[redacted]

(28-8383
Deluxe office condos)

BY-LAWS OF
LAUREL PLAZA
CONDOMINIUM ASSOCIATION

NEW LAUREL PLAZA ASSOCIATES, LTD.

Berlin, Connecticut

BY-LAWS OF LAUREL PLAZA COMMERCIAL CONDOMINIUMS, INC.

ARTICLE 1

MEMBERSHIP AND VOTING

1.1 Membership and Vote. All Unit owners shall be members of the Association and each Unit shall have one (1) equal Vote.

1.2 Voting Procedure. The Vote of each Unit shall be cast as follows:

A. If the Unit Owner is one natural person, then that person shall cast the Vote(s) of that Unit.

B. If the Unit Owner is one person, and that person is a corporation or other entity that is not a natural person, then the Vote(s) of that Unit shall be cast by the natural person designated in writing from time to time by the Unit Owner, said designation to be filed with the Secretary of the Association; provided that any person with apparent authority to act for a Unit Owner, even if that person was not properly designated under the By-Laws, charter, partnership agreement or other governing instrument of that Unit Owner, shall be deemed to be authorized to cast the Vote(s) of that Unit Owner unless protest is made by any person with an interest in that Unit at the Association meeting.

C. If a Unit is owned by multiple persons, then any one of the Unit Owners present at a meeting of the Association, is entitled to cast the Vote(s) of the Unit. If more than one Unit Owner for any one Unit is present, then the Vote(s) of that Unit shall be cast in accordance with the unanimous agreement of said Unit Owners. It shall be deemed that said multiple Unit Owners acted in unanimous agreement if any one of those multiple Unit Owners present casts the Vote(s) of the Unit without protest being promptly made to the person presiding over the meeting by any of the other owners of that Unit.

1.3 Annual Meeting and Elections. An annual meeting of the members of the Association shall be held during the month of June each year. Once the period of Declarant control of the Association has ended, then at said annual meeting, the

members shall by a majority vote of those present, elect theExecutive Board of the Association and transact such other business as may properly come before the meeting. If for any reason the annual meeting cannot or is not held in June, it may be called at any other date in the year set by the President by giving no less than ten (10) nor more than sixty (60) days notice to each Unit Owner, by hand delivery or prepaid mail, stating the time, place and agenda. Any member who attends any Association meeting without protesting the lack of proper notice, at or prior to the commencement of the meeting, shall waive such notice.

1.4 **Budget Meeting.** Meetings of members to consider proposed budgets shall be called in accordance with Sections 20.5 and 20.6 of the Declaration. The Budget may also be considered at an annual meeting or any Special Meeting called for other purposes.

1.5 **Regular or Special Meetings.** Regular meetings of the members are not required unless the members adopt at any other meeting of the members a resolution to hold regular meetings. Such resolution can be adopted by a majority vote of those present. Except for budget meetings, notice of regular meetings need not be given. Special meetings may be called by the President, at a time and place designated by him, or by members who collectively hold no less than one-third (1/3) of the Votes in the Association. Special Meetings may be held on at least ten (10) days notice within or outside of the Town of Berlin as specified in the resolution or written notice for that meeting. No notice need be given to a member who attends a meeting or who waives notice in a writing executed and filed with the Secretary of the Association either before or after the meeting. Said waivers shall be made a part of the record of the meeting.

1.6 **Quorum.** Except as otherwise provided in these By-Laws, the number of Unit Owners present at any given meeting of the Association (by person or by proxy), shall constitute a quorum at such meeting.

1.7 **Majority Vote.** The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum is present shall bind all Unit Owners for all purposes except where a higher percentage vote is required by the Declaration, these By-Laws or any applicable law.

1.8 **Proxies.** The Vote(s) of a member may be cast, and protests to the casting of Vote(s) may be registered, pursuant to a proxy duly executed by the person entitled to Vote or protest as the case may be. A proxy given under this section may not be revoked except by actual notice of revocation to the person presiding over a meeting of the Association. Proxies purporting to be revocable without notice and undated proxies are void. All proxies expire one (1) year after their date unless a shorter term is specified.

ARTICLE 2

EXECUTIVE BOARD

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

2.2 **Powers.** The property, business and affairs of the Association shall be managed by the Executive Board who may exercise all of the powers and do all things which may be done by the Association, as allowed by the Statutes of the State of Connecticut, the Declaration, the Certificate of Incorporation, these By-Laws, and, after the period of Declarant Control has ended, any limiting resolution which the members may from time to time adopt.

2.3 **Annual Meeting; Elections; Budget.** The annual meeting of the Executive Board shall be held in June each year, provided that if in any year the annual meeting of the members is not or cannot be held in that month, then the annual meeting of the Executive Board may be called at any time during that year in the same manner specified with respect to the annual meeting of the members. At each annual meeting of the Executive Board, the Directors then in office shall by a majority vote of those present, elect from their numbers or from among the members, those persons who are to be the

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

2.4 **Regular Meeting.** Regular meetings of the Executive Board shall be held at such time and place as may be specified from time to time by resolution of the Executive Board and notice thereof need not be given to constitute such regular meetings. If no such resolution shall be in effect, regular meetings of the Executive Board shall be called in the manner hereinafter provided with respect to special meetings of the Executive Board.

2.5 **Special Meeting.** Special meetings of the Executive Board shall be called on three (3) days written notice and held at any time and place designated by the President. A majority of Directors may also call a special meeting of said Board by giving such notice. All said meetings may be held either within or without the Town of Berlin at any location.

2.6 **Quorum and Voting.** A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Executive Board. Each Director shall have one (1) Vote, and the Votes of a majority of the Directors present at a meeting of the Executive Board shall be required for action by the Executive Board on any matter except those matters for which a higher percentage vote of the Directors, or a Vote of the members is required by any applicable law, the Declaration, the Certificate of Incorporation or these By-Laws.

2.7 **Committees.** The Executive Board may authorize the establishment of one or more Executive Committees on such terms and conditions as it shall deem appropriate provided such committee consists of at least two (2) Directors.

2.8 **Transacting Business Without Meetings.** Any Association action that can be authorized at a regularly constituted meeting of the Executive Board or a Committee thereof, may also be authorized without a meeting, provided that all Directors or all members of the Committee, consent in writing to the action before or after the time the action is takenand the number of Directors constitutes a quorum for the action. The Secretary of the Association shall file the consents with the minutes of he meetings of the Executive Board.

2.9 **Indemnification and Reimbursements.** The Association shall be bound by and comply with Section 33-454a of the Non-Stock Corporation Act, or any successor section thereto, as it applies to the indemnification of corporate members, Directors, Officers and agents.

2.10 **Fiscal Year.** The fiscal year of the Association shall be set by the Executive Board in compliance with all applicable tax laws.

2.11 **Declarant Control.** During the period of Declarant control, as defined or described in the Declaration, and notwithstanding any other provision of these By-Laws, the provisions of this Section 2.11 shall apply to the Executive Board, but only to the extent these provisions are inconsistent with said other By-Law provisions.

A. Declarant reserves the right to notify the Unit Owners in writing that, beginning on any date specified in the writing, the Board Members shall be elected either: (1) pursuant to the Act; or (2) pursuant to Section 2.1 of this Article. Until such notice is given, the Executive Board shall consist solely of persons appointed by the Declarant.

B. If the Declarant notifies the Unit Owners of an alternative form of election pursuant to Section 2.11(A), Declarant may also require that some or all of the Directors be elected by the Unit Owners from among a group of persons designated by Declarant.

C. The members shall have no right to remove Directors nor to fill vacant Directorships during the period of Declarant control, and Directors appointed by the Declarant need not own a Unit as a qualification for office.

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

ARTICLE 3

OFFICERS

3.1 **Title, Election and Duties.** The Directors shall elect from among their number or from among the members, a President, a Treasurer, and a Secretary and may from time to time elect such other officers as said Directors deem expedient. Any two or more offices may be held by the same person, except that the President may not also be the Secretary. The duties of the Officers shall be imposed by the By-Laws.

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

3.3 **Treasurer.** The Treasurer shall keep the fiscal accounts of the Association and shall prepare, or have prepared, at least once in every twelve (12) month period, a balance sheet of the Association as of a date not more than four (4) months prior thereto and reflecting any losses or gains for the period of twelve (12) months prior to such date. The Treasurer shall promptly deposit this balance sheet in the Association office and the Association shall keep it for a period of ten (10) years from the date it is so deposited. The Treasurer may endorse for deposit and may deposit all checks or other instruments payable to the Association in such banks as the Executive Board shall designate.

3.4 **Secretary.** The secretary shall keep the minutes of the meetings of the Executive Board and shall give notice of all such meetings as required by these By-Laws. The Secretary shall have custody of the seal of the Association and all books, records and papers of the association, except those duly kept by the Treasurer or such other person authorized by the Executive Board.

3.5 **Term of Office.** Each of the Officers shall serve for the term of one (1) year or until such earlier time as a successor is duly elected and qualified. An Officer may be removed with or without cause at any time by a majority vote of the Directors at any annual or special meeting of the Directors, and shall cease to hold office upon the transfer of their interest in a Unit (except an Officer need not own an interest in a Unit during the period of Declarant Control). Vacancies among Officers shall be filled by majority vote of the Directors.

ARTICLE 4

POWERS OF THE ASSOCIATION

4.1 **Powers.** The Association shall have the powers and duties necessary for the administration of its affairs, and may do all such acts and things in furtherance of those powers and duties as are not by law or by the Condominium Instruments directed to be exercised and done by Unit Owners. Such powers and duties include, without limitation, the powers to maintain Common Elements, determine Common Expenses, assess and collect the Common Expenses from the Unit Owners, employ and dismiss personnel, open bank accounts in its name and designate signatories thereto, purchase or lease Units offered for sale (including Units sold at foreclosure or other judicial sales), grant licenses and easements over the Common Elements, obtain insurance, make improvements, adopt reasonable rules and regulations for the operation of the Units following notice and hearing, levy and collect fines up to $25.00 plus actual damages per violation against Unit Owners or their tenants (each day a violation shall continue after written notice thereof shall be a separate violation), employ or contract with a member or Declarant at compensation set by the Executive Board, sue or be sued in any court having jurisdiction, create reasonable reserves for replacement of Association assets or Common Elements, impose late payment charges, make contracts or incur liabilities, provide for indemnification of Officers and Directors and maintain Directors' and Officers' liability insurance, and exercise any other powers granted to the Association by the Condominium Instruments, the Act, or Chapter 600 of the Connecticut General Statutes.)

4.2 **Restriction of Powers.** Notwithstanding Section 4.1, the Association may not incur any liability for capital improvements in excess of ten thousand ($10,000.00) dollars without first giving sixty (60) days written notice to the Unit Owners, or convey lease or otherwise encumber any

portion of the Common Elements, except as required or permitted by the Condominium Instruments.

4.3 Mandatory Exercise of Powers. The Association shall promptly prepare, execute and record amendments to the Declaration or other Condominium Instruments required by Unit Owners or by the Declarant pursuant to the Declaration.

4.4 Abatement of Violations by Unit Owners. If any member or his tenant, invitee or agent violates any By-Law, Rule or Regulation or breaches any obligation under the Condominium Instruments, the Association or any aggrieved member may, in addition to any remedies set forth in the Declaration, bring an action for damages, or seek injunctive relief, or both, at the cost of the defaulting member, including reasonable attorneys' fees. The Association may also enter the Unit in which the violation or breach occurs or exists and summarily abate and remove, at the defaulting Unit Owner's expense, any thing or condition therein causing said default or breach. There shall be no trespass as the result of such entry.

ARTICLE 5

MAINTENANCE OF THE CONDOMINIUM

5.1 Common Elements. All Common Elements shall be maintained by the Association. Unit Owners shall maintain any air conditioning units serving their Unit.

5.2 Units. Each Unit is to be maintained by its Unit Owner, except as otherwise provided in the Declaration.

5.3 Negligent Acts of Unit Owners. All expenses caused by the negligent acts or willful misconduct of any Unit Owner, his tenants, invitees or agents to the extent not reimbursed by any insurance policy carried by the Association, shall be paid by that Unit Owner, and shall be a special assessment against the Unit, and may be enforced as a Common Expense.

5.4 Special Services. If the Association provides any services to a Unit other than the services required by the Condominium Instruments or regularly provided to all Units, said special services shall be specially assessed against the Unit, and may be enforced as a Common Expense.

ARTICLE 6

ASSESSMENTS

6.1 Common Expenses. Common Expenses shall be due and payable monthly in accordance with the Common Expense liability allocated to each Unit, and shall be payable and collected in reasonably equal monthly installments. Late charges shall be imposed for any payments due and unpaid for a period in excess of thirty (30) days. Said Late Charge shall be one (1%) per month of the unpaid balance, or such other Late Charge as the Executive Board shall from time to time lawfully establish.

6.2 Special Assessments. Special assessments shall be due within thirty (30) days from the date of assessment except as otherwise provided by the Executive Board; and unpaid special assessments shall bear a Late Charge as specified in section 6.1 above.

6.3 Enforcement of Assessments. All assessments against a Unit may be enforced in the manner provided in the Act for collection of Common Expense assessed against a Unit. The Association may recover from the defaulting Unit Owner all costs and reasonable attorneys' fees incurred during collection.

6.4 Foreclosure of Liens. In an action brought by the Association to foreclose a lien on a unit because of unpaid expenses assessed against a Unit, the Unit owner shall be required to pay a reasonable rental for the use of his Unit in addition to all other amounts described in section 6.3 above.

6.5. Acceleration. In the event expenses assessed against a Unit remain unpaid more than sixty (60) days from the date when payable, the balance of the expenses assessed against the Unit for the remainder of the fiscal year thereupon become immediately payable.

ARTICLE 7

RECORDS AND REPORTS

7.1 Records. The Association shall maintain records of the actions of the Executive Board and any Committees and meetings of the members' meetings. Minutes of members'

meetings shall be available to Unit Owners within thirty (30) days after such meetings. The Association shall keep records of the names of Unit Owners and mortgagees and accounting records in a form established by the Executive Board.

7.2 **Annual Report.** An annual report of the receipts and expenditures of the Association, shall be rendered by the Directors to all Unit Owners within ninety (90) days following the end of each fiscal year.

ARTICLE 8

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

No Unit Owner may use, sell or lease his Unit except by complying with the applicable provisions of Article 11 of the Declaration. The Declarant or Executive Board, as the case may be, may approve or deny a proposed use for a Unit, based upon considerations of the health and safety of all Unit Owners.

ARTICLE 9

DISTRIBUTION ON DISSOLUTION

If the Association dissolves and/or the Condominium terminates, all assets remaining after payment of all liabilities of the Association shall be distributed to the Unit Owners as decsribed in the Declaration.

ARTICLE 10

SEAL

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

ARTICLE 11

AMENDMENTS

Except as provided in the Declaration, these By-Laws may be amended by a majority vote of the Directors at a meeting thereof duly called for the purpose following Notice and Comment to all Unit Owners. Any amendment to a By-Law is to be noted on the original By-Laws in the appropriate place showing, inter alia, the date on which the action was taken and any language deleted. Any amendment to the Certificate of Incorporation shall be filed with the Secretary of State.

ARTICLE 12

MORTGAGES

12.1 Notice of and Reports to Mortgagees. A Unit owner who mortgages the Unit shall notify the Association of the name and address of the mortgagee. The Association shall, on request of a mortgagee, or prospective mortgagee, provide a report of any unpaid Common Expenses or special assessments due from or any other default of the Unit Owner for which the mortgage was obtained or sought to be obtained.

12.2 Notice of Default. The Association shall send a copy of any Notice of default sent to a Unit Owner to each mortgagee of that Unit if the mortgagee has requested that the Association do so.

12.3 Examination of Books. Each mortgagee of a Unit shall be permitted to examine the books and records of the association at reasonable times on reasonable notice and at the offices of the Association.

ARTICLE 13

MISCELLANEOUS

13.1 Gender. The use of any Gender herein includes the other when the context so requires and the use of the singular shall include the plural when the context so requires.

13.2 Definitions. The definitions in the Declaration also apply to these By-Laws, unless the context requires otherwise.

13.3 Documents. The President or the Secretary shall sign all documents which the Association shall execute and shall be responsible for preparing executing, filing and recording all amendments to the Condominium Instruments.

13.4 Notices. All notices required by these By-Laws shall be hand delivered or sent by prepaid first class mail to the Association at the address of the President and to Unit Owners at the address of the Unit. Notices are deemed given when mailed.

13.5 Captions. Captions in these By-Laws are for purposes of convenience only.

13.6 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity or enforceability of the remainder of these By-Laws.

13.7 Conflict. These By-Laws are intended to be in compliance with Chapters 600 and 828 of the Connecticut General Statutes, as amended. If there is any conflict between these By-Laws and such statutes or the Declaration, as the case may be the statutes or the Declaration, as the case may be, shall control.

13.8. Waiver. No obligation or covenant of any Unit Owner contained in these By-Law shall be deemed waived or abrogated by reason of the Association's failure or delay in enforcing the same.

THESE BY-LAWS ARE CERTIFIED BY THE SECRETARY OF LAUREL PLAZA COMMERCIAL CONDOMINIUMS, INC. AS THE BY-LAWS ADOPTED AT THE ORGANIZATIONAL MEETING OF THE CORPORATION HELD ON THE 31st DAY OF ~~SEPTEMBER~~ October, 1989.

Rina E. Kavarsky, Secretary

RECEIVED November 1, 19 89
AT 3 HR 36 MIN P.M.
AND RECORDED IN
BERLIN LAND RECORDS
VOL 299 PAGE 215
Jeanne G. Wash
TOWN CLERK