

DECLARATION
OF
CLINTON YACHT HAVEN

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DECLARATION OF CONDOMINIUM BY

G. Y. YORKHAVEN, INC.

G. Y. Yorkhaven, Inc., a Connecticut Corporation having an office and place of business at Stafford Street, Mystic, Connecticut, hereinafter referred to as the Declarant, does hereby declare:

ARTICLE I

Submission of Property

Section 1.1 Submission: Declarant submits the Property in the Town of Clinton, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, for the purpose of creating Clinton Yacht Haven Dockominium and making the improvements shown in the Survey and Plans attached as Schedules A-3 and A-4.

Section 1.2 Statutory Quotations: Clauses and sections in italics (underlined) are quotes from the statutory language of the Common Interest Ownership Act. Such language will be amended if the statute is amended to apply to this Common Interest Community without consent of the Association.

ARTICLE II

Definitions

In the Common Interest Community Instruments, unless the context otherwise requires, the following terms mean:

Section 2.1 Act: The Common Interest Ownership Act ("CIOA") Chapter 828 of the Connecticut General Statutes and as the same may be amended from time to time.

Section 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

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Community. The Allocated Interests are described in Article 8 of the Declaration and shown on Schedule A-2.

Section 2.3 Association or Unit Owners' Association: The unit owner's association organized under CIOA; Clinton Yacht Haven Dockominium Association, Inc.

Section 2.4 Boat Storage Unit: See Unit, Boat Storage.

Section 2.5 By-Laws: The By-Laws of the Association as the same may be amended from time to time.

Section 2.6 Commercial Unit: See Unit, Commercial.

Section 2.7 Common Elements: All portions of the Condominium other than the units.

Section 2.8 Common Expenses:

- a) Expenditures made by or financial liabilities of the Association, together with any allocations to reserves;
- b) Expenses agreed upon as common expenses by the Association;
- c) Expenses declared to be common expenses by the Declaration or By-Laws.
- d) Such reasonable reserves as may be established by the Association, whether held in trust by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 2.9 Common Interest Community: The real property described in Schedule A-1 subject to the Declaration - Clinton Yacht Haven Dockominium.

Section 2.10 Condominium: A Common Interest Community in which portions of the real property are designated for separate ownership and the remainder of the real property is designated for common ownership solely by the owners of those portions, and the undivided interest in the common elements are vested in the unit owners.

Section 2.11 Declarant: G. Y. Yorkhaven, Inc., a Connecticut corporation or its successor as defined in Section 47-202 (12) of the Act.

Section 2.12 Declaration: This document, including any amendments.

Section 2.13 Development Rights: Any right or combination of rights reserved by a Declarant in the Declaration to

- (a) add real property to a Common Interest Community;
- (b) create Units, Common Elements, or Limited Common Elements within a Common Interest Community;
- (c) subdivide Units or convert Units into Common Elements;
- (d) withdraw real property from a common Interest Community;

Section 2.14 Director: A member of the Executive Board.

Section 2.15 Eligible Insurer: An Insurer or Guarantor of a First Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a First Security Interest in a Unit. Such notice will be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XXV.

Section 2.16 Eligible Mortgagee: The Holder of a First Security Interest in a Unit which has notified the Association in writing of its name and address, and that it holds a Security Interest in a Unit. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XXV.

Section 2.17 Executive Board: The body, if any, regardless of name, designated in the Declaration to act on behalf of that Association.

Section 2.18 Floor Plans: Those floor plans filed with the Declaration as Schedule A-4, as they may be from time to time amended.

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Section 2.19 Identifying Number: A symbol or address that identifies only one Unit in a Common Interest Community.

Section 2.20 Improvements: Any construction or facilities existing or to be constructed on the land and within the Riparian Rights included in the Common Interest Community such as buildings, piers, pilings, paving, utility wires, pipes, and light poles and trees and shrubbery planted by the Declarant or the Association.

Section 2.21 Instruments: The Declaration, Survey and Plans, recorded and filed pursuant to the provisions of the Act, and the Bylaws. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.22 Limited Common Elements: A portion of the Common Elements allocated by the Declaration or by operation of Subsection (2) or (4) of Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements within the Common Interest Community are described in Article VI of the Declaration.

Section 2.23 Majority or Majority of Unit Owners: The owners having more than 50% of the Votes in the Association.

Section 2.24 Manager: A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.25 Marine Unit: See Unit, Marine.

Section 2.26 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. These provisions are set forth in Section 27.1 of the Declaration.

Section 2.27 Notice of 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. These provisions are set forth in Section 27.2 of the Declaration.

Section 2.28 Person: An individual, corporation, business trust, estate, trust, partnership, association, joint venture,

government, governmental subdivision or agency, or other legal or commercial entity.

Section 2.29 Plans: The plans filed with the Declaration as Schedule A-4 and to the extent that the Survey, Schedule A-3, includes information which, pursuant to the Act, may be shown either on the Plans or on the Survey.

Section 2.30 Property: The land, all Improvements, easements, Riparian Rights, other rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.31 Public Offering Statement: The current document prepared pursuant to Section 47-263 of the Act as it may be amended from time to time, and provided to purchasers prior to the time of execution of a purchase agreement.

Section 2.32 Riparian Rights: The rights to wharf out, and tie up a boat, together with the right to maintain a channel to the navigable waterways, and other rights to access the waterways.

Section 2.33 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 Declaration.

Section 2.34 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 sale contract, lease intended as security, assignment of lease or rents intended as security, pledge of and ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.35 Special Declarant Rights: Rights reserved for the benefit of a Declarant to:

- (a) complete improvements indicated on surveys and plans filed with the Declaration;
- (b) exercise any Development Right;

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(c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models;

(d) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real property which may be added to the Common Interest Community;

(e) make the Common Interest Community subject to a master association;

(f) merge or consolidate a Common Interest Community with another Common Interest Community of the same form of ownership;

(g) appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control.

Section 2.36 Survey: The survey filed with the Declaration or thereafter as Schedule A-3 and, to the extent that the Plans, Schedule A-4, includes information which, pursuant to the Act, may be shown either on the Plans or Survey.

Section 2.37 Trustee: The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Directors from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 2.38 Unit: A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Article V. There are three (3) types of units in the Dockominium:

(a) Unit, Commercial: A unit designated on the Survey and Plans as "accessory, commercial" - which may be used for any purpose consistent with its continuation as a commercial use under Clinton zoning, subject to the restrictions set forth in the Declaration.

(b) Unit, Marine: A unit designated on the Survey and Plans as a portion of the Riparian Rights alongside piers,

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for occupancy by a single non-commercial boat subject to the restrictions set forth in the Declaration.

(c) Unit, Boat Storage: A unit within a building as designated on the Survey and Plans for storage of a single non-commercial boat subject to the restrictions set forth in the Declaration.

Section 2.39 Unit Owner: A 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 owner of any unit created by the declaration.

Section 2.40 Votes: The votes allocated to each Unit as shown on Schedule A-2. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means the specified percentage, portion or fraction in the aggregate of such portion of Votes.

ARTICLE III

Name and Type of Common Interest
Community and Association
Burgee

Section 3.1 Common Interest Community: The name of the Common Interest Community is Clinton Yacht Haven Dockominium. The Common Interest Community is a Condominium.

Section 3.2 Association: The name of the Association is Clinton Yacht Haven Dockominium Association, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

Section 3.3 Burgee: The Association shall adopt an official burgee, which shall be registered as appropriate.

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ARTICLE IV

Description of Property

The entire Common Interest Community is situated in the Town of Clinton, Connecticut. A legal description of the Common Interest Community is found at Schedule A-1.

A Marine Unit consists of a portion of the Riparian Rights alongside piers. The Marine Units and any Improvements constructed within the Riparian Rights, including piers and pilings, are constructed, operated and maintained pursuant to authorizations, certificates or permits issued by the Connecticut Department of Environmental Protection and the United States Army Corps of Engineers. Such authorizations, certificates or permits are subject to modification, suspension or revocation by said Department or Corps of Engineers.

ARTICLE V

Description of Unit Boundaries and Identification
of Units; Maximum Number of Units

Section 5.1 Unit Boundaries:

(a) Marine Units: The boundaries of each Marine Unit consist of the vertical planes intersecting the location of the boundary lines at sea level of the areas shown as Marine Units on the Plans. They consist of the area of a portion of the Riparian rights located within such boundaries. They have no horizontal boundary, but are subject to use restrictions set forth in the Declaration, By-laws and Rules.

(b) Commercial Units: The boundaries of each Commercial Unit which may be built shall be as follows:

1. Upper boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters extended to an intersection with the vertical perimeter boundaries.

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2. Lower boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

3. Vertical perimeter boundaries: The planes defined by the inner-surfaces of the studs and framing of the perimeter walls; the unfinished interior surfaces of poured concrete walls; the unfinished exterior surfaces of the interior trim, and thresholds along perimeter walls and floors; the unfinished outer surfaces of closed windows, skylights and closed perimeter doors; and the inner most unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(c) Boat Storage Units: ~~The boundaries of each Boat Storage Unit which may be built shall be as follows:~~

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1. Upper boundary: The horizontal or sloping plane or planes of the lower surfaces of the beam immediately above each such Unit extended to an intersection with the vertical perimeter boundary, except for the top Unit where the upper limit of the Unit shall be the horizontal plane from the upper-most point of the beam immediately adjacent to such Unit extended to an intersection with the interior perimeter boundary.

2. Lower boundary: The horizontal plane or planes of the upper surfaces of the beam immediately below such Unit, or, in the event no beam lies below such Unit, the unfinished upper surfaces of the floor, extended to an intersection with the vertical perimeter boundary.

3. Exterior perimeter boundary: The plane defined by the inner surfaces of the beam immediately adjacent to such Unit extended to an intersection with the upper and lower boundary.

4. Interior perimeter boundary: The plane defined by the half-way point between the exterior perimeter boundary of the Boat Storage Unit defined hereby and the exterior perimeter boundary of the Boat Storage Unit immediately adjacent to such Unit.

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Section 5.2 Inconsistency with Plans: If the plans are inconsistent with these definitions, then these definitions will control.

Section 5.3 Maximum Number of Units: The Dockminium upon creation contains thirty (30) Marine Units. The Declarant reserves the right to create up to a total of 136 Marine Units, 300 Boat Storage Units, and 15 Commercial Units.

ARTICLE VI

Description of Limited Common Elements

Section 6.1 The following are, and if built, shall be, Limited Common Elements to the Marine Units:

(a) Finger docks contiguous to Marine Units (the use thereof limited to the contiguous Marine Units).

(b) Piles between finger docks and at the end of each Marine Unit (the use thereof limited to the contiguous Marine Units).

(c) The main docks to the finger docks (the use thereof limited to the contiguous Marine Units).

(d) Launching and Hauling dock (MU) for the Marine Units, which may be relocated.

(e) Water and electrical lines running to the finger docks (any portion thereof serving only that Marine Unit is a Limited Common Element to that Unit; any portion thereof serving only the Marine Units is a Limited Common Element to the Marine Units generally).

Section 6.2 The following, if built, shall be Limited Common Elements to the Boat Storage Units:

(a) Storage racks (the use thereof limited to the contiguous Boat Storage Units).

(b) Bunkers (the use thereof limited to the Boat Storage Unit in which it is located).

(c) The building, including exterior surfaces, trim, siding, doors and windows, in which the Boat Storage Unit is located (the use thereof limited to the Boat Storage Units contained therein).

(d) All chutes, pipes, flues, ducts, wires, conduits, and any other facilities running through or within the building in which the Boat Storage Unit is located and serving utility and similar services to such Boat Storage Units (the use thereof is limited to such Boat Storage Units).

(e) Concrete pad extending from the building to the water.

(f) Launching and Holding Dock (BSU) for the Boat Storage Units. *Subsection (g) Added*

Section 6.3 The following, if built, shall be Limited Common Elements to the Commercial Units: *189-24*

(a) The building, including exterior surfaces, trim, siding, doors and windows (the use thereof limited to the Commercial Unit located therein).

(b) All chutes, pipes, flues, ducts, wires, conduits, and any other facilities running through or within the building in which the Commercial Unit is located and serving utility and similar services to such Commercial Unit (the use thereof is limited to such Commercial Unit).

(c) Any shutters, awnings, window boxes, door steps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures located within or upon the building in which the Commercial Unit is located (the use thereof limited to the Commercial Unit located therein).

(d) Walkways, the use of which is limited to certain Commercial Units as shown on the Plans.

(e) Utility areas, the use of which is limited to the Commercial Unit as shown on the Plans.

(f) Mail boxes, name plates, signs, and exterior lighting affixed to the building (the use thereof is limited to the Commercial Unit served thereby).

Section 6.4 Expenses allocated to Limited Common Elements:
Any Common Expense associated with the maintenance, repair or replacement of enclosures and mechanical attachments, docks and pilings to Marine Unit Limited Common Elements will be assessed against all Marine Units in accordance with their proportionate Allocated Interests in the Limited Common Expenses.

Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements to the Boat Storage Units will be assessed against all Boat Storage Units in accordance with their proportionate Allocated Interests in the Limited Common Elements.

Any Common Expense associated with the maintenance, repair, or replacement of Limited Common Elements to the Commercial Unit will be assessed against the Commercial Unit or Units to which the Limited Common Element is assigned.

ARTICLE VII

Maintenance, Repair and Replacement: Subsequently Allocated Limited Common Elements

Section 7.1 Common Elements: The Association will maintain, repair, or replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 7.2 Units: Each Unit Owner will maintain, repair, and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association. The Association will dredge the Marine Units periodically to maintain water depth. During such time, Marine Unit Owners will have to locate their boats elsewhere, which may, with the consent of the Association, be on the parking areas or other Common Elements. Spoil removed will belong to the Association.

Section 7.3 Limited Common Elements: Each Marine Unit Owner will be responsible for removing all dirt and debris from all finger piers adjacent to his or her Unit. If any such Limited Common Element is adjacent to two or more Units, the Unit Owners of those Units will be jointly responsible for such removal.

Section 7.4 Access: Any person authorized by the Executive Board will 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, dredging, alterations or repairs, and for the

purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry, except dredging, will be by schedule and 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 will be immediate, whether or not the Unit Owner is present at the time. Dredging shall be done on a single schedule for the entire marina. In the event that a Marine Unit Owner fails to remove his boat from the Marine Unit to permit such dredging as scheduled, the Association may remove such Marine Unit Owner's boat from his Marine Unit and charge the cost thereof to the Marine Unit Owner.

Section 7.5 Repairs Resulting from Negligence: Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 7.6 Subsequently Allocated Limited Common Elements: Up to 136 parking spaces which are a part of the Common Elements on the Survey and Plans may be subsequently allocated as Limited Common Elements to the Marine Units, or may be assigned on a seasonal basis by Rule of the Executive Board. Up to 30 feet of space around the perimeter of any building which may be built to shelter Commercial Units and parking spaces in the vicinity of the Commercial Units may be subsequently allocated as Limited Common Elements to the Commercial Unit or Units located in such building.

ARTICLE VIII

Allocated Interests

Section 8.1 The table showing Unit numbers and their allocated interest is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interests if Units are added to the Dockominium.

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Section 8.2 (The interests allocated to each Unit have been calculated based on the following formula:

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(a) Undivided Interests in the Common Elements: The fraction of the undivided interest in the Common Elements allocated to each Unit is the fraction of liability for Common Expenses allocated to each Unit and is based on one (1) share per 36 feet in length or fraction thereof per Marine Unit, one (1) share per 60 feet in length or fraction thereof per Boat Storage Unit, and one (1) share per 1,200 square feet of space or fraction thereof per Commercial Unit. The length of each Marine Unit shall be determined by the distance from the main dock to the outer-most piling immediately adjacent to such Unit, and each Marine Unit shall be deemed to have a length of either 25, 36, 45, or 50 feet. The length of each Boat Storage Unit shall be determined by the length of boat which such Unit has a capacity to hold, and each Boat Storage Unit shall be deemed to have a capacity to hold either a 22, 26 or 30 foot boat. The square footage of each Commercial Unit shall be determined by the net rentable square feet of the Commercial Unit.

(b) Liability for the Common Expenses: The percentage of liability for Common Expenses allocated to each Unit shall be the same as the percentage of interest in the Common Elements allocated to each Unit. Nothing contained in this section shall prohibit or inhibit assessment of Common Expenses caused by or resulting from Unit Owner misconduct to that Unit.

Each Marine Unit Owner shall be responsible for the payment of submetered power costs for his Unit and for real estate taxes. If separately billed by the Town of Clinton, each Boat Storage Unit Owner shall be responsible for payment of real estate taxes for his Unit. Each Commercial Unit Owner shall be responsible for the payment of utility and insurance costs, and for real estate taxes for his Unit.

(c) Votes: Each Marine Unit and each Boat Storage Unit in the Dockominium shall have one equal vote. Each Commercial Unit shall have one vote per 1,200 net rentable square feet of space or portion thereof.

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ARTICLE IX

Development Rights and Special Declarant Rights

Section 9.1 Reservation of Development Rights: The Declarant reserves the following Development Rights:

(a) ~~The right to add Units and Limited Common Elements in locations shown as "Development Rights...Reserved" on the Survey and Plans, including the right to remove any buildings currently located on the Property.~~

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(b) The right to allocate up to 136 parking spaces as shown on the Survey and Plans as Limited Common Elements and assign parking on a seasonable basis to particular Marine Units. No assurance is given that such spaces will be allocated however.

(c) The right to allocate up to 30 feet around the perimeter of the building in which a Commercial Unit is located as Limited Common Elements to such Unit and to assign parking spaces in the vicinity of the Commercial Units as Limited Common Elements assigned to those Units.

(d) The right to construct underground utility lines, water and septic facilities, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights...Reserved" on the Survey and Plans for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights...Reserved" on the Survey and Plans. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 will be amended to include reference to the recorded easement.

Section 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 condominium:

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(a) To complete improvements indicated on Surveys and Plans filed with the Declaration;

(b) To exercise any Development Right;

(c) To maintain sale offices, management offices, signs advertising the Dockominium and models;

(d) To use easements through the Common Elements for the purpose of making improvements within the Dockominium;

(e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

~~Without limiting the generality of the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sale or administration office. The Declarant reserves the right to lease any boat slips (not Marine Units) located within the Property described in Schedule A-1 of this Declaration to members of the public. The Declarant further reserves the right to perform repairs and construction work, and to store material 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 Association. The Declarant has 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. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities in a manner as will not unreasonably disturb the rights of Unit owners.~~

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Section 9.3 Limitation on Development Rights: The Development Rights reserved in Section 9.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than fifteen (15) years after the recording of the initial Declaration.

(b) The Units and improvements constructed under the Development Rights shall be architecturally consistent with the Units and improvements constructed pursuant to the Declaration as

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initially recorded, although no assurance is given hereby of any development beyond the Units created by said initial recording.

(c) Not more than a total of 136 Marine Units may be created, not more than a total of 300 Boat Storage Units may be created, and not more than a total of 15 Commercial Units may be created.

(d) All Marine Units and Common Elements created pursuant to the Development Rights will be restricted to the docking of a single non-commercial pleasure boat in the same manner and to the same extent as Marine Units created under the initial Declaration. All Boat Storage Units and Common Elements created pursuant to the Development Rights will be restricted to the storage of a single non-commercial pleasure boat.

(e) No Development Rights may be exercised unless approved pursuant to Section 25.6 hereunder.

Section 9.4 Declarant Control of the Association:

(a) Subject to Subsection (b), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of: (A) sixty (60) days after conveyance of sixty (60%) percent of the Units that may be created to Unit Owners other than the Declarant; (B) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or (C) two (2) years after any right to add new Units was last exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than the Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

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(c) Not later than the termination of any period of Declarant control the Unit Owners shall elect an Executive Board of at least five (5) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of 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.

Section 9.5 Phasing of Development Rights: No assurances are made by the Declarant regarding the portions of the area shown as "Development Rights...Reserved", as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed, and the Units and Common Elements may be built in any location which the Declarant deems appropriate. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 9.6 Right to Lease: ~~So long as the Declarant is the owner of any Unit, the Declarant reserves the right to lease each Unit, from time to time, under such terms as it may deem appropriate. The Declarant also reserves the right to lease boat slips which are not Marine Units to members of the public.~~

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Section 9.7 Signs and Marketing: The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of the Unit Owners.

Section 9.8 Association or Executive Board Actions Subject to Declarant's Approval: . . . Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control, 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.

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Section 9.9 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 is obligated under any warranty or obligation, owns any Units or any Security Interest on any Units, or for 15 years after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

Section 9.10 Limitation on Association Action: The Association may not take any action that would interfere with the Special Declarant Rights.

ARTICLE X

Use, Purposes and Restrictions

Section 10.1 Use and Occupancy Restrictions: Subject to the Special Declarant Rights reserved Under Article X, the following use restrictions apply to all Units and to the Common Elements:

(a) Each Marine Unit is restricted to marine mooring use for a single non-commercial pleasure boat and its tender. No sign indicating commercial uses may be displayed at any Marine Unit. A pleasure boat is defined as a registered pleasure boat, not licensed for carrying passengers or cargo for hire, operated by its owners on a nonprofit, noncommercial basis. All boats and tender of Marine Unit Owners must fit within the limits of the boundaries of the Marine Units, including all bowsprits, booms, pulpits, engines, outdrives and other projections and overhangs.

(b) ~~Each Boat Storage Unit is restricted to storage of a single non-commercial pleasure boat. All boats of Boat Storage Unit Owners must fit within the limits of the boundaries of the Boat Storage Units, including all projections and overhangs. Additional height, length, width and weight limitations for the Boat Storage Units are set forth in the Rules of the Association.~~

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(c) The Commercial Units are restricted to any non-residential use by the Unit Owners as permitted by Clinton zoning.

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(d) Nothing may be done or kept in any Unit which will increase the rate of insurance of the structures, buildings or the contents thereof beyond the rates applicable for pleasure boat marinas without prior written consent of the Executive Board. No Unit owner may permit anything to be done or kept in his Unit which will result in the cancellation of insurance on any of the structures, buildings or the contents thereof or which would be in violation of any law.

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(e) Units Owners will not cause or permit anything to be hung or displayed at the pier, including steps on the finger piers, or placed on the exterior walls of any of the buildings and no sign (except for signs in the Commercial Units or their Limited Common Elements which are in accordance with the Clinton Zoning regulations), awnings, canopies, shutters or radio or television antennae will be affixed to or placed upon the exterior walls or roofs or any part without the prior consent of the Executive Board. The Executive Board may make reasonable rules for construction on the piers.

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(f) No animals of any kind may be raised, bred or kept in any Unit or in the Common Elements, except that any reasonable number of caged birds or fish in tanks, dogs, cats or household pets of gentle disposition, not to exceed one dog and one cat per Unit, may be kept in the Marine Units subject to the Rules to be adopted by the Executive Board provided they are not kept, bred or maintained for any commercial purposes and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Executive Board. All such dogs, cats or household pets will be restrained by leash or other comparable means and will be accompanied by an owner at all times. Each Unit Owner shall be responsible for removing his animal's waste from Common Elements.

(g) No noxious or offensive activities may be carried on in any Unit nor may anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Each Unit Owner will be obligated to maintain his own Unit and keep it in good order and repair. Engines and generators which are loud or emit smoke or fumes may not be run at the pier longer than necessary to moor and depart together with reasonable warm up time or for repair purposes. Noisy parties, drunkenness or rowdiness will be

prohibited. Radios, and sound devices will not be played after 10:00 pm or before 6:00 am, so that they can be heard from other Units.

(h) Nothing may be done to any Unit which will impair the structural integrity of the piers or finger piers or buildings or which will structurally change them. No Unit Owner may do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easements, right of purchase or any interest constituting a Common Element.

(i) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, except for home professional pursuits without visits from the public, may be conducted, maintained or permitted on any part of the Property except in the Commercial Units and the Limited Common Elements to those Commercial Units. No use or practice shall be permitted which is a source of annoyance to Unit Owners or which interfere with the peaceful possession and proper use of the Property by its Unit Owners. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(j) From time to time, piers and boats may be required to be removed for maintenance, repairs or periodic dredging, at which time the Marine Units may be entered for such period as may be necessary. To the extent that fill is removed from the Marine Units, it will be the property of the Association.

(k) When a Marine Unit is to be vacant for over one week (but not rented) the Marine Unit Owner will notify the Association, who may place the Marine Unit into a transient guest pool. Rents charged for transient occupancy will be divided, one half to credit common expense assessments of the Marine Unit being rented, one half as income to the Association.

(l) A Unit may not be conveyed pursuant to a time sharing plan as defined in Chapter 734b of the Connecticut Statutes. A Unit may not be leased for a term of less than 30 days, except for the transient guest pool of the Association. All leases must be in writing, filed with the Association, and contain a provision that the lessee agrees to be bound by the Rules of the Association and that failure to abide by such Rules shall be an event of default under the lease.

(m) ~~Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office, and may lease other boat slips on the Property (not Marine Units) to members of the public. The Declarant may also enter into short term leases of the Marine Units on a day to day basis as a part of providing temporary occupancy to purchasers prior to closing. The Declarant may also maintain management offices and signs and displays advertising the Common Interest Community.~~

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(n) An Owner of a Marine Unit may not use or occupy such Unit as his or her primary place of residence.

The main docks, finger docks, pilings, shall be Limited Common Elements, whose use is restricted to the owners of the appurtenant Marine Units. The launching and hauling dock (MU) shall be a Limited Common Element to the Marine Units.

If constructed pursuant to Declarant's development rights, the building(s) in which the Boat Storage Units may be located, the storage racks in such building(s), a concrete pad from the building(s) to the water, and a launching and hauling dock (BSU) shall be Limited Common Elements to such Units. The buildings in which the Commercial Units may be located and the walkways thereto shall be Limited Common Elements to such Units.

There is no restriction on the amount for which a Unit may be sold or otherwise transferred.

Section 10.2 Restrictions on Alienation:

(a) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

(b) ~~A Unit may not be leased for a term of less than 30 days. All leases must be in writing, contain a provision that the lessee agrees to be bound by the Rules of the Association and that failure to abide by such Rules shall be an event of default under the lease, and be filed with the Association.~~

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Section 10.3 Association Right to Exercise Unit Owner's Landlord Rights: The Association will have the right and power to exercise the landlord's rights of summary process against any

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tenant of a Unit Owner who violates the restrictions of the Instruments, provided the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing.

ARTICLE XI

Easements, Licenses

All easements or licenses to which the Common Interest Community is subject, if any, are listed in Schedule A-1 to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article IX of this Declaration.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 Allocation of Limited Common Elements not Previously Allocated: The Declarant has reserved the right under Section 9.1 of this Declaration to allocate as Limited Common Elements not more than 136 parking spaces to the Marine Units, to allocate up to 30 feet around the perimeter of the building in which a Commercial Unit is located as Limited Common Elements to such Unit, and to assign parking spaces in the vicinity of the Commercial Units as Limited Common Elements to such Units. If any such parking space or land is so allocated, they shall be assigned to particular Units by amendment to this Declaration.

Any such parking spaces and land which are not allocated as Limited Common Elements at the termination of the Development Rights period may be so allocated by the Association by amendment to this Declaration. All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

Section 12.2 Reallocation of Depicted Limited Common Elements: No Limited Common Elements depicted on the Survey or Plans may be reallocated except by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made. The persons executing the amendment will provide a copy thereof to the Association, which will record it. The amendment will be recorded in the names of the parties and the Common Interest Community. The parties

executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and for recording costs. Any such amendment shall be subject to the provisions of Article XXIII of this Declaration.

ARTICLE XIII

Additions, Alterations and Improvements

Section 13.1 Additions, Alterations and Improvements:

(a) Except for Commercial Unit Owners, no Unit Owner will make any structural addition, structural alteration, or structural improvement in or to his or her Unit.

(b) A Commercial Unit Owner may make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community.

(c) Except for signs placed by the owners of any Commercial Units on any portion of the Common Interest Community in accordance with the regulations of the Town of Clinton, no Unit Owner may change the appearance of the Common Elements, or the exterior appearance of any Unit or any other portion of the Common Interest Community, without the permission of the Executive Board.

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(d) After acquiring an adjoining Commercial Unit or an adjoining part of an adjoining Commercial Unit, a Commercial Unit Owner 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 is not an alteration of boundaries.

(e) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under this Article XIII. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof.

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Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its Rules.

(f) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or materialmen on account of any such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(g) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

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

Section 13.2 Exterior Improvements and Landscaping within Limited Common Elements: Commercial Unit Owners may make exterior improvements within or as a part of Limited Common Elements consisting of repainting, restaining, addition of architectural detailing, changing of doors and windows, planting of lawn, gardens, hedges, shrubs, and construction of fences, walks, and benches, provided they are undertaken with the permission of the Executive Board following submission of complete plans prepared by an architect or landscape architect and a review by the Executive Board as to consistency with improvements constructed by the Declarant and consistency with the style and character of the Common Interest Community. No approval will be awarded without Notice and Comment given to the Unit Owners. The applicant will pay the cost for preparation of the application to the Executive Board, and the cost of professional review, if deemed required by the Executive Board, and all costs of permits and fees.

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ARTICLE XIVRelocation of Boundaries Between Adjoining Units

Section 14.1 The boundaries between adjoining Units may be relocated by an amendment to the Declaration on application to the Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their Units of their allocated interest, the application shall state the proposed reallocations. Unless the Association or 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, contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 The Association shall, at the applicant's expense, prepare and record surveys or plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

Section 14.3 No Unit may be subdivided.

Section 14.4 If any reallocation contemplates structural additions, alterations or improvements, the provisions of Article XIII shall also apply.

Section 14.5 The applicant or applicants shall bear all costs of preparation and recording of the amendments, surveys or plans contemplated in this Article, including attorneys' fees, together with a reasonable fee, if assessed by the Association, for processing the application.

ARTICLE XVCondemnation

Section 15.1 If a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the award

shall include compensation to the Unit Owner for that Unit and its allocated interests, whether or not any Common Elements or Limited Common Elements are acquired. On acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

Section 15.2 Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements and Limited Common Elements, whether or not any Common Elements or Limited Common Elements are acquired. On acquisition, unless the decree otherwise provides, (i) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration and (ii) the portion of the allocated interests divested from the partially acquired Unit are automatically reallocated to that Unit and to the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially-acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

Section 15.3 If part of the Common Elements or Limited Common Elements is acquired by eminent domain, the award shall compensate the Unit Owners affected by the taking for the reduction in value of the Units resulting from the acquisition and the portion of the award attributable to the Common Elements taken shall be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 15.4 The court decree shall be recorded in every town in which any portion of the Dockominium is located.

Section 15.5 Any award involving a Unit or a part of a Unit only or a Limited Common Element as provided in subsection (c) above, shall be paid to the Unit Owner and the mortgagee(s) of that Unit as their respective interests may appear.

ARTICLE XVI

Executive Board

Section 16.1 Minutes of Executive Board Meetings: The Executive Board will permit any Unit Owner to inspect the minutes of Executive Board meeting during normal business hours. The minutes will be available for inspection within fifteen (15) days after any such meeting.

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Section 16.2 Powers and Duties: The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws and the Act. The Executive Board will have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which will include, but not be limited to, the following:

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- (a) Adopt and amend Bylaws and Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge managing agents;
- (d) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (e) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of the Common Elements, consistent with the Declaration;
- (h) Cause additional improvements to be made as a part of the Common Elements;

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(i) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;

(j) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(k) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;

(l) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws and Rules of the Association;

(m) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;

(n) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XXII of this Declaration;

(p) Exercise any other powers conferred by this Declaration or the Bylaws;

(q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise all other powers necessary and proper for the governance and operation of the Association;

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(s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. All committees must maintain a public notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting;

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(t) Negotiate and enter into reciprocal membership privileges with other yacht clubs, and join such associations of yacht clubs as the Executive Board deems appropriate, and maintain membership in the Community Associations Institute; and

(u) Establish systems for guest moorings, providing priority privileges to other yacht clubs with reciprocal membership benefits.

Section 16.3 Executive Board Limitations: The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

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Section 16.4 Compensation and Prerequisites of Executive Board: Upon consent of the Unit Owners at a meeting called for that purpose, Directors may receive compensation for their services. Directors may be assigned preferred parking spaces from among those spaces not assigned as Limited Common Elements, by a vote of the Executive Board. Directors and officers of the Association may display a distinctive burgee from their boats, designating their position.

ARTICLE XVII

Open Meetings

Section 17.1 Access: All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

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Section 17.2 Notice: Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 17.3 Executive Sessions: Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

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(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 XVIII

Insurance

Section 18.1 Coverage: To the extent reasonably available, the Executive Board will obtain and maintain insurance coverage as set forth in Sections 18.2, 18.3 and 18.4 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board will cause notice of that fact to be hand-delivered or sent pre-paid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known address.

Section 18.2 Property Insurance: Property insurance shall be maintained covering: (i) the project facilities (which term means all buildings and Improvements on the Property, including the Units and all fixtures, docks, piers, pilings, equipment and any Improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, bulkheads, piers, pipes, flues and drains and other items normally excluded from property policies, and (ii) all personal property owned by the Association.

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(a) Amounts: The project facilities for an amount equal to 100% of their replacement cost at the time the insurance is purchased and at each renewal date.

Personal property owned by the Association for an equal amount to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing the replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals will be a Common Expense.

(b) Risks Insured Against: The insurance will afford protection against "all risks" of direct physical loss commonly insured against.

(c) Other Provisions: Insurance policies required by this section will provide that:

(1) the insurer waives its rights to subrogation under the policy against any unit owner or member of his or her household;

(2) no act or omission by any unit owner, unless acting within the scope of his or her authority on behalf of the association, will void the policy or be a condition to recovery under the policy;

(3) if, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the association's policy provides primary insurance;

(4) loss will be adjusted with the association;

(5) insurance proceeds will be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the association, in either case to be held in trust for each unit owner and such unit owner's mortgagee;

(6) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed

compensation for their services. The bond will name the Association as obligee and will cover the maximum funds that will be in the custody of the Association or the Manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond will include a provision that calls for thirty (30) days' written notice to the Association, and to each mortgagee of a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premium, only ten days notice will be required.

Section 18.5 Unit Owner Policies: An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 18.6 Workers' Compensation Insurance: The Executive Board will obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 18.7 Directors' and Officers' Liability Insurance: The Executive Board may 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.

Section 18.8 Other Insurance: The Association may carry any other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 18.9 Premiums: Insurance premiums will be a Common Expense.

ARTICLE XIX

Damage to or Destruction of Property

Section 19.1 Duty to Restore: Any portion of the common interest community for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, will be repaired or replaced promptly by the Association unless:

- (a) the common interest community is terminated;
- (b) repair or replacement would be illegal under any

state or local statute or ordinance governing health or safety;

(c) 80% of the unit owners, including every owner of a unit or assigned limited common element that will not be rebuilt, vote not to rebuild.

Section 19.2 Cost: The cost of repair or replacement in excess of insurance proceeds will be a common expense.

Section 19.3 Plans: The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of the Unit Owners and fifty-one (51%) percent of the Eligible Mortgagees.

Section 19.4 Replacement of Less Than Entire Property: If the entire Common Interest Community is not repaired or replaced:

(a) the insurance proceeds attributable to the damaged common elements will be used to restore the damaged area to a condition compatible with the remainder of the common interest community;

(b) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to Units and limited common elements that are not rebuilt will 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 will be distributed to all the unit owners or lien holders, as their interests may appear, in proportion to the common expense liabilities of all the units;

(c) if the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated on the vote as if the unit had been condemned under subsection 7 of section 47-206 of the Act, and the association promptly will prepare, execute and record an amendment to the declaration reflecting the reallocations.

Section 19.5 Insurance Proceeds: The insurance Trustee, or if there is no insurance Trustee then the Association, will hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 19.1(a) through Section 19.1(c), the

proceeds will 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 or restored, or the Common Interest Community is terminated.

Section 19.6 Certificates By The Executive Board: A Trustee, if one is appointed, 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.

Section 19.7 Certificates by Attorneys: If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, will obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the town from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XX

Power of Attorney to Association

Each Unit Owner shall grant to the Association an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Units so leased by the Association. Nothing herein contained shall apply to a foreclosing mortgagee so as to require the addition of the Association of a party defendant in any foreclosure proceeding brought by such mortgagee.

ARTICLE XXIUnits Subject To Condominium Instruments

Each Unit Owner and the Association shall comply with the Instruments, and the rules and regulations adopted pursuant thereto. Failure to so comply shall be ground for an action to recover damages or for injunctive relief or for any other relief to which the party bringing such action may be entitled. Such action may be brought by the Association against any Unit Owner or Owners or, in any proper case, by one or more aggrieved Unit Owners on their own behalf or as a class action. If any such action results in a final judgment or decree in favor of the party instituting such action, such judgment or decree may incorporate a provision for reasonable attorney's fees, as specified in such judgment or decree, to be paid by the party against whom such judgment or decree is entered. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute agreement that the provisions of the Instruments and rules and regulations and as they may exist or be amended from time to time are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

ARTICLE XXIIRight 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 XXIIIAmendment of Declaration

Section 23.1 Except to the extent amendments may be executed by the Declarant, the Association or by certain Unit Owners

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pursuant to this Declaration, the Declaration, including any Surveys and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent of the votes in the Association are allowed.

Section 23.2 No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 23.3 Every amendment to the Declaration shall be recorded in every town in which any portion of the Dockominium is located and is effective only on recordation.

Section 23.4 Except to the extent expressly permitted elsewhere herein, 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.

Section 23.5 Amendments to the Declaration required by this Declaration to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 23.6 Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 23.7 Written notice of any proposed amendment shall be given by the Association to the Unit Owners and their mortgagees appearing on the records of the Association. No such amendment shall become effective unless and until it shall have been approved in writing by mortgagees of at least sixty-seven percent of the Units subject to mortgage, which approval shall not unreasonably be withheld.

ARTICLE XXIV

Amendments to Bylaws

The Bylaws may be amended only by Vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purposes.

ARTICLE XXVMortgagee Protection

Section 25.1 Introduction: This article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 25.2 below. This article is supplemental to, and not in substitution for, any other provision of the Declaration, but in the case of conflict, this article shall control.

Section 25.2 Definitions: As used in this article the following terms are defined:

(a) 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 this article.

(b) Eligible Insuror: An insuror 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 insuror be given the notices and other rights described in this article.

Section 25.3 Percentage of Eligible Mortgagees: Whenever in this article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees on Units which in the aggregate have allocated to them such specified percentage when compared with the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 25.4 Notice of Actions: The Association shall give proper notice to each Eligible Mortgagee and Eligible Insuror of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Dockominium or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insuror, as applicable;

(b) Any delinquency in the payment of Common Expense Assessments owed by an owner whose Unit is subject to a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insuror, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 25.5 below; and

(e) Any judgment rendered against the Association.

Section 25.5 Prior Consent Required:

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(a) Document Changes: Notwithstanding any law or requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Association or Unit Owners described in this section may be adopted without the vote of at least sixty-seven percent of the Unit Owners (or any greater Unit Owner vote required in the Declaration) and until approved in writing by at least fifty-one percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). "Material" includes, but is not limited to any of provision affecting:

(1) Assessments, assessment liens or a subordination of assessment liens;

(2) Voting rights;

(3) Reserves for maintenance, repair and replacement of Common Elements;

(4) Responsibility for maintenance and repairs;

(5) Reallocation of interests in Common Elements or Limited Common Elements (except when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees for the security interests on such Units may approve such action);

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(6) Rights to use Common Elements and Limited Common Elements;

(7) When boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees with security interests on such Unit or Units may approve such action;

(8) Convertibility of Units into Common Elements or Common Elements into Units;

(9) Expansion or contraction of the Dockominium or the addition, annexation or withdrawal of Property to or from the Dockominium;

(10) Insurance or fidelity bonds;

(11) Leasing of Units;

(12) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(13) Establishment of self management when professional management has been required previously by an Eligible Mortgagee of a Unit;

(14) Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;

(15) Termination of the Dockominium after occurrence of substantial destruction or condemnation; and

(16) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration, the Association may not take any of the following actions without the approval of at least fifty-one percent of the Eligible Mortgagees:

(1) Convey or encumber the Common Elements or any portion thereof (as to which an eighty percent Eligible Mortgagee approval is required). The granting of easements for public

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utilities or other purposes consistent with the intended use of the Common Elements by the Dockominium shall not be deemed a transfer within the meaning of this section;

(2) The establishment of self-management when professional management has been required previously by any Eligible Mortgagee;

(3) Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;

(4) Termination of the Dockominium (as to which a sixty-seven percent Eligible Mortgagee approval is required);

(5) The alteration of any partition or creation of any apperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the Unit Owners of Units affected and the Eligible Mortgagees of those Units need to approve of the action;

(6) The merger of this Dockominium with any other Common Interest Community;

(7) The creation of any additional improvements on any portion of the Common Elements which is subject to any Development Rights, but improvements made by the Declarant pursuant to its Development Rights shall not be deemed to come within this clause;

(8) The granting of any easement, leases, licenses and concessions through or over the Common Elements excluding however, any utility easement, easements for electrically transmitted communications or governmentally required easements, serving or to serve the Dockominium and excluding any leases, licenses or concessions for no more than one year;

(9) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

(10) Any action taken not to repair or replace the Property.

(c) The Association may not change the period for the collection of any regulated budget expense assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 25.6 Development Rights and Special Declarant Rights: No Development Rights may be exercised unless all persons holding Security Interests in the Property which are senior to the Declaration or Security Interests in the Development Rights consent to the amendment.

Section 25.7 Inspection of Books: The Association shall permit any Eligible Mortgagee and Eligible Insuror to inspect the books and records of the Association during normal business hours, upon reasonable advance notice.

Section 25.8 Financial Statements: Upon request of an Eligible Mortgagee or Eligible Insuror, the Association shall provide each Eligible Mortgagee and each Eligible Insuror with a copy of the annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

(a) The Dockominium contains 50 or more Units; or

(b) Any Eligible Mortgagee requests it, in which case the eligible mortgagee shall bear the cost of the audit.

Section 25.9 Attendance at Meetings: Any representative of any Eligible Mortgagee or Eligible Insuror may attend any meeting at which a Unit Owner may attend.

Section 25.10 Appointment of Trustee: In the event of damage or destruction under Article XIX or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds will thereafter be distributed pursuant to Article XIX or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

ARTICLE XXVI

Assessment and Collection of Common Expenses

Section 26.1 Apportionment of Common Expenses: Except as provided in Section 26.2, all Common Expenses will be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2.

Section 26.2 Common Expenses Attributable to Fewer than all Units:

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(a) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements will be assessed equally against the type of Units (Marine Units, Boat Storage Units, or Commercial Units) to which the Limited Common Elements is assigned.

(b) Any Common Expense for services provided by the Association, including utilities provided by meter, to an individual Unit at the request of the Unit Owner will be assessed against the Unit which benefits from such service, with metered utilities in proportion to such meter reading.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit will be assessed against that Unit.

(d) 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.

(e) If any common expense is caused by the misconduct of any unit owner, the association may after notice and hearing assess that expense exclusively against his unit.

(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.

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(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 (1) 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 assessments based on the periodic budget adopted by the association pursuant to Section 26.4 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 either the association's lien or a security interest described in subdivision (2) of this subsection. 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 of lien for assessment under this section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (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 will be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

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(1) Any payments received by the association in the discharge of a unit owner's obligation may be applied to the oldest balance due.

Section 26.4 Budget Adoption and Ratification: Within thirty (30) days after adoption of any proposed budget for the common interest community, the executive board will provide a summary of the budget to all the unit owners, and will set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen or more than thirty days after mailing of the summary. Unless at that meeting three fourths 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 will be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board.

Section 26.5 Ratification of Nonbudgeted Assessments: If the Executive Board votes to levy a Common Expense Assessment not included in the annual operating budget ratified pursuant to Section 26.4 and not included in the amounts to be assessed under Section 58(c), (d) and (e) of the Act, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board will submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 26.4.

Section 26.6 Certificate of Payment of Common Expenses Assessments: The association on written request will furnish to a unit owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement will be furnished within ten business days after receipt of the request and is binding on the association, the executive board and every unit owner.

Section 26.7 Monthly Payment of Common Expenses: All Common Expenses assessed under Sections 26.1 and 26.2 will be due and payable monthly.

Section 26.8 Acceleration of Common Expense Assessments: In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board will have the right, after Notice of Hearing, to declare all unpaid assessments for

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the pertinent fiscal year to be immediately due and payable.

Section 26.9 Commencement of Common Expense Assessments: Common Expense assessments will begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 26.10 No Waiver of Liability for Common Expenses: No Unit Owner may exempt himself or herself 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.

Section 26.11 Personal Liability of Unit Owners: The owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment.

ARTICLE XXVII

Rights to Notice and Comment; Notice and Hearing

Section 27.1 Right to Notice and Comment: Before the Executive Board amends the Bylaws or the Rules, as otherwise required by the Instruments 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 will be given to each Unit Owner in writing and will 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 will be given no less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 27.2 Right to Notice and Hearing: Whenever the Instruments require that an action be taken after "Notice of Hearing", the following procedure will be observed: the party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) will give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice will include a general statement of

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IN WITNESS WHEREOF, the Declarant has hereunto set its hand and caused this Declaration to be executed by its duly authorized President this 28th day of December, 1987.

G. Y. YORKHAVEN, INC.

By: [Signature]
Allan York
Its President
Duly Authorized

[Signature]
Karen Christopher
[Signature]
Helga M. Woods

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX)

ss: Clinton

December 28, 1987

Personally appeared, Allan York, President of G. Y. YORKHAVEN INC., signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of such Corporation, before me.

[Signature]
Helga M. Woods
Commissioner of the Superior Court
Notary Public
My Commission Expires:

Replaced at
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SCHEDULE A-1

All that certain piece or parcel of land together with the buildings and all other improvements thereon, situated in the Town of Clinton, County of Middlesex and State of Connecticut, containing 10.72 acres, more or less, and including a portion of a channel, designated as "Phase I", and being shown on a map entitled, "Survey - Schedule A-3 Plan Showing Property of G.Y. Yorkhaven, Inc., Riverside Drive, Clinton, Connecticut Scale 1" = 50' Date: July 23, 1987 last revised 12/24/87 DiCesare-Bentley Engineers, Inc. 100 Fort Hill Road Groton, Connecticut." Said map is on file in the Clinton Town Clerk's Office.

Said parcel is more particularly bounded as follows:

- NORTHERLY: By land to be conveyed to Clinton Land Conservation Trust, Inc., a meandering line 1230 feet, more or less;
- EASTERLY: By line crossing channel, 22.00 feet, more or less;
- NORTHERLY
AGAIN: By line through channel, 75.00 feet, more or less;
- EASTERLY
AGAIN: By line crossing channel, and by land now or formerly of G.Y. Yorkhaven, Inc., 403.74 feet, more or less;
- SOUTHERLY: By land now or formerly of the Trustees of the Seymour and Jeffrey Shapiro Spray Trust, 909.09 feet; and
- WESTERLY: By land now or formerly of the Trustees of the Seymour and Jeffrey Shapiro Spray Trust, a total of 629.92 feet, more or less.

Together with a right of way to be used in common with and subject to the rights of others, for the purposes of ingress and egress and installation of utilities, over said strip of land fifty (50) feet in width designated "Riverside Drive Ext." on said map.

Together with any and all rights of way which Declarant may have gained by prescription or other means over land from the southerly terminus of said strip of land to Riverside Drive, said rights to be used in common with others.

Said premises are subject to the following encumbrances:

1. An easement in favor of the Connecticut Light and Power Company to erect and maintain utility poles, etc. as such rights are set out in an instrument dated January 5, 1962 and recorded in the Clinton Land Records in Volume 62 at Page 176.
2. Taxes due the Town of Clinton, not yet due and payable.
3. Any and all provisions of any municipal ordinance, regulation or any federal, state or local, public or private laws, with special reference to the provisions of any zoning rules and regulations governing the subject premises and subject to the provisions, if applicable, of any inland wetlands or coastal wetland statute, ordinances, rules and regulations, and riparian rights.

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SCHEDULE A-2
ALLOCATED INTERESTS

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ALLOCATED INTERESTS

Replaced
most recently
309-257

<u>Marine Unit No.</u>	<u>Percentage of Allocated Interests</u>	<u>Votes</u>
A-5	3.33	1
A-6	3.33	1
A-7	3.33	1
A-8	3.33	1
A-8	3.33	1
A-9	3.33	1
A-10	3.33	1
A-11	3.33	1
A-12	3.33	1
A-13	3.33	1
A-14	3.33	1
A-15	3.33	1
A-16	3.33	1
A-17	3.33	1
A-18	3.33	1
A-19	3.33	1
A-20	3.33	1

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<u>Marine Unit No.</u>	<u>Percentage of Allocated Interests</u>	<u>Votes</u>
A-21	3.33	1
A-22	3.33	1
A-23	3.33	1
A-24	3.33	1
A-25	3.33	1
A-26	3.33	1
A-27	3.33	1
A-28	3.33	1
A-29	3.33	1
A-30	3.33	1
A-31	3.33	1
A-32	3.33	1
A-33	3.33	1
A-34	3.33	1

SCHEDULE A-3

SURVEY

Replaced most
Recently
309-257

Easement Added
309-257

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SCHEDULE A-4

PLANS

Amended most
Recently
309-257

SCHEDULE A-5

SURVEYOR'S CERTIFICATE

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007.0588 • (203) 242-7745 • JURIS NO 50888

ROSE, CASE, KENNELLY AND KLEIN
P. O. BOX 588
BLOOMFIELD AVENUE • BLOOMFIELD

CLINTON YACHT HAVEN

SCHEDULE A-5

SURVEYOR'S CERTIFICATE

Amended most recently
309-257

Unit Nos. A5-A34

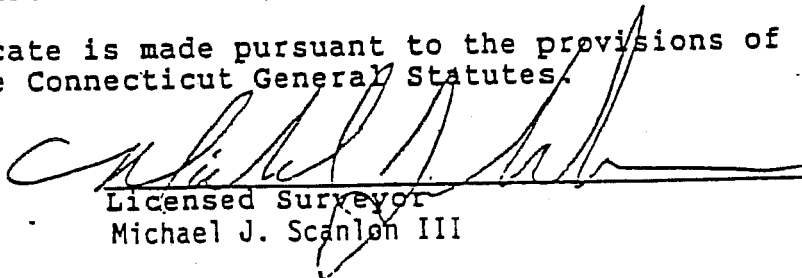
Re: Clinton Yacht Haven, a Dockminium situated in the Town of Clinton, County of Middlesex and State of Connecticut, which premises are more particularly shown on a site plan entitled "Plan - Schedule A-4 Declaration of Clinton Yacht Haven Marina Dockminium Property of G.Y. Yorkhaven Riverside Drive, Clinton, Connecticut Scale 1" - 50' Date: November 13, 1987 DiCesare-Bentley Engineers, Inc. 100 Fort Hill Road Groton, Connecticut."

The undersigned hereby certifies that:

1. The undersigned architect, surveyor or engineer is certified by the State of Connecticut under Certification No. 14662.

2. To the best of his knowledge, information and belief, the Units are substantially completed in accordance with the plans on file and shown as Exhibit A-4 to the Declaration.

3. This certificate is made pursuant to the provisions of Section 47-220 of the Connecticut General Statutes.


Licensed Surveyor
Michael J. Scanlon III

Dated: 12/28/87

Received for record DEC 28 1987
at 4:01 P M and recorded by
Theresa P. ... Town Clerk

