740.00 feet, 135.05 feet, all along North Plains Industrial Road, to a point;

thence running South 72° -45' -57" East 293.30 feet to a point, thence running North 42° -42' -00" East 323.11 feet to a point, thence running South 68° -28' -17" East 19.02 feet, all along land now or formerly of J. J. Bennett, to a point;

thence running South 22° -56' -16" West 134.90 feet to a point, thence turning and running South 67° -03' -44" East 16.50 feet to a point, thence turning and running South 22° -56' -16" West 892.94 feet, all along land now or formerly of Conrail, to a point;

thence running North 39° -18' -40" West 235.31 feet along land now or formerly of Calvin F. Windish and Eleanor Windish and land now or formerly of J. J. Bennett, each in part, to point;

thence running South 36° -00' -00" West 133.99 feet along land now or formerly of Calvin F. Windish and Eleanor Windish and land now or formerly of J. J. Bennett, each in part, to a point;

thence running North 45° -05' -14" West 215.43 feet along land now or formerly of Polish National Alliance to the point of beginning.

Together with the permanent right to drain the above-described premises over land now or formerly of J. J. Bennett, to the brook, as shown on said map, as set forth in Volume 546 at Page 899 of the Wallingford Land Records.

Said property is subject to the following:

1. Any and all provisions of any ordinance, municipal regulation, or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations as established in and for the Town of Wallingford.
2. Taxes of the Town of Wallingford, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
3. Taxes on the List of October 1, 1985, not yet due and payable.
4. A fifteen (15) foot sanitary sewer and utility easement as contained in a warranty Deed from John J. Bennett to American Development Corporation dated May 23, 1985 and recorded in Volume 546 at Page 899 of the Wallingford Land Records as shown on above-referenced map.
5. A twenty (20) foot easement in favor of American Telephone and Telegraph Company dated 7/8/66 and recorded 12/14/66 in Volume 337 at Page 270 of the Wallingford Land Records, as shown on above-reference map.
6. A forty (40) foot easement in favor of the Connecticut Light & Power Company as set forth in Volume 137 at Page 218, assigned to Borough of Wallingford in Volume 159 at Page 17 of the Wallingford Land Records, as shown on above-referenced map.
7. A fifteen foot sanitary sewer easement along the northerly boundary line in favor of the Town of Wallingford dated June 5, 1968 and recorded June 10, 1968 in Volume 350 at Page 237 of the Wallingford Land Records, as shown on above referenced map.
8. A fifteen (15) foot gas easement in favor of the Connecticut Light & Power Company dated November 5, 1985 and recorded in Volume 561 at Page 562 of the Wallingford Land Records as shown on the above referenced map.
9. A permit-agreement between the Town of Wallingford and American Development Corporation recorded in Volume 559 at Page 559 of the Wallingford Land Records.
10. Mortgage from American Development Corporation to the Connecticut Bank and Trust Company, N. A. of Hartford, dated October 1, 1985 in the amount of \$ 1,500,000.00 and recorded in Volume 555 at Page 314 of the Wallingford Land Records.

**EXHIBIT B**

**TABLE OF INTERESTS**

EXHIBIT B  
 TABLE OF INTEREST *& Parking Assignment*

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Votes in the Affairs of the Association</u>	<u>Parking Spaces</u>
1	4.36 <sup>10</sup>	4.36	1	
2	4.36 <sup>10</sup>	4.36	1	1 & 2
3	8.52 <sup>1</sup>	8.52	1	4 & 5
4	4.01 <sup>3</sup>	4.01	2	15, 16&17
5	4.01 <sup>3</sup>	4.01	1	20 & 21
6	3.92 <sup>2</sup>	3.92	1	22 & 23
7	3.98 <sup>2</sup>	3.98	1	24 & 25
8	4.36 <sup>10</sup>	4.36	1	27 & 28
9	4.36 <sup>10</sup>	4.36	1	53 & 54
10	7.75 <sup>1</sup>	7.75	1	51 & 52
11	3.46 <sup>1</sup>	3.46	2	39, 40&41
12	4.01 <sup>3</sup>	4.01	1	36 & 37
13	3.92 <sup>2</sup>	3.92	1	34 & 35
14	3.98 <sup>2</sup>	3.98	1	32 & 33
15	4.36 <sup>10</sup>	4.36	1	29 & 30
16	4.36 <sup>10</sup>	4.36	1	55 & 56
17	4.36 <sup>10</sup>	4.36	1	58 & 59
18	4.42 <sup>2</sup>	4.42	1	63 & 64
19	4.42 <sup>2</sup>	4.42	1	66 & 67
20	4.36 <sup>10</sup>	4.36	1	68 & 69
21	4.36 <sup>10</sup>	4.36	1	71 & 72
22	4.36 <sup>10</sup>	4.36	1	76 & 77
			1	79 & 80

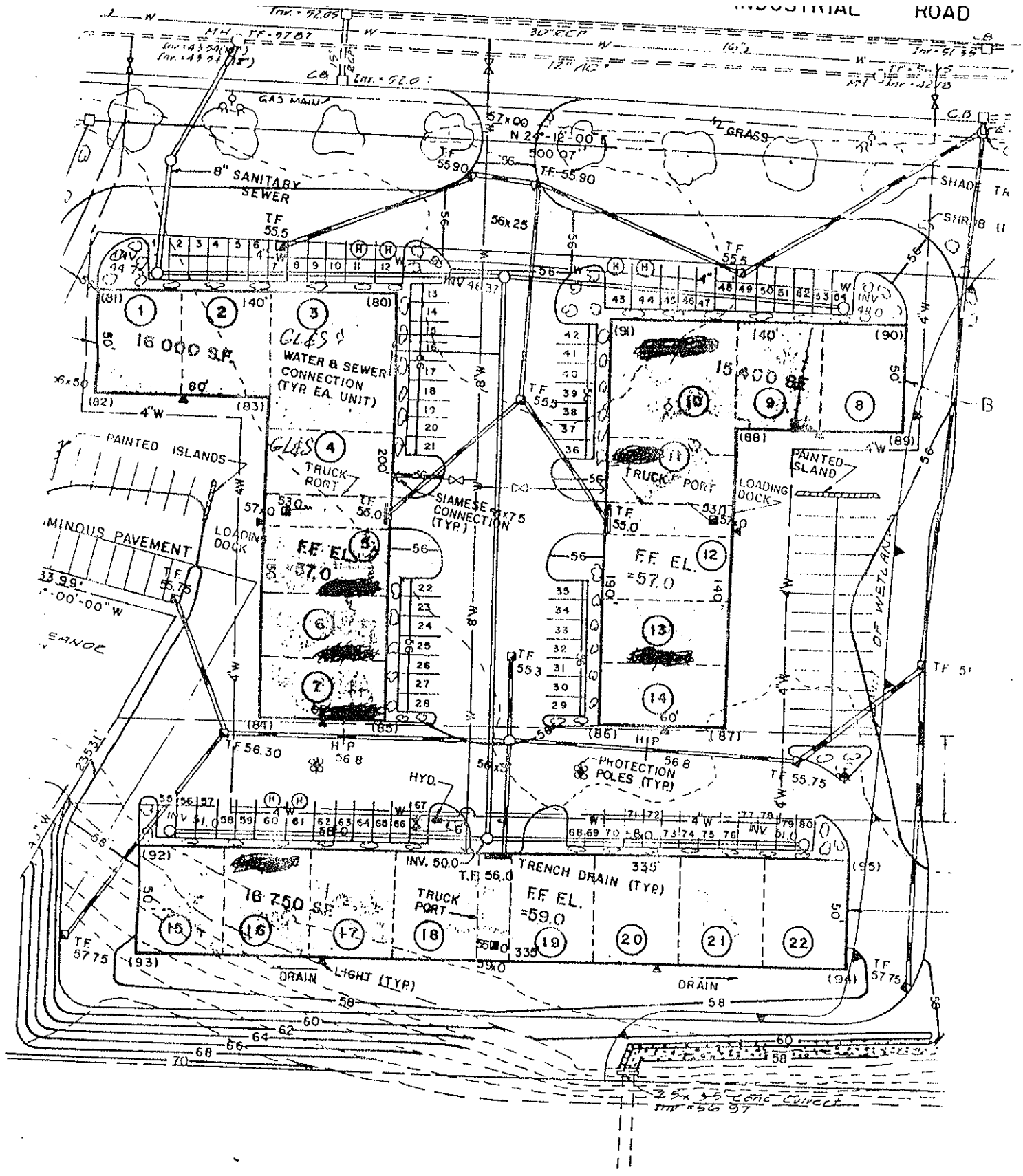
*46 - Assigned  
 34 - Unassigned (Visitor)*

**EXHIBIT B  
TABLE OF INTEREST**

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Votes in the Affairs of the Association</u>	<u>Parking Spaces</u>
1	4.36	4.36	1	1 & 2
2	4.36	4.36	1	4 & 5
3	8.52	8.52	2	15, 16&17
4	4.01	4.01	1	20 & 21
5	4.01	4.01	1	22 & 23
6	3.92	3.92	1	24 & 25
7	3.98	3.98	1	27 & 28
8	4.36	4.36	1	53 & 54
9	4.36	4.36	1	51 & 52
10	7.75	7.75	2	39, 40&41
11	3.46	3.46	1	36 & 37
12	4.01	4.01	1	34 & 35
13	3.92	3.92	1	32 & 33
14	3.98	3.98	1	29 & 30
15	4.36	4.36	1	55 & 56
16	4.36	4.36	1	58 & 59
17	4.36	4.36	1	63 & 64
18	4.42	4.42	1	66 & 67
19	4.42	4.42	1	68 & 69
20	4.36	4.36	1	71 & 72
21	4.36	4.36	1	76 & 77
22	4.36	4.36	1	79 & 80

EXHIBIT C

PLANS



I HEREBY CERTIFY THAT WITH RESPECT TO THE IMPROVEMENTS SHOWN ON THIS SURVEY, THE INFORMATION SHOWN ON THE UNIT PLANS, EXHIBIT DECLARATION FOR, "COMMERCE PARK CONDOMINIUM DEVELOPMENT CORPORATION, CONTAIN ALL THE PLANS AND SURVEYS UNDER SECTION 47-226 OF OWNERSHIP ACT.

*Robert A. Jackson, Jr.*  
 ROBERT A. JACKSON, JR.  
 L.S. 11747



**EXHIBIT D**  
**SURVEY**

EXHIBIT D

SURVEY

PLEASE SEE FULL-SIZED SURVEY ATTACHED TO BACK COVER.

EXHIBIT E  
ARCHITECT'S CERTIFICATE OF COMPLETION

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Commerce Park Condominium by American Development Corp., recorded contemporaneously herewith in the Land Records of the Town of Wallingford.

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

1. That all structural components of the buildings containing the Units of Commerce Park Condominium, as shown on the Survey attached to the Declaration as Exhibit D, are substantially completed in accordance with the Plans attached to the Declaration as Exhibit C entitled "Commerce Park Condominium, North Plains Industrial Road, Wallingford, Connecticut".
2. That said Certificate is made pursuant to the provisions of C.G.S.A. §47-220.

Dated: June 17, 1986

By 

Registration No. 5219