

AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP

OF ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION

~~dated September 16, 2008,~~

~~AS AMENDED BY THE FIRST AMENDMENT THERETO~~

~~dated September 12, 2016~~ Dated _____, 2023

ARTICLE 1. - AMENDMENT AND RESTATEMENT

Oronoque Village Condominium (hereinafter called the “Property”), located at 600 North Trail, Stratford, Connecticut, is a condominium previously declared under Chapter 825, Sections 47-67 through 47-88 of the Connecticut General Statutes, Revision of 1958, as amended, herein called the “Unit Ownership Act”.

The description of the land, buildings, and other improvements comprising Oronoque Village and the identification of units therein are as described in Declarations and By-Laws of Oronoque Village Condominium as set forth in the following volumes and pages of the Stratford Land Records:

Oronoque Village Condominium No. 1,	Volume 466, Page 311
Oronoque Village Condominium No. 2,	Volume 466, Page 730
Oronoque Village Condominium No. 3,	Volume 468, Page 1161— as amended in Volume 493, Page 17
Oronoque Village Condominium No. 4,	Volume 469, Page 982 — as amended in Volume 498, Page 24
Oronoque Village Condominium No. 5,	Volume 473, Page 908— as amended in Volume 498, Page 32
Oronoque Village Condominium No. 6,	Volume 475, Page 538
Oronoque Village Condominium No. 7,	Volume 477, Page 647
Oronoque Village Condominium No. 8,	Volume 479, Page 904— as amended in Volume 484, Page 1099
Oronoque Village Condominium No. 9,	Volume 473, Page 768
Oronoque Village Condominium No. 10,	Volume 482, Page 573
Oronoque Village Condominium No. 11,	Volume 484, Page 623
Oronoque Village Condominium No. 12,	Volume 486, Page 228
Oronoque Village Condominium No. 14,	Volume 495, Page 56
Oronoque Village Condominium No. 15,	Volume 494, Page 358
Oronoque Village Condominium No. 16,	Volume 488, Page 441
Oronoque Village Condominium No. 17,	Volume 490, Page 857
Oronoque Village Condominium No. 18,	Volume 493, Page 930
Oronoque Village Condominium No. 19,	Volume 500, Page 1112
Oronoque Village Condominium No. 20,	Volume 505, Page 12
Oronoque Village Condominium No. 21,	Volume 494, Page 603
Oronoque Village Condominium No. 22,	Volume 495, Page 948
Oronoque Village Condominium No. 23,	Volume 506, Page 902— as amended in Volume 507, Page 1157
Oronoque Village Condominium No. 24,	Volume 508, Page 358
Oronoque Village Condominium No. 25,	Volume 510, Page 524— as amended in Volume 513, Page 962 and Volume 513, Page 1151
Oronoque Village Condominium No. 26,	Volume 512, Page 157

There is attached hereto and made a part hereof as Schedule D-1 a list of all 929 units in Oronoque Village and the percentage of interest appurtenant to each unit in all of Oronoque Village.

The above-described ~~p~~Property was and is subject to a Joint Plan of Merger and Agreement for Merger and Amendment to Declaration of Unit Ownership Dated August 8, 1978 and recorded September 18, 1978 in Volume 533 at Page 468 through 553; an Amendment to Declaration of Unit Ownership dated August 8, 1978 and recorded September 18, 1978 in Volume 533, at Pages 554 through 624; ~~an~~ Amendment to By-Laws dated March 10, 1989 and recorded in Volume 707, at Page 1146; an Amendment of Declaration of Unit Ownership dated March 10, 1989 and recorded in Volume 707, at Page 1148; ~~an~~ Amendment of Declaration dated September 14, 1990 and recorded in Volume 752 at Page 140; ~~and~~ an Amendment of Declaration dated March 27, 1998 and recorded in Volume 1363 at Page 44; and an Amendment of Declaration dated September 12, 2016 and recorded in Volume 4008 at Page 339, all of the Stratford Land Records.

The ~~unit owners~~Unit Owners of Oronoque Village now wish to further amend and restate said Declaration of Unit Ownership and Amendments thereto (collectively, the “Current Declaration of Unit Ownership and its Amendments”) and the By-Laws of Oronoque Village Condominium in the manner hereinafter set forth pursuant to Article ~~16~~12 of the Current Declaration of Unit Ownership and its Amendments and Article XIII of the By-Laws. The following provisions shall accordingly constitute the Amended and Restated Declaration of Unit Ownership and By-Laws of ~~Oronoque Village Condominium~~the Association from and after its passage and recordation.

ARTICLE 2. - DEFINITIONS

As used herein and in the condominium instruments, unless the context otherwise requires, all terms shall have the same meaning as they do in Chapter 825 of the Connecticut General Statutes, except for the following:

“Association” means the incorporated entity known as Oronoque Village Condominium Association, Inc., comprising as its members all of the Unit Owners within Oronoque Village ~~as hereinafter defined~~, acting as a group in accordance with the condominium instruments.

“Board of Directors” or “Board” means the Board of Directors of the Association.

“Unit” means those areas identified as units and described in the Declarations and By-Laws of Oronoque Village Condominium and set forth in the Stratford Land Records referred to in Article 1 and with a direct exit to a public street or highway or to Common Elements leading to such street or highway.

“Unit Owner” means the person, persons collectively (if more than one person owns a Unit), ~~corporation, partnership, trust or other legal entity, including the Entity Unit Owner (which may include~~ the Association), ~~having~~ legal title to the Unit, but does not include a person or entity having an interest in the Unit solely as security for an obligation.

“Entity Unit Owner” shall mean a trust, corporation, partnership, limited liability company, limited liability partnership, or other legal entity that holds legal title to a Unit.

“Spouse” means a partner in a marriage or civil union, recognized under the laws of any State of the United States, to a Unit Owner.

“Domestic Partner” means a partner of an unmarried individual, who ~~is living~~resides in the Unit with such individual in a committed relationship.

~~“Unit” means those areas identified as Units and described in Declaration and By-Laws of Oronoque Village Condominium and set forth in the Stratford Land Records referred to in Article 1 and with a direct exit to a public street or highway or to Common Elements leading to such street or highway.~~

“Common Elements” means all portions of the condominium, including the Limited Common Elements, and all portions of Oronoque Village submitted to the provisions of Chapter 825 of the Connecticut General Statutes, other than the ~~u~~Units, including ~~such~~the community areas and facilities, ~~hereinafter defined, as may be provided for herein.~~

“Limited Common Elements” means and includes those ~~common areas and facilities~~Common Elements reserved for use of a certain Unit or certain Units to the exclusion of other Units, and shall specifically mean and comprise the area immediately in front of the garages, all doorsteps, stoops, decks, patios, exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit’s boundaries, all ~~terraces, patios,~~ balconies and/or attic space immediately appurtenant to a ~~Dwelling~~Unit, provided, however, that each ~~owner~~Unit Owner whose Unit has access to such areas from the interior of his Unit shall have the exclusive use of such ~~limited common areas~~Limited Common Elements.

“Community areas and facilities” means those areas and facilities, including, but not limited to, recreational facilities, the Club Houses ~~(as herein defined)~~, streets, roadways, open spaces, ~~raequet sports facilities,~~ maintenance building, antenna site and mini-farms, which benefit all Unit Owners and ~~‘Oronoque Village’ as hereinafter defined~~Village.

“Club Houses” means (i) the North Club House and its land and related improvements, as more particularly described in Schedule A-1 attached ~~hereto and made a part hereof, to and made a part of the Amendment of Declaration dated September 12, 2016 and recorded in Volume 4008 at Page 339, of the Stratford Land Records (the “2016 Declaration Amendment”)~~, and (ii) the South Club House and its land and related improvements, as more particularly described in Schedule A-2 attached ~~hereto and made a part hereof, of the 2016 Declaration Amendment.~~

“Common ~~e~~Expenses” means and includes:

- (A) Expenses of administration, maintenance, repair or replacement of the Common Elements, ~~whether within or without any particular condominium in Oronoque Village, as hereinafter defined, as long as the same pertains to said Oronoque Village;~~
- (B) Expenses declared common expenses by provisions of the Unit Ownership Act or by the condominium instruments;
- (C) Expenses agreed upon as common expenses by the Association and lawfully assessed against the Unit Owners in accordance with the condominium instruments;
- (D) Reasonable reserves established for the repair or replacement of capital improvements or improvements with more than a single year life;
- (E) Proportionate share of expense of maintaining ~~certain~~the community areas and facilities ~~of Oronoque Village as hereinafter defined,~~ which proportionate share is as shown on Schedule D-1 annexed hereto and made a part hereof;
- (F) Any expense pertaining to Oronoque Village or the Association, other than expenses attributable to a Unit or Units;

- (G) All real estate and personal property taxes levied by any governmental unit upon the land and improvements of the Club Houses;
- (H) All fire, comprehensive and public liability insurance premiums upon policies of insurance for said community areas and facilities;
- (I) Cost of maintaining, repairing, lighting and snow plowing of all community streets, roads, paved parking areas, and utility easements, and specifically including those streets and roads known as North Trail, South Trail and Midwood Trail;
- (J) Maintenance of all lawn or grass areas, including shrubbery and trees within Oronoque Village;
- (K) Cost of hiring and employing such managerial, supervisory, secretarial or other labor necessary to perform services for the Association.
- (L) Costs of operation of the Club Houses and recreational facilities for the mutual benefit and enjoyment of all Unit Owners; and
- (M) Any other cost which the Board deems to be a proper and necessary common expense.

Notwithstanding the inclusion here, the cost of operating recreational and other facilities as an item of common (community) expense, nothing herein contained shall be deemed to prohibit the assessment by the Association or its duly designated agent of reasonable fees to be charged to the users of such facilities.

“Oronoque Village” means all of the ~~separate condominium associations and~~ Units and the community areas and facilities situated in a tract of land comprising approximately 300 acres off Oronoque Lane, Stratford, Connecticut, as is more particularly shown on a certain map entitled ‘Oronoque Hills, Stratford, Conn.’— Scale 1”-200’ dated February 1970, certified substantially correct by T. Donald Rowe, R.L.S. and P.M. Owner and Developer Oronoque Hills, filed in the Stratford Land Records as Map No. 1696, excluding therefrom, however, the Oronoque Village Golf Course, (now known as Blackhawk Country Clubhouse Club), and the Golf Course’s club house and directly related facilities- (including any successor to said Golf Course or Country Club).

—In all cases wherein the Declaration of Condominiums and By-Laws read “common areas and facilities” or “limited common areas and facilities”, the same shall read “common elements” or “limited common elements”, as the case may be.

ARTICLE 3—.- DESCRIPTION OF COMMON ELEMENTS

—The Common Elements shall mean all portions of the pProperty, except the Units as more particularly set forth in ARTICLE Article 2, hereinabove attached.

ARTICLE 4—.- PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREASELEMENTS APPERTAINING TO EACH UNIT AND ITS OWNER

—The percentage of the undivided interest in the Common Elements appertaining to each Unit and its owner is more particularly set forth in Schedule D-1 annexed hereto. The total percentage of the undivided interest of all the Units equals 100%. The percentages set forth on Schedule ~~d~~ D-1 shall be the basis for determining each Unit’s ‘proportionate share’ of ~~community expenses as herein defined~~ Common Expenses, common charges and common profits. Furthermore, each Unit shall be entitled to a vote in the Association, ~~as merged,~~ in proportion to its interest in the Common Elements of Oronoque Village, which proportion is and shall be in the percentage set forth on Schedule D-1.

ARTICLE 5—.- USE, PURPOSES AND RESTRICTIONS

—The use of the ~~p~~Property and the purposes for which the ~~buildings~~Common Elements and each of the Units are intended shall be in accordance with the following provisions:

- (A) Each Unit is hereby restricted to residential use as a single-family residence by the owner or owners thereof, their lessees, their immediate families, guests and invitees. A single-family residence is defined as a single housekeeping ~~U~~unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. No owner or ~~owners~~occupant of any Unit shall permit use of the Unit for transient, hotel or commercial purposes.
- (B) In order to preserve the character of Oronoque Village as an adult community meeting the requirements of the Federal Fair Housing Act~~Amendments of 1988~~, anything to the contrary herein notwithstanding, occupancy of any Unit shall be limited to persons of the age fifty-five (55) years or older (each an “Age Qualified Occupant”); a Spouse or Domestic Partner of an Age Qualified Occupant, regardless of age, residing with such Age Qualified Occupant; and the child or children of an Age Qualified Occupant and/or such Age Qualified Occupant’s Spouse or Domestic Partner, residing with such Age Qualified Occupant and his/~~her~~ Spouse or Domestic Partner, provided the child or children is or are of the age of seventeen (17) years or over. Notwithstanding the foregoing, at any one time, not more than twenty percent (20%) of the Units may be occupied by a person under the age of fifty-five (55), provided that such person:
- (a) is the surviving Spouse or Domestic Partner of a deceased ~~unit owner~~Unit Owner who was ~~age fifty-five (55) or over~~an Age Qualified Occupant at the time of his ~~or her~~ death ~~and, provided~~ that such surviving Spouse or Domestic Partner acquired title to such Unit by devise, intestate succession or survivorship; or
 - ~~(b) in the case of a Unit that is owned by an Entity Unit Owner, is the surviving Spouse or Domestic Partner of a deceased person who was an Age Qualified Occupant at the time of his death, provided that such survivor resided at the Unit at the time of such death and either (i) provides to the Association satisfactory evidence that such survivor already owned at least fifty percent (50%) of the interests of such Entity Unit Owner at the time of such death (or in the case of an Entity Unit Owner that is a trust, provides satisfactory evidence that such survivor is a beneficiary of such trust), or (ii) provides to the Association satisfactory evidence that such survivor is entitled to own or acquire at least 50% ownership of such interests by devise, intestate succession or survivorship (or in the case of an Entity Unit Owner that is a trust, provides satisfactory evidence that such survivor will become a beneficiary of such trust); or~~
 - ~~(c)~~ (b)(c) occupied the Unit on March 8, 1989, for so long as such occupancy shall continue.

The foregoing occupancy restrictions shall not be construed to prevent the occupants of any of the Units from entertaining guests of any age in their Units, including temporary residency not to exceed six (6) months in any twelve (12) month period.

- (C) Nothing shall be done or kept in any Unit or in the ~~common area or the limited common areas~~Common Elements which will increase the rate of insurance of the ~~buildings~~Units or the Common Elements, or the contents thereof, beyond the rates applicable for residential Units, without the prior written consent of the Board ~~of Directors~~. No Unit Owner shall permit anything to be done or kept in his Unit or in the ~~common area or the limited common areas~~Common Elements which (i) will result in the cancellation of insurance on any of the buildings or the contents thereof ~~which~~ (ii) would be in violation of any law. ~~No waste shall be committed in the common areas.~~
- (D) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings, and no sign, awnings, canopies, shutters, storm or screen doors, balcony, porch or terrace enclosures or radio or television

- antennas shall be affixed to or placed upon the exterior walls or roofs or any part thereof, without the prior written consent of the Board ~~of Directors~~.
- (E) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in ~~the common areas or limited common areas~~ or on the Common Elements, except that ~~dogs or cats not to exceed~~ either one per Unit dog or one cat may be kept in ~~the Units~~ a Unit. The keeping of a dog or cat in a Unit shall be (i) subject to the rules and regulations to be adopted by the Board ~~of Directors, and~~ (ii) not kept, bred or maintained for any commercial purposes; ~~and (iii) that any.~~ Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from Oronoque Village following written notice to the Unit Owner and opportunity to be heard from the Board ~~of Directors~~. While located in any outdoor areas, dogs shall be walked on a leash, or carried, and may not remain outdoors on any kind of leash or chain attached to a post or similar object. Unit Owners shall be responsible to clean up after their pets in all areas of Oronoque Village. Unit Owners shall hold the Association, its agents, its employees and its contractors harmless from any claim resulting from any action whatsoever of their pet.
- (F) No noxious, hazardous or offensive activities shall be carried on in any Unit or in the ~~common areas~~ Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or shall interfere with the rights, comforts; or convenience of any other Unit Owner or occupant.
- (G) Nothing shall be done to any Unit or on or in the ~~common areas~~ Common Elements which will impair the structural integrity of ~~the buildings~~ any Unit or Common Element, or which will structurally change the ~~buildings~~ Units, the Common Elements, or the mechanical systems, or lessen the support of any portion of the Property, or which will structurally change them. No Unit Owner may do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easements, right of ~~purchase, appurtenance~~ or any interest constituting a Common Element.
- (H) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the ~~common areas~~ Common Elements. The ~~common areas~~ Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- (I) ~~The~~ Except as may be set forth to the contrary in the By-Laws, the Association is responsible for maintenance, repair and replacement of the Common Elements, and each Unit Owner is responsible for maintenance, repair and replacement of his Unit. Each Unit Owner shall afford the Association and the other Unit Owners, and their agents and employees, access through his Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible for the damage, is liable for the prompt repair thereof. The use of Common Elements by the ~~owner or owners of all Units~~ Unit Owners, and all other parties authorized to use the same, and the use of Limited Common Elements by the ~~owner or owners~~ Unit Owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, ~~or which may be hereafter prescribed and established by the Board of Directors.~~
- (J) Each Unit Owner shall be entitled to share in any surplus over and above a reasonable reserve ~~possessed~~ maintained by the Board ~~of Directors of the condominium~~, and shall be liable for ~~common expenses~~ Common Expenses in the same percentage as the individual Unit Owner has in the undivided interest of the total Common Elements.
- (K) All Unit Owners shall comply with and conform to all applicable laws, ordinances and regulations of all governmental and quasi-governmental bodies having jurisdiction over the ~~Condominium or the~~ Property. Any Unit Owner who violates or fails to comply with any of the foregoing shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for such violation thereof or noncompliance therewith.

(L) A Unit Owner or occupant of a Unit may provide for structural changes to the Common Elements ~~or the Limited Common Elements~~ in order to accommodate the needs of handicapped ~~P~~persons as required by the Federal Fair Housing ~~Amendments Act of 1988~~, provided that plans for such changes have been submitted to the Board ~~of Directors~~ for approval as to structural integrity, safety, compliance with building and other codes and consistency with the aesthetic integrity of Oronoque Village. All exposed elements of such changes will be surfaced, painted and trimmed in a manner consistent with surface materials, paint colors and trim styles of Oronoque Village. Any escrowed deposits from tenants which might be set aside for restoration of the Property will be sufficient in the judgment of the Board ~~of Directors~~ to fully restore the Property to the condition it was in prior to installation of the structural changes, except for such elements which will not functionally change the uses of the portions improved, such as hidden structural changes and widened doors. The escrowed funds may be drawn down by the Board ~~of Directors~~ to undertake such restoration if the Unit Owner does not do so, or cause ~~it~~such restoration to be undertaken after the handicapped person vacates the Unit, and the escrow will be so restricted.

(M) The Association hereby assesses a community contribution fee upon the transfer of the title of any Unit (the "Community Contribution Fee"). The amount of the Community Contribution Fee shall be equal to three and one-half (3.5) times the amount of the monthly common charges of the Association against the Unit and shall be automatically assessed against the Unit simultaneously upon the date of the transfer. Said Fee shall be payable by the transferee (i.e., the buyer or recipient). The following provisions shall also apply to the Community Contribution Fee:

- (a) The Community Contribution Fee will be in the fixed amount in effect at the date of the transfer, and will not be determined by any sales price of said Unit.
- (b) The Community Contribution Fee is payable to the Association. The obligation to pay the Community Contribution Fee shall not expire and shall not be waived.
- (c) The funds received by the Association for the Community Contribution Fee will be deposited into an Association reserve account titled "Community Contribution Reserve Fund." Use of the funds will be made upon the recommendation of the Executive Director and the Association's Finance Committee and will be subject to the approval of the Board.
- (d) If a Unit is owned by an Entity Unit Owner, the transfer of fifty percent (50%) or more of the ownership interests of the applicable Entity, in one transaction or a series of transactions, shall be deemed a "transfer" of the title of that Unit for purposes of this paragraph (M), and such transfer shall be assessed with the Community Contribution Fee. In the case of transfers of ownership interests of the Entity in a series of transactions, the triggering event for assessing said Fee shall be the transfer that results in the aggregate transfer of ownership interests of such Entity reaching or exceeding the fifty percent (50%) threshold.
- (e) Notwithstanding anything contained herein to the contrary, the Community Contribution Fee shall not be payable with respect to a transfer of title of a Unit (or of an ownership interest in an Entity Unit Owner) to (i) a trust for a family member for estate planning purposes, where no consideration is paid in connection with such transfer, (ii) an estate beneficiary upon a Unit Owner's death (or, if the Unit is owned by an Entity Unit Owner, upon the death of an individual who owns fifty percent (50%) or more of the ownership interests of the applicable Entity), (iii) a donee pursuant to a gift where no consideration is paid in connection with such transfer, (iv) a Unit Owner's Spouse incident to a divorce, or (v) an Entity Unit Owner, where there is no change in the beneficial ownership of the Unit (other than a change in the ownership interests in such Entity among the owners of fifty percent (50%) or more of the

ownership interests of the applicable Entity), and where no consideration is paid in connection with such transfer.

(N) The use of Units, ~~Common Elements~~ and ~~Limited~~ Common Elements is further subject to the By-Laws and any published ~~R~~rules or ~~R~~regulations of the Association.

ARTICLE 6—: BY-LAWS

—A copy of the By-Laws of ~~Oronoque Village Condominium~~the Association, ~~Inc.~~ is attached hereto as Schedule A and made a part hereof and is available at the Office of the Association located at 600 North Trail, Stratford, CT 06614.

ARTICLE 7—: ENCROACHMENTS

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

ARTICLE 8—: PIPES, DUCTS, CABLE, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

—Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit. The Board ~~of Directors,~~and its agents ~~or~~and employees shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings.

ARTICLE 9—: UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS

—All present and future ~~owners~~Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws attached hereto and as they may be amended from time to time, as well as to such rules and regulations as may be adopted by the Board ~~of Directors of the condominium.~~ The acceptance of a deed of conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute agreement that the provisions of this ~~d~~Declaration and ~~by-laws~~the By-Laws and rules and regulations which may be adopted by the Board ~~of Directors and,~~ as ~~they~~the same may be amended from time to time, are accepted ~~and ratified~~ by such ~~owner~~Unit Owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed ~~of,~~ conveyance or lease thereof.

ARTICLE 10. - CLUB HOUSES

—On or about August 13, 2014, ~~OVCA~~the Association acquired the fee title to the Club Houses. Each Unit ~~o~~Wowner shall have the right to use, occupy and enjoy the Club Houses as a member of the

~~OVCA Association~~, subject to this Declaration, the By-Laws and such rules and regulations as the Association Board may from time to time adopt.

ARTICLE 11— MAINTENANCE OF COMMUNITY AREAS AND FACILITIES

—The Association shall maintain and operate the community areas and facilities of Oronoque Village and all Common Elements ~~of each condominium~~ therein, and shall allocate the cost of the same as a ~~common (community) expense~~ Common Expense among all of the Units in Oronoque Village, in accordance with the percentages set forth in Schedule D-1. Such ~~common expenses~~ Common Expenses shall be assessed against Unit Owners in Oronoque Village and will be remitted to the Association on a monthly basis on the first day of each month, in advance. ~~Such common (community) expenses shall include the following items of cost:~~

- ~~(A) All real estate and personal property taxes levied by any governmental unit upon the land and improvements of the Club Houses;~~
- ~~(B) All fire, comprehensive and public liability insurance premiums upon policies of insurance for said community areas and facilities;~~
- ~~(C) Cost of maintaining, repairing, lighting and snow plowing of all community streets, roads, paved parking areas, and utility easements whether the same are wholly within a particular condominium or are wholly outside any condominium, and specifically including those streets and roads known as North Trail, South Trail and Midwood Trail;~~
- ~~(D) Maintenance of all lawn or grass areas, including shrubbery and trees within Oronoque Village, whether the same are totally within a particular condominium area or not;~~
- ~~(E) Cost of hiring and employing such managerial, supervisory, secretarial or other labor necessary to perform the services set forth in the maintenance agreement.~~
- ~~(F) Cost of operation of the community clubhouse and recreational facilities for the mutual benefit and enjoyment of all Unit Owners.~~
- ~~(G) Any other cost which the Board of Directors of the Association deems to be a proper and necessary community expense;~~

~~—Notwithstanding the inclusion here, the cost of operating recreation and other facilities as an item of common (community) expense, nothing herein contained shall be deemed to prohibit the assessment by the Association or its duly designated agent of reasonable fees to be charged to the users of such facilities.~~

ARTICLE 12— AMENDMENT OF DECLARATION

—This Declaration may be amended by the vote of at least sixty-six and sixty-six hundredths' percent (66.66%) of the Unit Owners cast in person or by proxy at a meeting duly called for such purpose in accordance with the provisions of the By-Laws, and, notwithstanding any provision to the contrary in the By-Laws, following written notice to all Unit Owners and their mortgagees; provided, however, that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, the liability for ~~common expenses~~ Common Expenses or rights to common profits appertaining thereto, or the number of votes in the Association appertaining thereto, such amendments shall require the affirmative vote of seventy-five percent (75%) of the Unit Owners and shall, in addition, require the consent of the mortgagees of at least seventy-five percent (75%) of the Units subject to mortgage. No such amendment shall be effective until recorded in the office of the Town Clerk of the Town of Stratford, Connecticut. No action to challenge the validity of an amendment to the Declaration adopted by the Board ~~of Directors~~ pursuant to this Article may be brought more than one year after the amendment is recorded. Amendments to the Declaration required to be recorded by the Association shall

be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

ARTICLE 13—INVALIDITY

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

ARTICLE 14—WAIVER

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

ARTICLE 15—GENDER

—The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 16—CONFLICTS

—This Declaration is set forth to comply with the requirements of the Unit Ownership Act of the State of Connecticut as provided for in the Connecticut General Statutes, Revision of 1958, as amended, ~~in~~. In the case of any conflict between this Declaration and the provisions of the Unit Ownership Act, as the same now exists and as it may from time to time be amended or superseded, the provisions of said statute shall control.

ARTICLE 17—RIGHT TO ASSIGN FUTURE INCOME

—The Association may assign its future income, including its right to receive Common Expense assessments, only ~~by the affirmative vote of if Unit Owners of Units to which at least a majority of the Unit Owners who votes in the Association are present at duly noticed meeting called for that purpose, either in person allocated vote in favor of or by proxy agree to such assignment.~~

—In Witness Whereof, Oronoque Village Condominium Association, Inc., has caused this Amended and Restated Declaration and Amended and Restated By-Laws to be executed as of this ____ day of _____, 20____.