



SAVIN ROCK CONDOMINIUMS

AMENDED & RESTATED DECLARATION

WHEREAS, SAVIN ROCK CONDOMINIUMS ASSOCIATION, INC., a Connecticut non-stock corporation (the “Association”), was created under a certain Declaration of condominium dated October 31, 1972 and recorded in Volume 548 at Page 416 and successive pages of the West Haven Land Records (the “Declaration”), as amended, hereby adopts this Amended & Restated Declaration; and

WHEREAS, the purpose of this Amended & Restated Declaration is to bring the governing documents of the Association into compliance with statutory amendments and to update and modernize the governing documents of the Association; and

WHEREAS, the Association has procured the requisite number of votes to pass said Amended & Restated Declaration.

NOW THEREFORE, the Declaration of the Association is hereby amended and restated as follows:

ARTICLE I
Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.

Section 1.3 - Association. Savin Rock Condominiums Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes.

Section 1.4 - Amended & Restated Bylaws. The Bylaws of the Association, as they may be amended from time to time also referred to as the “Bylaws.”

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

Section 1.6 - Common Expense Assessment. The Common Expenses assessed against each Unit from time to time, comprised of the sum of (a) Common Expenses apportioned to that

Unit as set forth in Section 19.2, and (b) any Common Expenses attributable to that Unit as set forth in Section 19.3. It includes fees, charges, late charges, fines, and interest charged against a Unit Owner pursuant to the Act, the Documents, or both.

Section 1.7 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.8 - Common Interest Community. Savin Rock Condominiums.

Section 1.9 - Declarant. Intentionally left blank.

Section 1.10 - Amended & Restated Declaration. This document, including any amendments, sometimes referred to as the "Declaration."

Section 1.11 - Damaged or Destroyed, or Damage or Destruction. When any portion of the Common Interest Community suffers physical damage that is of a type and is caused by an occurrence of a type covered by the insurance the Association is required to carry by Section 47-255 of the Act, by insurance the Association is required to carry by this Declaration, or by any other insurance carried by the Association.

Section 1.12 - Development Rights. Rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community. There are currently no Development Rights.

Section 1.13 - Director. A member of the Executive Board.

Section 1.14 - Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

Section 1.15 - 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 shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVIII.

Section 1.16 - 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 first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 1.17 - Executive Board. The Board of Directors of the Association. Throughout the Documents the term "Board of Directors" shall mean the Executive Board.

Section 1.18 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings,

trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.19 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.20 - Maintain, Repair, or Replace, or Maintenance, Repair or Replacement. The act of addressing and correcting deterioration, decay, wear and tear, and obsolescence to any portion of the Property which has not suffered Damage or Destruction.

Section 1.21 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.22 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon.

Section 1.23 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.24 - Plans. The plans filed with this Amended Declaration as Schedule A-4.

Section 1.25 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.26- Record. The term Record, when used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.27- Rules. Rules shall mean a policy, guideline, restriction, procedure or regulation of an association, however denominated, which is adopted by an association, which is not set forth in the declaration or bylaws, and which regulates conduct occurring within the common interest community or the use, maintenance, repair, replacement, modification or appearance of the common interest community.

Section 1.28 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 - Survey. The survey filed with this Amended Declaration as Schedule A-1 and Schedule A-3.

Section 1.30 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.31 - Unit Owner. A Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

Section 1.32 - Votes. The votes allocated to each Unit as shown on Schedule A-2.

ARTICLE II
Name and Type of Common Interest
Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Savin Rock Condominiums, which is a condominium.

Section 2.2 - Association. The name of the Association is Savin Rock Condominiums Association, Inc.

ARTICLE III
Description of Land

The Common Interest Community is situated in the City of West Haven, Connecticut and is located on land described in Schedule A-1.

ARTICLE IV
Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community contains a total of two hundred eighty-two (282) Units.

Section 4.2 - Identification of Units. All Units are identified by number and are shown on the Survey or Plans or both.

Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) **Upper Boundary:** The horizontal and 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.

- (b) **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.
- (c) **Vertical Perimeter Boundaries:** The planes defined by the inner surfaces of the studs and framing of the perimeter walls, the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
- (d) **Inclusions:** Each Unit shall include the spaces and Improvements lying within the boundaries described in Subsection 4.3(a), (b) and (c) above, and shall further include the spaces and Improvements within such spaces containing any heating, water heating and air conditioning apparatus (as well as the heating, water heating and air conditioning apparatus themselves), and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.
- (e) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (f) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plans, then the definition in this Section 4.3 shall control.

ARTICLE V Limited Common Elements

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

- (a) If any chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.

- (b) All exterior doors, windows, doorsteps, stoops, paved surfaces (or portions thereof) or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.
- (c) Storage areas, storage cubicles, carports, sundecks, patios and balconies which are limited to the Units to which they are assigned as shown on Schedule A-2.
- (d) Decks attached to the front entrances of 3-bedroom Units.
- (e) Parking spaces which are limited to the Units to which they are assigned.

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

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall 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 6.2 - Units. Each Unit Owner shall Maintain, Repair or Replace at their own expense, all portions of their Unit, except the portions thereof to be Maintained, Repaired or Replaced by the Association. Any Maintenance, Repair or Replacement of any portion of a Unit that will affect the external appearance of the Property is subject to approval by the Executive Board pursuant to Article XIII, Section 13.1(a)(ii).

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, the Maintenance, Repair or Replacement of the exterior doors and windows of a Unit shall be the responsibility of the Unit Owner.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Unit Owners/occupants/guests/ tenants and invitees of Unit Owners may not interfere with or obstruct any Association-hired vendors doing work at the Property. Unit Owners may be fined, after Notice and Hearing, if they or their occupant/guest/tenant or and invitee interferes

with or obstructs such vendors. Further, they may be subject to any additional costs charged by the vendor as a result of such interference or obstruction.

Section 6.5 - Repairs Resulting From Unit Owner Action. Except as otherwise provided herein or by law, each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by the failure of the Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant to properly Maintain, Repair or Replace any portion of the Unit or Limited Common Elements for which the Unit Owner is responsible pursuant to Section 6.3. Such charge may be assessed to the Unit in the same manner as a Common Expense following Notice and Hearing. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to Maintain, Repair or Replace any portion of the Common Elements.

ARTICLE VII

Subsequently Allocated Limited Common Elements

No portion of the Common Elements may be allocated as Limited Common Elements subsequent to the execution of this Declaration.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

There are currently no Development Rights or Special Declarant Rights reserved for this Property.

ARTICLE IX

Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article IX.

Section 9.2 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

- (a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements is based on Schedule A recorded with the original Declaration. The total percentage of the undivided interest of all the Units equal 100%.
- (b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is the same as the calculation for the undivided interest in the Common Elements pursuant to (a) above. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.

- (c) **Votes.** Each Unit shall have a Vote as defined in Section 1.32.

ARTICLE X
Restrictions on Use, Alienation and Occupancy

Section 10.1 - Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

- (a) Each residential Unit is restricted to residential use as a single-family residence including home professional pursuits without employees or requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis among its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than allowed by any codes, ordinances, or regulations of the City of West Haven.
- (b) The use of Units, Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make Rules affecting the use and occupancy of the Units only in accord with Section 25.3 of Article XXV.
- (c) For any period during which any Common Expense Assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of the Association's published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.
- (d) No animals of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that dogs (excluding any breeds prohibited by the Rules), cats, or other household pets not to exceed one (1) per Unit, may be kept in the Units, subject to Rules and Regulations adopted by the Executive Board, provided they are not kept for commercial purposes, and provided that any such animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property upon three (3) days written notice from the Executive Board following Notice and Hearing. Notwithstanding the foregoing, all pets must be properly licensed (if required) and have all required rabies shots and vaccinations. Pet owners must immediately remove pet waste, and dogs are not permitted on any part of the Common Elements unless carried or on a leash no more than six (6) feet in length. No pets shall be left unattended, or tied to any portion of the buildings, Common Elements, or Limited Common Elements. Unit Owners and occupants shall be responsible for any damage or injury caused by pets belonging to them, their family, servants, agents, invitees or licensees, and shall hold the Association harmless from any claims resulting from any actions of their pets.

Additional pet Rules may be adopted by the Executive Board.

- (e) No noxious or unreasonably offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done therein either willfully or negligently that may be or become a nuisance or an unreasonable annoyance, that interferes with or adversely affects the proper use, quiet enjoyment, or peaceful possession of the Property by other residents, or that adversely affects other Units or the Common Elements.
- (f) Unit Owners and occupants of Units shall comply with all laws, ordinances, and regulations, including, but not limited to, zoning and land use regulations, of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.
- (g) Nothing shall be affixed or attached to the Common Elements or Limited Common Elements or any part thereof except as may be permitted in the Rules adopted by the Executive Board.
- (h) Intentionally left blank.
- (i) Nothing shall be done to any Unit or on or in the Common Elements or Limited Common Elements which will impair the structural integrity of any part of the Property or which will structurally change any Improvements except in accordance with Article XIII.
- (j) No electrical device creating unusual electrical loading may be used on the Property or in any Unit, and nothing shall be kept in any Unit which will increase the rate of insurance or result in the cancellation of insurance on the building.
- (k) Misuse or abuse of appliances or fixtures within the Unit is prohibited; any damage resulting therefrom shall be the responsibility of the owner in whose Unit it shall have occurred.
- (l) Draperies, blinds, or curtains must be installed by each Unit Owner on all windows of their Unit and must be maintained and kept in good repair in said windows at all times.
- (m) No trailers, boats or recreational vehicles may be parked on any part of the Property at any time. Except for vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units, vehicles must be parked within the boundaries (length and width) of the Association's lined parking spaces and must be of a type and size (length, width and height), in such condition, and parked in such a manner that does not interfere with or adversely affect the proper

use, quiet enjoyment and peaceful possession of the Property (including the Association's parking spaces) by other residents, or that adversely affects other Units or the Common Elements or the work of the Association's contractors.

- (n) There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board, except as hereinafter expressly provided. Unit Owners are expressly permitted to install patios and appurtenant steps and lighting in the Common Elements ("Common Element Patios and Appurtenances") in accordance with Rules promulgated by the Executive Board, which Rules shall include specifications for construction, style, dimensions, and size; and provisions for Maintenance, Repair, Removal and/or Replacement of patios and appurtenant steps and lighting, and restoration of the Common Elements. Where the grassy Common Element area directly outside a Unit is bordered on three sides by sidewalks and on the fourth side by the building, the dimensions promulgated by the Executive Board shall in no event exceed the inner edges of the bordering sidewalks. No Common Elements Patios or Appurtenances shall be constructed in a manner that may reasonably be determined to be permanent, e.g. poured concrete or similar substance. The costs and liabilities for construction, Maintenances, Repair, Replacement, and/or removal of such Common Elements Patios and Appurtenances, and restoration of the Common Elements shall be the responsibility of the Unit who installed same. Should the Rules regarding construction, style, dimensions, and size be amended over time, the Executive Board may require that, upon the sale or conveyance of each Unit, the new Unit Owner bring the Common Elements Patios and Appurtenances into compliance with the amended Rules, unless the Executive Board, in its sole discretion, determines that it is impractical to require compliance with the amended Rules. Patios designated as Limited Common Elements pursuant to the Documents creating Savin Rock Condominiums, recorded on the West Haven Land Records in Volume 548 at Page 416 et seq. are not subject to the provisions of this Section 10.1(n), but are subject to all applicable provisions of the Documents, as they may be amended.
- (o) The Common Elements shall be kept free and clear of any litter, debris, rubbish, dilapidated, broken or rusted materials or items, and such other materials or items the presence of which, in the opinion of the Executive Board, evidence a lack of general maintenance or upkeep of the Common Elements.
- (p) Each Unit Owner shall be obligated to maintain their own Unit and keep it in good order and repair.

Section 10.2 - Restrictions on Alienation. The following restrictions on alienation apply to all Units:

- (a) For a period of one year following acquisition of a Unit by a Unit Owner, the Unit may not be occupied by any Person other than the Unit Owner and their family and guests. This provision does not apply to mortgagees, lienholders, or the Association who take title to Units by way of foreclosure or otherwise.
- (b) A Unit Owner who has held title to a Unit for at least one year may lease the Unit for a term of not less than one year provided that Unit Owner delivers to the Executive Board of copy of any lease (or lease renewal) which provides that it may not be modified, amended, extended or assigned without prior written consent of the Executive Board, and that the tenant shall abide by the Declaration, Bylaws or Rules of the Association. In the event of default by the tenant in the performance of any obligation in the Declaration, Bylaws or Rules, the Association shall have the power to terminate such lease and bring summary proceedings to evict the tenant pursuant to Section 47-244(d) of the Act.
- (c) Units may not be rented for transient, hotel or motel purposes, including AirBnB or similar schemes, or conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

Section 10.3 – Costs of Enforcement. Any and all costs of enforcement of restrictions on use, occupancy and alienation as set forth in this Article X, including attorney’s fees, shall be paid by the Unit Owner who by their action caused the need for the enforcement of these restrictions. Such costs are chargeable and collectable in the same manner as Common Expense Assessments against the Unit.

ARTICLE XI Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in the original Declaration and filed herewith as Schedule A-1.

ARTICLE XII Reallocation of Limited Common Elements

No Limited Common Elements may be reallocated under this Declaration.

ARTICLE XIII
Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Unit Owners.

- (a) A Unit Owner:
 - (i) May make any improvements or alterations to the interior of their Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community; and
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board.
- (b) 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 Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action.
- (c) Any required applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Unit Owner and a copy provided to the Association.
- (d) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, a Unit Owner may, with approval of the Executive Board, 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, nor fire separations between Units, nor lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subsection 13.1(d) is not an alteration of boundaries. The application procedure set forth in Article XIV of this Declaration must be followed.
- (e) After acquiring a Unit, a Unit Owner may add any partitions to the Unit to subdivide the Unit in accordance with applicable zoning and building codes and after obtaining appropriate permits.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV
Relocation of Boundaries Between Adjoining Units

Section 14.1 – Application and Amendment. Subject to the approval of any structural changes pursuant to Article XIII, the boundaries between adjoining Unit may be reallocated by an amendment to the Declaration on application to the Association by the owners of those Units. The amendment procedure set forth in Section 15.4(b) of this Declaration must be followed. If the owners of the adjoining Units have specified a reallocation between their Units of their allocated interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty 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 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 – Recording Amendment. The Association shall prepare and record Surveys and Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the costs of preparation and recording of the amendment.

ARTICLE XV
Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed under Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes are allocated as defined in Section 1.32.

Section 15.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association.

Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a Vote in excess of 67% percent of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a Vote of Unit Owners to which at least eighty percent (80%) of the Votes are allocated as defined in Section 1.32. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, or change the allocated interests of a Unit in the absence of unanimous consent of the Unit Owners.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, 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 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant, if any.

Section 15.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVIII.

ARTICLE XVI

Amendments to Bylaws

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

ARTICLE XVII

Termination

Termination of the Common Interest Community may be accomplished only in accordance with the provisions of the Connecticut General Statutes Chapter 828 - The Common Interest Ownership Act, as amended.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article XVIII is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article XVIII shall control.

Section 18.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 18.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification 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 18.4; and
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

- (a) **Document Changes.** Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of this Declaration by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the Vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner Vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;

- (iii) Reserves for Maintenance, Repair or Replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
 - (vi) Rights to use Common Elements and Limited Common Elements;
 - (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
 - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
 - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - (x) Insurance or fidelity bonds;
 - (xi) Leasing of Units;
 - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, the Association may not take any

of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:

- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, for reasons other than substantial destruction or condemnation, as to which a sixty-seven (67%) Eligible Mortgagee approval is required;
- (v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (vi) The merger of this Common Interest Community with any other Common Interest Community;
- (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense Assessments; and
- (ix) Any action taken not to repair or replace the Property.

The foregoing consents do not apply to the exercise of any Development Right.

- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or

amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 18.5 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination.

Section 18.6 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 18.7 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an 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 any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 18.8 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 18.9 - Attendance at Meetings. Any representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 - Definition of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration and of Maintenance, Repair or Replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents, by the Act, or both;
- (c) Expenses agreed upon as Common Expenses by the Association, including (i) expenses set out in a Budget adopted by the Unit Owners pursuant to Section 19.5, and (ii) any Special Assessments or Emergency Assessments approved pursuant to Section 19.6; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (c) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (d) If any Common Expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant, the Association may after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association, if any, under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner and their Unit.
- (e) If any damage or loss originates within a Unit and affects that Unit, another Unit and/or the Common Elements, the owner of the Unit in which the damage or loss originated shall be responsible for the costs to repair the damage or the deductible under the Association's insurance policy whichever is less, and such amount shall be assessed against said Unit following Notice and Hearing.
- (f) Fees, charges, late charges, fines, costs, expenses and interest charged against a Unit Owner pursuant to the Documents, the Act, or both are enforceable as Common Expense assessments.
- (g) Any Common Expense in excess of any insurance proceeds received by the Association, if any, associated with Damage or Destruction of a Unit or a Limited Common Element may, after Notice and Hearing, be assessed equally against the Unit or Units benefited or to which that Limited Common Element is assigned, regardless of fault.
- (h) Any Common Expense associated with the Maintenance, Repair or Replacement of a Limited Common Element may be assessed equally against the Unit or Units to which that Limited Common Element is assigned.

- (i) Any Common Expense or portion thereof benefiting fewer than all of the Units or their owners may be assessed exclusively against the Units benefited.
- (j) Any charges assessed against a Unit in connection with Declaration amendments, additions, alterations, or improvements applied for or approved under Sections 13.1 or 14.2 of this Declaration.
- (k) All reasonable attorney's fees and costs incurred by the Association in collecting past due Common Expense Assessments and other sums due from a Unit Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Unit Owner in which the Association is named as a defendant, shall be added to and included in the amount due to the Association from the Unit Owner as a Common Expense.
- (l) All reasonable attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Unit Owner or a tenant or other occupant of a Unit, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed against the Unit and its Unit Owner as a Common Expense:
 - (i) by the Executive Board after Notice and Hearing; or
 - (ii) as awarded by a court or arbitration.
- (m) If the Association, or anyone acting at the direction of the Association, incurs any expense for Maintenance, Repair or Replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening another Unit or the Common Elements including, but not limited to, gaining entry to the Unit in order to correct such condition, pursuant to Sections 6.4 and 6.5 of this Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.

Section 19.4 - Lien.

- (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 delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section 19.4. 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 this Declaration; (2) a first or second Security Interest in 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 herein to the extent of the Common Expense Assessments based on the periodic Budget adopted by the Association pursuant to Section 19.5 of this Article XIX which would have become due in the absence of acceleration during the nine (9) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described herein. This Subsection 19.4(b) does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 19.4 is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section 19.4 does not prohibit actions against Unit Owners to recover sums for which Subsection (a) of this Section 19.4 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section 19.4 shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense Assessments based on the Budget adopted by the Association pursuant to Section 19.5 of this Declaration.

- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses Assessments collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.
- (k) All references in this Section 19.4 to assessments shall include common expense assessments, fees, fines, and late charges.

Section 19.5 - Budget Adoption and Approval. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community's fiscal year ("Budget"), the Executive Board shall provide a summary of the Budget to all the Unit Owners, including any reserves and a statement for the basis on which any reserves are calculated and funded, and shall simultaneously set a date for a meeting of the Unit Owners to consider approval of the Budget not less than ten (10) nor more than sixty (60) days after providing the summary. Alternatively, the proposed Budget may be approved by the Unit Owners by ballot without a meeting in accordance with the Act. If at that meeting (or in a vote without a meeting by ballot) a majority of all Unit Owners do not reject the Budget, the Budget is approved, whether or not a quorum is present or voting. In the event the proposed Budget is rejected, the periodic Budget last approved by the Unit Owners shall be continued until such time as the Unit Owners approve a subsequent Budget proposed by the Executive Board. Any surplus left at the end of a fiscal year will automatically be used as a prepayment to the reserve fund unless the Executive Board decides otherwise.

Section 19.6 - Special Assessments and Emergency Assessments.

- (a) The Executive Board, at any time, may propose a "Special Assessment". Not later than thirty (30) days after the adoption of a proposed Special Assessment, the Executive Board shall provide a summary to all Unit Owners. If the Special Assessment, together with all other Special Assessments and Emergency Assessments for the same calendar year, does not exceed fifteen (15%) percent of the Association's last approved periodic Budget for that calendar year, the Special Assessment is effective without the approval of the Unit Owners. Otherwise, the Executive Board shall submit such Special Assessment to the Unit Owners for approval in the same manner as a Budget under Section 19.5. A Special Assessment subject to Unit Owner approval as provided may also be approved in a Vote by ballot without a meeting pursuant to 19.5 above.
- (b) If the Executive Board determines by a two-thirds (2/3) vote that an Emergency Assessment is necessary to respond to an emergency then (1) The Emergency Assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the Emergency Assessment must be provided promptly to all Unit

Owners; and (3) the Executive Board may spend the funds paid on account of the Emergency Assessment only for the purposes described in the vote.

- (c) Special Assessments and Emergency Assessments shall be due and payable in accordance with the payment schedule approved in the Unit Owner Vote or Executive Board vote for such assessments.

Section 19.7 - Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid Common Expense Assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.8 - Monthly Payment of Common Expense Assessments. All Common Expense Assessments under Sections 19.2 and 19.3 shall be due and payable monthly in accordance with the then current collection policy adopted by the Executive Board (“Collection Policy”), except that any special assessment or emergency assessment shall be due and payable in accordance with Section 19.6(c).

Section 19.9 - Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense Assessment levied against their Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid Common Expense Assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt themselves from liability for payment of any Common Expense Assessment by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made.

Section 19.11 - 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 Common Expense Assessment. Personal liability for the Common Expense Assessment shall not pass to a successor in title to the Unit unless they agree to assume the obligation.

ARTICLE XX

Right to Assign Future Income

Section 20.1 - Vote Required. The Association may assign its future income, including its right to receive Common Expense Assessments, as collateral for a loan only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the Votes in the Association are allocated.

Section 20.2 - Notice Regarding Loan Terms. Prior to entering into any loan agreement, the Executive Board shall disclose in a Record to all Unit Owners the amount and terms of such loan and the estimated effect of such loan on any Common Expense Assessment and shall afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan. The notice requirement provided for herein shall be dictated by statute or, in the absence of such statute, by resolution of the Executive Board.

ARTICLE XXI

Persons and Units Subject to Documents

All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the City of West Haven are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

ARTICLE XXII

Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

Section 22.2 - Property Insurance.

- (a) Property insurance covering:
 - (i) The Project Facilities (which term means all Improvements on the Property, including all fixtures and equipment, and shall include the Units, and all improvements and betterments installed by Unit Owners, unless the Executive Board decides, after giving notice and an opportunity for Unit Owners to comment, not to insure such improvements and betterments, 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, piers, pipes, flues and drains and other items normally excluded from property policies; and
 - (ii) All personal property owned by the Association.

- (b) **Amounts.** The Project Facilities for an amount equal to one hundred percent (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 amount equal to its actual cash value.

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

- (c) **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) **Other Provisions:** Insurance policies required by this Section 22.2 shall provide that:
- (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of their household.
 - (ii) No act or omission by any Unit Owner, unless acting within the scope of their authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iii) 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.
 - (iv) Loss shall be adjusted with the Association.
 - (v) Insurance proceeds shall 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.
 - (vi) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
 - (vii) The name of the insured shall be substantially as follows:

“Savin Rock Condominiums Association, Inc.”

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000.00

covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- (a) **Other Provisions.** Insurance policies carried pursuant to this Section shall provide that:
- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of their interest in the Common Elements or membership in the Association.
 - (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of their household.
 - (iii) No act or omission by any Unit Owner, unless acting within the scope of their authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iv) 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 affords primary coverage, provided that the loss exceeds the applicable policy deductibles.
 - (v) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, and to each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 - Fidelity Bonds. A blanket fidelity policy for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall 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 (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 22.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for their own benefit.

Section 22.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut, as necessary.

Section 22.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association, all duly-appointed committee members, and its designated agent, if applicable, in such limits as the Executive Board may, from time to time, determine.

Section 22.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.9 - Premiums. Insurance premiums shall be a Common Expense.

Section 22.10 – Insurance Certificates. An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association, and, on written request, to any Unit Owner or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known address.

ARTICLE XXIII

Damage To Or Destruction Of Property

Section 23.1 - Duty to Restore. Any portion of the Property which is Damaged or Destroyed for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall 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) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, Vote not to rebuild.

Section 23.2 - Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense except as otherwise provided in Section 19.3.

Section 23.3 - Plans. The Property must be repaired and restored in accordance with either the Plans or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

Section 23.4 - Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the Damaged or Destroyed Common Elements shall be used to restore the Damaged or Destroyed 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 shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners 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 (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the Damaged or Destroyed 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 23.6 - Certificates by the Executive Board. A trustee, if any, 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 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 23.7 - Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the City of West Haven from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIV
Rights to Notice and Comment;
Notice and Hearing

Section 24.1 – Notice and Comment

Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after Notice and Comment, and at any other time the Executive Board determines it is in the interest of the Association to do so, the Association shall give notice to the Unit Owners at least ten (10) days before the date on which the Executive Board will act. The notice shall include:

- (a) A statement that the Executive Board is considering an amendment to the Bylaws or the Rules or other action;
- (b) A copy of the text of the proposed amendment, addition, or deletion; and
- (c) The date on which the Executive Board will act on the proposal after considering comments from the Unit Owners, which comments may be submitted electronically or by regular mail.

Section 24.2 – Notice and Hearing – Generally

- (a) The procedures set out in this Section 24.2 shall be followed:
 - (i) Whenever the Documents require that an action be taken after Notice and Hearing; and
 - (ii) Before the Association brings an action or institutes a proceeding against a Unit Owner, except if the action is brought to prevent immediate or irreparable harm or to foreclose a lien for a Common Expense Assessment attributable to a Unit or fines imposed against a Unit Owner.
- (b) The hearing must be held during a regular or special meeting of Executive Board.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner, and to any other parties the Association considers appropriate.
 - (i) The notice shall be sent to the affected Unit Owner by certified mail, return receipt requested, and by regular mail.
 - (ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws.
 - (iii) The notice given under this Subsection 24.2(c) shall be in addition to any

other notice of the meeting of the Executive Board required to be given by Association.

- (d) The notice shall include the following:
 - (i) The date, time, and place of the hearing;
 - (ii) A description of the alleged violation or the nature of the claim against the Unit Owner;
 - (iii) Instructions as to how the Unit Owner can participate in the hearing and present the Unit Owner's position; and
 - (iv) An explanation of the consequences of not participating in the hearing.
- (e) At the hearing, the Unit Owner shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else who, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing. Notice of the decision shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.

Section 24.3 – Notice and Hearing – On the Request of a Unit Owner

- (a) Any Unit Owner, other than the Declarant, seeking to enforce a right granted or obligation imposed by the Act or the Documents against the Association or another Unit Owner other than the Declarant, may submit a written request to the Association for a hearing. The request shall include:
 - (i) A statement of the nature of the claim being made;
 - (ii) The names of the party or parties against whom the claim is being made; and
 - (iii) A reference to the provision or provisions of the Act or of the Documents on which the claim is based.
- (b) Not later than thirty (30) days after the Association receives such request, it shall schedule a hearing to be held during a regular or special meeting of the Executive Board. The meeting must be held not more than forty-five (45) days after the Association receives the request.

(c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner who requested the hearing, to any Unit Owner against whom a claim is being made, and to any other parties the Executive Board considers appropriate.

(i) The notice shall be sent to the Unit Owner requesting the hearing and to any Unit Owner against whom a claim is being made by certified mail, return receipt requested and by regular mail.

(ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws.

(iii) The notice given under this subsection shall be in addition to any other notice of the meeting of the Executive Board required to be given by the Documents or by applicable law.

(d) The notice shall include the following:

(i) The date, time, and place of the hearing;

(ii) A copy of the request received by the Association under Subsection 24.3(a); and

(iii) If the notice is sent to anyone other than the Unit Owner who requested the hearing, it shall also include copies of any other material submitted to the Association by the Unit Owner requesting the hearing in connection with the request.

(e) At the hearing, the Unit Owner requesting the hearing and the Unit Owner, if any, against whom the claim is made shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else which, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.

(f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested, and by regular mail.

ARTICLE XXV
Executive Board

Section 25.1 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as otherwise provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration, the Bylaws or the Act, the powers and duties necessary for the administration of the affairs of the Association which powers and duties are specifically outlined in the Bylaws.

Section 25.2 - 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 or until the next regularly scheduled election, whichever is sooner. An amendment to the Bylaws regarding the qualifications, powers or duties of the Executive Board shall require the vote or agreement of Unit Owners of Units to which at least a majority of the votes in the Association are allocated.

Section 25.3 - Rules Affecting Use and Occupancy of Units. The Association may adopt Rules that affect the use or occupancy of Units that may be used for residential purposes only to:

- (a) prevent any use of a Unit which violates the Declaration;
- (b) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or Common Elements by other Unit Owners;
or
- (c) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in Common Interest Communities, provided, however, no such restrictions shall be effective unless recorded in the land records.

Otherwise the Association may not regulate, via a Rule, the use or occupancy of Units.

Section 25.4 - Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Section 2.2 of the Bylaws, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines, charges, and expenses against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the General Statutes.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (b) permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of Declaration, Bylaws, or Rules.

Section 25.5 - Reserve Study. The Association shall be required to maintain an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired and replaced on a periodic basis. The Association may, but is not required to, perform a Reserve Study.

- (a) The Reserve Study. If a reserve study is done, it shall consist of a physical and financial analysis. The **physical analysis** shall consist of: (i) a component inventory identifying those portions of the Property that the Association is obligated to maintain, repair and replace on a periodic basis, including the useful life of each component; (ii) a condition assessment of each component on the component inventory by on-site inspection and (iii) estimates of the remaining useful life and replacement costs of each component. The **financial analysis** shall consist of: (i) an analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association in accordance with the reserve study and (ii) a future funding plan to meet the requirements of the reserve study.
- (b) Regular Updates and Funding. The reserve study shall be updated at the discretion of the Executive Board.

ARTICLE XXVI Condemnation

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

ARTICLE XXVII Miscellaneous

Section 27.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so requires.

Section 27.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of Chapter 828 and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Association has caused this Amended & Restated Declaration to be executed this 13th day of June, 2024.

Signed, Sealed and Delivered
in the Presence of:

Savin Rock Condominiums Association, Inc.

Joyce M. Kjos
Joyce M. Kjos
Twila L. Glidden-Hawley
Twila Glidden-Hawley

By: Neil A. Martino
Neil A. Martino
Its President

STATE OF CONNECTICUT :
: ss. North Haven
COUNTY OF NEW HAVEN :

The foregoing instrument was acknowledged before me this 13th day of June, 2024, by Neil A. Martino, President of Savin Rock Condominiums Association, Inc.

Twila L. Glidden-Hawley
Commissioner of the Superior Court
NOTARY PUBLIC



SCHEDULE

A-1

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

PARCEL NO. 1

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

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

Said parcel containing an Area of 11.03 ± acr

PARCEL NO. 2

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

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

Said parcel containing a total area of 11.06 acr

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

Said premises are subject to the following encumbrances:

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

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

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

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

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

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

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

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

SCHEDULE

A-2

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

LEGEND - AS TO LIMITED COMMON AREA

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

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

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

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

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

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

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Facilities</u>
<u>BUILDING # 6</u>					
1	2 BR - 1 B	4	1093	S.C.	.3446
2	2 BR - 1 B	4	1093	S.C.	.3446
3	2 BR - 1 B	4	1093	S.C.	.3446
4	2 BR - 1 B	4	1093	S.C.	.3603
5	2 BR - 1 B	4	1093	S.C.	.3603
6	2 BR - 1 B	4	1093	S.C.	.3603
7	2 BR - 1 B	4	1093	S.C.	.3603
8	2 BR - 1 B	4	1093	S.C.	.3759
9	2 BR - 1 B	4	1093	S.C.	.3759
10	2 BR - 1 1/2B	4	1174	S.C.	.3603
11	2 BR - 1 1/2B	4	1174	S.C.	.3603
12	2 BR - 1 1/2B	4	1174	S.C.	.3603
13	2 BR - 1 1/2B	4	1174	S.C.	.3759
14	2 BR - 1 1/2B	4	1174	S.C.	.3759
15	2 BR - 1 1/2B	4	1174	S.C.	.3759
16	2 BR - 1 1/2B	4	1174	S.C.	.3759
17	2 BR - 1 1/2B	4	1174	S.C.	.3916
18	2 BR - 1 1/2B	4	1174	S.C.	.3916
<u>BUILDING # 7</u>					
61	3 BR - 2 B	6	1596	SA, CP, SD	.4700
62	3 BR - 2 B	6	1596	SA, CP, SD	.4700
69	3 BR - 2 B	6	1596	SA, CP, SD	.4700
70	3 BR - 2 B	6	1596	SA, CP, SD	.4700
53	1 BR - 1st floor	3	672	SA, P	.2663
54	1 BR - 1st floor	3	672	SA, P	.2663
55	1 BR - 1st floor	3	672	SA, P	.2663
56	1 BR - 1st floor	3	672	SA, P	.2663
57	1 BR - 1st floor	3	672	SA, P	.2663
58	1 BR - 1st floor	3	672	SA, P	.2663
1	1 BR - 2nd floor	3	672	SA, B	.2820
2	1 BR - 2nd floor	3	672	SA, B	.2820
3	1 BR - 2nd floor	3	672	SA, B	.2820
4	1 BR - 2nd floor	3	672	SA, B	.2820
5	1 BR - 2nd floor	3	672	SA, B	.2820
6	1 BR - 2nd floor	3	672	SA, B	.2820
7	1 BR - 3rd floor	3	672	SA, B	.2976
8	1 BR - 3rd floor	3	672	SA, B	.2976

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

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

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

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

UNIT DESIGNATION
SAVIN ROCK CONDOMINIUMS

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

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUM

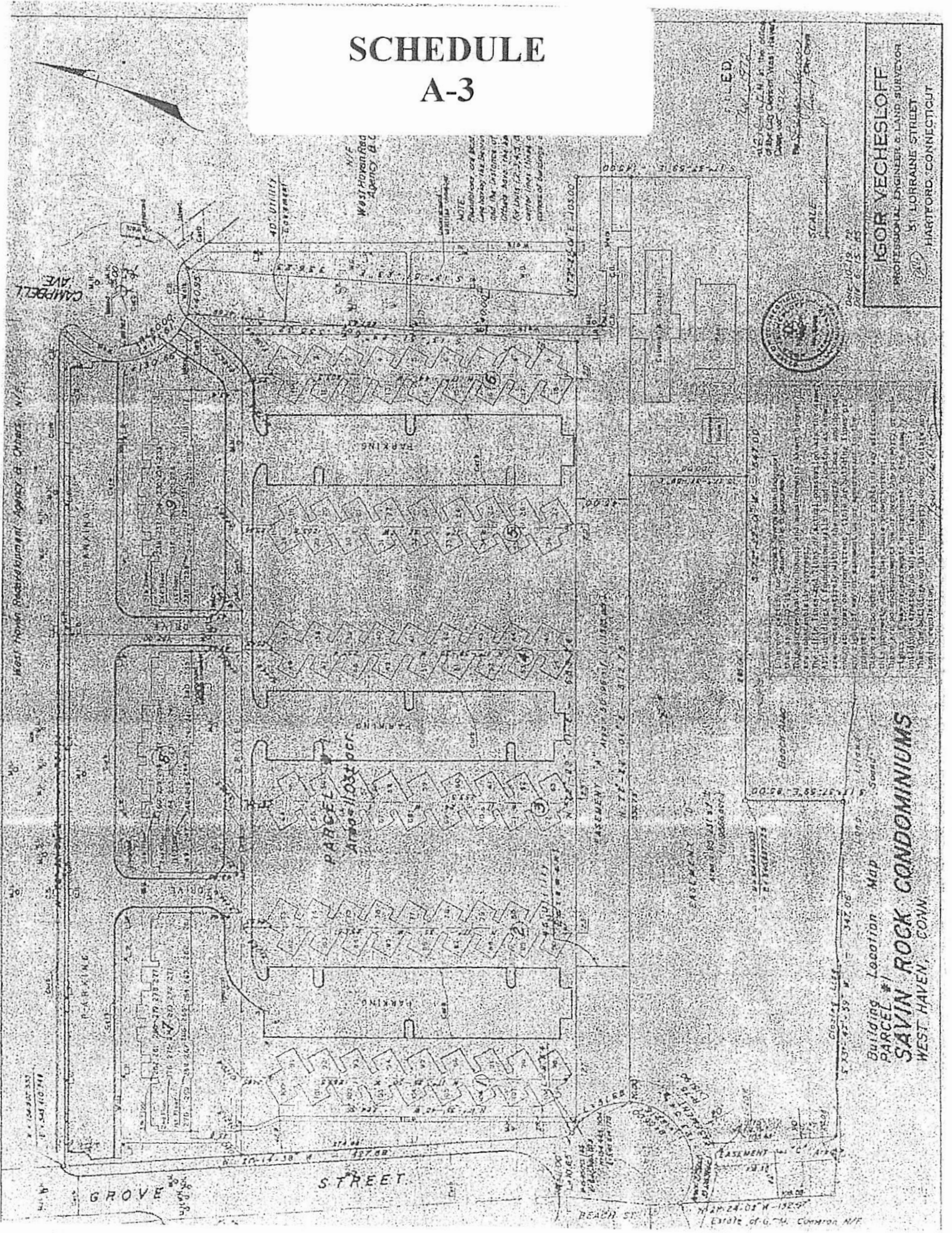
<u>Unit No.</u>	<u>Type</u>	<u># of Rooms</u>	<u>Approx. Gross Square Foot Area</u>	<u>Limited Common Area</u>	<u>% of Undivided Interest In Common Areas And Faciliti</u>
<u>BUILDING # 11</u>					
127	2 BR - 1 1/2B	4	1174	S.C.	.3603
128	2 BR - 1 1/2B	4	1174	S.C.	.3603
129	2 BR - 1 1/2B	4	1174	S.C.	.3603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

UNIT DESIGNATION

SAVIN ROCK CONDOMINIUMS

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

SCHEDULE A-3



FILED,
MAY 1972
at the City of West Haven
Office of the City Clerk
West Haven, Conn.

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



SCALE
1" = 10'-0"

Date: 10/18/72
Plot: 6-15-72

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CITY ENGINEER. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Building Location Map
Parcel #1
SAVIN ROCK CONDOMINIUMS
WEST HAVEN, CONN.

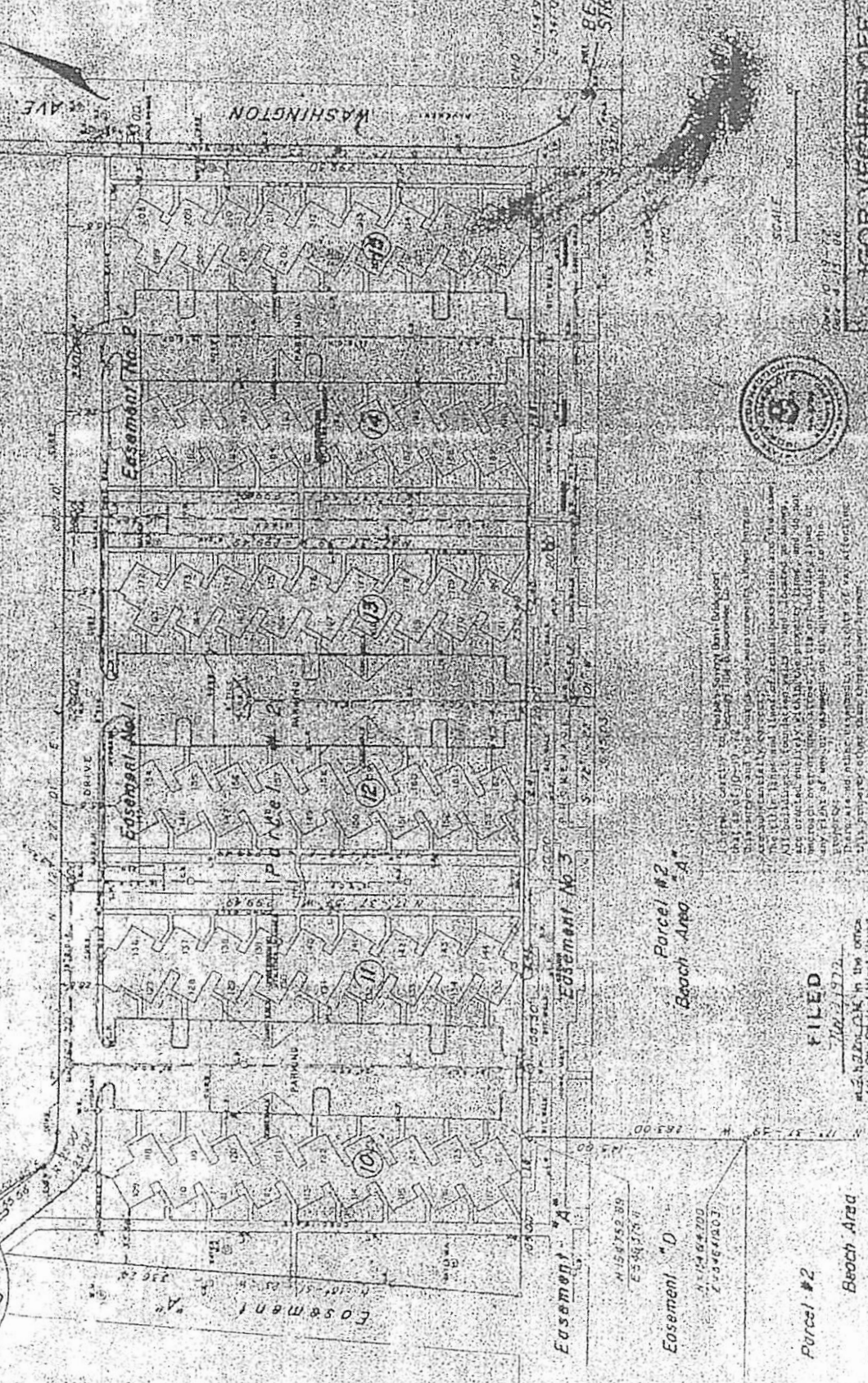
BEACH STREET
GROVE STREET
EASEMENT A AND B
EASEMENT C
EASEMENT D
EASEMENT E
EASEMENT F
EASEMENT G
EASEMENT H
EASEMENT I
EASEMENT J
EASEMENT K
EASEMENT L
EASEMENT M
EASEMENT N
EASEMENT O
EASEMENT P
EASEMENT Q
EASEMENT R
EASEMENT S
EASEMENT T
EASEMENT U
EASEMENT V
EASEMENT W
EASEMENT X
EASEMENT Y
EASEMENT Z

West Haven
 Redevelopment Agency
 & Others

Building Location Map
 PARCEL #2
SAVIN ROCK CONDOMINIUMS
 WEST HAVEN, CONN.

Parcel #2
 Beach Area

Easement "A"
 Easement "D"



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

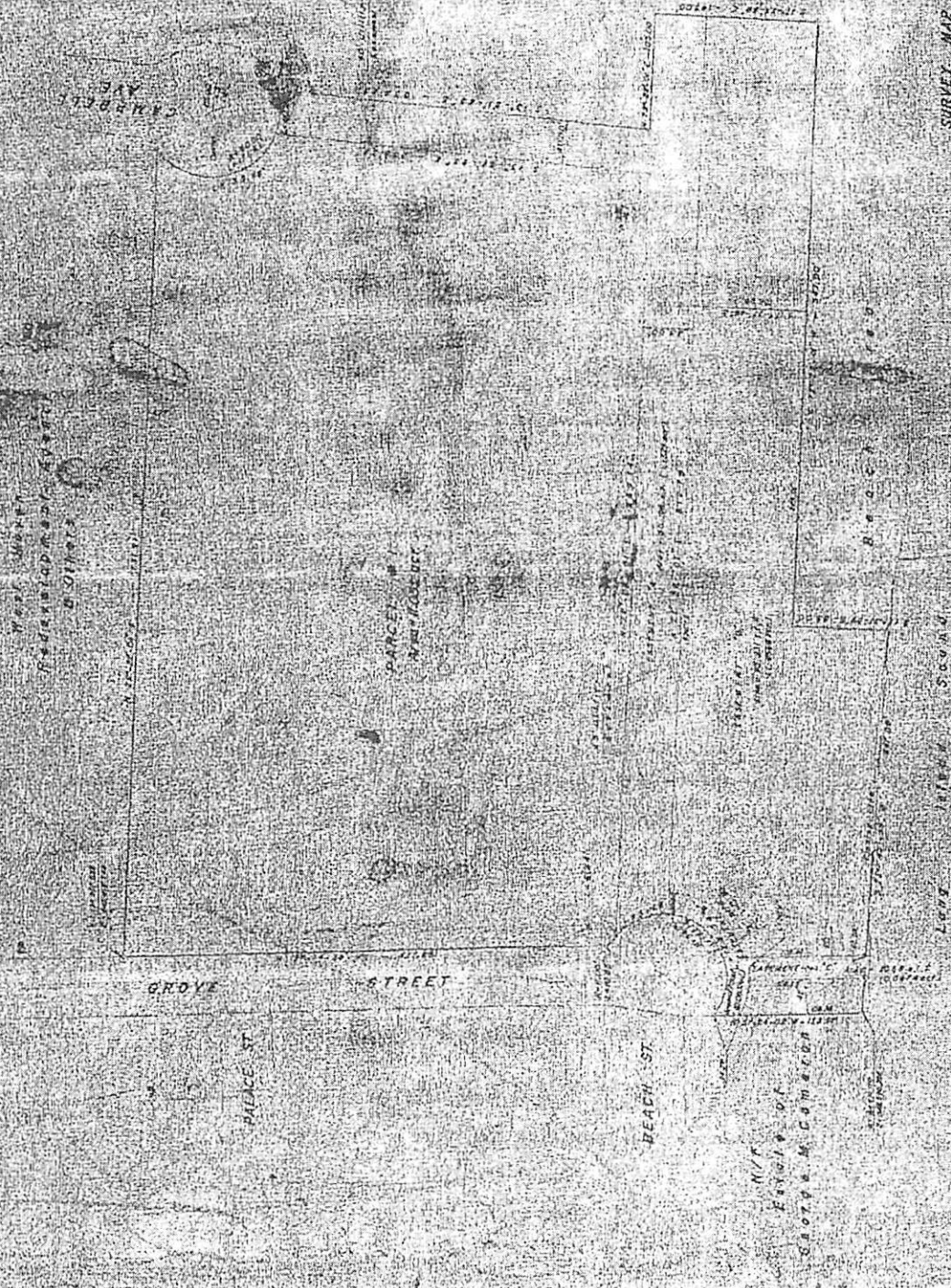
SCALE
 1" = 10'

This plan is submitted to the City of West Haven, Connecticut, for the purpose of obtaining a building permit for the proposed construction of the Savin Rock Condominiums. The plan shows the location of the building, the parking areas, and the easements. The plan is submitted in accordance with the provisions of the City of West Haven, Connecticut, Ordinance No. 10000, which requires the submission of a site plan for all new construction. The plan is submitted for the purpose of obtaining a building permit for the proposed construction of the Savin Rock Condominiums. The plan shows the location of the building, the parking areas, and the easements. The plan is submitted in accordance with the provisions of the City of West Haven, Connecticut, Ordinance No. 10000, which requires the submission of a site plan for all new construction.

FILED
 10/12/1972

Attest: I am the City Clerk of West Haven, Conn. and I certify that this plan has been filed for record in the City of West Haven, Connecticut, on this 12th day of October, 1972.

Parcel #2
 Beach Area



West Haven
 Redevelopment Agency
 & Others

PARCELS
 & OTHERS

WEST HAVEN
 REDEVELOPMENT AGENCY
 & OTHERS

West Haven
 Redevelopment Agency
 & Others

FILED
 SURVEY MAP
 PARCEL #1

SAVIN ROCK CONDOMINIUMS

WEST HAVEN, CONN.

IGOR VECHELOFF
 PROFESSIONAL ENGINEER & LAND SURVEYOR
 100 STATE STREET
 STAFFORD, CONNECTICUT 06485
 10-19-72

SAVIN ROCK CONDOMINIUMS

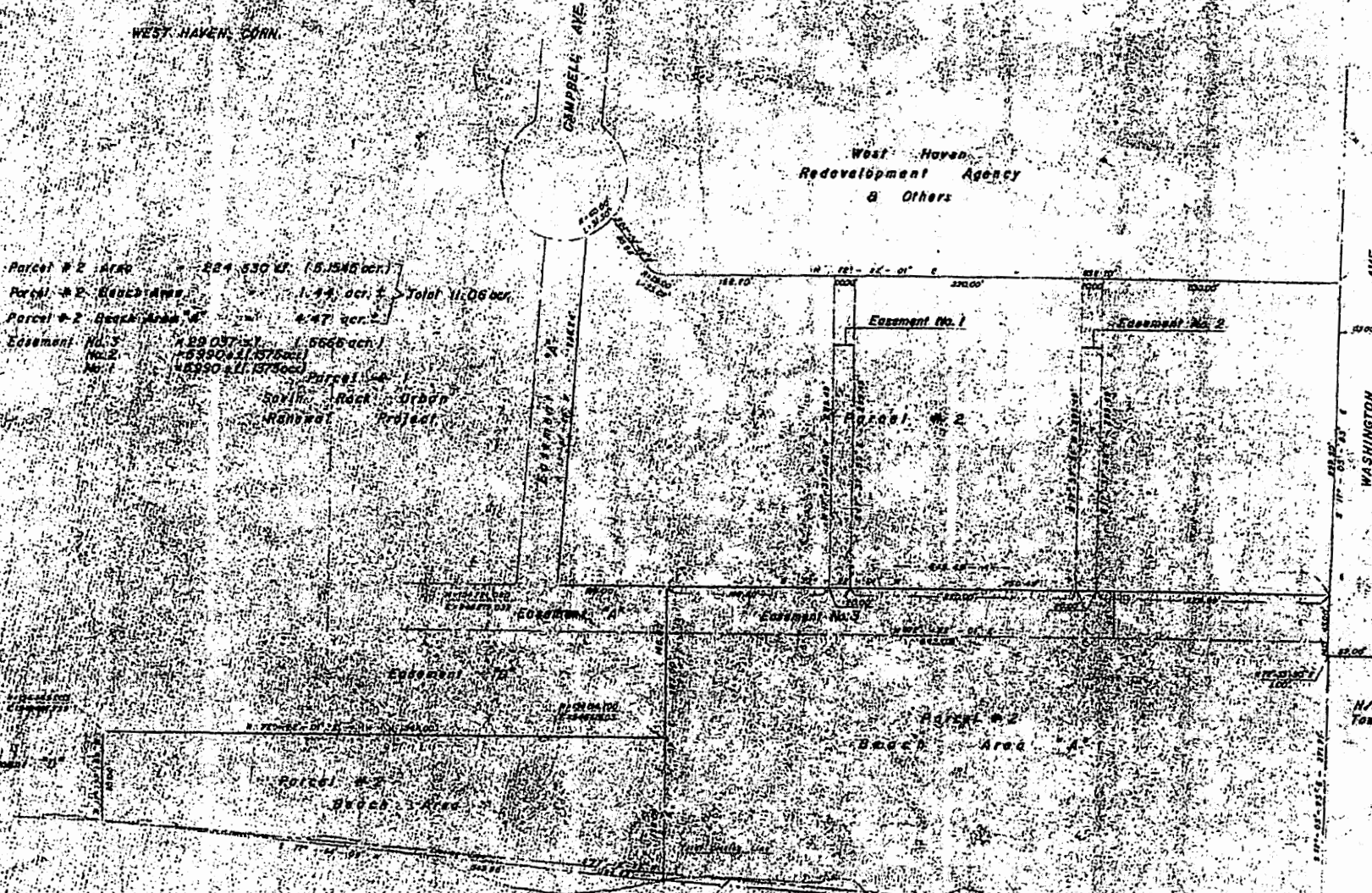
WEST HAVEN, CONN.

FILED
 7/10/73
 11:00 AM
 State of Connecticut
 Office of the Registrar
 100 State Street
 Hartford, Conn.

West Haven
 Redevelopment Agency
 & Others

Parcel # 2 Area = 224,530 sq. ft. (5.1540 ac.)
 Parcel # 2 Beach Area = 1.44 ac. Total 11.06 ac.
 Parcel # 2 Beach Area = 4.47 ac.
 Easement No. 1 = 224,530 sq. ft. (5.1540 ac.)
 No. 2 = 5390 sq. ft. (1.2376 ac.)
 No. 3 = 4830 sq. ft. (1.1060 ac.)

Savin Rock Urban
 Highway Project



WASHINGTON AVE.
 224,530 sq. ft.
 5.1540 ac.

WASHINGTON AVE.

BEACH ST.

N/T
 Town of West Haven

Prepared by the undersigned
 and by the Surveyor of Land &
 M. The Technical Corp., Inc.
 10-18-73



Prepared by the undersigned
 and by the Surveyor of Land &
 M. The Technical Corp., Inc.
 10-18-73

IGOR VECHESLOFF
 PROFESSIONAL ENGINEER & LAND SURVEYOR
 31 LORRAINE STREET
 HARTFORD 6, CONNECTICUT

SCALE: 1" = 40' DATE: 4-10-78
 DRAWING NO.

Bulletin Location Map
 PARCEL # 1
SAVIN ROCK CONDOMINIUMS
 WEST HAVEN, CONN.

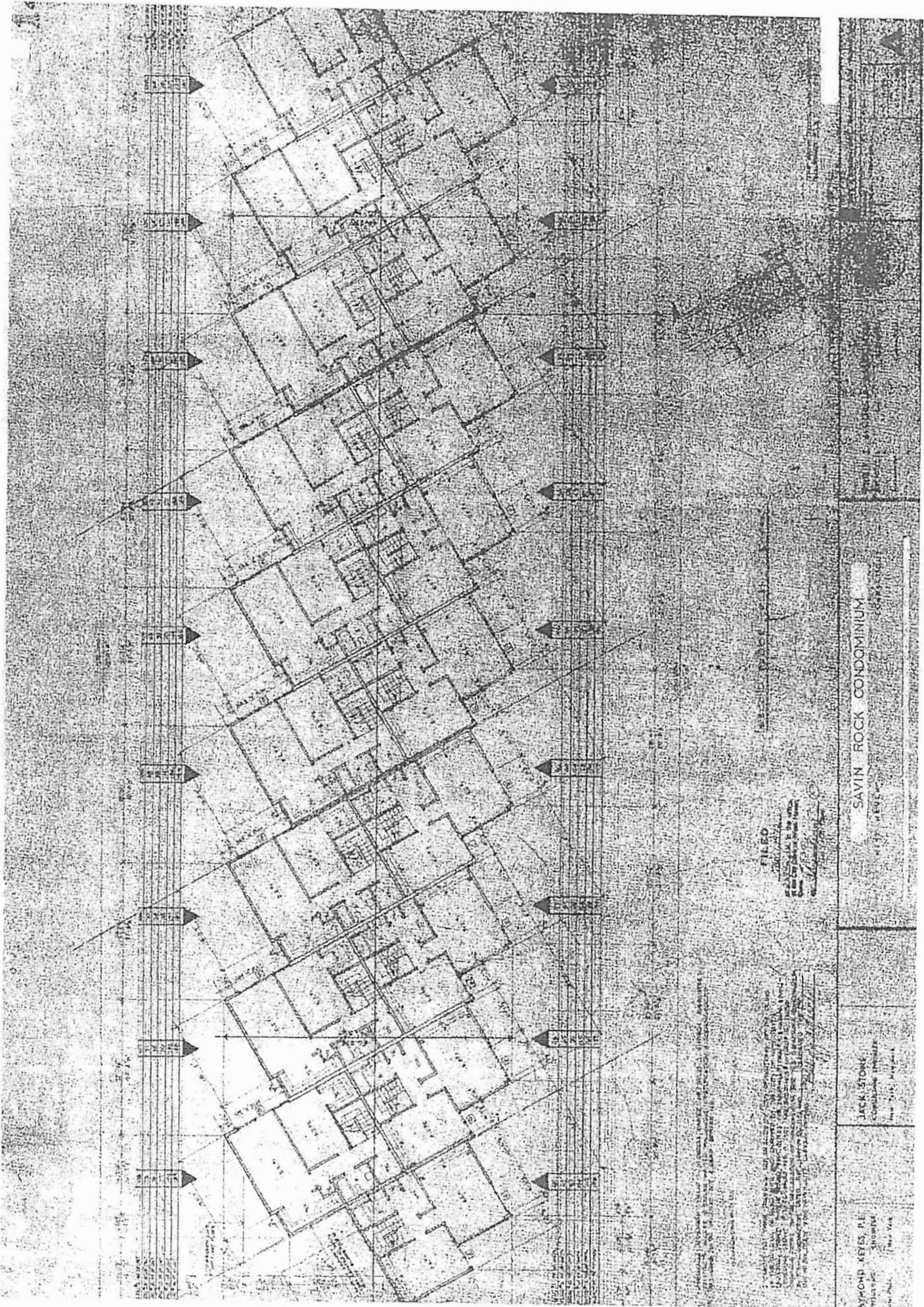


I hereby certify that the above is a true and correct copy of the original as shown to me by the architect, and that the same has been compared with the original and found to be correct. I am a duly licensed Professional Engineer in the State of Connecticut, and my name is on the list of Licensed Professional Engineers in the State of Connecticut, and I am duly sworn to the duties of my office.

DATE: 7/12/72
 I, IGOR VECHE, Professional Engineer No. 11,000, State of Connecticut, do hereby certify that the above is a true and correct copy of the original as shown to me by the architect, and that the same has been compared with the original and found to be correct. I am a duly licensed Professional Engineer in the State of Connecticut, and my name is on the list of Licensed Professional Engineers in the State of Connecticut, and I am duly sworn to the duties of my office.

FILED
 7/12/72
 11:00 AM
 HARTFORD, CT

IGOR VECHE
 PROFESSIONAL ENGINEER No. 11,000
 31 LORRAINE ST
 HARTFORD, CT 06103
 SCALE: 1/8" = 1'-0"
 DATE: 7/12/72
 DRAWN: [Signature]

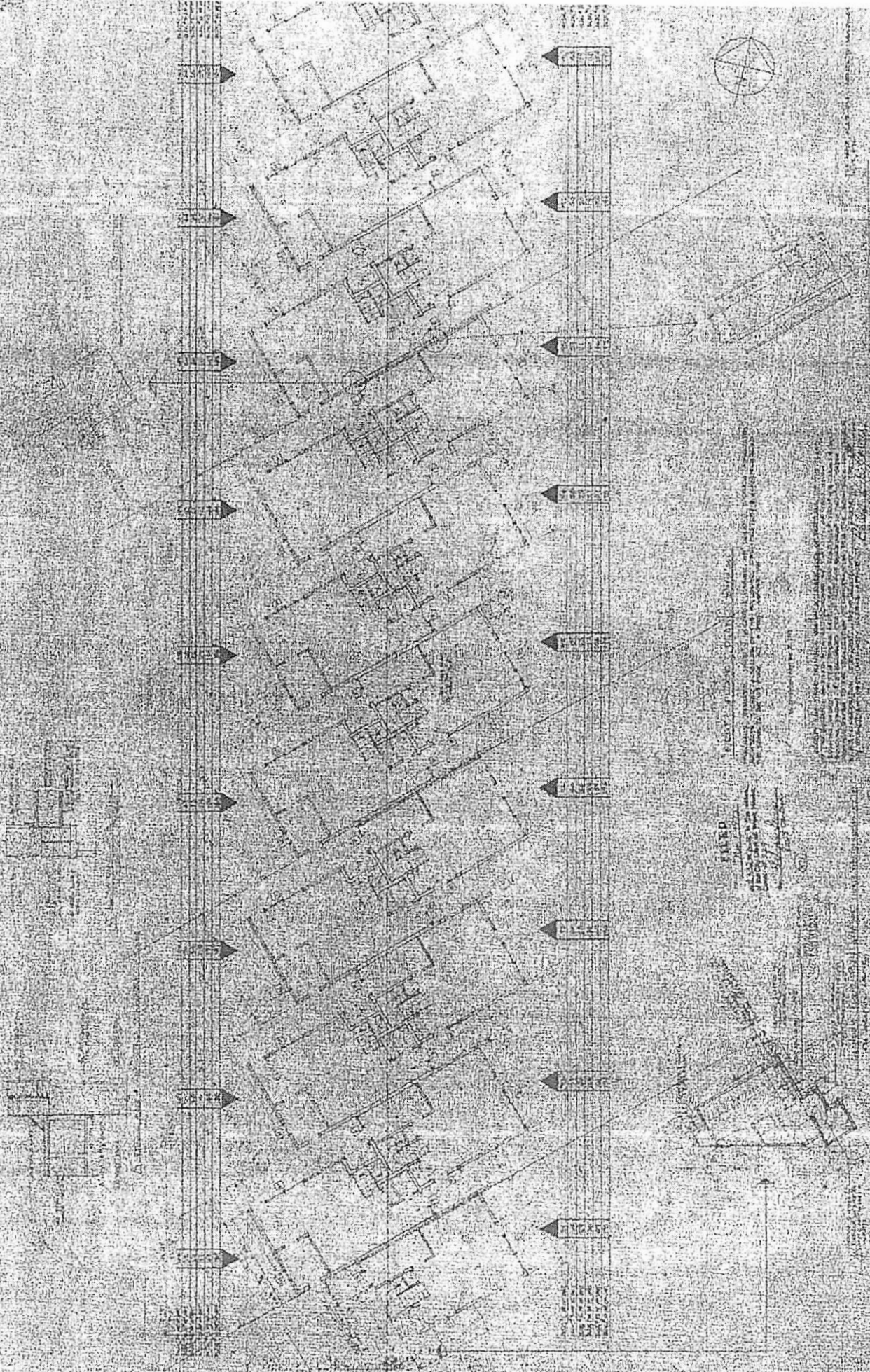


FILED
 2005 JUN 14
 DEPT. OF RECORDS & CLERKING
 100 N. MONTGOMERY ST. 10TH FL.
 BALTIMORE, MD 21201

SAVIN ROCK CONDOMINIUM

JACK STONK
 CRENSHAW BUILDING
 NEW YORK, N.Y.

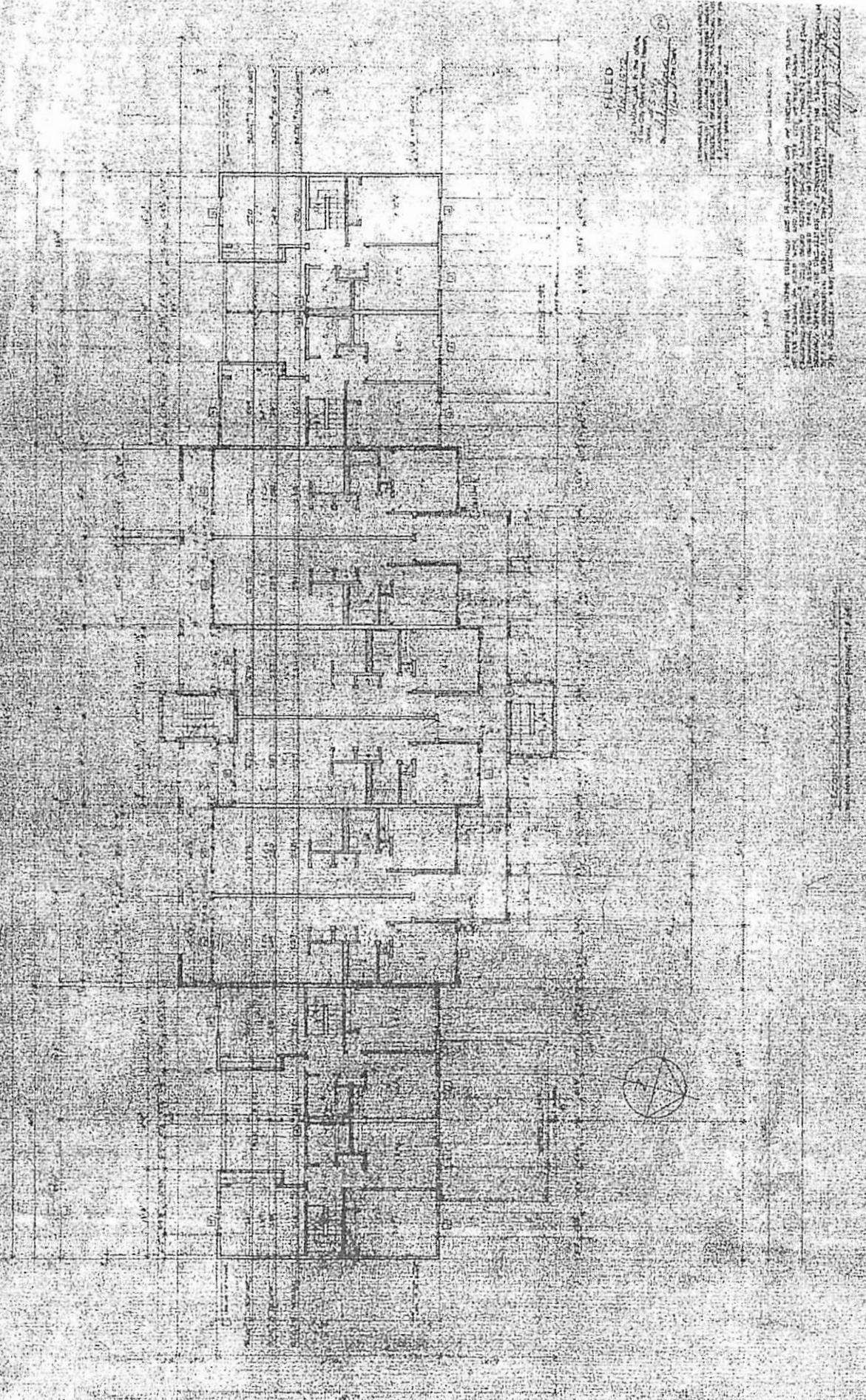
ALMOND KEYES, P.E.
 ARCHITECT
 NEW YORK, N.Y.



<p>RAYMOND STEEL CO. CORPORATION 100 N. W. 10th St. Miami, Fla.</p>	<p>SAVIR ROEIK ASSOCIATES INCORPORATED 100 N. W. 10th St. Miami, Fla.</p>	<p>SAVIR ROEIK CONDOMINIUM Phase II 100 N. W. 10th St. Miami, Fla.</p>	<p>LAKESIDE CONDOMINIUM 100 N. W. 10th St. Miami, Fla.</p>
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FIELD
This field is to be used for the purpose of showing the location of the building and the location of the building on the site. It is to be used for the purpose of showing the location of the building and the location of the building on the site.

624



FILED

7/24/1922
 112 1/2 North 12th Street
 City of Philadelphia
 Date: July 24, 1922
 By: [Signature]

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED BUILDING WAS CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PHILADELPHIA ORDINANCES AND REGULATIONS AND THAT THE SAME IS COMPLETELY ACCORDING TO THE CITY RECORDS AND THE CITY ENGINEER'S OFFICE RECORDS. I HAVE BEEN AIDED BY THE ARCHITECT AND ENGINEER, JACK STORVICK, IN THE PREPARATION OF THIS CERTIFICATE.

PHILADELPHIA, PA. JULY 24, 1922
 [Signature]

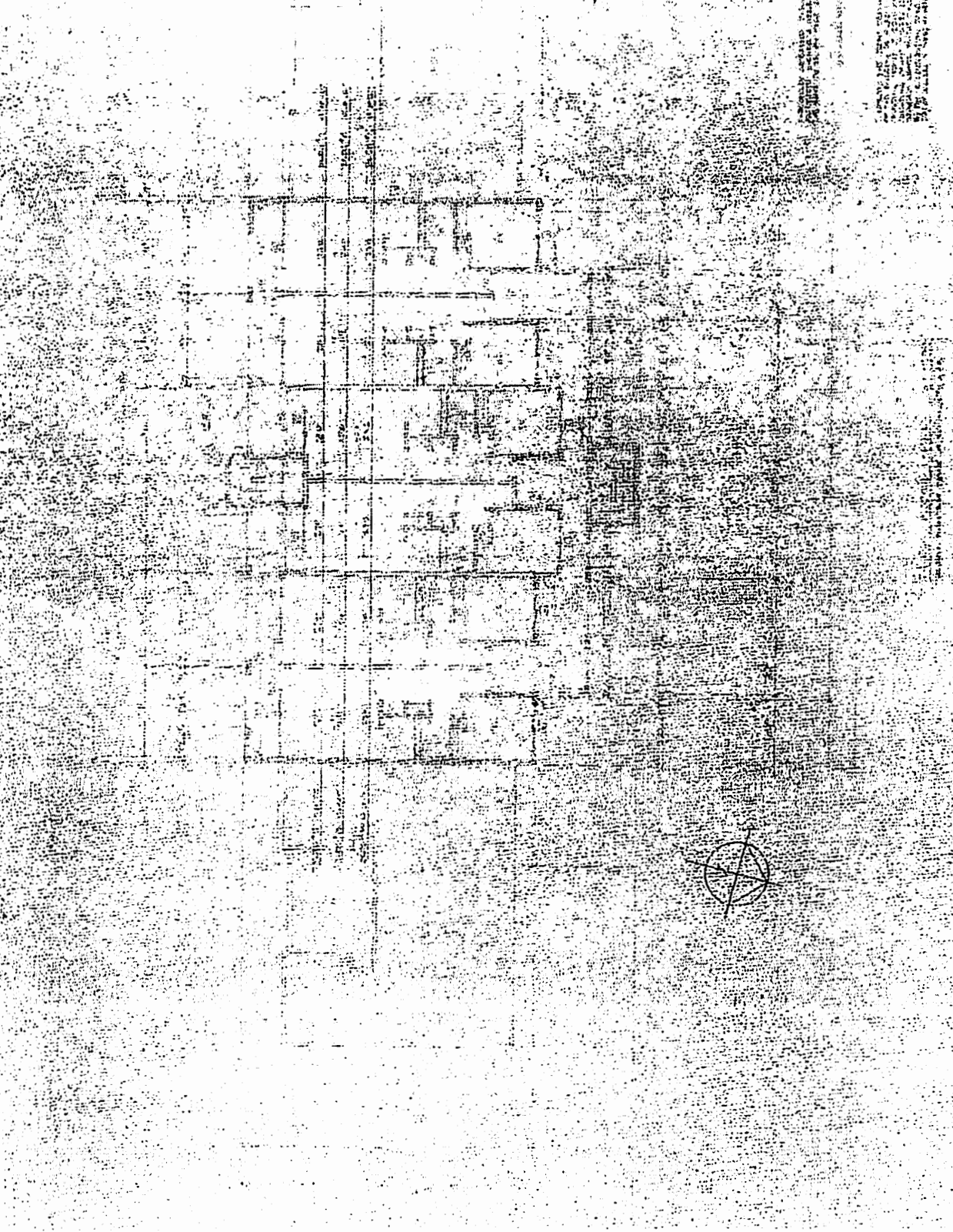
AND NEVES, P.E. ENGINEER 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.	JACK STORVICK ARCHITECT AND ENGINEER 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.	SAVIN ROCK CONDOMINIUM PHILADELPHIA, PA.	PHILIP J. B. CONCIA ASSOCIATES ARCHITECTS 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.	CITY OF PHILADELPHIA ENGINEER'S OFFICE 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.	CITY OF PHILADELPHIA ENGINEER'S OFFICE 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.	CITY OF PHILADELPHIA ENGINEER'S OFFICE 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.	CITY OF PHILADELPHIA ENGINEER'S OFFICE 112 1/2 NORTH 12TH STREET PHILADELPHIA, PA.
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FILED

7/11/12
RECORDED IN THE BOOK
OF THE COUNTY OF LOS ANGELES
PAGE 555
BY [Signature]

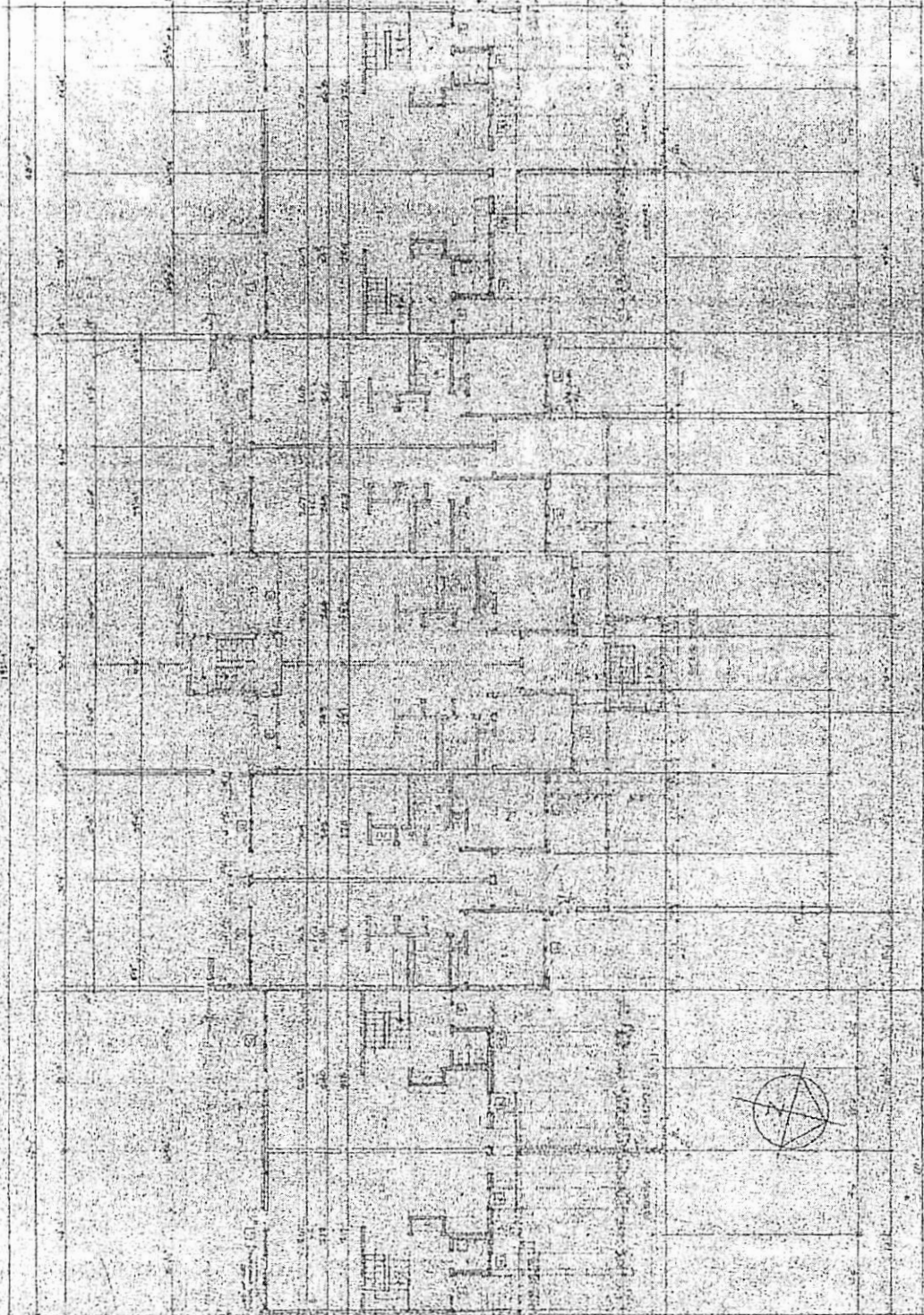
RECORDED IN THE BOOK OF THE COUNTY OF LOS ANGELES
PAGE 555
BY [Signature]

RECORDED IN THE BOOK OF THE COUNTY OF LOS ANGELES
PAGE 555
BY [Signature]



<p>SAVIN ROCK CONDOMINIUM</p>	<p>JACK ROSE</p>	<p>SAVIN ROCK CONDOMINIUM</p>	<p>PHILIP J. COOPER ASSOCIATES</p>	<p>FILED</p>
-------------------------------	------------------	-------------------------------	------------------------------------	--------------





FILED
 10/10/2012
 10:10 AM
 City of West Valley
 Planning Department
 10/10/2012

REVISIONS APPROVED BY THE CITY OF WEST VALLEY PLANNING DEPARTMENT
 10/10/2012

THESE PLANS WERE PREPARED BY THE ARCHITECT AND ENGINEER AND THE CITY OF WEST VALLEY PLANNING DEPARTMENT HAS REVIEWED THEM FOR CONFORMANCE WITH THE CITY OF WEST VALLEY ZONING ORDINANCES AND THE CITY OF WEST VALLEY SUBDIVISION ACT. THE CITY OF WEST VALLEY PLANNING DEPARTMENT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

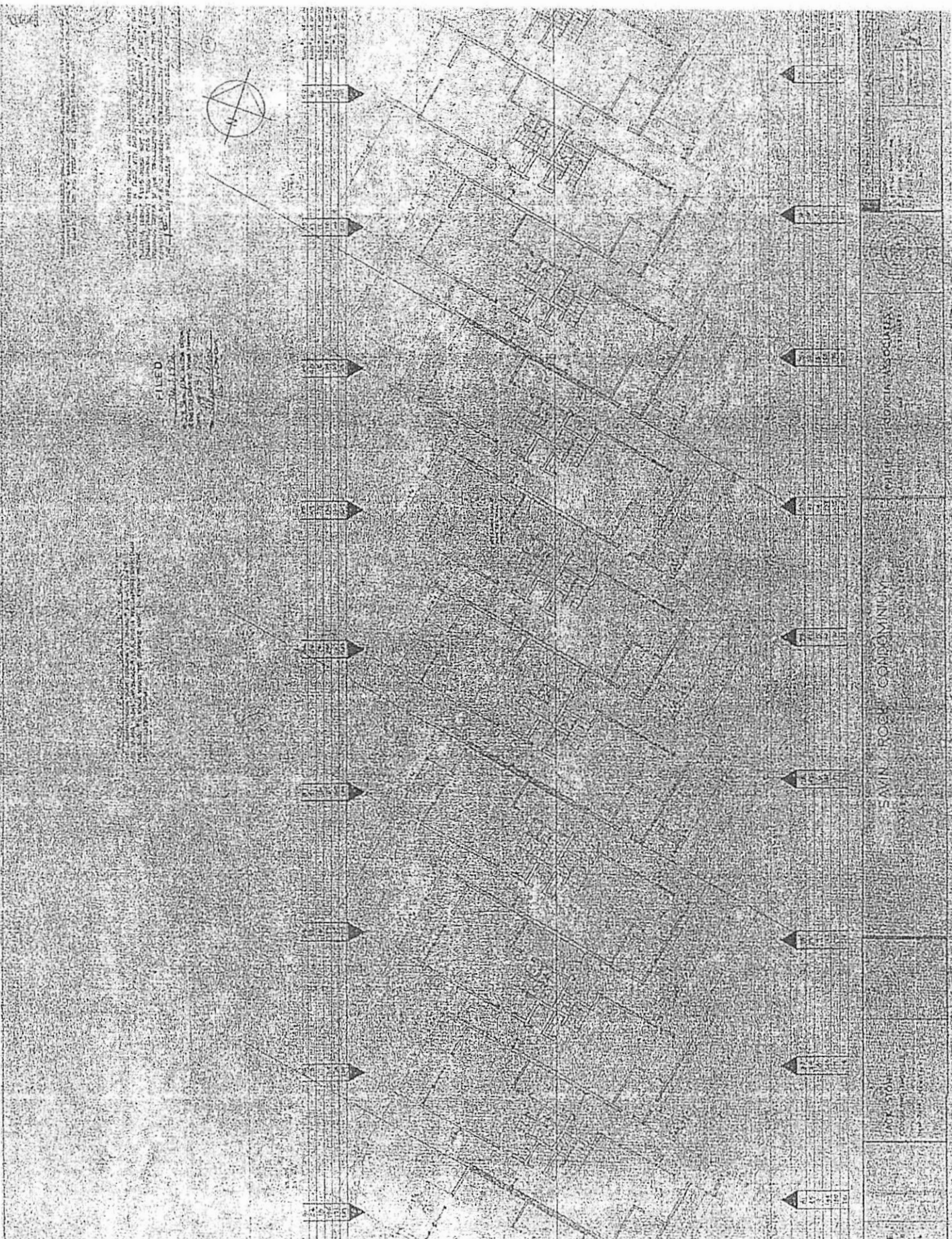
DATE: 10/10/2012
 TIME: 10:10 AM
 CITY OF WEST VALLEY
 PLANNING DEPARTMENT

PHILIP J. MCGONIGAN, ARCHITECT
 10/10/2012

SAVIN ROCK CONDOMINIUM
 WEST VALLEY, IN
 CONNECTICUT

JACK STONE
 CONSULTING ARCHITECT
 10/10/2012

REYS, P.E.
 10/10/2012



FILED
 7/16/12
 11:00 AM
 11/11/12

END OF DOCUMENT Pages 58

John Lewis, City Clerk
 City of West Haven

John Lewis