THE REDEVELOPMENT OF DIXWELL PLAZA

REQUEST FOR DEVELOPER PROPOSALS

Issued by:
The Dixwell Plaza Merchants Association

Prepared by:
The Economic Development Corporation of New Haven

RFP Issuance: November 16, 2015
Respondent Deadline: February 5, 2016
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I. PURPOSE

On behalf of the owners of those properties constituting the Dixwell Plaza situated in New Haven Connecticut (the "Plaza"), the Dixwell Plaza Merchant Association ("DPMA") is issuing this Request for Proposals, ("RFP") from qualified developers interested in acquiring the Plaza and implementing the design, finance, development, construction and operation of a mixed-use retail, commercial and residential development (the "Project").

A responding developer (a “Respondent”) must have major experience in the development of mixed-use retail, commercial and residential development including the acquisition, financing, planning, entitlement, construction, renovation, leasing and property management of said developments on a long term basis.

All Respondents must provide a purchase price proposal together with a letter from each member of the Condominium (as defined under Section II below) and Juan Diaz d/b/a C-Town provisionally agreeing to the proposed sale. All Respondents must secure entitlements, permits, and related environmental clearances, obtain financing for project, construct the project, complete all aspects of construction in accordance with best business practices, and provide for professional property management. It is essential that a Respondent demonstrate its ability to finance, acquire, plan, develop, operate and maintain the project.

Schedule

The schedule for selection is as follows:

- Issue RFP November 16, 2015
- Pre-Submittal Meeting December 21, 2015
- Submittal Deadline February 5, 2016
- Notification of Award to all respondents March 4, 2016

Contact

All Questions and RFP Responses should be forwarded to:

LaToya Cowan
Economic Development Corporation
545 Long Wharf Drive 4th Fl.
New Haven, CT 06511
203-785-1000
cowan@edcnewhaven.com
II. PROPERTY DESCRIPTION

The Plaza consists of eleven (11) properties situated on approximately 6.56 acres of land, centrally located at 156 – 230 Dixwell Avenue New Haven CT 06511. The owners of all the properties (the “Owners”) are dues paying members of the DPMA. DPMA’s membership includes the City of New Haven and a combination of for-profit and non-profit unit owners. The current uses include local retail, health and business counseling services, a public library, and a vacant chain supermarket. Eight (8) of the properties are subject to a Declaration of Condominium (the “Condominium”). The City of New Haven (the “City”) did not join the Condominium and continues to hold fee simple title to its properties. The City sold its interest in the currently vacant supermarket site, which continues to be held in fee simple by Juan Diaz d/b/a C-Town. Respondents should refer to the Appendix for a complete list of ownership details. Respondents should note that each unit (whether held as part of the Condominium or in fee simple) includes a portion of the parking area to the rear of the Plaza.

Existing business operations are listed in various levels of repair noted as follows:

- Former Supermarket (Vacant)
- Francis Beauty Salon
- Mid K Beauty Supply Store
- Dixwell Market
- Rite-Way Cleaners and Tailors
- City of New Haven SBS
- City of New Haven Stetson Library
- Tropical Caribbean Restaurant
- Christ Chapel Church
- Hill Health Center

Access

Access to Interstate 91 and 95 exists approximately one mile west on Elm Street to State Street. Interstate 95 provides access to points East in Connecticut and South to neighboring New York. Additionally, Interstate 91 begins at the junction of US Highway1 and Interstate 95 (at Longwharf Drive) and provides access points north in Connecticut. State Highways in close proximity to Dixwell Avenue include route 34, 122 and 15.

Public Transportation provided by the CT Transit Authority is available throughout New Haven. CT Transit Bus Routes D and G run along Dixwell Avenue.
While the plaza has limited parking along a small lot on Dixwell Avenue, there are an adequate number of parking spaces in the plaza’s rear. Office users have access through those rare entrances while retail venues use the rear entrances for service only.

Environmental

There are no known adverse environmental conditions that currently exist on the development site. However, the selected Developer will be responsible for completion of environmental investigation and cleanup of the site, if required.

Current Zoning & Land Use

The block bounded by Dixwell Avenue, Winter, Webster & Charles Streets and Charles Place is located within the “BA General Business” Zone. Bidders should refer to the City of New Haven Zoning Ordinance for information on acceptable uses and parking and design requirements.

Specific plans for the Project will require various permits and approvals. The Respondent will be responsible for determining which permits and approvals will be required for the construction and operations proposed at the Property and for obtaining such permits and approvals, including signage. All construction permits are obtained through the City of New Haven’s Building Department.

III. AREA INFORMATION

Neighborhood Information

Dixwell Plaza, part of the area referred to as the Dixwell Avenue Commercial Corridor, is located in central New Haven, and comprises the bulk of commercial development in the Commercial Corridor.

The Dixwell Avenue Corridor is approximately 147 acres in area and is comprised of mixed land uses, with no single land use dominating the corridor’s landscape. The Corridor, bounded by Broadway to the South and Munson Street to the North, is generally characterized by low-density development, both residential and commercial. 50% of the area is made up of tax exempt uses, 29% is dedicated to commercial use and 13% is made up of residential uses.
Dixwell Demographic Information
Area: 0.455 square miles
Population: 7,992
Population density: 17,570 people per square mile
Median Area Income: $29,888

There are a number of vacant properties along the corridor (the largest being the former Dixwell Community House or Q-House currently in the process of being redeveloped). The corridor boasts a recently renovated k-8 school (Isadore Wexler Schools) and a recently completed residential development accomplished under the federal HOPE VI program.

With a vast number of redevelopment parcels available, Dixwell is a prime neighborhood for revitalization and redevelopment. A planned mixed use two (2) and three (3) bedroom development to be known as “The W Residence” will boast ground floor neighborhood retail and to add to the increasing ongoing redevelopment efforts in and around the Dixwell neighborhood.

New Haven Information

New Haven is the economic and cultural center of southern Connecticut. Centrally located between two major cities (New York and Providence), New Haven features a diverse economic base with growing educational services, healthcare, bioscience, information technology and advanced manufacturing sectors. In 2011, New Haven’s jobs base grew 2% to 78,640 jobs, double the rate of growth for the State as a whole.
Higher Education

Yale University, Southern Connecticut State University, Albertus Magnus College, and Gateway Community College all call New Haven home, and together with the University of New Haven situated just over the City line in West Haven, are all major drivers for the local and regional economy. Combined, they add over 30,000 students and 15,000 employees to the City. Construction of Yale University’s new School of Management classroom facility, which accommodates an additional 200 graduate students, was recently completed and construction of two new residential colleges at a cost of $600 million is now underway. Gateway Community College opened its new Downtown campus, which added over 11,000 students and faculty to Downtown, in 2013.

Health Services

New Haven is home to Yale New Haven Hospital, a 1,541-bed teaching Hospital affiliated with the Yale School of Medicine and Yale School of Nursing. It includes Yale New Haven Children’s Hospital, Yale New Haven Psychiatric Hospital and the new Smilow Cancer Hospital. The hospital employs 12,600 people and is consistently recognized by U.S. News & World Report as one of “America’s Best Hospitals.”

The Yale School of Medicine is a world-renowned center for biomedical research, education and advanced health care with 4,500 faculty members and 1,200 students. Quinnipiac University opened Netter MD School of Medicine in 2013 in North Haven with an initial class of 60 students.

Bioscience Research

Other significant biotech companies include Clinical Data Associates, Ikonysis, and Transgenomic at 5 Science Park; Achillion Pharmaceuticals at 300 George Street; Covidien (in both New Haven and North Haven); Idexx Laboratories at 670 State Street; Kolltan Pharmaceuticals at 300 George Street; and Marinus Pharmaceuticals at 142 Temple Street.
New Haven is positioned at the center of a large statewide bioscience cluster: of the 52 biotech firms in Connecticut, 39 are located in the Greater New Haven region. These companies are particularly attracted to New Haven by their desire for immediate proximity to Yale School of Medicine, which ranks fifth among medical schools receiving funds from the National Institute of Health (NIH) and third in NIH dollars per faculty member, and to Yale-New Haven Hospital. In June 2012, Alexion Pharmaceuticals, a leading pharmaceutical company with a $17.5 billion market cap, announced it will move 300 employees to Downtown New Haven and occupy 300,000 square feet of research laboratory space in the Medical District.

Culture and Entertainment

New Haven is known as Connecticut’s Cultural Capital due to its wide range of restaurants, theaters, museums and events. The City welcomes over 1.3 million visitors each year who enjoy the largest university art collection in the world (Yale University Gallery), the largest collection of British Art outside the United Kingdom (Yale Center for British Art), and an always dynamic theater, dance, visual and gallery scene.

The city is a host to 442 creative businesses and organizations including professional schools, performing arts groups, museums, and publications—all components of sheltering organizations such as Yale University (Yale museums, the Lyman Center for Performing Arts, the Educational Center for the Arts, etc). Performance groups, architectural firms, graphic and web design firms, bookstores, galleries/exhibition spaces, media publications, photography, colleges/universities, and libraries are the top ten components of New Haven’s cultural core.

New Haven hosts more than twenty summer festivals including the hugely successful New Haven Jazz Festival and the International Festival of Arts and Ideas. The city and its immediate suburbs are home to six colleges and universities that provide a significant base of resources and institutional support for the arts. These cultural assets have the ability to draw from a wide geographic area and contribute to New Haven’s economy in a significant way. These art and entertainment events have a huge economic impact on the city and the region.

In June 2012, New Haven’s International Festival of Arts & Ideas events alone attracted 143,637 people to New Haven for an arts-related event, an increase of 28 percent from the 2011 festival (Source: Hartford Courant, 2012).
The total economic impact was $25,114,478, an approximately 28 percent increase from the previous year. Among those who attended this festival, New Haven-area residents accounted for 51 percent; other areas of the state constituted another 34 percent; and 15 percent came from out of state, with the largest numbers from Massachusetts, New York, Pennsylvania, and California.

The arts are complemented by a full array of sports including the New Haven Open Tennis Tournament, held in the 13,000 seat Connecticut Tennis Center; college sports hosted by Yale and Southern Connecticut State Universities; and the Floyd Little Athletic Center on Sherman Parkway owned by New Haven Public Schools. Additionally, the many colleges and universities in New Haven provide sporting facilities and events, including regional events.

Real Estate Market

Residential

New Haven has seen significant residential development over the last decade, particularly in Downtown, which now has 3,750 housing units. The most recent notable residential developments have been those at 360 State Street, a 500-unit high-end apartment building; and 38 Crown Street, an 80-unit loft-style historic rehabilitation project. Winchester Lofts as well as the Novella are also two recent residential developments within the past year boasting over 300 Market Rate units.

Despite this recent acceleration in development, Downtown residential occupancy has remained near 96%, with one-bedroom apartments currently renting at an average of $1,360 a month. Six major housing and mixed-use development projects are currently under construction or will be initiated this year, adding over 1,000 additional units of housing to the New Haven market.

Commercial

New Haven has seen significant development in medical office and research space in response to increasing demand for proximity to the Yale School of Medicine and Yale New Haven Hospital. This includes the development of a 150,000 square foot, $80 million medical lab/office building opened in 2010 to complement the new Smilow Cancer Hospital at Yale New Haven, and 2 Howe Street, an adjacent 390,000 square foot mixed use complex, opened in 2009. Construction is nearing completion on a 475,000 square foot medical lab/office building and future world headquarters of Alexion Pharmaceuticals at 100 College Street. Financial services have also recently expanded in New Haven, with HigherOne opening its $40 million, 150,000 square foot headquarters at the renovated former Winchester Rifle factory in Science Park in December, 2011.
Retail

New Haven's retail market has been changing dramatically over the past ten years. In 2004, IKEA opened on Sargent Drive and paved the way for major international brands in the City such as Jordan's Furniture, which will complete construction of its first Connecticut store on the site of the former New Haven Register building in December 2015.

The three busiest shopping districts in Downtown New Haven are the Audubon/Whitney District, Broadway Shopping District, and Chapel Historic District. Over the past decade, Downtown retail options increased with the opening of several new stores, especially at the Broadway Shopping District, such as Urban Outfitters (43 Broadway), J Crew (29 Broadway), Origins (11 Broadway), American Apparel (51 Broadway), GANT Clothing, (268 York St) and an Apple Store (65 Broadway). In addition, two new supermarkets were opened in and near Downtown: Elm City Market at 360 State Street in Downtown and Stop and Shop in Dwight neighborhood (150 Whalley Avenue). These chain franchises only make up 18% of New Haven's Downtown retail, however. The remaining 82% are local, independent retailers and restaurants which provide New Haven with its unique character and amenities.

IV. OBJECTIVES

DPMA is seeking redevelopment of the Property that will meet the following goals:

- Creation of a large, upscale mixed-use retail and office destination to serve the needs of the community
- Include a residential component that will incorporate both market rate and affordable units
- Employ green and sustainable building design and construction practices
- Create jobs in property management, retail and office opportunities for New Haven and the Region

V. CONDITIONS

RFP Submission

Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration. All interested parties must submit a completed Request for Proposal package as described in Section VII of this RFP.
The Owners reserve the right to alter, revoke or reject this RFP at any time. The Owners further reserve the right to reject any and all responses and to accept only those responses deemed by the Owners to be in its best interests.

VI. PROPOSAL SELECTION

Selection Process

Responses to this RFP are sought from interested developers. Selected Respondents will be interviewed by a selection committee. Respondents will be selected for exclusive negotiations based on how well the respondent meets the qualifications of the Selection Criteria described below. The Owners reserve the right to reject all Respondents at any time.

Selection Criteria

The Respondent must have the demonstrated ability to deliver a Project which meets the objectives of the Owners. The Owners will use the following criteria in evaluating the responses to this RFP:

A. Experience and organization of the Respondents’ team, based on demonstrated responsiveness and decisiveness, and overall qualifications and availability of key individuals of the team, economic success of related ventures, ability to implement development quickly and effectively, and ability to work constructively with the DPMA and community representatives.

B. Experience and reputation of the Respondent, based on the breadth of experience, partnerships in public/private or private ventures, quality and success of other mixed-use development and/or resource venture(s) over time, uniqueness of other venture(s), and ongoing management of said ventures.

C. Proposed purchase price and written demonstration of participation of all current Owners.

D. Quality and uniqueness of the concept, based on the type and character of the proposed Development, targeted tenancy, layout of facility, appeal to a diversity of users, and compatibility with the neighborhood.

E. Experience and qualifications of design consultants (architect, engineer, landscape architect, interior designer, etc.), based on the quality and uniqueness of similar ventures, experience with mixed-use development, experience on projects with similar site characteristics, reputation for flexibility and responsiveness to public and community concerns, compatibility of designs with setting, especially with nearby historic resources and open spaces, success in integrating indoor and outdoor settings and public access.

F. Financial capacity, pro-forma projections and business plan of the Respondent, based on ability to fund preliminary design and predevelopment costs and ability to raise and commit capital for construction, startup operations, and continuing operations and maintenance.

G. Financial viability of the Project, based on adequacy of projected revenues to support the investment, reasonableness of the cash flow analysis, and proposed capital investment for any improvements.

H. Other factors as appropriate, including without limitation, community support and approvability of the Project in accordance with required regulatory approvals.
VII. APPLICATION REQUIREMENTS

Information provided must be submitted with the following format, identifying each item by its corresponding number. Failure to provide any of the categories of information requested below may result in DPMA determining the proposal to be nonresponsive.

1. Organizational Facts
   - Name of respondent’s firm
   - Date organized / Tax Identification number(s) / Legal form of ownership
   - Number of years engaged in services under present name
   - Principals. Names, titles, background and experience of the principal members of your organization, including the officers. Include resumes to the extent applicable.

2. Site Plan

   In submitting a proposal, the bidder shall, in addition to all other required submissions, include a site plan. The Site Plan shall be no smaller than 1” = 20’ scale, drawn as appropriate by a registered architect or landscape architect. The Site Plan shall consist of the following components:

   A. A Conceptual Base Plan, showing the parcel boundary, dimensions, proposed building(s), proposed parking areas, curb cuts, utilities, lighting, waste disposal areas, fences, service areas, abutting parcels and street lines within a 200-foot radius of the site and buildings and curb cuts located on abutting parcels.

   B. Elevations, at a scale (minimum 1/8”), showing conceptual proposed building elevation. Elevations shall indicate height, length and design of the façade area.

   C. A Conceptual Landscape Plan, showing the limits of work, proposed tree line, and proposed landscape features.

3. Description of Improvements

   Conceptual drawings that illustrate the size and scale of any proposed building(s) as well as conceptual architectural elements of both new (if any) and renovated portions of the Project.

4. Use Narrative

   Narrative should describe the proposed use(s) including number, square footage and types of housing units to be created, number and square footage of commercial units to be created, anticipated number of jobs created within two years of project completion, and the expected environmental impact of the use(s), if any.

4. Evidence of Ability to Complete the Project

   A. Narrative describing experience with similar projects, including the firm’s familiarity with the New Haven market, and a list of potential sources of financing.

   B. Current financial statements and historical statements for the past three years.

   C. A development budget, including but not limited to a detailed breakdown of project sources and uses, including acquisition cost.
D. A detailed project schedule.

E. Pro forma financial statements for two years from initiation of the project.

F. A letter of intent from a financial institution indicating its willingness to work with the Respondent with respect to the financing of the proposed Project.

Attachments

- Tax Map of Dixwell Plaza
- City of New Haven Site Tax Assessor Summary
- Dixwell Plaza Merchants Association’s Condominium Declaration
<table>
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<tr>
<th>ADDRESS</th>
<th>OWNER (per City Records)</th>
<th>2014 ASSESSMENT (Gross)</th>
<th>2014 TAXES</th>
<th>TAX STATUS, COMMENTS</th>
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<tr>
<td>156 Dixwell Avenue</td>
<td>Juan Diaz d/b/a C-Town Supermarket</td>
<td>$660,450.00</td>
<td>$28,559.00</td>
<td>Current</td>
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<tr>
<td>172 Dixwell Avenue</td>
<td>Grant &amp; Taylor Assoc. LLC</td>
<td>102,620.00</td>
<td>4,263.86</td>
<td>Current</td>
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<td>176 Dixwell Avenue</td>
<td>Mid-K Beauty Supply New Haven</td>
<td>183,120.00</td>
<td>7,608.64</td>
<td>Bal.= $11,817.39</td>
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<td>180 Dixwell Avenue</td>
<td>William &amp; Christine Jones</td>
<td>240,240.00</td>
<td>10,980.18</td>
<td>$5,819.50 due</td>
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<tr>
<td>190 Dixwell Avenue</td>
<td>Elizabeth Hayes</td>
<td>86,450.00</td>
<td>3,951.20</td>
<td>Bal.= $9,201.45. As of 3/2015, foreclosure w/ Atty. Proto</td>
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<tr>
<td>192 Dixwell Avenue</td>
<td>Greater New Haven Bus. &amp; Prof. Assoc.</td>
<td>70,000.00</td>
<td>2,908.50</td>
<td>PP $235/mo thru 6/2016</td>
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<tr>
<td>200 Dixwell Avenue</td>
<td>City of New Haven (Library)</td>
<td>595,350.00</td>
<td>0.00</td>
<td>N/A</td>
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<tr>
<td>206-208 Dixwell Avenue</td>
<td>Nizar Sidi</td>
<td>266,000.00</td>
<td>11,052.30</td>
<td>Current</td>
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<tr>
<td>210-212 Dixwell Avenue</td>
<td>Christ Chapel New Testament Church-Bookstore</td>
<td>212,940.00</td>
<td>0.00</td>
<td>N/A</td>
</tr>
<tr>
<td>220 Dixwell Avenue</td>
<td>Christ Chapel New Testament Church</td>
<td>812,000.00</td>
<td>0.00</td>
<td>N/A</td>
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<tr>
<td>224-226 Dixwell Avenue</td>
<td>Cornell Scott-Hill Health Center</td>
<td>169,610.00</td>
<td>7,047.30</td>
<td>Current</td>
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<tr>
<td>24-26 Charles Street</td>
<td>City of New Haven (Police Substation)</td>
<td>235,410.00</td>
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178 Dixwell Avenue (178 Dixwell is the rear parking lot. Prior to 2009 GL, eligible units pay taxes on the lot based on their footprint in the Plaza. The Library, Church, Church Bookstore and Hill Health Center pay no taxes for their portion of 178 Dixwell.)

Not Assessed since 2008 GL See STATUS for Delinquencies 156 Dixwell: $161,450 due; $55,526.62 Balance 172 Dixwell: $15,538.31 due; $5632.18 Balance 176 Dixwell: $24.00 due; $0.62 Balance 180 Dixwell: $22,336.90 due; $8,809.92 Balance 190 Dixwell: $4,291.33 due; $1931.35 Balance
DECLARATION

DIXWELL PLAZA

Dixwell Plaza Merchants Association, Inc. (DPMA), a Connecticut nonprofit organization with an office at 192 Dixwell Avenue, New Haven, Connecticut does hereby submit the real property in the Town of New Haven, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating a Condominium called Dixwell Plaza.

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 and the Common Expense liability allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article XVI of this Declaration and shown on Schedule A-2.

Section 1.3 – Association. Dixwell Plaza Merchants Association, Inc., a nonprofit corporation organized under the laws of the State of Connecticut. It is the Association of Owners pursuant to Section 47-243 of the Connecticut General Statutes.

Section 1.4 – Board. The Board of Directors of the Association. The Association acts through its Board of Directors.

Section 1.5 – Bylaws. The Bylaws of the Association, as they may be amended from time to time.


Section 1.7 – Common Elements. All portions of the Property other than the Units, also referred to as the Common Space. This consists of the land in Parcel 1-F of the Dixwell Plaza, excluding individual Units known as Parcels 1-F-2 through 1-F-16, inclusive as described in Schedule A-1 attached hereto and made a part hereto.

Section 1.8 – Common Expenses. The expenses for the operation of the Association as
set forth in Article XI of this Declaration.

Section 1.9 – Declarant. The Declarant shall be the Owners, as defined below, of Parcels 1-F-2 through 1-F-16.

Section 1.10 – Declaration. This document, including all exhibits and schedules attached hereto and any amendments.

Section 1.11 – Director. A member of the Board of Directors.

Section 1.12 – Documents. The Declaration and Survey recorded and filed pursuant to the provisions of the Act and the Bylaws, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is part of that Document.

Section 1.13 – Eligible Insurer. An insurer or guarantor of a first or second 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 or second 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 XIV.

Section 1.14 – 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 XIV.

Section 1.15 – Improvements. Any structure, fixture or facility existing or to be constructed on the land described in Schedule A-1, including, but not limited to, buildings, paving, utility wires, pipes, light poles, and trees and shrubbery planted by the Association.

Section 1.16 – Land Disposition Agreement. The document transferring the parcel of land on which this condominium sits from the City of New Haven to the Greater New Haven Business Development Corporation dated December 15, 1969 and recorded at Volume 2386 at Page 211 of the New Haven Land Records.

Section 1.17 – 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 Condominium are described in Article IV of this Declaration.

Section 1.18 – Majority. Voting interests are allocated to the Owners on a one vote per Unit basis, unless otherwise noted. A majority shall require agreement among the Owners of more than fifty percent (50%) of the Units.

Section 1.19 – Manager. A person, firm, or corporation employed or engaged to perform
management services for the Association.

**Section 1.20 – Notice and Comment.** The right of an 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 17.1** of this Declaration.

**Section 1.21 – Notice and Hearing.** The right of an Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 17.2** of this Declaration.

**Section 1.22 – Owner.** The Person or legal entity who owns a Unit. Owner does not include a Person or legal entity having an interest in a Unit solely as security for an obligation. All Owners shall be members of the Board.

**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 – Property.** This shall mean Parcels 1-F-2 through 1-F-16 together with the Common Space, described in **Schedule A-1** attached hereto, and all improvements, easements, rights; and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

**Section 1.25 – Rules.** Rules for the use of Units and Common Elements and for the conduct of persons within the Association, as may be amended from time to time.

**Section 1.26 – 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 1.27 – Survey.** The survey filed with this Declaration as **Schedule A-4**, as it may be amended from time to time.

**Section 1.28 – Tenants.** A Tenant is any Person leasing all or part of a Unit from an Owner. Owners are responsible for enforcing all provisions against all Tenants. All restrictions on Owners shall also apply to Tenants. Nothing herein shall prohibit Owners from charging Tenants for costs or charges assessed by the Association against Owners.

**Section 1.29 – Unit.** A physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in **Section 3.3** of this Declaration, and shall mean Parcels 1-F-2 through 1-F-16 of the Dixwell Redevelopment and Renewal Area. All Units shall be used for non-residential purposes.
ARTICLE II

Description of Land

The Condominium is situated in the Town of New Haven, Connecticut and is located on land described in Schedule A-1 and is subject to those restrictions and encumbrances set forth in Schedule A-1.

ARTICLE III

Maximum Number of Units, Identification, and Boundaries

Section 3.1 – Number of Units. The Condominium contains 11 Units termed Parcels 1-F-2 through 1-F-16, the maximum number of Units it will contain.

Section 3.2 – Identification of Units. All Units are identified by number and are shown on the Survey.

Section 3.3 – Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and are more particularly described as follows:

   a) Walls, floors, windows, exterior doors, and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit.

   b) Inclusions: Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 3.3(a) above, and shall also contain any pipes, wires, ducts, and conduits situated in the perimeter walls of the Unit serving only that Unit.

   c) Exclusions: Except when specifically included by other provisions of Section 3.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 3.3(a) above; the Common Space, including driveways, sidewalks, benches, and parking facilities; 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.

   d) Inconsistency with Survey: If this definition is inconsistent with the Survey, then this definition shall control.
ARTICLE IV

Limited Common Elements

Section 4.1 – 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, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit, or serving only certain Units but less than all Units, is a Limited Common Element, the use of which is limited to that Unit or Units.

b) Any outside fixtures 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) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

d) Outside patios, the use of which is limited to the Unit or Units as shown on the survey.

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 Owners.

ARTICLE V

Easements and Licenses

All easements or licenses to which the Condominium is presently subject are recited in Schedule A-1 to this Declaration. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant.

ARTICLE VI

Maintenance, Repair, and Replacement

Section 6.1 - Interior of Unit. Owners shall at all times keep the Unit, including all doors, interior walls, windows, and other glass, clean, attractive, and inviting to patrons and shoppers, as determined by the Association. The Association may establish criteria to guide such determinations. All Owners shall paint, redecorate, and refurbish the interior of the Unit as and
when necessary to maintain at all times a clean and attractive appearance. Owners shall maintain, repair, and replace at their own expense, all portions of their Unit, except the portions thereof to be maintained, repaired, or replaced by the Association.

Section 6.2 - Exterior of Unit. The Association shall maintain, repair, and replace all of the Common Elements, including, but not limited to, performing any of the following actions:

a) the maintenance of exterior lighting;

b) the maintenance of gutters;

c) the maintenance of the facade;

d) the maintenance of the sidewalks and parking lot; and

e) the removal of all snow, ice, leaves, and debris from all doorsteps and sidewalks.

This Section shall not include the portions of the Limited Common Elements that are required by this Declaration to be maintained, repaired, or replaced by the Owners.

Section 6.3 – Rear Exits and Entrances. Owners shall maintain an appropriate rear exit within each Unit.

Section 6.4 – Access. The Association 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, and replacing utility meters and related pipes, valves, wires, and equipment; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected 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 Owner is present at the time.

Section 6.5 – Repairs Resulting From Negligence. Each Owner shall reimburse the Association for any damages to the Common Elements caused intentionally, negligently, or by the Owner’s failure to properly maintain, repair, or make replacements to the Owner’s Unit. Each Owner shall reimburse other Owners for any damages to any other Unit caused intentionally, negligently, or by the Owner’s failure to properly maintain, repair, or make replacements to the Owner’s Unit. The Association shall be responsible for damage to Units caused intentionally, negligently, or by its failure to maintain, repair, or make replacements to the Common Elements.

Section 6.6 – Other Owner Responsibilities. Notwithstanding the provisions of Section 6.1 and Section 6.2, Owners shall maintain any sign, decoration, lettering, advertising matter, shutters, awnings, stairways, basements, or other thing as may be approved in good condition and repair, as determined by the Association, at all times. Owners shall also be responsible for
the prompt removal of graffiti. The Association may establish criteria to guide such determinations.

Section 6.7 – Cost. The cost for any repair shall be in accordance with Article XI.

ARTICLE VII

Additions, Alterations, and Improvements

Section 7.1 – Additions, Alterations, and Improvements by Owners.

a) An Owner:

1. May make any improvements or alterations to the interior of the Owner’s Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Plaza;

2. May not change the appearance of the Common Elements, the exterior appearance of a Unit, or any other portion of the Plaza, without permission of the Association. The Owner shall submit a written request to make such alterations to the Association. The Association shall reply in writing to any written request for approval within thirty (30) days. The written reply may be a request for more information. If the reply does not affirmatively approve or disapprove the request, the Association shall have an additional thirty (30) days in which to make an affirmative approval or disapproval. Failure to do so within such time shall constitute consent by the Association to the proposed action. The Association shall review requests in accordance with the provisions of its rules.

b) Where a single Owner owns an adjoining Unit or an adjoining part of an adjoining Unit, that Owner may alter the adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create aperture therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity of mechanical systems or lessen the support of any portion of the Plaza. Similarly, adjoining Owners may, by written agreement submitted to the Association, make such alterations, subject to the Association’s approval. The Association shall reply in writing to any written request for approval within thirty (30) days. The written reply may be a request for more information. If the reply does not affirmatively approve or disapprove the request, the Association shall have an additional thirty (30) days in which to make an affirmative approval or disapproval. Failure to do so within such time shall constitute consent by the Association to the proposed action. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.

Section 7.2 – Access. Pursuant to Section 7.1, the Association shall have the right to inspect any alterations, modifications, or additions at any time during standard business hours,
with reasonable notice. Twenty-four (24) hours shall constitute reasonable notice. The Association’s failure to inspect the Unit shall in no event constitute a waiver of any of the Association’s rights hereunder, and the Association shall retain the right to object at a later date. Should the Association disapprove any portion of the alterations, modifications, or additions, the Association shall notify the Owner in writing. Any defects in, and/or disapproval by the Association of alterations, modifications, or additions shall be corrected by the Owner at no expense to the Association; provided, however, that in the event the Association determines that a defect exists or disapproves of any matter in connection with any portion of the alterations, modifications, or additions and such defect might adversely affect the mechanical, electrical, plumbing, heating, ventilating, and air-conditioning or life-safety systems of the Unit or the Plaza, the structure or exterior appearance of the Plaza, or any other Owner’s use of other Unit, the Association may take such action as the Association deems necessary, at the Owner’s expense and without incurring any liability on the Association’s part, to correct any such defect or other matter, including, without limitation, stopping any work until such time as the defect is corrected to the Association’s satisfaction.

Section 7.3 – Compliance With Building Codes. Owners shall comply in all respects with (i) all applicable laws, codes, ordinances, and regulations; and (ii) building material manufacturer’s specifications.

Section 7.4 – Insurance. Any additions, alterations, or improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Association, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change unless approved in writing by the Association. In approving such a request, the Association may require the Owner to pay any increase in premiums.

Section 7.5 – Additions, Alterations, and Improvements by Association. Subject to the limitations of Article XI of this Declaration, the Association may make any additions, alterations, or improvements to the Common Elements which, in its judgment, it deems necessary.

Section 7.6 – Permits.

a) Any applications to any department or to any governmental authority for a permit to make any additions, alterations, or improvements to the Common Elements and Limited Common elements, subject to Subsection (b) of this provision, shall be executed by the Association only, or, at the Association’s discretion, shall be executed by the Owner with the approval of the Association. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor, or materialman on account of such additions, alterations, or improvements or to any person having any claim for injury to person or damage to property arising therefrom.

b) For any work on the interior or exterior of the Unit, securing the proper permits and necessary governmental approval is the sole responsibility of the Owner making such
improvements.

ARTICLE VIII

Damage to or Destruction of Property

Section 8.1 – Duty to Restore. Any portion of the Property 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 Condominium is terminated;

b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

c) Owners holding seventy five percent (75%) of the votes vote not to rebuild.

Section 8.2 – Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 8.3 – Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications that have been approved by a majority of Owners.

Section 8.4 – Replacement of Less Than Entire Property.

a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

b) Except to the extent that other persons will be distributees;

1. 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

2. The remainder of the proceeds shall be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;

c) If the 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 8.5 – 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, Owners, and lien holders as their interests may appear. Subject to the provisions of Section 8.1 and Section 8.4, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, 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 Condominium is terminated.

Section 8.6 – Certifications by the Association. A trustee, if any, may rely on the following certifications in writing made by the Association:

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.

ARTICLE IX

Restrictions on Use and Occupancy

Section 9.1 – Use Prohibitions. The following uses, in whole or in part, are prohibited, provided that this provision shall not apply to uses existing as of the date of the filing of this Declaration:

a) Pool hall

b) Nightclub

c) Liquor/package store

d) Cigar shop

e) Adult bookstore, adult video store, or other store selling indecent material. The determination of whether any material is indecent shall be in the sole discretion of the Association.

f) Gun shop

g) Pawn shop
h) Gas station

i) Car garage, car repair shop, car dealer, or auto parts store

j) Funeral home

k) Churches, mosques, synagogues, or other places of worship or religious gathering, provided that if the current church, mosque, synagogue, or other place of worship or religious gathering ceases to operate at its current site, the Association shall have the option to approve a new church, mosque, synagogue, or other place of worship or religious gathering on the same site or a site approved by the Association.

Section 9.2 – Use Restrictions. The following uses are restricted:

a) Any vending, video, arcade, or other gaming machines in the Unit. This provision shall not operate to restrict or prohibit Laundromats.

b) 24-hour convenience store;

c) Motel, hotel, or other like establishment;

d) Restaurants providing live entertainment; or

e) Establishments serving or selling alcoholic beverages.

The Owner shall submit a written request to the Association for such uses. The Association shall reply in writing to any written request for approval within thirty (30) days. The written reply may be a request for more information. If the reply does not affirmatively approve or disapprove the request, the Association shall have an additional thirty (30) days in which to make an affirmative approval or disapproval. Failure to do so within such time shall constitute consent by the Association to the use. The Association shall review requests in accordance with the provisions of its rules. This provision shall not apply to uses existing as of the date of the filing of this Declaration.

Section 9.3 – Specific Items. No Owner may sell or permit to be sold drug paraphernalia, including but not limited to rolling papers, Philly blunts or similar cigars, individual cigarettes, and small plastic collectors’ bags. No Owner may sell or permit to be sold any guns or ammunition, whether real or toy replicas, including but not limited to black plastic toy, BB, and pellet guns.

Section 9.4 – Land Disposition Agreement. Restrictions, conditions, and easements contained in the Land Disposition Agreement, as amended, from the City of New Haven dated December 15, 1969 and recorded in Volume 2386 at Page 211 of the New Haven Land Records, only to the extent enforceable.
Section 9.5 – Alarm Systems. Owners may maintain an alarm system that will alert the New Haven Police in the event of a robbery, break-in, or other trespassing.

Section 9.6 – Security Gates. Owners shall not place or permit to be placed any solid metal security gates or solid roll-down metal windows. Owners may place or permit to be placed link or grill type security devices, provided that the coil boss shall be recessed and concealed behind the building wall, if installed on the outside of the building.

Section 9.7 – Exterior Signage. The design of all exterior signs, including measurements, shall be submitted to the Association for prior approval, and shall be governed by such signage and design criteria as the Association may adopt from time to time. Approval is in the Association’s sole discretion. The Association shall reply in writing within thirty (30) days of submission. The written reply may be a request for more information. If the reply does not affirmatively approve or disapprove the submission, the Association shall have an additional thirty (30) days in which to make an affirmative approval or disapproval. Failure to do so within such time shall constitute approval of the signs. This provision shall apply to changes or modifications of signs as well as new signs. Owners are responsible for legal compliance of its signage with all applicable laws, including local zoning laws, notwithstanding the Association’s approval.

Section 9.8 – Other Signage. If any decoration, lettering, sign, advertising matter, or other thing of any kind on any exterior door, wall, window, or the glass of any window or door of the Unit has not been approved by the Association or submitted to the Association for approval, the Association shall have the right to remove such signage. The Association shall provide owner with thirty (30) days notice requesting and requiring removal. If such signage is not removed, the Association shall have the right to enter and remove it.

Section 9.9 – Window Displays. To the extent that Owners utilize window displays, such window displays shall at all times be arranged and maintained in an attractive fashion, as determined by the Association. The Association may establish criteria to guide such determinations.

Section 9.10 – Hours of Operation. The Association shall have the right to establish minimum or standard hours of operation for Owners.

Section 9.11 – Use of Common Areas. The Association reserves the right to restrict the use of the roof, sidewalks, and other common areas, including soliciting, distributing leaflets or other material, exhibiting signs, and any and all activities that disrupt the quiet enjoyment of the Owners, including, but not limited to, loud music. For any activity that might disrupt the quiet enjoyment of the Owners, the Owner shall submit a written request for such an activity to the Association. The Association shall reply to any written request for approval within thirty (30) days. The written reply may be a request for more information. If the reply does not affirmatively approve or disapprove the request, the Association shall have an additional thirty (30) days in which to make an affirmative approval or disapproval. Failure to do so within such time shall constitute consent by the Association to the proposed action. This Section shall not apply to
those special events for which the Association has granted approval.

**Section 9.12 – Lighting.** The Association shall keep exterior lighting in or on the storefront and the window displays of the Unit until at least 1:00 a.m. every day. The Association reserves the right to establish lighting requirements on Owners for the interior of Units.

**Section 9.13 – Employee Parking.** The Board shall have the authority to enforce parking regulations, including, but not limited to, the power to require Owners to instruct their employees not to park in the lot in front of the Plaza. The Association reserves the right to establish rules and regulations governing the enforcement of this Section.

**Section 9.14 – Sales.** Owners shall inform the Association in writing of any fire, distress, going out of business, or bankruptcy merchandise sales thirty (30) days before the sale is to begin. The Association reserves the right to prohibit such sale. The Association shall reply in writing to any written request for sale within thirty (30) days. The written reply may be a request for more information. If the reply does not affirmatively approve or disapprove the request, the Association shall have an additional thirty (30) days in which to make an affirmative approval or disapproval. Failure to do so within such time shall constitute consent by the Association to the sale. The Association shall review requests in accordance with the provisions of its rules. Standard sales shall not be subject to this provision.

**Section 9.15 – Delivery.** All deliveries shall occur in the rear of the Plaza. Owners shall prevent any delivery trucks or other vehicles servicing the Unit from parking or standing in front of the Unit, including on the sidewalks, at any time. The Association reserves the right to further regulate the activities of Owners regarding deliveries to and servicing of the Unit, and Owners agree to abide by such further rules and regulations of the Association. Emergency vehicles and hearses shall not be subject to this provision.

**ARTICLE X**

**Restrictions on Alienation**

**Section 10.1 – Notice by Owner of Proposed Sale or Lease.**

a) No Owner may transfer a Unit, or any interest therein, by sale or lease without complying with the following procedures.

b) An Owner intending to make a bona fide sale or lease of a Unit, or any interest therein, shall give written notice of such intention to the Association, which notice shall be accompanied by:

1. a statement setting forth the name and address of the proposed purchaser or lessee, the nature of its business, and its proposed use of the Unit;
2. the proposed purchaser’s or lessee’s personal and/or business credit reports;

3. an executed copy of the proposed contract of sale; and

4. such additional information, other than financial statements, regarding the proposed purchaser or lessee as the Association may reasonably require.

c) An Owner shall provide such notice fourteen (14) days prior to the date of the proposed lease and thirty (30) days prior to the proposed sale of the Unit.

d) Each Owner required to give notice to the Association of a sale or lease of a Unit, or any interest therein, shall pay a reasonable fee to the Association to cover the costs incident to the determination of approval. The amount of such fee shall be determined by the Association’s rules and regulations, provided that such fee shall not exceed $75. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid.

e) In the event that any Owner shall attempt to sell or lease a Unit, or any interest therein, without providing notice to the Association under the terms of this Section, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

Section 10.2 – The Association’s Approval of a Proposed Lease:

a) Within fourteen (14) days after the Association’s receipt of the notice and information required in this Article regarding a proposed lease of a Unit, or any interest therein, the Association shall approve or disapprove the proposed lease.

b) If the proposed lease is approved, the approval shall be set forth in a certificate executed by the Association, which certificate shall be delivered to the Owner.

c) If the Association fails to respond to an Owner’s notice of a proposed lease of a Unit, or any interest therein, within fourteen (14) days of the Association’s receipt of the notice and information required herein, such failure shall constitute approval of the proposed lease, provided that the consent of the Association to one lease of a Unit, or any interest therein, shall not constitute or be deemed a waiver of the Association’s rights with respect to any subsequent bona fide offer from a prospective purchaser or lessee.

Section 10.3 – The Association’s Disapproval of a Proposed Lease.

a) The Association may disapprove a proposed lease of a Unit, or any interest therein, within fourteen (14) days of the Owner’s provision of the notice and information required herein. The Association shall convey the reasons for its disapproval in writing upon the Owner’s request, which disapproval may be based on, but need not be limited to:
1. the proposed use of the Unit and/or products to be sold by the lessee; or

2. the likelihood of undue competition, in whole or in part, by the proposed lessee with existing uses in the Plaza, provided that replacement of an existing use with the same use by the proposed lessee shall not be construed as undue competition.

b) The Association’s disapproval of a proposed lease of a Unit, or any interest therein, shall not be valid if it is based solely on the Association’s disapproval of the individual terms and conditions of the proposed lease.

c) The Association’s disapproval of a proposed lease of a Unit, or any interest therein, shall not be valid if it is a discriminatory act based on the race, color, creed, or national origin of the proposed lessee, or if the disapproval is in violation of federal, state, or local law prohibiting discrimination.

d) The subleasing or subrenting of an Owner’s interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under this Declaration shall continue, notwithstanding the fact that the Owner may have leased or rented said interest as provided herein.

e) In the event that any Owner shall attempt to lease a Unit despite the Association’s disapproval of the proposed lease, such lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended lessee.

f) The Association may, in its sole discretion, waive the restrictions on lease in this Section for reasons of economic necessity, including, but not limited to, an Owner’s demonstrated inability to secure an otherwise suitable tenant for the Unit.

Section 10.4 – The Association’s Approval of a Proposed Sale.

a) Within twenty-five (25) days after the Association’s receipt of the notice and information required in this Article regarding a proposed sale of a Unit, or any interest therein, the Association shall approve or disapprove the proposed sale.

b) If the proposed sale is approved, the approval shall be set forth in a certificate executed by the Association. The certificate shall be delivered to the purchaser and shall be recorded at the expense of the purchaser.

c) If the Association fails to respond to an Owner’s notice of a proposed sale of a Unit, or any interest therein, within twenty-five (25) days of the Association’s receipt of the notice and information required herein, such failure shall constitute approval of the proposed sale, provided that the consent of the Association to one sale of a Unit, or any interest therein, shall not constitute or be deemed a waiver of the Association’s rights with respect to any subsequent bona fide offer from a prospective purchaser or lessee.
Section 10.5 – The Association’s Disapproval of a Proposed Sale.

a) The Association may disapprove a proposed sale of a Unit, or any interest therein, within twenty-five (25) days of the Owner’s provision of the notice and information required herein. The Association shall convey the reasons for its disapproval in writing upon the Owner’s request, which disapproval may be based on, but need not be limited to:

1. the proposed use of the Unit and/or products to be sold by the purchaser;

2. the proposed purchaser’s financial health, as indicated by the purchaser’s credit reports;

3. the proposed purchaser’s inability to meet the rules and regulations of the Association; or

4. the likelihood of undue competition, in whole or in part, by the proposed purchaser with existing uses in the Plaza, provided that this provision shall not apply to a purchase of a Unit when the use of the Unit after the sale will remain the same as the use of the Unit prior to the sale.

b) The Association’s disapproval of a proposed sale of a Unit, or any interest therein, shall not be valid if it is based solely on the Association’s disapproval of the individual terms and conditions of the proposed sale.

c) The Association’s disapproval of a proposed sale of a Unit, or any interest therein, shall not be valid if it is a discriminatory act based on the race, color, creed, or national origin of the proposed lessee, or if the disapproval is in violation of federal, state, or local law prohibiting discrimination.

Section 10.6 – The Association’s Modified Right of First Refusal.

a) Within twenty-five (25) days of the Owner’s provision of the notice and information required herein, the Association may deliver or mail by certified mail to the Owner an agreement to purchase the Unit by a purchaser approved by the Association to whom the Owner must sell the Unit upon the following terms:

1. The terms of the sale of the Unit, or any interest therein, shall be the same as, or more favorable to the Owner than, the terms of the disapproved sale agreement.

2. Notwithstanding the Association’s disapproval of a proposed sale of a Unit, or any interest therein, and the Association’s provision of an alternative purchaser, the Owner may exercise the right to withdraw the proposed sale and retain his or her ownership interest in the Unit.

b) The Association shall exercise the modified right of first refusal herein by providing an
alternative purchaser in the following order of priority:

1. any individual member of the Board, provided that if more than one Board member expresses a desire to purchase the Unit, or any interest therein, the Board member presenting the purchase offer most favorable to the Owner shall be selected by the Association;

2. any group consisting wholly of members of the Board; and

3. any other purchaser approved by the Association.

c) The modified right of first refusal herein shall not apply to the sale of a Unit, or any interest therein, to:

   1. the spouse, siblings, parents, or children of an Owner or of an individual who is part of an owning entity;

   2. an entity in which the Owner, or an individual who is part of an owning entity, retains an interest of ten (10) percent or greater.

d) Nothing in this Section, including the exceptions to the modified right of first refusal herein, shall be construed to abrogate the notice requirements of Section 10.1.

e) The modified right of first refusal herein shall not apply to the transfer of a deceased joint tenant’s interest to the surviving joint tenant or the transfer of the decedent’s interest to a devisee by will or his or her heirs at law under intestacy laws.

f) The modified right of first refusal herein shall not affect the right of an Owner to subject a Unit to a trust deed, mortgage, or other security instrument whereby a bank, insurance company, savings and loan association, or other similar institution becomes the owner and holder of such trust deed, mortgage, or security instrument.

g) If the Association fails to exercise the modified right of first refusal herein by failing to provide an approved purchaser within twenty-five (25) days of the Owner’s provision of the notice and information required in this Article, then notwithstanding the Association’s disapproval of the Owner’s proposed sale, the Owner’s proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as provided herein, which shall be recorded at the expense of the purchaser, provided that the failure of, or refusal by, the Association to exercise the modified right of first refusal provided herein shall not constitute or be deemed a waiver of the Association’s rights with respect to any subsequent bona fide offer from a prospective purchaser or lessee.

h) If a purchaser furnished by the Association pursuant to its modified right of first refusal shall default in the agreement to purchase, then notwithstanding the Association’s disapproval of the Owner’s proposed sale, the Owner’s proposed transaction shall be
deemed to have been approved. In the case of approval, the Association shall furnish a certificate of approval as provided herein, which shall be recorded at the expense of the purchaser, provided that the failure of, or refusal by, the Association to exercise the modified right of first refusal provided herein shall not constitute or be deemed a waiver of the Association’s rights with respect to any subsequent bona fide offer from a prospective purchaser or lessee.

i) In the event that any Owner shall attempt to sell a Unit without affording to the Association the modified right of first refusal provided herein, such sale shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

j) These restrictions shall be set forth in each deed for the conveyance of a Unit. The exact language of the resale restrictions is set forth on Schedule B-1 to this Declaration.

k) Units are subject to a Land Disposition Agreement, substantially in the form which is attached hereto as Schedule B-2, and each Unit Owner will be required to execute a Declaration of Land Use Restrictive Covenant consistent with the Land Disposition Agreement, to be recorded on the New Haven Land Records.

ARTICLE XI

Assessment and Collection of Common Expenses

Section 11.1 – Definition of Common Expenses. Common Expenses shall include:

a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;

b) Expenses declared to be Common Expenses by the Association, by the Documents, or by the Act;

c) 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 11.2 – Apportionment of Common Expenses Attributable to All Units. Except as provided in Section 11.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Elements as shown on Schedule A-2 to this Declaration.

Section 11.3 – 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 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 Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.

d) If any Common Expense is caused by the misconduct of an Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

e) Fees, charges, late charges, fines, and interest charged against an Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

f) Any Common Expense associated with the maintenance, repair, or replacement of the Limited Common Elements of a Unit shall be assessed against the Unit or Units to which such Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to that Limited Common Element shall be assessed equally among the Units to which it is assigned. Notwithstanding the provisions of this Section, any fixtures attached to a Unit shall be maintained at the expense of the Owner of that Unit. Any fixtures not attached to a particular Unit shall be maintained at the expense of the Association, either as a Common Expense or Limited Common Expense, whichever applies.

**Section 11.4 – Lien.**

a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its 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. 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.

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 is required.

d) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

e) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney’s fees for the prevailing party.

f) The Association’s lien may be foreclosed in like manner as a mortgage on real property.

g) 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 Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all Sums alleged to be due from that Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association’s Common Expense assessments based on a budget adopted by the Association pursuant to Section 11.5 of this Declaration.

h) Any payments received by the Association in the discharge of an Owner’s obligation may be applied to the oldest balance due.

Section 11.5 – Budget Adoption and Ratification. The Board shall propose an annual budget. Within thirty (30) days after approving any proposed budget for the Condominium, the Board shall provide the budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the budget. Unless at that meeting the budget is approved by eighty percent (80%) of the votes, the budget is not ratified, whether or not a quorum is present, provided that an Owner’s failure to attend such meeting shall constitute a vote in favor of ratification. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 11.6 – Amendments to Budget. Any amendments to the Budget shall be ratified by the Association.

Section 11.7 – Inspection of Books. The Association shall permit any Owner to inspect the books and records of the Association during normal business hours upon reasonable notice.

Section 11.8 – Financial Statements. The Association shall provide any Owner which submits a written request, with a copy of an annual financial statement of the Association, if any, within thirty (30) days following the end of each fiscal year of the Association.

Section 11.9 – Audit. The Association may obtain an audit by an independent certified public accountant. If an audit is obtained, copies shall be provided to each Owner within thirty (30) days of receipt by the Association. Costs of any audit shall be a Common Expense.
Section 11.10 – Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to an Owner a written statement setting forth the amount of unpaid assessments against the Unit within five (5) business days after receipt.

Section 11.11 – Monthly Payment of Common Expenses. The Board shall provide all Owners a monthly statement showing income and expenses. All Common Expenses assessed shall be due and payable monthly.

Section 11.12 – Acceleration of Common Expense Assessments. In the event of default for a period of ninety (90) days by any Owner in the payment of any Common Expense assessment levied against his or her Unit, the Association shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.

Section 11.13 – Commencement of Common Expense Assessments. Except with respect to any Working Capital Contribution parcel by an Owner upon acquisition of title to a Unit, Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to an Owner other than the Declarant occurs.

Section 11.14 – No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 11.15 – Personal Liability of Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XII

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 a majority of Owners of Units, at a meeting called for that purpose.

ARTICLE XIII

Insurance
Section 13.1 – Owner Policies. Owners shall obtain and maintain property insurance and public liability insurance in an amount not less than one million dollars ($1,000,000). The policies shall cover the Common Elements. The policies shall also name the Association as an insured in the case of any event covered by such policy. Owners shall provide the Association with proof of coverage.

Section 13.2 – Workers’ Compensation Insurance. To the extent the Association has employees, the Association shall obtain and maintain Workers’ Compensation Insurance to meet the requirements of the laws of the State of Connecticut. Contractors that the Association hires to maintain, repair, or perform other work on the Plaza must maintain Workers’ Compensation Insurance to meet the requirements of the laws of the State of Connecticut. Such contractors shall provide proof of such insurance to the Association.

Section 13.3 – Directors’ and Officers’ Liability Insurance. The Board may obtain directors’ and officers’ liability insurance, which would cover all of the Directors and officers of the Association in such limits as the Association may, from time to time, determine.

Section 13.4 – Other Insurance. The Association may carry other insurance that the Association considers appropriate to protect the Association or the Owners. Insurance premiums shall be a Common Expense.

ARTICLE XIV

Mortgagee Protection

Section 14.1 – 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 is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 14.2 – 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 14.3 – Notice of Mortgage. Any Owner who subjects a Unit to a trust deed, mortgage, or other security instrument whereby a bank, insurance company, savings and loan association, or other similar institution becomes the owner and holder of such trust deed, mortgage, or security instrument shall advise the institution that the Association is a party to receive prompt notice of default on the trust deed, mortgage, or other security instrument. Current owners at the time of the filing of this Declaration shall likewise advise the institution that the Association is a party to receive prompt notice of default on an existing trust deed,
mortgage, or other security instrument.

Section 14.4 – 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 Condominium 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 ninety (90) 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 14.5; and

e) Any judgment rendered against the Association.

Section 14.5 – Consent Required.

a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Owners described in this Subsection may be effective without the vote of at least eighty percent (80%) of the votes (or any greater Owner vote required in this Declaration or Chapter 82B 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). “Material” includes, but is not limited to, any provision affecting:

1. Assessments, assessment liens, or subordination of assessment liens;

2. Voting rights and voting thresholds;

3. Reserves for maintenance, repair, or replacement of Common Elements;

4. Responsibility for maintenance and repairs;

5. Reallocation of interests in the Common Elements or Limited Common Elements, except that when Limited Common Elements are reallocated by agreement between Owners, only those Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
6. Rights to use Common Elements and Limited Common Elements;

7. Boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

8. Convertibility of Units into Common Elements or Common Elements into Units;

9. Expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;

10. Insurance or fidelity bonds;

11. Leasing of Units;

12. Imposition of restrictions on an Owner’s right to sell or transfer his or her Unit;

13. Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

14. Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

15. Termination of the Condominium after occurrence of substantial destruction or condemnation; and

16. 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:

1. The conveyance or encumbrance of the Common Elements or any portion thereof, as to which the approval of at least fifty-one percent (51%) of Eligible Mortgagees is required. The granting of casements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Condominium shall not be deemed a conveyance or encumbrance within the meaning of this clause;

2. The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
3. The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;

4. The termination of the Condominium, for reasons other than substantial destruction or condemnation, as to which at least fifty-one percent (51%) Eligible Mortgagee approval is required;

5. 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;

6. The merger of this Condominium with any other Common Interest Community;

7. The granting of any easements, leases, licenses, and concessions through or over the Common Elements excluding, however, any utility easements serving the Condominium and excluding any leases, licenses, or concessions for no more than one (1) year;

8. The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

9. Any action taken not to repair or replace the Property.

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 thirty (30) 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 14.6 – 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 upon reasonable notice.

Section 14.7 – 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 of the Association, if any, within thirty (30) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public account 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 14.8 – 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
the arbitration provisions in Article XVIII.

Section 14.9 – Attendance at Meetings. Any representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which an Owner may attend.

ARTICLE XV

Persons and Units Subject to Documents

Section 15.1 – Compliance with Documents. All 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 a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Owner, tenant, mortgagee, or occupant. All such provisions recorded on the Land Records of the Town of New Haven are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 15.2 – Adoption of Rules. The Association may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XVI

Allocated Interests

Section 16.1 – 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. These formulas are to be used in reallocating interests if Units are added to the Condominium.

Section 16.2 – Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated based on the following formulas:

a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the percentage of the square footage of the Unit relative to the square footage of all Units.

b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the percentage of the square footage of the Unit relative to the square footage of all Units. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XI of this Declaration.
c) *Votes.* Each Unit in the Condominium shall have one (1) equal Vote. Any specified percentage, portion, or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

**ARTICLE XVII**

Rights to Notice, Comment, and Hearing

Section 17.1 – Right to Notice and Comment. Before the Association 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 Association determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Owner in writing and shall be delivered personally or by mail to all Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Owners. The notice shall be given not less than fourteen (14) days before the proposed action is to be taken.

Section 17.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after “Notice and Hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

**ARTICLE XVIII**

Arbitration

Section 18.1 – Availability of Arbitration. Any disputes or controversies arising out of this Declaration shall be settled by final and binding arbitration pursuant to the terms of this Article, *provided that* Articles IX and XI shall not be subject to arbitration unless the parties mutually agree in writing.

Section 18.2 – Arbitration Panel. All proceedings subject to arbitration in accordance with this Declaration shall take place in Connecticut before a one-member arbitration panel administered by, selected, and conducted under the rules and procedures of the American
Arbitration Association, and judgment upon the award by the arbitrators may be entered in any court having jurisdiction thereof. The panel members shall be qualified with respect to the subject matter of the arbitration.

Section 18.3 – Jurisdiction and Venue. For purposes of this Agreement, the parties agree that jurisdiction and venue of any court that will implement any such award shall be the courts of the State of Connecticut.

Section 18.4 – Costs and Expenses. Each party shall bear its own costs and expenses and shall share equally the costs of the arbitration, provided that the arbitrator shall award to the prevailing party such amount of its costs and counsel fees as he or she deems just.

Section 18.5 – Effect on Rights. No arbitration shall amend or diminish in any way the substantive rights conferred upon any of the parties under this Agreement.

Section 18.6 – Alternative Dispute Resolution. Notwithstanding the above, provided that the controversy being arbitrated is eligible, the party initiating arbitration may seek to have the matter decided under the Alternative Dispute Resolution Service Rules of Procedure of the American Arbitration Procedure.

ARTICLE XIX

Board

Section 19.1 – Minutes of Board Meetings. The Board shall permit any Owner to inspect the Minutes of Board meetings during normal business hours. The Minutes shall be available for inspection within seven (7) days after any such meeting.

Section 19.2 – Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws, or the Act. The Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

a) Adopt and amend Bylaws, Rules, and regulations, including, but not limited to those set forth in Sections 19.2(u) and 19.4 of the Declaration;

b) Adopt and amend budgets for revenues, expenditures, and reserves;

c) Collect assessments for Common Expenses from Owners;

d) Hire and discharge managing agents;

e) Hire and discharge employees and agents, other than managing agents, and independent
contractors;

f) Institute, defend, or intervene in litigation or administrative proceedings in the
Association’s name on behalf of the Association or two (2) or more Owners on matters
affecting the Condominium;

g) Make contracts and incur liabilities;

h) Regulate the use, maintenance, repair, replacement, and modification of the Common
Elements;

i) Cause additional improvements to be made as a part of the Common Elements;

j) Acquire, hold, encumber, and convey in the Association’s name any right, title, or
interest to real property or personal property, provided that Common Elements may be
carried or subjected to a Security Interest only pursuant to Section 47-254 of the
Connecticut General Statutes;

k) Grant easements for any period of time including permanent easements, leases, licenses,
and concessions for no more than one (1) year, through or over the Common Elements;

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

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

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

o) Provide for the indemnification of the Association’s officers and Board and maintain
Directors’ and officers’ liability insurance;

p) Assign the Association’s right to future income, including the right to receive Common
Expense assessments, subject to Article XII.

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

r) Exercise all other powers that may be exercised in this State by legal entities of the same
type as the Association;
s) Exercise any other powers necessary and proper for the governance and operation of the Association; and

t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing a committee. All committees must maintain and publish notice of their actions to Owners and the Board.

u) By regulation, require that disputes between the Association and Owners or between two or more Owners regarding the Condominium must be submitted to binding alternative dispute resolution in the manner described in Article XVIII as a prerequisite to commencement of a judicial proceeding.

Section 19.3 – Board Limitations. The Board may not act on behalf of the Association to amend this Declaration, terminate the Condominium, elect members of the Board, or determine the qualifications, powers and duties, or terms of office of Board members, provided that the Board may fill vacancies in its membership for the unexpired portion of any term, subject to Article IV, Section 4, of the Bylaws.

Section 19.4 – Rules and Regulations Affecting Use and Occupancy of Units. The Association may adopt Rules and regulations that affect the use or occupancy of Units that may be used for commercial or retail purposes only to:

a) prevent any use of a Unit which violates the Declaration; or

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 Owners.

ARTICLE XX

Amendments to Declaration

Section 20.1 – General. Except in cases of amendments that may be executed under Section 47-237 of the Connecticut General Statutes and except as otherwise limited by this Declaration, this Declaration, including the Survey, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 20.2 – 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 20.3 – Recordation of Amendments. Every amendment to this Declaration shall be recorded on the Land Records of the City of New Haven and, except as provided in Section
15.4(b), 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 Condominium and the Association and the grantor's index in the name of the parties executing the amendment.

Section 20.4 – When Consent of More Than 67% of the Votes in the Association 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 of at least eighty percent (80%) of the Votes in the Association and compliance with the following conditions:

a) No amendment may materially alter the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy or own Units or otherwise modify the restrictions described in Schedules B-1 and B-2 and in Article IX without a vote or agreement of Owners to which at least eighty percent (80%) of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.

b) No amendment may change the boundaries between any adjoining Units and between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:

1. The Owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and, if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Schedule A-4 to the Declaration. The application shall contain such other information as the Association may reasonably require to evaluate the merits of the application and the effect of any proposed change on the safety and structural soundness of the physical portions of the building involved. The Owner may be required to pay a fee sufficient to defray the costs of the Association.

2. The amendment will be reviewed by the Association and such consultants as it feels are necessary.

3. The amendment will be executed by the Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Association approving the amendment, attested by the Secretary, contain words of conveyance between the Owner and the Association, and be recorded in the town land records and indexed in the name of the Owner as grantee and the Association as Grantor, or otherwise as appropriate.

c) No amendment may increase the number of Units or change the boundaries of any adjoining Units or of any Unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Owners unless otherwise provided above.
Section 20.5 – Execution of Amendments. Amendments to this Declaration required by the Act, 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 20.6 – Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XIV.

ARTICLE XXI

Amendments to Bylaws

The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) or more of the Association, provided that notice of the proposed meeting at which such amendment is to be acted upon is provided fourteen (14) days prior to the proposed meeting. No amendment of these Bylaws shall be proposed or acted upon which would have the effect of changing the nonprofit nature of the corporation. Any proposal to amend these Bylaws must be raised by petition signed by directors with not fewer than three (3) votes among them.

ARTICLE XXII

Condemnation

If part or all of the Condominium 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 XXIII

Termination

Termination of the Condominium may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes. Termination of the Condominium will require an agreement to terminate by Owners representing eighty percent (80%) of the allocated interests (as described in Schedule A-2) as well as by eighty percent (80%) of individual Owners on a one vote per Owner basis.

ARTICLE XXIV

Miscellaneous

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Section 24.1 – 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 24.2 – 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 require.

Section 24.3 – 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 24.4 – 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 24.5 – 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.

Section 24.6 – Notice. All notice and other information shall be hand-delivered or mailed to the Owner at specified address provided to the Association. If the Owner does not provide the Association with a preferred address, notice shall be hand-delivered or mailed to the Unit.

Section 24.7 – Rules and Regulations. The use of Unit and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make rules and regulations affecting the use and occupancy of the Units only in accordance with Section 19.4.

Section 24.8 – Recording of Declaration. The entire Declaration must be recorded on the Land Records of the Town of New Haven.
In Witness whereof, the Declarant has caused this Declaration to be executed this 9th day of January 2006.

Signed, Sealed and Delivered in the Presence of: M. Tubman-Brown

Notary

M. Tubman-Brown
NOTARY PUBLIC
NY COMMISSION EXPIRES SEP. 30, 2010

DIXWELL PLAZA Merchants ASSOCIATION, INC.
DECLARANT

Dixwell Plaza Merchants Association, Inc.

BY: Cornell Scott
Its President, Cornell Scott

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN )

January 9, 2006

On this 9th day of January, 2006, before me, the undersigned, personally appeared, personally known to me, as Cornell Scott, President of DIXWELL PLAZA Merchants ASSOCIATION, INC., signer and sealer of the foregoing Condominium Declaration, and acknowledged the execution of the foregoing Condominium Declaration to be his/her free act and deed as such officer and the free act and deed of DIXWELL PLAZA Merchants ASSOCIATION, INC.

M. Tubman-Brown
Notary Public/Commissioner of the Superior Court

Witnesses' Statements

This document was signed in our presence by Leonard Scott and Gerald Clark.

(Witness)  (Witness)

192 Dixwell Ave
(Number and Street)  192 Dixwell Ave
(Number and Street)

New Haven, CT 06511
(City, State, and Zip Code)  New Haven, CT 06511
(City, State, and Zip Code)
Hill Health Center

BY: Cornell Scott

Its Executive Director, Cornell Scott, Owner, 224-226 Dixwell Avenue

STATE OF CONNECTICUT)  ss. New Haven
COUNTY OF NEW HAVEN )

January 9, 2006

On this 9th day of January, 2006, before me, the undersigned, personally appeared, personally known to me, as Cornell Scott Owner of 224-226 Dixwell Avenue, and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC., signer and sealer of the foregoing Condominium Declaration, and acknowledged the execution of the foregoing Condominium Declaration to be his/her free act and deed as such officer and the free act and deed of ______________________ as Owner of 224-226 Dixwell Avenue and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC.

Notary Public/Commissioner of the Superior Court

Witnesses’ Statements

This document was signed in our presence by Leonard Smart and Gerald Clark

Leonard Smart (Witness)

192 Dixwell Avenue

New Haven, CT 06511

(Witness)

(G Number and Street)

(City, State, and Zip Code)

Leonard J. Clark

192 Dixwell Ave

New Haven, CT 06511

(Number and Street)

(Witness)
STATE OF CONNECTICUT
  ss. New Haven
COUNTY OF NEW HAVEN

On this 9th day of January, 2006, before me, the undersigned, personally appeared, personally known to me, as Elizabeth Hayes, Owner of 180-184 and 190 Dixwell Avenue, and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC., signer and sealer of the foregoing Condominium Declaration, and acknowledged the execution of the foregoing Condominium Declaration to be his/her free act and deed as Owner of 180-184 and 190 Dixwell Avenue and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC.

MARSHA TUBMAN-BROWN
Notary Public/Commissioner of the Superior Court

Witnesses’ Statements

This document was signed in our presence by Karim Siddi and Gerald S. Clark

X Karim Siddi (Witness)
(172 Dixwell Ave.
(Number and Street)
New Haven, CT 06510 (City, State, and Zip Code)

X Gerald S. Clark (Witness)
(192 Dixwell Ave.
(Number and Street)
New Haven, CT 06511 (City, State, and Zip Code)
Christ Church Gift/Bookstore,
Owner, 210-212 Dixwell Avenue

BY: William Philpot
Bishop William Philpot, Its pastor
and authorized agent

STATE OF CONNECTICUT
) ss. New Haven
COUNTY OF NEW HAVEN )

January 9, 2006

On this 9th day of January, 2006, before me, the undersigned, personally appeared
personally known to me, as William M. Philpot, on behalf of
Christ Church Gift/Bookstore, Owner of 210-212 Dixwell Avenue, and Member of
DIXWELL PLAZA Merchants ASSOCIATION, INC., signer and sealer of the foregoing
Condominium Declaration, and acknowledged the execution of the foregoing Condominium
Declaration to be his/her free act and deed as such representative and the free act and deed of
Christ Church Gift/Bookstore, as Owner of 210-212 Dixwell Avenue and Member of
DIXWELL PLAZA Merchants ASSOCIATION, INC.

Notary Public/Commissioner of the Superior Court

Witnesses’ Statements

This document was signed in our presence by Karin Sidi + George Clark

x Karin Sidi
(Witness)

x 172 Dixwell Ave.
(Number and Street)

dx New Haven, CT 06511
(City, State, and Zip Code)

x 192 Dixwell Ave.
(Number and Street)

dx New Haven, CT 06511
(City, State, and Zip Code)
STATE OF CONNECTICUT  
) ss. New Haven 
COUNTY OF NEW HAVEN )  

January 9, 2006

On this 9th  day of January 2006, before me, the undersigned, personally appeared 
known to me, as  George Clark, Secretary of Dixwell Plaza Merchants, 
Owner of 192 Dixwell Avenue, and Member of DIXWELL PLAZA Merchants ASSOCIATION, 
INC., signer and sealer of the foregoing Condominium Declaration, and acknowledged the 
execution of the foregoing Condominium Declaration to be his/her free act and deed as such 
officer and the free act and deed of  , as Owner of 192 Dixwell 
Avenue and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC.

Notary Public/Commissioner of the Superior Court

Witnesses’ Statements

This document was signed in our presence by Leonard Smart & William M. Philpot, Sr.

Leonard Smart  
(Witness)

x 192 Dixwell Avenue  
(Number and Street)

New Haven, CT, 06511  
(City, State, and Zip Code)

William M. Philpot Sr.  
(Witness)

x 220 Dixwell Ave.  
(Number and Street)

New Haven, Conn., 06511  
(City, State, and Zip Code)
Christ Church, Owner, 220 Dixwell Avenue

BY: William M. Philpot, Jr.

Bishop William Philpot, Its pastor and authorized agent

STATE OF CONNECTICUT) ss. New Haven COUNTY OF NEW HAVEN)

On this 9th day of January, 2006, before me, the undersigned, personally appeared, personally known to me, as William M. Philpot, Jr., on behalf of Christ Church, Owner, Owner of 220 Dixwell Avenue, and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC., signer and sealer of the foregoing Condominium Declaration, and acknowledged the execution of the foregoing Condominium Declaration to be his/her free act and deed as such representative and the free act and deed of Christ Church, as Owner of 220 Dixwell Avenue and Member of DIXWELL PLAZA Merchants ASSOCIATION, INC.

[Signature]
Notary Public/Commissioner of the Superior Court

Witnesses’ Statements

This document was signed in our presence by 

Karin Sid, and Gerald Clark

(Witness) 

172 Dixwell Ave.
(Number and Street)

New Haven, CT 06511
(City, State, and Zip Code)

(Witness)

192 Dixwell Avenue
(Number and Street)

New Haven, CT 06511
(City, State, and Zip Code)
SCHEDULE A-1 TO DECLARATION

DESCRIPTION OF LAND AND ENCUMBRANCES

All that certain piece or parcel of land situated in the Town of New Haven, containing 11,095 square feet, more or less, and bounded and described as follows:

Commencing at a point on the Southerly street line of Charles Street, said point being 18.00 feet Westerly of the Westerly street line of Dixwell Avenue, as measured along the said Southerly street line of the aforementioned Charles Street, said point having the coordinates North 177,077.73 and East 549,286.84 in the Connecticut Geodetic Grid System;

Thence running South 78 degrees 38 minutes 15 seconds West 14,000 feet along the Southerly line of Charles Street;

Thence running South 11 degrees 15 minutes 46 seconds East 79.13 feet along land now or formerly of the City of New Haven;

Thence running North 78 degrees 44 minutes 14 seconds East 140.00 feet along land now or formerly of the City of New Haven;

Thence running North 11 degrees 15 minutes 46 seconds West 79.37 feet along land now or formerly of the City of New Haven to the point and place of commencement.

The Dixwell Plaza, consists of all the land in Re-Use Parcel 1-F, described below, except Parcel 1-F-1 (owned by the East Rock Lodge No. 141, hereinafter referred to as the “Elks Club”), the Public Way that bisects the property, and the Public Plaza located between the storefronts and Dixwell Avenue. Both the Public Way and the Public Plaza are owned by the City of New Haven and are not considered part of the Common Space;

Re-Use Parcel 1-F

The Dixwell Redevelopment and Renewal Project provided for the acquisition and redevelopment of all of the land located in Re-Use Parcel 1-F. This parcel is bounded by Charles Street on the north, Dixwell Avenue on the east, Webster Street on the south, Winter Street on the southwest, and by land now or formerly of the Florence Virtue Homes and Helene Grant School on the west.

Division of Parcel 1-F

“The Shopping Center” refers to all of the land within Parcel 1-F, except for Parcel 1-F-1 (owned by the Elks Club). The Shopping Center consists of the “fee properties” (parcels 1-F-2 through 1-F-16) and “The Common Space” (the remainder of the land in Parcel 1-F, excluding parcels 1-F-1 through 1-F-16, the Public Way, and the Public Plaza). The total area of the Shopping Center totals 248,576 square feet, including the Common Space (167,352 square feet) and the combined area of the individual fee parcels (81,224 square feet).
Driving Paths Within the Common Space Parking Facilities
The Common Space currently contains driving paths extending from the northern to southern boundaries of its parking facilities.

Public Way Through the Shopping Center
The City has title to a strip of land extending westward from Dixwell Avenue through the Shopping Center to the Helene Grant School and the Florence Virtue Homes. This strip of land is referred to as the “Public Way.” It bisects the Shopping Center in an east-west direction and is not considered part of the Common Space or the Shopping Center. Its purpose is to serve as a walkway for both customers of the Shopping Center and the residents of the Florence Virtue Homes.

Public Plaza
The City has title to a “Public Plaza” located directly east of the Shopping Center extending to Dixwell Avenue. Sections 107 and 112 of the LDA reference a Public Plaza owned by the City, separate from the Public Way and the Common Space. It consists of the parking facilities and driveway located between the storefronts and Dixwell Avenue. The presence of the Public Plaza can also be seen on the attached maps.

Said premises are, or will be, subject to the following encumbrances and rights to third parties:

1. Covenant Regarding the Use of the Common Space
   Each Owner has the right in common to use the Common Space, including, without limitation, parking, loading, driveways, sidewalks, and benches. The Common Space is also available to neighborhood institutions and public and private nonprofit organizations for parking and other uses as approved by a majority of the votes of the Board of Directors.

2. Covenant Against Partition of the Common Space
   In order to partition the Common Space, 85% of the undivided interest in the Common Space must agree to execute a judicial partition. However, in the event that only one Owner is opposed to partition and that Owner retains more than 15% but not more than 35% of the undivided interest in the Common Space, then such partition action may be pursued by all other Owners.

3. Covenant Against Severing the Fee Property from the Common Space
   An Owner’s fee property and share in the common space are one indivisible unit and shall not be conveyed or transferred separately by the Owner.

4. Common Right of Way – Elks Club and the Shopping Center
   The Land Disposition Agreement (“LDA”) establishes a Common Right of Way in order to ensure access to both the Common Space and the Elks Club from Webster Street and Dixwell Avenue.

   The Elks Club has a right to use a “Travel Easement” (also referred to as a “Common
Driveway") extending west from Dixwell Avenue into the Common Space.

The Shopping Center has a right to use a Travel Easement extending north from Webster Street to the boundary of the Common Space.

This covenant runs with the land.

5. **Common Right to Use Parking Facilities – Elks Club and the Shopping Center**
The LDA grants reciprocal rights to use the parking facilities in the Common Space and the Elks Club during certain times of day.

The Elks Club is permitted to use the parking facilities in the Common Space between 7 PM and the following 7 AM on Mondays, Tuesdays, Wednesdays, and Saturdays and between 9 PM and the following 7 AM on Thursdays and Fridays and all day on Sundays, to the extent that these facilities are not being utilized by the Shopping Center.

In return, the Shopping Center is permitted to use the parking facilities of the Elks Club between the hours of 7 AM and 7 PM Monday through Saturday to the extent that the Elks Club is not utilizing these facilities.

This covenant runs with the land, *provided that* the common right to utilize the parking facilities may be terminated in accordance with the provisions regarding partition. If the Common Space is partitioned, the common right to utilize the parking facilities of the Common Space and the Elks Club shall automatically terminate without compensation to either the Elks Club or the Shopping Center.

6. **Utility and Sewer Easements**
Utility and Sewer Easements run in favor of the City through the Common Space. The main easement begins at Dixwell Avenue and extends west along the Common Space Travel Easement to the western side of the individual fee parcels and then extends north to Charles Street.

7. **Covenant Against Discrimination and Covenant to Comply with Federal, State, and Local Laws**
Owners shall not discriminate on the basis of race, color, creed, or national origin in the sale, lease, rental, use, or occupancy of the property or any improvements made to the property. Furthermore, owners shall comply with all federal, state, and local laws prohibiting discrimination.
SCHEDULE A-2 TO DECLARATION

TABLE OF INTERESTS

DIXWELL PLAZA MERCHANTS ASSOCIATION
190 DIXWELL AVENUE
NEW HAVEN, CONNECTICUT 06511
Telephone (203) 562-2193

Property Ownership and Ownership Percentages
January 9, 2006

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Property Location</th>
<th>Ownership Interest &amp; % Common Space</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juan Diaz LLC (Juan Diaz)</td>
<td>156-168 Dixwell Ave.</td>
<td>26.201%</td>
</tr>
<tr>
<td>777-3998</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant &amp; Taylor Associates, LLC 606-0279</td>
<td>172 Dixwell Ave.</td>
<td>1.950%</td>
</tr>
<tr>
<td>Mr. Kim – Mid-K Beauty Supply (Hayoung Kim)</td>
<td>176 Dixwell Ave.</td>
<td>4.957%</td>
</tr>
<tr>
<td>982-2353</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will &amp; Christine Jones (Elizabeth Hayes) 506-6482</td>
<td>180-184 Dixwell Ave.</td>
<td>4.255%</td>
</tr>
<tr>
<td>Elizabeth Hayes 506-6482</td>
<td>190 Dixwell Ave.</td>
<td>1.615%</td>
</tr>
<tr>
<td>City of New Haven – Library (Maria Tonelli) 946-6786</td>
<td>200 Dixwell Ave.</td>
<td>9.222%</td>
</tr>
<tr>
<td>Nizar Sidi 606-0279</td>
<td>206-208 Dixwell Ave.</td>
<td>4.966%</td>
</tr>
<tr>
<td>Christ Church Gift/Bookstore Bishop William Philpot</td>
<td>210-212 Dixwell Ave.</td>
<td>2.393%</td>
</tr>
</tbody>
</table>
GNHB&PA
(George B. Clarke, Secretary)
562-2193/777-6808

192 Dixwell Ave.                   6.459%

Christ Church
Bishop William Philpot
777-9772

220 Dixwell Ave.                   14.652%

Plaza Office/Hill Health
Cornell Scott, Exe. Dir.
503-3252

224-226 Dixwell Ave.                13.661%

City of New Haven – Sub Station
Sgt. Duff
946-7566

24-26 Charles Street                9.669%

Note: The Unit at 24-26 Charles Street does not possess any type of voting right under this Declaration. For the purposes of Allocated Interest voting under Article XXIII of this Declaration, the percentage vote of each remaining Owner shall be calculated as a percentage Ownership Interest in a whole deemed to be the Plaza minus the Unit at 24-26 Charles Street.
SCHEDULE A-3 TO DECLARATION

PLANS

The Dixwell Plaza Merchants Association, Inc., is not filing Plans at this time.
SCHEDULE A-5 TO DECLARATION

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Dixwell Plaza by the Dixwell Merchants Association recorded contemporaneously herewith in the Land Records of the Town of New Haven.

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

1. That all structural components of the buildings containing the Units of Dixwell Plaza are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-4 entitled "Dixwell Plaza Property Survey".

2. This Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

_________________________________________  Dated: _______________________
Registered Architect,
Engineer or Surveyor
Registration No. __________________________
SCHEDULE B-1 TO DECLARATION

RESALE RESTRICTIONS

By acceptance of this Deed, the Grantee agrees, for himself and his heirs, successors, and assigns in interest with respect to the premises hereby conveyed, to comply with and be bound by the following restrictions, which restrictions shall run with the land. As used herein, the term "Unit" shall refer to and be defined as the premises hereby conveyed; the term "Grantor" shall mean Dixwell Plaza Merchants Association, Inc., its successor, or any non-profit corporation or governmental agency, to which it has assigned its rights under these restrictions, provided that such assignment is in writing and recorded on the New Haven Land Records; the term "Unit Owner" shall refer to and be defined as the Grantee and his heirs, assigns, and successors in interest with respect to the Unit; the term "Resale Restrictions" shall refer to and be defined as the terms and conditions hereinafter set forth relating to the transfer, sale, or disposition of the Unit by the Owner.

A. INTENT AND ACKNOWLEDGMENT: The terms and conditions of the Resale Restrictions have been freely accepted and agreed to by the Grantor and the Owner, each with independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the Grantor and the Unit Owner. The goals of the Grantor are to develop, improve and maintain the Dixwell Plaza for the betterment and benefit of the Dixwell Community.

B. TRANSFER OF A UNIT OR PARCEL: The Owner shall not make a sale, transfer, or other disposition directly to any other person or entity without following the procedures set forth below.

C. NOTICE TO GRANTOR: The Owner shall give Grantor notice of any sale or refinancing of the Unit. Title to the Unit or any portion thereof or interest therein shall not pass from the Owner or from any subsequent title holder, either voluntary or involuntarily by any means whatsoever, including without limitation, deed, mortgage, operation of law, option to purchase, bond for deed, and purchase and sale contract coupled with transfer of possession unless such notice is given. Not less than twenty-five (25) days prior the contemplated closing, the Unit Owner shall give Grantor notice at 192 Dixwell Avenue, New Haven, CT, or such other address as may be provided by Grantor, of the name and address of the prospective grantee. The Unit Owner shall include with the notice a statement setting forth the name and address of the proposed purchaser, the nature of its business, and its proposed use of the unit; copies of the prospective purchaser’s personal and/or business credit reports; an executed copy of the proposed contract of sale; and such additional information, other than financial statements, regarding the proposed purchaser as Grantor may reasonably require. No sale, transfer or other disposition shall be effective unless and until such notice with required documentation is received by Grantor and Grantor confirms in writing the prospective purchaser is qualified under this Program.

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SCHEDULE B-2 TO DECLARATION

DECLARATION OF LAND USE RESTRICTIVE COVENANT

The land use restrictive covenant is incorporated as filed in the Land Disposition Agreement from the City of New Haven dated December 15, 1969 and recorded in Volume 2386 at page 211 of the New Haven Land Records.