

617 1024

DEPARTMENT OF STATUTORY SERVICES  
CONNECTICUT  
614 REV. 7-73

For office use only  
RECORDING

TO: The Secretary of the State of Connecticut

NAME OF CORPORATION  
Danbury Office Center Condominium Association, Incorporated

APPOINTMENT

I hereby appoint you as statutory agent for service, one of the following:

NAME OF STATUTORY AGENT	RESIDENCE ADDRESS
<u>Thomas W. VanLenten, Esquire</u>	<u>26 West Street, Danbury CT 06810</u>
NAME OF STATUTORY AGENT	RESIDENCE ADDRESS
	<u>230 Old Stagecoach Road, Ridgefield CT 06877</u>
NAME OF STATUTORY AGENT	ADDRESS OF PRINCIPAL OFFICE IN CONN. (If none, home address of a partner's statutory agent for service)
NAME OF STATUTORY AGENT	ADDRESS OF PRINCIPAL OFFICE IN CONN. (If none, home address of a partner's statutory agent for service)

AUTHORIZATION

NAME OF CORPORATION & DATE OF YEAR	SIGNED (Incorporator)	DATE
<u>Dawn M. Benincasa</u>	<u>Dawn M. Benincasa</u>	<u>November 13, 1978</u>
NAME OF STATUTORY AGENT	SIGNED (Incorporator)	
<u>Catherine Korodenko</u>	<u>Catherine Korodenko</u>	
NAME OF STATUTORY AGENT	SIGNED (Incorporator)	
<u>Anne R. Wilson</u>	<u>Anne R. Wilson</u>	

ACCEPTANCE

NAME OF STATUTORY AGENT (Print or Type)	SIGNED (Statutory Agent for Service)
<u>Thomas W. VanLenten, Esquire</u>	<u>Thomas W. VanLenten</u>

RECEIVED  
STATE OF CONNECTICUT

NOV 13 1978

By: [Signature] SECRETARY OF STATE  
7-3

ISSUING FEE	REPERMUTATION FEE	TOTAL FEE
\$	\$	\$
SIGNED (For Secretary of the State)		
CERTIFIED COPY SENT (By Check) _____		
DATE	TIME	BY

EXHIBIT D

BY-LAWS

OF THE

DANBURY OFFICE CENTER CONDOMINIUM ASSOCIATION, INC.

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SECTION 1

Identity

These are the By-Laws of the Danbury Office Center Condominium Association, Inc., herein called the "Association", a non-stock corporation not organized for profit and existing under the laws of the State of Connecticut. The property to which the Declaration appended hereto and these By-Laws apply is located in Danbury, Connecticut and is more particularly described in the Declaration of Condominium of which these By-Laws form a part. Said property has been submitted to the provision of the Unit Ownership Act as provided for in Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, as those sections now exist. Said Declaration is to be recorded in the office of the Town Clerk of the City of Danbury, Connecticut.

SECTION 2

Applicability of By-Laws

The provisions of these By-Laws are applicable to the property of the Association and to the use and occupancy thereof. The term "property" as used herein shall include the land, the buildings and all other improvements thereon, including the Units and Common Elements owned in fee simple absolute and all easements, rights and appurtenances belonging thereto, as well as all other property, real, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Unit Ownership Act as provided for in the Connecticut General Statutes.

SECTION 3

Office

The office of the Association and the Board of Directors shall be located within the Association property.

SECTION 4

Board of Directors

(a) Number and Qualification. The affairs of the Condominium shall be governed by a Board of Directors consisting of five (5) persons. The Board of Directors shall consist of Declarant or any other person as shall have been designated by Declarant and Unit Owners in the following manner:

When Unit Owners other than the Declarant own more than one-third of the Units in the Condominium, they shall be entitled to

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elect not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Declarant shall elect not less than a majority of the members of the Board of Directors of the Association not later than five (5) years after the date of the recording of the original Declaration, and, prior to the expiration of such five (5) year period, shall be entitled to elect not less than a majority of the members of the Board of Directors upon the happening of the earlier of the following two events:

- (1) Sale by Declarant of sixty (60%) percent of the Units in the Condominium or
- (2) Completion of seventy-five (75%) percent of the Units in the Condominium, with some such Units having been sold, but no more than six Units having been sold in the six-month period preceding the call for an election pursuant to Chapter 825 of the General Statutes. All references herein to "Units in the Condominium" shall mean the aggregate of the Units shown on the survey and plans filed with the original Declaration and the Units shown in the survey and plans filed with any amendment to the Declaration prior to the date on which the requisite proportion of Units is attained. The Declarant shall be entitled to designate not less than one member of the Board of Directors of the Unit Owners' Association so long as he holds for sale in the ordinary course of business ten (10%) per cent or more of the Units in the Condominium.

Thereafter, the Board of Directors shall be composed of five (5) persons, all of whom shall be Unit Owners, it being expressly understood that should any Unit be owned as a tenancy in common, joint tenancy with survivorship rights, or be owned by a partnership, or a corporation, or in fiduciary capacity or otherwise, then in any such event such Unit Owner or Owners of a Unit shall designate one (1) person having an ownership interest in any such Unit as the representative of the interest in the total ownership of such Unit and such person shall be eligible for election to the Board of Directors, provided, however, that in the case of corporate ownership, any officer or employee of such corporation shall be eligible to represent the ownership interest in a Unit.

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(b) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

1. Operation, care, upkeep and maintenance of the Common Elements.
2. Determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable.
3. Collection of the Common Expenses from the Unit Owners.
4. Designation, removal, employment and dismissal of the personnel necessary for the maintenance, repair and replacement of the Common Elements.
5. Adoption and amendment of rules and regulations covering the details of the operation and use of the property provided; however, that those rules and regulations contained in the Declaration shall be amended in the manner provided for amending the Declaration.
6. Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
7. Purchasing or leasing or otherwise acquiring in the name of the Danbury Office Center Condominium Association, Inc. or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Directors.
8. Purchasing of Units at foreclosure or other judicial sales in the name of the Danbury Office Center Condominium Association, Inc. or its designee, corporate or otherwise, on behalf of all Unit Owners.
9. Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by the Danbury Office Center Condominium Association, Inc. or its designee, on behalf of all Unit Owners.
10. Determining Common Expenses as they are defined in the Declaration and assessing and collecting them from the Unit Owners as Common Expenses.
11. Obtaining necessary insurance for the property, including the Units.
12. Making the repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance with other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

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13. The Board of Directors shall have the power to enforce obligations of the Unit Owners, to allocate profits, expenses, and to do anything and everything else necessary and proper for the sound management of the Association. The Board shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than Five (\$5.00) Dollars for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of the fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were a Common Expense owed by the particular Unit Owner or Unit Owners.

14. The Board of Directors may employ a managing agent and/or manager for the Association at a compensation to be established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to, the duties granted to the Board of Directors as set forth above. The Board of Directors may delegate to the manager or managing agent such powers as may be necessary to carry out the function of the Board of Directors.

Notwithstanding anything contained herein or in any other Condominium Instruments to the contrary, so long as the Declarant owns ten (10%) per cent or more of the Units in the Condominium for sale in the ordinary course of business, no action may be taken by the Association that would be detrimental to the sale of said Units by the Declarant without written agreement thereto by the Declarant.

(c) Election and Term of Office. The first meeting of the Unit Owners shall be held on call by Declarant not more than 60 days after Unit Owners are entitled to elect a majority of the Board of Directors in accordance with the provisions of Section 4 (a). Said meeting shall be considered to be the first annual meeting of the Unit Owners. At the first annual meeting, five (5) members of the Board of Directors shall be elected by the Unit Owners from among the Unit Owners. Three (3) members shall be elected for a two (2) year term and two (2) members shall be elected for a one (1) year term. Thereafter, at each subsequent annual meeting of the Unit Owners, two or three directors, as the case may be, shall be elected for a two (2) year term, and the terms of at least one-third of the members of the Board of Directors shall expire annually. The members of the Board of Directors shall hold office until their respective

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successors have been elected by the Unit Owners. The Board of Directors initially appointed by Declarant shall act until the election has been completed at said first meeting. At any vote for membership on the Board of Directors, and for all other voting purposes, each Unit Owner, including Declarant to the extent that Declarant is still a Unit Owner, shall have one vote (each vote being weighted based on percentage of ownership of the Common Elements as set forth in Article IX of the Declaration). If at any meeting held for election of membership to the Board of Directors more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two (2) ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, with the lowest vote recipients being eliminated. A second ballot shall be held, and on the second ballot, the top vote recipient on the basis of the weighted votes will be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the top vote recipients being elected to membership on the Board. If the candidates are being elected for varying period of years, the candidates polling the highest vote will be considered elected for the longest period of years. After the first annual meeting of the Unit Owners, succeeding annual meetings shall be held on the 15th day of March in each year, unless such date shall occur on a Saturday or Sunday, in which event, the meeting will be held on the succeeding Monday. At each annual meeting, members of the Board of Directors shall be elected by ballot of the Unit Owners in accordance with these By-Laws. Notwithstanding any other provisions of these By-Laws to the contrary, however, so long as Declarant shall hold for sale in the ordinary course of business ten per cent (10%) or more of the Units in the Condominium, Declarant shall be entitled to designate not less than one member of the Board of Directors. At such time as Declarant no longer holds such percentage of Units, the member of the Board designated by Declarant shall vacate the Board and the place vacated by Declarant's representative shall be filled by the remaining members of the Board as herein provided for the unexpired portion of the term.

Notwithstanding the foregoing, as soon as the Unit Owners

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other than the Declarant are entitled to elect any member or members of the Board of Directors, the Association shall call a meeting of the Unit Owners for that purpose. Notice for such meeting shall be given not less than thirty, nor more than forty, days prior to the day of the meeting. If the Association fails to perform this function, any Unit Owner may do so.

(d) Removal of Members of the Board of Directors. At any duly held regular or special meeting of the Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

(e) Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by a vote of a majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term he is filling and until his successor shall be elected.

(f) Compensation. No member of the Board of Directors shall receive any compensation from the Association, or any other person, for acting as a director.

(g) Meetings of the Board of Directors. The first meeting of the Board of Directors following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place within the City of Danbury, Connecticut as shall be fixed by the Unit Owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board by mail, tele-



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graph or hand delivery, at least three (3) business days prior to the day of the meeting. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each member of the Board of Directors given by mail, telegraph, or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Directors. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by members of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.

(h) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

(i) Election of Officers. At each annual organizational meeting of the Board of Directors, the Board shall elect a President, Vice President, Secretary and Treasurer of the Association. All officers, except the Secretary, must be a member of the Board of Directors. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Unit Owners and the Board of Directors, and shall hold the general powers and duties which are incident to the office of a president of a non-stock corporation, including but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

The Vice President shall take the place of the President or perform his duties whenever the President shall be absent or unable to act.

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The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors and shall have charge of such books and records as the Board of Directors may direct. He shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation.

The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for the keeping of full and accurate records and books of account. The Treasurer, at the expense of the Association, shall furnish such bond as may be required by the Board of Directors.

All agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors. No officer shall receive compensation from the Association or any other person for acting as such an officer. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause and his successor may be elected at any meeting of the Board of Directors called for such purpose.

(j) Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, and shall only be liable for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws; it is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such

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proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements. Further, the Unit Owners shall indemnify and hold harmless each member of the Board of Directors for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

SECTION 5

Meeting of the Unit Owners

(a) Annual meetings of the Unit Owners shall be held as herein provided for.

(b) Place of Meeting. The meeting of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

(c) Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners, if so directed by a resolution of the Board of Directors or upon petition signed and presented to the Secretary by not less than 33-1/3% of all Unit Owners. Notwithstanding anything contained herein to the contrary, for the sole purpose of petitioning for a special meeting, each Unit Owner shall have one vote, regardless of the size of his Unit or percentage of interest as set forth on Schedule C of the Declaration. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(d) Notice of Meetings. The Secretary shall mail a notice for each annual or special meeting of the Unit Owners at least seven (7) but not more than twenty (20) days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed to each Unit Owner of record at the Unit address or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of notice of meeting in the manner herein shall be considered service of notice.

(e) Quorum. Except as otherwise provided herein, the presence in person or by written proxy of Unit Owners having one-third of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners. If at any meeting of the Unit Owners there is not a quorum present, a majority of the Unit Owners

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who are present at such meeting, either in person or by written proxy, may adjourn the meeting to a time not less than 48 hours from the date the original meeting was held.

(f) Conduct of the Meetings. The order of business at the annual meeting of the Unit Owners or at any other meeting as far as practicable shall be:

1. Calling of the roll and certifying the proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Receiving reports of officers.
5. Receiving reports of committees.
6. Election of directors, if necessary.
7. Old business.
8. New business.
9. Adjournment.

At all meetings of the Unit Owners or of the Board of Directors, Roberts' Rules of Order shall be followed.

(g) Majority of Votes. A vote of the majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except wherein by the Declaration, these By-Laws or by law, a higher percentage is required.

SECTION 6

Title to Units

Title to Units may be taken in the name of an individual or in the names of two or more persons as tenants in common or as joint tenants or as tenants with right of survivorship or in the name of a corporation or partnership or in the name of a fiduciary or legal representative.

SECTION 7

Maintenance, Repair and Alterations of Property

(a) The Declarant and the Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include: (1) A record of all receipts and expenditures; (2) An account for each Unit which shall designate the name and address of each Unit Owner, the amount of each assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due; (3) A record of the actual cost, irrespective

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*Some are required*

... expenses and allowances, of the maintenance of the Common Elements;

... An accurate account of the current balance in the reserve for replacement and for emergency repairs.

(b) Records maintained by the Declarant, by the Association or by the manager shall be available for examination and copying by any Unit Owner, his duly authorized agents or attorneys, at the expense of the Unit Owner, during normal business hours and after reasonable notice.

(c) The responsibility of the Unit Owner shall be to maintain, repair and replace at his expense all portions of his Unit, except the portions to be maintained, repaired and replaced by the Association. The Unit Owner shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the Unit is located, or of any Common Elements. The manager shall have the right of approval of any materials in a Unit which are visible from the exterior, such materials including curtains, drapes, shades, blinds and/or other window covering shall be subject to approval by the manager prior to installation. The Unit Owner is responsible to promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(d) In order to promote the safety and efficient operation of the Condominium, the Unit Owner shall notify the manager of the Condominium, at least two weeks in advance, of any proposed alterations, repairs, replacements or maintenance of any portion of his Unit, and of the moving of the property of the Unit Owner or his lessees. The Unit Owner shall specify the names and addresses of the companies, contractors, agents and employees to be involved. Such parties, prior to the commencement of any activity at the Condominium, shall present to the manager evidence of bonding and a certificate of insurance, in a form and amount satisfactory to the manager. The manager shall have the right to disapprove, with due cause, any such company, contractor, agent and employee hired by a Unit Owner.

Further, the Unit Owner shall notify the manager of the Condominium of the length of such project or projects, and the proposed date of commencement of activity. The manager shall have the authority to reasonably alter the scheduling of such projects, if such alteration is, in his opinion, in the best of interest of the Condominium.

(e) William J. Saunders of Brookfield, Connecticut shall be employed for reasonable compensation by the Association to manage and maintain the Condominium property in accordance with an employment contract as set forth in Addendum A.

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## SECTION 8

Insurance

The Declarant and the Association of Unit Owners, by its Board of Directors, manager or other authorized agent shall, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit, obtain for the Condominium the following forms of insurance.

(a) A master policy affording fire, extended coverage and additional perils in an amount sufficient for repair or replacement of the buildings and improvements, or portions of the buildings with reasonable deductibles and coinsurance clause as the Board of Directors deems appropriate.

(b) A liability master policy, which shall be in a minimum amount of at least \$500,000 per person, \$1,000,000 per accident with waivers of cross liability claims between Unit Owners and the Association, covering the Unit Owners' Association, the Board of Directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of the foregoing, and all Unit Owners and other persons entitled to occupy any Unit or other portion of a Condominium.

(c) The Declarant and the Association, by its Board of Directors, the managing agent or other authorized agent, may obtain such other policies as may be required or authorized by the Condominium Instruments, or as the Unit Owners may by vote direct, including, without limitation, workmen's compensation insurance, liability insurance on motor vehicles owned by the Association and non-owned and rented vehicles, officers' and directors' indemnity policies, and specialized policies covering lands or improvements in which the Unit Owners' Association has or shares ownership or other rights. When any policy or instrument has been obtained by or on behalf of the Declarant or the Unit Owners' Association, written notice thereof and of any subsequent changes in values or limits therein or termination thereof shall be promptly furnished to each Unit Owner.

(d) Insurance by Unit Owners. Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carrier issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owners.

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(e) Insurance Trustee. All insurance coverage obtained for the Condominium under this section shall be written in the name of the Association of Unit Owners, that is, Danbury Office Center Condominium Association, Inc., for the benefit of each of the Unit Owners and their mortgagees as their interests may appear in the percentages of their undivided interest in the Common Elements established in the Condominium Instruments. The Association may at any time by a majority vote of the Board of Directors or upon the request of any mortgagee holding mortgages on over 20% of the Units in the Association cause all insurance policies purchased by them covering property losses to be paid to a duly organized bank, which bank is to be designated as the "Insurance Trustee". The insurance trustee shall not be liable for the payment of premiums, for failure to renew the policies, for the sufficiency of policies, or for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the Unit Owners and their mortgagees. In the event of any damage, the Association shall cause the damage to the Units and/or the Common Elements to be repaired promptly, unless it shall be determined that the damages are not to be repaired under the provisions set forth herein. The insurance trustee or the Association, as the case may be, shall pay for said repairs out of the proceeds of said policies. If the proceeds are insufficient to pay for said repairs, any deficiency shall be a Common Expense. If the damage should be to the Units and the Units are not to be repaired, then the proceeds of the policies shall be held for the Owners of the damaged Units and their mortgagees, to be distributed to them as their interests may appear.

(f) Proceeds of Insurance Policies. The proceeds of insurance policies received by the Association or the insurance trustee shall be distributed as follows:

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1. All reasonable expenses of the insurance trustee shall be paid first.

2. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended for the purposes of any repairs as hereinabove provided. If there are any proceeds remaining after defraying the costs of the insurance trustee and the costs of the repairs, said proceeds shall be distributed to the beneficial owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

3. If it is determined as hereinafter provided that the damages for which the proceeds are paid shall not be reconstructed or repaired or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners; remittances to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

4. In making distribution to the Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association as to the name of the Unit Owner and their respective shares of the distribution and as to whether or not the Building is to be reconstructed or repaired.

SECTION 9

When Damaged Property is to be Reconstructed or Repaired.

Except as hereinafter provided, damage to or destruction of any Building or improvement located on the Condominium parcel or serving the Condominium shall be promptly repaired and restored by the Declarant or the Association, using the proceeds of insurance, if any, on such Building or improvement for that purpose and all costs for repair or reconstruction in excess of available insurance proceeds shall be a Common Expense. If the Condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the Unit Owners and the holders of mortgage liens affecting at least three-fourths of the Units vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the Unit Owners, and each Unit Owner shall own that percentage of the undivided interest in common as he previously owned in the Common Elements. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the property; and the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.



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SECTION 10

Responsibilities and Procedures as  
To Payment for Repairs

(a) If damage occurs only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the Association insurance, in which event the Association shall be responsible for said costs. In all instances, the responsibility for actual reconstruction and repair after a casualty shall be that of the Association.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost necessary to place the damaged property in as good a condition as it existed before the casualty.

SECTION 11

Common Expenses.

(a) Determination of Common Expenses and Fixing of Common Charges. The Association shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such Common Expenses and charges among the Unit Owners in proportion to their percentage interests in the Common Elements. The Common Expenses shall include, among other things, the costs of repairs and maintenance of the Limited Common Elements and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association pursuant to these By-Laws and the fees and disbursements of the insurance trustee. The Common Expenses may also include such amounts as the Association may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital and a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Associa-

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tion shall advise all Unit Owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Association, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

(b) Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Association pursuant to the provisions of subsection (a) of this section at such time or times as the Association shall determine. No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made, except if every Unit Owner is so exempted from the payment of all or part of the Common Expense.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him made in accordance with the provisions of these By-Laws, of such Unit, together with the Common Elements appurtenant thereto. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of lien and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his Unit to the Association, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, except that where a mortgagee or a purchaser at a foreclosure sale obtains title to a Unit, such acquirer of title, his heirs, successors and assigns, shall not be liable for the entire unpaid share of the Common Expenses or assessments by the Association or as chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer, but such expenses or assessments, if not fully satisfied out of the proceeds of such sale, shall become Common Expenses collectible from all of the Unit Owners, including such acquirer, his heirs, successors and assigns.

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(c) Collection of Assessments. The Association shall assess Common Expenses against the Unit Owners from time to time and at least annually and shall take prompt action to collect any Common Expense due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

(d) Default in Payment of Common Expenses. In the event of default by any Unit Owner in paying to the Association the Common Expenses as determined by the Association, such Unit Owner shall be obligated to pay interest at the legal rate on such Common Expenses from the due date thereof, together with all expenses, including a reasonable attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid Common Expenses. The Association shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by the provisions of the Unit Ownership Act of the State of Connecticut.

(e) Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Association to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(f) Statement of Common Expenses. The Association shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Expenses due from such Unit Owner. The Association shall also provide to a Unit Owner, upon written request, within fifteen days of the receipt thereof, the following:

i) appropriate statements pursuant to Subsection (b) of Section 47-87 of the General Statutes as the same may exist from time to time and, if applicable, with respect to rights of first refusal or other restraints on free alienability of Units in the Condominium.

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ii) a statement of the status in amount of any reserve or replacement fund in any portion of such fund earmarked for any specified project by the Board of Directors.

In addition, the prospective grantee of a Unit shall be entitled to a statement from the Association setting forth the amount of unpaid assessments against his grantor and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.

(g) Abatement and Enjoinment of Violations by Unit Owners.

The violation of any rule or regulation adopted by the Association, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Association the right, in addition to any other rights set forth in these By-Laws:

(i) to enter the Unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Association shall not thereby be deemed guilty in any manner of trespass; or

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(h) Negligence or Willful Misconduct of any Unit Owner. Any costs incurred by the Association and caused by the negligence or willful misconduct of any Unit Owner or his licensee or invitees or for a specific service rendered to any Unit Owner which is different from services regularly rendered to all Unit Owners, shall be especially assessed against said Unit Owner by the Association in all respects and in the same manner as any other Common Expense.

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## SECTION 12

Condemnation

In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Association if such award amounts to \$25,000.00 or less. If the award amounts to more than \$25,000.00 it shall be payable to the insurance trustee, if there is an insurance trustee, and to the Association, if there is no insurance trustee. If 66 2/3% of the Unit Owners duly and promptly approve the repair and restoration of the Common Elements taken or destroyed by the condemnation proceedings, the Association shall arrange for the repair and restoration of the Common Elements taken or destroyed by the condemnation proceedings, and the Association or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration of such Common Elements in appropriate progress payments. If the amount of the award is insufficient, any deficiency shall be assessed against all Unit Owners as a Common Expense. In the event however, that 66 2/3% or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Association or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage as provided in subsection (e) of Section 8 of these By-Laws. In any condemnation of the Units themselves, the condemnation proceeds shall be paid to and belong to the Unit Owners and/or their mortgagees as their respective interests may appear.

## SECTION 13

Additions, Alterations or Improvements  
By the Association

Whenever, in the judgment of the Association, Common Elements shall require additions, alterations or improvements, not including replacements, costing in excess of \$5,000.00, said alterations or improvements shall not be made unless they have been approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present. When said approval has been obtained, all Unit Owners shall be assessed for the cost thereof as a Common Expense.

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## SECTION 14

Additions, Alterations or Improvements  
By the Unit Owners

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors and the mortgagee of said Unit. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Association of the proposed addition, alteration or improvement. Any application to any department of the City of Danbury or to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed only by the Association. The cost of such application shall be paid by the Unit Owner. Said application shall not obligate the Association to any liability to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement, nor to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this section shall not apply to Units owned by Declarant until such Units have been initially sold by Declarant and paid for.

## SECTION 15

Right of Access

Each Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Association for the purpose of making inspections and for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Element or for the purpose of performing necessary installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building within which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

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## SECTION 16

Utility Services

Electric services shall be supplied by the electric utility company serving the area directly to each Unit through a separate meter for each Unit, and each Unit Owner shall be required to pay the bills for such electric service consumed or used by his Unit and in the Limited Common Elements serving his Unit.

Water service and sewer service shall be provided by the City of Danbury. Water charges and sewer charges for common elements utilizing water and sewer service shall be a common expense and shall be included in the monthly common charges. Any Unit Owner or Owners having individual water or sewer service shall be charged by the Association or the Manager of the Association in accordance with the rates established by the City of Danbury for water and sewer service to his individual unit or units. Each individual Unit Owner or Owners having such water or sewer service shall therefore be paying a common charge for common elements utilizing water and sewer and an additional charge for the water and sewer facilities servicing his individual Unit. Any Unit Owner having no water or sewer facilities servicing his Unit shall only be liable for water and sewer charges on water and sewer facilities servicing common elements. The manager shall have the authority to collect individual water and sewer charges from Unit Owners in accordance with the above provisions in the same manner and authority as any other common expense.

No water systems or facilities may be placed in any exterior wall of the condominium.

## SECTION 17

Mortgages

(a) Notice to the Association. A Unit Owner who mortgages his Unit, and any bank, mortgage company, savings and loan association, or other mortgagee who holds a mortgage on any Unit or Units, shall notify the Association of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Association. Notwithstanding anything contained herein to the contrary, the failure to give such notice shall result in a fine of \$100 to be assessed against the Unit Owner as a Common Expense, and further, shall relieve the Association of any responsibility or requirement to give any notice to such mortgagee.

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(b) Notice of Unpaid Common Expenses. The Association, whenever requested in writing by a mortgagee of a Unit, shall promptly report to such mortgagee any then unpaid Common Expenses due from or other default by the owner of the mortgaged Unit.

(c) Notice of Default. The Association, when giving notice to a Unit Owner of default in paying Common Expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

(d) Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times on business days and after reasonable notice.

(e) Collection and Disbursement of Mortgage Charges. The Association may require that payment of all mortgage charges by Unit Owners be made to the managing agent or manager to be held in trust to be disbursed promptly by such managing agent or manager only to the respective mortgagee. This may only be done with the consent of the mortgagee.

(f) Limitation of Mortgage. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association all unpaid Common Expenses theretofore assessed by the Association against his Unit and until he shall have satisfied all unpaid liens against such Unit except permitted mortgages.

(g) Financing Purchase of Units by Association. Acquisition of Units by the Association on behalf of all Unit Owners may be made from the working capital in the hands of the Association, or if such funds are insufficient, the Association may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements as a Common Expense, which assessment shall be enforceable in the same manner as Common Expenses, or the Association may in its discretion borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit itself together with the appurtenant interest thereto to be acquired by the Association.



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SECTION 18

Notice of Lien or Suit

Each Unit Owner shall give notice to the Association of any lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien. Failure to comply with this paragraph will not affect the validity of any judicial sale or action. Notice shall also be given to the Association of every suit or other proceedings which may affect the title to a Unit within five days after the Unit Owner received knowledge of the same.

SECTION 19

Miscellaneous

(a) Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors in care of the President of the Association and/or to the managing agent if there be a managing agent. All notices to any Unit Owner shall be sent by registered or certified mail to the Building in which the Unit is situated, or to such other address as may have been designated by him from time to time in writing to the Board of Directors. All notices to mortgagees of Units shall be sent by registered mail or certified mail to their respective addresses as designated by them from time to time in writing to the Board of Directors. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

(b) Votes in the Event of Joint Ownership of a Unit. In the event a Unit is owned by more than one owner, if the co-owners cannot agree upon how to exercise their right to vote under these By-Laws, each co-owner shall have a proportionate right to vote based upon his or her proportionate ownership of the Unit itself. A co-owner of a Unit may permit the other co-owner of the Unit to vote his or her interest by furnishing the other co-owner with a written proxy.

SECTION 20

Modification or Amendment of By-Laws

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of a majority of the Unit Owners, provided, however, that no amendment of these By-Laws shall be contrary to the requirements of Section 47-80 of the Connecticut General Statutes.

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Revision of 1958 as amended and as the same may be amended from time to time and provided, further, that said vote shall be taken at a meeting of the Unit Owners duly held for such purpose and further following written notice to the mortgagees of such Units appearing on the records of the Association, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, the liability for Common Elements appertaining thereto, the liability for Common Expenses or rights to Common Profits appertaining thereto, or the number of votes in the Association appertaining thereto, such amendment shall require the affirmative vote of 75% of the Unit Owners and shall, in addition, require the consent of 75% of the mortgagees of all Units subject to mortgage. The vote at such a meeting may be in person or by written proxy. It is further understood that the section providing that the Declarant, so long as it is the owner of at least ten (10%) percent of the Units, shall be entitled to elect at least one member of the Board of Directors, may not be amended. No amendment of these By-Laws shall be effective until recorded in the Office of the Town Clerk of the City of Danbury, Connecticut.

## SECTION 21

Gender

The use of the masculine gender in these By-Laws shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural; and vice versa, whenever the context so requires.

## SECTION 22

Invalidity

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

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SECTION 23

Wavier

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

SECTION 24

Conflicts

These By-Laws are set forth to comply with the requirements of the Unit Ownership Act of the State of Connecticut as provided for in the Connecticut General Statutes, Revision of 1958 as amended. In the case of any conflict between these By-Laws and the provisions of the Unit Ownership Act or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

IN WITNESS WHEREOF, the President has hereunto set his hand and seal this 13th day of November, 1978.

Signed, Sealed and delivered in the presence of:

DANBURY OFFICE CENTER CONDOMINIUM ASSOCIATION, INC.

Thomas W. Van Lenten  
Thomas W. Van Lenten

By Peter Filous  
Peter Filous  
Its President,  
Duly Authorized

David F. Bennett  
David F. Bennett

STATE OF CONNECTICUT )  
: ss.  
COUNTY OF FAIRFIELD )

November 13, 1978

On this the 13th day of November, 1978, before me, Thomas W. Van Lenten, the undersigned officer, personally appeared Peter Filous, who acknowledged himself to be the President of DANBURY OFFICE CENTER CONDOMINIUM ASSOCIATION, INC., a corporation, and that he as such President, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation by himself as President, and acknowledged the same to be his free act and deed and the free act and deed of the corporation.

In Witness Whereof, I have hereunto set my hand and seal.

Thomas W. Van Lenten  
Thomas W. Van Lenten  
Commissioner of the Superior Court

SEARCH CRITERIA Firm/Last Name DANBURY OFFICE CENTER (BEGINS WITH)

Name Search

Displaying records 1 - 49 of 49 at 9:11 AM ET on 6/15/2017

Index	Date Filed	Instrument Date	Kind of Inst	Party Ones	Party Twos	Description	File Number	Book/Page	Ref	Amount	Images
1	LAN	11/17/1978		DECLAR	DANBURY SAVINGS & LOAN ASSN INC FIRST N E CORP NUMBER FIFTY SEVEN NORTH STREET ASSOCIATES SAUNDERS, WILLIAM F	DANBURY OFFICE CENTER A CONDOMINIUM	[ DECLAR ] 1203P NORTH ST	617 / 952			110
2	LAN	11/17/1978		POATTY	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC FILOUS, PETER	VANLENTEN, THOMAS W	[ PO ATTY ] 1207P ----	617 / 1065			1
3	MAP	11/17/1978  Survey Date 11/01/1978	11/1/1978		DANBURY OFFICE CENTER	THORPE STREET, NORTH STREET	6591				1
4	LAN	12/07/1978		AMENDMNT	DANBURY OFFICE CENTER A CONDOMINIUM	----	[ AMDT ] 1226P - ----	618 / 883			10
5	LAN	03/13/1979		MOD	DANBURY OFFICE CENTER A CONDOMINIUM	----	[ MODIF ] 1135A NORTH ST	622 / 359			4
6	LAN	03/13/1979		AMENDMNT	DANBURY OFFICE CENTER A CONDOMINIUM DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	----	[ AMDT ] 1136A NORTH ST	622 / 363			8
7	MAP	08/08/1979  Survey Date 06/26/1979	6/26/1979		DANBURY OFFICE CENTER	THORPE STREET, NORTH STREET	6730				1
8	LAN	08/29/1979		QC	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	NOLAN, ARLINE  NOLAN, JAMES A NOLAN, KIM E NOLAN, MARK J	[ Q C ] 1030A NORTH ST	628 / 604			1

Index	Date Filed	Instrument Date	Kind of Inst	Party Ones	Party Twos	Description	File Number	Book/Page	Ref	Amount	Images
9	LAN	08/29/1979	QC	DANBURY SAVINGS & LOAN ASSN INC FIFTY SEVEN NORTH ST ASSOCIATES FIRST N E CORP SAUNDERS, WILLIAM F	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	[ Q C ] 1031A NORTH ST		628 / 605			2
10	LAN	08/29/1979	DECLAR	DANBURY OFFICE CENTER A CONDOMINIUM	----	[ AMDT DECLAR ] 1032A		628 / 607			3
11	LAN	09/06/1979	APPOINT AGENT	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	BLISS, T STEVENS	[ APPOINT AGENT ] 1000A NORTH ST		629 / 75			1
12	LAN	02/20/1980	AMENDMNT	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	----	[ AMDT ] 0400P NORTH ST		635 / 615			6
13	LAN	02/27/1980	AMENDMNT	DANBURY OFFICE CENTER A CONDOMINIUM ASSOCIATION INC	----	[ AMDT ] 0330P NORTH ST		635 / 882			6
14	LAN	09/10/1980	WAIVER	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	----	[ WAIVER ] 0119P NORTH ST		642 / 467			1
15	LAN	05/28/1982	VARIANCE	DANBURY CITY ZONING	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	[ VARIANCE ] 1055A NORTH ST		664 / 395			1
16	LAN	10/08/1982	QC	WILDER RICHMAN CORP	DANBURY OFFICE CENTER PARTNERSHIP	[ Q C ] 1046A JOES HILL ROAD		668 / 893			2
17	LAN	05/07/1990	WAIVER	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC PERRONE, CALOGERO	PAULI, FREDRICK J PERRONE, CALOGERO PERRONE, ISIDORA	[ WAIVRGHT ] 2:36 UNIT 401 DANBURY OFFICE CENTER CONDOMINIUM		952 / 55			1
18	LAN	11/22/1991	SEWER	DANBURY OFFICE CENTER	----	[ SEWER REPAIR ] 11:40 JOES HILL RD		995 / 50			1

Index	Date Filed	Instrument Date	Kind of Inst	Party Ones	Party Twos	Description	File Number	Book/Page	Ref	Amount	Images
19	LAN	06/19/1992	WAIVER	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	[ NOTICE WAIVER ] 11:56 UT 209		1015 / 331			1
20	LAN	05/10/1999	MEMO	FARRINGTON, ISABELLE T TR ISABELLE T FARRINGTON LIVING TRUST	DANBURY OFFICE CENTER PARTNERSHIP WILDER RICHMAN CORP	[ MEMO EXE CONTRACT ] 11:25 JOES HILL RD		1263 / 626			12
21	LAN	05/11/1999	MORTGAGE	DANBURY OFFICE CENTER PARTNERSHIP	BANK UNITED BANK	[ MTG ] 12:15 46 -64 JOES HILL RD		1263 / 812			39
22	LAN	06/09/1999	SUB AGMT MISC	DANBURY OFFICE CENTER PARTNERSHIP	HUDSON UNITED BANK	[ SUB AGMT ] 2:50 V1263 P812		1267 / 921			4
23	LAN	06/09/1999	DRAINAGE EASEMENT	DANBURY OFFICE CENTER PARTNERSHIP	DANBURY CITY OF	[ DRAINAGE EASEMENT ] 2:51		1267 / 925			2
24	LAN	06/11/1999	NAME CHANGE	DANBURY OFFICE CENTER PARTNERSHIP	W B DANBURY LLP	[ NAME CHANGE ] 9:05		1267 / 1072			1
25	LAN	06/30/1999	WAR	UNITED VALUE REALTY INVESTMENTS LLC	DANBURY OFFICE CENTER LLC	[ WAR ] 4:00 RIDGEBURY RD		1270 / 615			5
26	LAN	06/30/1999	ASSUMPTN AGREEMNT	CHASE MANHATTAN BANK TR CHECROUNE, ALAIN HAKIMI, LYDA HAKIMIAN, KHOSROW HAKIMIAN, PARVIZ [+]	DANBURY OFFICE CENTER LLC	[ ASSUMP MOD AGMT ] 4:01 40-42 OLD RIDGEBURY RD		1270 / 620			23
27	LAN	06/30/1999	FINSTMT	DANBURY OFFICE CENTER LLC	CHASE MANHATTAN BANK TR	[ FINSTMT ] 4:02 RIDGEBURY RD		1270 / 643			7
28	LAN	03/17/2000	PART REL	HUDSON UNITED BANK	DANBURY OFFICE CENTER PARTNERSHIP	[ PART REL ] 8:35 V1263 P812		1300 / 518			2
29	LAN	03/17/2000	WAR	DANBURY OFFICE CENTER PARTNERSHIP	DANBURY CITY OF	[ WAR ] 8:36		1300 / 520			2
30	LAN	03/17/2000	EASEMENT	DANBURY OFFICE CENTER PARTNERSHIP	DANBURY CITY OF	[ TEMP EASEMENT ] 8:37		1300 / 522			2
31	LAN	04/14/2000	LIEN	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	[ WATER LIEN ] 4:30 42 OLD RIDGEBURY RD		144 / 130			0
32	LAN	04/14/2000	LIEN	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	[ WATER LIEN ] 4:30 42 LARSON DR		144 / 131			0
33	LAN	04/14/2000	LIEN	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	[ WATER LIEN ] 4:30 40 OLD RIDGEBURY RD		144 / 132			0

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34	LAN	04/14/2000		LIEN	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	[ WATER LIEN ] 4:30 40 LARSON DR	144 / 133			0
35	LAN	04/14/2000		SEWER	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	[ SEWER LIEN ] 4:30 42 OLD RIDGEBURY RD	145 / 247			0
36	LAN	04/14/2000		SEWER	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	[ SEWER LIEN ] 4:30 40 OLD RIDGEBURY RD	145 / 248			0
37	LAN	07/24/2000		PERMIT DISCHARG	DANBURY OFFICE CENTER PARTNERSHIP	-----	[ PERMIT DISCHARG ] 2:55 8 MARIANA FARM DR	1315 / 157			1
38	LAN	12/07/2001		RELEASE	DANBURY OFFICE CENTER PARTNERSHIP ISABELLE T FARRINGTON LIVING TRUST W B DANBURY LLP	ISABELLE T FARRINGTON LIVING TRUST	[ REL ] 2:35 V1263 P626	1400 / 122			2
39	LAN	02/17/2004	2/19/2004	FINSTMT	DANBURY OFFICE CENTER LLC	JP MORGAN CHASE BANK CHASE MANHATTAN BANK FKA TR		1630 / 2	1270 / 643		4
40	LAN	12/14/2005		FINSTMT	DANBURY OFFICE CENTER LLC	JPMORGAN CHASE BANK TR CHASE MANHATTAN BANK TR		1816 / 1007	1270 / 643		4
41	LAN	12/14/2005		TERM FINSTMT	JPMORGAN CHASE BANK TR	DANBURY OFFICE CENTER LLC		1816 / 1011	1270 / 643		2
42	LAN	12/14/2005		QC	DANBURY OFFICE CENTER LLC	DANBURY GENERAL PARTNERS LLC	40-42 OLD RIDGEBURY ROAD	1816 / 1013			4
43	LAN	04/28/2006		WATER	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	42 LARSON DR	1846 / 761			1
44	LAN	04/28/2006		WATER	DANBURY OFFICE CENTER LLC	DANBURY CITY OF TAX COLLECTOR	40 LARSON DR	1846 / 762			1
45	LAN	10/14/2008		AFFIDAV	DANBURY OFFICE CENTER LLC  OLD RIDGEBURY MANAGEMENT LLC JOHN MORGANTI & SONS LLC PHH REAL ESTATE SERVICES CORP LR2 A LTD PARTNERSHIP [+]	DANBURY GENERAL PARTNERS LLC  OLD RIDGEBURY MANAGEMENT LLC	& V1180 P214 & V1180 P221 & V1180 P228 42 OLD RIDGEBURY ROAD	2018 / 675	1816 / 1013		3

Last Modified  
On  
12/02/2008

Index	Date Filed	Instrument Date	Kind of Inst	Party Ones	Party Twos	Description	File Number	Book/Page	Ref	Amount	Images
46	LAN	11/16/2009 <small>Last Modified On 01/19/2010</small>		LEASE	DANBURY OFFICE CENTER CONDOMINIUM ASSN INC	METROPCS NEW YORK LLC	DANBURY OFFICE CENTER CONDOMINIUM	2068 / 464			3
47	LAN	01/20/2010		GRANT	DANBURY OFFICE CENTER CONDO ASSN DANBURY CITY OF	DANBURY OFFICE CENTER CONDO ASSN	57 NORTH ST	2076 / 166			3
48	LAN	11/22/2010		RELEASE	DANBURY CITY OF TAX COLLECTOR	DANBURY OFFICE CENTER LLC	40 LARSON DR	2113 / 940	1846 / 762		1
49	LAN	11/22/2010 <small>Last Modified On 12/14/2010</small>		RELEASE	DANBURY CITY OF TAX COLLECTOR	DANBURY OFFICE CENTER LLC	42 LARSON DR	2113 / 941	1846 / 761		1

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