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DECLARATION
OF
AUTUMN LANE ESTATES
GLASTONBURY, CONNECTICUT

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DECLARATION

Ripley Ridge Estates, Inc., a Connecticut corporation company with an office in the Town of East Hartford, Connecticut does hereby submit the real property in the Town of Glastonbury, Connecticut described in Exhibit 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 Autumn Lane Estates.

ARTICLE I

Definitions

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

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

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

Section 1.3 - Association. The Autumn Lane Estates Condominium Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut is the Association of Unit Owners created pursuant to Section 47-243 of the Connecticut General Statutes.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

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

Section 1.6 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Autumn Lane Estates.

Section 1.8 - Declarant. Ripley Ridge Estates, Inc., a corporation or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

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

Section 1.13 - Driveway. The driveway which shall service each Unit shall be located immediately in front of the garage serving that Unit.

Section 1.14 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVIII.

Section 1.15 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 1.16 - Executive Board. The Board of Directors of the Association.

Section 1.17 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.18 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.19 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

Section 1.21 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.22 - Plans. The plans filed with this Declaration as part of Exhibit A-3, as they may be amended from time to time.

Section 1.23 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.24 - Rules. Rules for the use of Units and Common Elements and for the conduct

of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.25 - 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 1.26 - Survey. The survey filed with this Declaration as Exhibit A-3, as it may be amended from time to time.

Section 1.27 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.28 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common Interest

Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Autumn Lane Estates, which is a condominium.

Section 2.2 - Association. The name of the Association is Autumn Lane Estates Condominium Association, Inc.

ARTICLE III

Description of Land

The Common Interest Community is situated in the Town of Glastonbury, Connecticut and is located on land described in Exhibit A-1.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains one Unit. The Declarant may create an additional thirty-eight (38) Units up to a maximum of thirty-nine (39) Units.

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

Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located

as shown on the Survey and Plans including the residence and attached garage and are more particularly described as follows:

(a) Upper and Lower Boundaries:

Upper Boundary. An area one inch higher than the horizontal or sloping plane of the upper surface (exterior) of any covering of a roof extended to the end of the roof to include eaves and gables;

Lower Boundary. The upper surface of the unfinished concrete basement or concrete slab floor in garage areas;

(b) Vertical Boundaries: The vertical boundaries of the Units shall be a space located one inch from and outside of the vertical planes formed by the exterior (outer) surface of any poured concrete walls and by the exterior surface of all shingles, clapboard, windows, doors, or other exterior covering of a building, except that the Unit boundary where two Units are joined together shall be the center line of the common wall.

(c) Inclusions. All chimneys, flues and the like are part of the Unit unless servicing more than one Unit.

(d) Exclusions. All chutes, pipes, flues, ducts, wires, conduits and other facilities running through any Unit for the purpose of furnishing utility and similar services to other Units or Common Elements or both.

(e) Inconsistency with Survey and Plans. If this definition is inconsistent with the survey and plans, then this definition shall control.

ARTICLE V

Limited Common Elements

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

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

(b) Any shutters, awnings, window boxes, 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.

(c) Steps, stoops, decks, porches, patios and the like, the use of which is limited to a certain Unit as shown on the plans are Limited Common Elements allocated to the Unit served.

(d) In the event of a multiple flue chimney, each flue shall be a Limited Common Element of the Unit containing its fireplace while the chimney will be the Limited Common

Element of both Units.

(e) Heating, ventilating and air conditioning components serving only one Unit, the use of which is limited to that Unit, is a Limited Common Element allocated to the Unit so served.

(f) Storm windows and storm doors, if any, shall be Limited Common Elements of the Unit which they serve.

(g) Mail boxes, exterior lighting affixed to the building shall be Limited Common Elements allocated to the Unit served. The location of all mail boxes shall be selected by the Declarant and approved by the U.S. Postal Service.

(h) Yard areas six feet wide around the foundation portion of the Unit may only be utilized for landscaping purposes and to install a stone wall or a wall made of decorative block at a maximum height of three feet, unless the Executive Board permits a higher wall. If any portion of the common area outside of the six foot boundary is disturbed, then that area must be restored to its original condition at the expense of the Unit Owner, or the Executive Board may restore said land and charge the cost to the Unit Owner as an additional common expense. The uses in this section are subject to the requirements of Section 6.5 and 10.1(f). All planting will follow the planting plans required by the Town of Glastonbury.

(i) Small gardens may be allowed with the permission of the Executive Board as to location, size and appearance.

(j) The Driveway located in front of the garage portion of each Unit is a Limited Common Element servicing that Unit.

(k) A patio area not to exceed sixteen feet by sixteen feet, measured from the foundation out, may be used by the Unit Owner to construct a patio which must blend in with the ground surface so as not to cause any water problems. If any portion of the common area outside of the sixteen foot by sixteen foot boundary is disturbed, then that area must be restored to its original condition at the expense of the Unit Owner, or the Executive Board may restore said land and charge the cost to the Unit Owner as an additional common expense. The use in this section is subject to the requirements of Section 6.5 and 10.1(f).

(l) All electrical switches, television, telephone electrical receptacles and light switches serving one Unit exclusively are Limited Common Elements of the Unit which they serve.

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

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Specific Unit Owners

may have responsibility for the maintenance of Common Areas by agreement with the Association.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit interior and exterior, including but not limited to exterior siding, roofing, windows, doors and painting. In the event that the Unit Owner does not provide the maintenance, repair and replacement, which is the responsibility of the Unit Owner, then the Association may perform the necessary maintenance, repair and replacement and charge the cost thereof to such Unit Owner as if it were a Common Expense.

Section 6.3 – Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit, or the Common Elements and for the purpose of performing installations, maintenance, alterations, repairs or replacements and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In the event of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.4 – Repairs Resulting from Negligence or Willful Action. Each Unit Owner shall reimburse the Association for any damages to any Unit, including his own, or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit or as otherwise provided herein. 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 6.5 – Maintenance of Landscaping and Patio. Each Unit Owner must maintain any landscaping or garden located upon the Limited Common Elements appurtenant to his Unit so that it does not become weedy or of unsightly condition or die. Each Unit Owner must maintain any patio that is installed by the Unit Owner so that it does not become unsightly or unsafe. If the Unit Owner does not keep the landscaping or the patio in the condition required herein, the Association may perform the necessary maintenance or removal of and charge the cost thereof to such Unit Owner as if it were a Common Expense.

Section 6.6 – Maintenance, Repair and Replacement of Certain Limited Common Elements. Each Unit Owner shall be solely responsible for all costs for the maintenance, repair and/or replacement of any air conditioning, heating or ventilating components, and/or mechanical attachments, and windows and doors and any storm windows or storm doors in his Unit. In addition, each Unit Owner shall keep his deck, porch or patio free of snow, leaves and debris.

ARTICLE VII

Subsequently Allocated Limited Common Elements

No portion of the Common Elements may be subsequently allocated as Limited Common Elements except to the extent expressly allowed in this Declaration.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1 - Reservation of Development Rights. The Declarant reserves the following

Development Rights:

- (a) The right to add Units, Common Elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area" on the Survey and Plans.
- (b) The right to construct underground utility lines, pipes, wires, ducts, conduits, driveways, roadways and other facilities in the location shown as "Development Rights Reserved in this Area" for the purpose of providing said utilities and facilities to the new Units to be created. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes.

Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than fifteen (15) years after the recording of the initial Declaration;
- (b) Not more than thirty-eight (38) additional Units may be created under the Development Rights;
- (c) The quality of construction of any buildings and Improvement to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- (d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded;
- (e) No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 8.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration or as described in the Public Offering Statement pursuant to Section II of Subsection (a) of Section 47-264 of the Act;
- (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common

Interest Community, and models;

- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

Section 8.5 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 8.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 8.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 8.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of Association

- (a) Subject to Subsection 8.9(b); There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
 - (i) sixty (60) days after conveyance of sixty percent (60%) of the Units that may be created to Unit Owners other than a Declarant;
 - (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
 - (iii) two (2) years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that

period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

- (b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 8.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for fifteen (15) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute. In addition, the Declarant may reduce the term of any Special Declarant Rights in the Declarant's discretion.

Section 8.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX

Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Exhibit A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is equal and is based on the number of Units which are part of the Common Interest Community at any time.

The percentage, therefore, shall be equal to the product of 100 divided by the number of Units which are then part of the Common Interest Community, said product being rounded up or down to the nearest 100th.

- (b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is equal and is based on the number of Units which are part of the Common Interest Community at any time.

The percentage, therefore, shall be equal to the product of 100 divided by the number of Units which are then part of the Common Interest Community, said product being rounded up or down to the nearest 100th.

- (c) Votes. Each Unit in the Common Interest Community 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 Exhibit A-2.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

Section 10.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements:

- (a) The use of each Unit is restricted to single family residential use.
- (b) Occupancy of any Unit is limited to the following persons:
 - (i) Persons who are 55 years of age or older.
 - (ii) A spouse of an occupant pursuant to (i) above and who resides in the same Unit.
 - (iii) Occupants pursuant to (ii) above who survive his or her spouse.
 - (iv) Occupants pursuant to (ii) above whose spouse has entered a long-term continuing care facility.
 - (v) No person may occupy (other than on short term visits) a Unit who is younger than 18 years of age.

The rest of this section notwithstanding, no one shall be permitted to occupy a Unit if that would cause the Common Interest Community, as a whole, to fail to comply with the applicable provisions of the Federal Fair Housing Act or other applicable laws.

Occupants of the Units will be required to prove that the restrictions in subparagraph (b) have been met. This proof may be required at the time that the contract to purchase a Unit is entered into at the Closing of a Unit and at any time thereafter at the time and in the manner chosen by the Executive Board.

- (c) Garages are restricted to use for storage and as a parking space for vehicles.
- (d) Each Unit Owner must park his or her vehicles in the garage which is part of the Unit or in the Driveway which is assigned to that Unit as a Limited Common Element. Boats, trailers, recreational vehicles, commercial vehicles, or any vehicles containing commercial markings may not be parked in the Common Interest Community, except in the Unit Owner's garage. No Unit Owner may park his/her vehicles in the street. The Association may restrict parking to one side of the street only, and all parking

requirements imposed by governmental authority must be complied with.

- (e) No outside clothes lines are permitted.
- (f) The use of the Limited Common Elements described in subsection 5.(h) shall only be used to plant shrubs and flowers or to construct a wall, and the use of the Limited Common Element described in subsection 5.(i) shall only be used to construct a patio, except that prior to any of said activities, the permission of the Executive Board shall be required. The Executive Board shall not withhold its permission for any plantings, unless the plantings would detract from the overall appearance of the Common Interest Community, and the Executive Board shall not withhold its approval of any patio, unless the patio would create an unsafe condition or cause water problems within the Common Interest Community. All plantings will follow the planting plans required by the Town of Glastonbury, to the extent applicable.
- (g) The use of the garden described in subsection 5.1(j) may only be created with the permission of the Executive Board, which may withhold its permission with respect to any garden which would detract from the overall appearance of the Common Interest Community.
- (h) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street
- (i) The use of Units 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 accord with Section 25.4 of Article XXV.

Section 10.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

All leases and rental agreements shall be in writing and shall be subject to the requirements of the Declaration and applicable Rules that have been created.

Section 10.3 – Rules on Sales. Prior to transfer of any Unit for consideration, the Unit Owner shall notify the Association of Unit Owner's intent to sell the Unit. Prior to entering into any contract to sell a Unit, the Unit Owner may make inquiry to the Association to determine if there are any potential buyers on a waiting list ("Waiting List") maintained by the Association. If there are any buyers on the Waiting List, the Unit Owner may negotiate the sale of the Unit with those individuals on the Waiting List, in the order determined by the Association. Said negotiations shall be conducted in good faith. In the event that a Unit is sold to a potential buyer on the Waiting List, then at the time of transfer, the Unit Owner shall pay to the Association an amount equal to three percent (3%) of the gross purchase price of the Unit, which will be paid into the working capital fund of the Association. In the event that this paragraph shall, at any time, be out of compliance with any governmental law, then this paragraph shall be changed, modified or eliminated so that there is no lack of compliance with governmental laws.

ARTICLE XI

Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit A-1 to this Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. Any parking spaces which are not allocated as Limited Common Elements at the termination of the Development Rights period may be so allocated by the Association by amendment to this Declaration.

All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII except as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII

Additions, Alterations and Improvements

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

- (a) A Unit Owner:
 - (i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board;

- (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subdivision is not an alteration of boundaries.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.
- (c) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. 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 addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, 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.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

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

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association shall prepare and record Surveys and Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by certain Unit Owners under Section 14.1 of this Declaration and Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 15.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded. No action to challenge the validity of an amendment made by the Declarant may be brought more than one (1) year after the amendment is recorded and a true copy of the amendment has been delivered to the President or Secretary of the Association.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, 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 Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.

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

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least 80 percent 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) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to cast at least 80 percent of the votes in the Association, including 80 percent of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding

Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

- (c) Although the boundaries between adjoining Units may be relocated pursuant to Article XIV of the Declaration, no amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
 - (i) 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 the Plans attached as Exhibit A-3 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit A-3 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.
 - (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.
 - (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent of the votes in the Association including sixty-seven percent of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
 - (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Grantor or otherwise as appropriate.
- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit, or restrict the ability of the Declarant to sell or lease any Unit owned by the Declarant in the absence of the unanimous consent of the Unit Owners unless otherwise specifically provided above.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act is recorded by the Association, which have been adopted in accordance with this Declaration and

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

Section 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

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

Section 15.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 8.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Exhibits A-3 previously recorded if the Exhibits otherwise conform to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 47-227(a) of the Act.

ARTICLE XVI

Amendments to Bylaws

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

ARTICLE XVII

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article 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 18.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total

allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

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

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

Section 18.4 - Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;
 - (iii) Reserves for maintenance, repair or replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
 - (vi) Rights to use Common Elements and Limited Common Elements;

- (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
 - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
 - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - (x) Insurance or fidelity bonds;
 - (xi) Leasing of Units;
 - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, the Association may not take any of the following actions without the approval of at least fifty-one (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:
- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
 - (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
 - (iv) The termination of the Common Interest Community, for reasons other than

substantial destruction or condemnation, as to which a sixty-seven (67%) Eligible Mortgagee approval is required;

- (v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (vi) The merger of this Common Interest Community with any other Common Interest Community;
- (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) The taking of any action not to repair or replace the Property.

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

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

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

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

Section 18.7 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public account if:

- (a) The Common Interest Community contains thirty-nine (39) or more Units, in which case the cost of the audit shall be a Common Expense; or
- (b) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 18.8 - Enforcement. The provisions of this Article are for the benefit of Eligible

Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

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

ARTICLE XIX

Assessment and Collection of Common Expenses

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

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

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

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

- (a) Any Common Expense which is made the responsibility of any Unit Owner pursuant to Article VI Subsection 6.3.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) 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.
- (d) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the misconduct of a Unit owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.4 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section 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.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all Sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.

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

Section 19.5 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.6 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

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

Section 19.8 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

Section 19.9 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board 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 19.10 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - No Waiver of Liability for Common Expenses. No Unit 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 19.12 - Personal Liability of Unit Owners. The Owner of a Unit at the time a

Common Expense assessment or portion thereof is due and payable is personally liable for the 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 XX

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 Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XXI

Persons and Units Subject to Documents

Section 21.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Glastonbury are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules. The Executive Board 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 XXII

Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2, 22.3 and 22.4 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

Section 22.2 - Property Insurance. The Executive Board shall purchase property insurance covering all "Real Property" owned by the Association. Each Unit Owner shall be responsible for insuring his or her own Unit.

- (a) Amounts. The personal property owned by the Association shall be insured in an amount equal to 100% of its replacement cost.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing the actual cash value of the property, and the cost of such appraisals shall be a Common Element.

- (b) Risks Insured Against. The insurance shall afford "all risk" protection for

direct physical loss commonly insured against only for property owned by the Association. THE ASSOCIATION SHALL NOT MAINTAIN A MASTER POLICY ON UNITS. The Unit Owner shall obtain insurance to protect his or her Unit from damage. The Unit Owner shall file a copy of the insurance policy with the Association, which policy shall afford protection against all risks of direct physical loss commonly insured against in an amount equal to 100% of its replacement cost. A Unit Owner may maintain additional insurance of the Unit.

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- (a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
 - (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
 - (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 - Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

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

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

Connecticut.

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

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

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

ARTICLE XXIII

Damage To Or Destruction Of Property

Section 23.1 - 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 Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

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

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

Section 23.4 - Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees;
 - (i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;

- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 - Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 - Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Glastonbury from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIV

Rights to Notice and Comment;

Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit 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 Unit Owner in writing and shall be delivered personally or by mail to all Unit 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 Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 24.2 - 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 Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit 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.

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV Executive Board

Section 25.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 25.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive 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 Common Interest Community 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 25.2(u) and 25.4 of the Declaration;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit 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 Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) This shall specifically include, but not be limited to, maintenance, repair and replacement of the storm water structures;
- (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, but Common Elements may be conveyed 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, and 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 Unit 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 Executive 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;
- (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 Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.
- (u) By regulation, require that disputes between Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

Section 25.4 - 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 residential purposes only to:

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

Otherwise the Association may not regulate any use or occupancy of units.

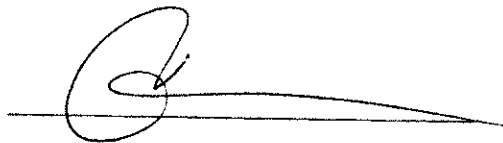
Section 25.5 - Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules and regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Section 25.2 of this Article, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the General Statutes.

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

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or

Personally appeared, Harold T. James, Jr., as President, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a long horizontal line that tapers to the right.

CHRISTINA M. MAGNANO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
October 31, 2011

DESCRIPTION OF LAND
(Declaration Exhibit A-1)

A certain piece or parcel of land located in the Town of Glastonbury, County of Hartford and State of Connecticut, shown on a map entitled, "BOUNDARY MAP UPLANDS WAY EXTENSION ACTIVE ADULT COMMUNITY PLANNED AREA DEVELOPMENT PREPARED FOR GLASTONBURY BUILDERS, LLC GLASTONBURY, CONN. CK. BY: JLH DRW. BY: SAM DATE 5-25-06 SCALE: 1"=80' SHEET 1 OF 1 MAP NO. 47-0301LF MEGSON & HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD GLASTONBURY, CONN. 06033 PHONE (860)-659-0587", which map is to be filed in the land records of the Town of Glastonbury and being more particularly bounded and described as follows:

Beginning at a point located in the easterly line of New London Turnpike at the southwesterly corner of land now or formerly of John G. Garay, THENCE running N 76° 09' 52" E, 177.57' to a point, THENCE running N 10° 15' 44" W, 130.00' to a point, said last two (2) courses being along land now or formerly of said Garay; THENCE running N 79° 44' 16" E, 145.07' along land now or formerly of Barbara J. Begin to a point; THENCE running N 80° 30' 14" E, 658.78' to a point; THENCE running N 52° 46' 05" E, 150.11' to a point; THENCE running N 09° 38' 13" W, 162.40' to a point; THENCE running N 17° 24' 38" W, 163.63' feet to a point, said last four (4) courses being land now or formerly of Bert F. Frindland; THENCE running N 79° 33' 23" E, 125.34' along land now or formerly of Bruce C. & Suzanne Stewart to a point; THENCE running 80° 13' 48" E, 385.01' along Lugene Road as shown on said map and land now or formerly of Anthony P. & Lorraine S. Pagliughi and Montano Road as shown on said map part by each to point; THENCE running, N 79° 22' 23" E, 536.18' along land now or formerly of Prioli Gaetano to a point; THENCE running N 79° 15' 37" E, 271.46' along land now or formerly of Robert & Eugenia Franklin to a point; THENCE running S 21° 08' 50" E, 384.69' to a point; THENCE running S 79° 03' 35" W, 728.96' feet to a point; THENCE running S 34° 03' 35" W, 113.13', to a point; THENCE running S 79° 03' 35" W, 320.00' to a point; THENCE running S 10° 15' 40" E, 303.85' to a point; THENCE running S 79° 44' 20" W the following distances: 360.21', 119.06', 54.12', 114.50' and 254.20' to a point, said last six (6) courses being along land now or formerly of The Woods Condominium Associates, Inc.; THENCE running N 10° 15' 40" W, 213.61' to a point, THENCE running N 36° 47' 48" W, 90.89' to a point; THENCE running S 43° 53' 32" W, 181.39' to a point; THENCE running S 10° 15' 40" E, 63.70 feet to a point; THENCE running S 79° 44' 20" , 175.88' to a point in the easterly line of New London Turnpike, said last five (5) courses being along land shown on said map as "FREE SPLIT AREA = 62,557 S.F. 1.43 AC."; THENCE running N 44° 26' 55" W, 109.23' to a point; THENCE running N 55° 24' 20" W, 45.00' to the point or place of beginning, said last two (2) courses being along New London Turnpike.

Said premises are conveyed subject to the following:

- A. Any and all provisions of any ordinance, municipal regulation or public or private law.
- B. Any state of facts that an accurate survey or personal inspection of Autumn Lane Estates may reveal.
- C. Taxes due to the Town of Glastonbury, including taxes resulting from the issuance of a Certificate of Occupancy for any Unit, which become due and payable after the date of delivery of the Unit deed.
- D. Caveat against Louisa M. Valdate and in favor of the Town of Glastonbury recorded

March 8, 1979 in Volume 236 at Page 777 of the Glastonbury Land Records. No money is owing pursuant to this caveat.

E. Caveat against Louisa M. Valdate and in favor of the Water Bureau of the Metropolitan District recorded August 31, 1981 in Volume 256 at Page 767 of the Glastonbury Land Records. No money is owing pursuant to this caveat.

F. A permanent Right of Way to install a storm water detention area or to construct a storm water drainage system as set forth in a Warrantee Deed from Louisa Valdate aka to Gidzon Rutenberg recorded July 27, 1984 in Volume 288 at Page 1032 and also see Volume 292 at Page 186, all of the Glastonbury Land Records.

G. Right of Ingress and Egress (over Parcel G) as set forth in a Quit-Claim Deed from John P. Bona et als to Gaetano Prioli recorded November 10, 1993 in Volume 822 at Page 62 of the Glastonbury Land Records.

H. Conservation Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated July 5, 2006 and recorded in Volume 2353 at Page 163 of the Glastonbury Land Records.

I. Conservation Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated July 5, 2006 and recorded in Volume 2353 at Page 170 of the Glastonbury Land Records.

J. Conservation Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated July 5, 2006 and recorded in Volume 2353 at Page 177 of the Glastonbury Land Records.

K. Conservation Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated July 5, 2006 and recorded in Volume 2353 at Page 184 of the Glastonbury Land Records.

L. Drainage Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated June 28, 2006 and recorded in Volume 2353 at Page 148 of the Glastonbury Land Records. from Ripley Ridge Estates, Inc

M. Drainage Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated June 28, 2006 and recorded in Volume 2353 at Page 151 of the Glastonbury Land Records.

N. Drainage Easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated June 28, 2006 and recorded in Volume 2353 at Page 154 of the Glastonbury Land Records.

O. Driveway and Utility easement in favor of Robert and Eugenia Franklin dated June 28, 2006 and recorded in Volume 2353 at Page 191 of the Glastonbury Land Records.

P. Site line easement from Ripley Ridge Estates, Inc. to the Town of Glastonbury dated June 28, 2006 and recorded in Volume 2353 at Page 157 of the Glastonbury Land Records.

Q. Electric Distribution Easement in favor of Connecticut Light and Power Company recorded on September 22, 2006 in Volume 2374 at Page 72 of the Glastonbury Land Records.

R. Riparian Rights as may exist.

TABLE OF INTERESTS
(Declaration Exhibit A-2)

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
11	100%	100%	1

EXHIBIT A-3
Condominium Plan

IMPROVEMENT LOCATION SURVEY DECLARATION PLAN UPLANDS WAY
EXTENSION ACTIVE ADULT COMMUNITY PLANNED AREA DEVELOPMENT
PREPARED FOR GLASTONBURY BUILDERS, LLC GLASTONBURY, CONN. MEGSON
& HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD
GLASTONBURY, CONN. 06033 PHONE (860)-659-0587 REV. 2-5-07 DECLARE UNITS
11 & 13 CK. BY: JLH DRW. BY: SAM DATE: 8-3-06 SCALE: 1"=80' SHEET 1 OF 5
MAP NO. 47-03-1CD

IMPROVEMENT LOCATION SURVEY DECLARATION PLAN UPLANDS WAY
EXTENSION ACTIVE ADULT COMMUNITY PLANNED AREA DEVELOPMENT
PREPARED FOR GLASTONBURY BUILDERS, LLC GLASTONBURY, CONN. MEGSON
& HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD
GLASTONBURY, CONN. 06033 PHONE (860)-659-0587 REV. 2-5-07 DECLARE UNITS
11 & 13 CK. BY: JLH DRW. BY: SAM DATE: 8-3-06 SCALE: 1"=80' SHEET 2 OF 5
MAP NO. 47-03-1CD

IMPROVEMENT LOCATION SURVEY DECLARATION PLAN UPLANDS WAY
EXTENSION ACTIVE ADULT COMMUNITY PLANNED AREA DEVELOPMENT
PREPARED FOR GLASTONBURY BUILDERS, LLC GLASTONBURY, CONN. MEGSON
& HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD
GLASTONBURY, CONN. 06033 PHONE (860)-659-0587 REV. 2-5-07 DECLARE UNITS
11 & 13 CK. BY: JLH DRW. BY: SAM DATE: 8-3-06 SCALE: 1"=80' SHEET 3 OF 5
MAP NO. 47-03-1CD

IMPROVEMENT LOCATION SURVEY DECLARATION PLAN UPLANDS WAY
EXTENSION ACTIVE ADULT COMMUNITY PLANNED AREA DEVELOPMENT
PREPARED FOR GLASTONBURY BUILDERS, LLC GLASTONBURY, CONN. MEGSON
& HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD
GLASTONBURY, CONN. 06033 PHONE (860)-659-0587 REV. 2-5-07 DECLARE UNITS
11 & 13 CK. BY: JLH DRW. BY: SAM DATE: 8-3-06 SCALE: 1"=80' SHEET 4 OF 5
MAP NO. 47-03-1CD

IMPROVEMENT LOCATION SURVEY DECLARATION PLAN UPLANDS WAY
EXTENSION ACTIVE ADULT COMMUNITY PLANNED AREA DEVELOPMENT
PREPARED FOR GLASTONBURY BUILDERS, LLC GLASTONBURY, CONN. MEGSON
& HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD
GLASTONBURY, CONN. 06033 PHONE (860)-659-0587 REV. 2-5-07 DECLARE UNITS
11 & 13 CK. BY: JLH DRW. BY: SAM DATE: 8-3-06 SCALE: 1"=80' SHEET 5 OF 5
MAP NO. 47-03-1CD

ARCHITECT, ENGINEER'S OR SURVEYOR'S CERTIFICATE OF COMPLETION

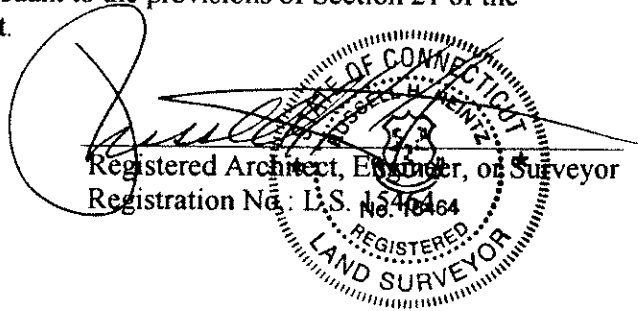
(Declaration Exhibit A-4)

This Certificate is given with respect to the Declaration of Ripley Ridge Estates, Inc. by Autumn Lane Estates Condominium Association, Inc., recorded contemporaneously herewith in the Land Records of the Town of Glastonbury.

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

1. That all structural components of the building containing Unit 11 are substantially completed in accordance with the Survey attached to the Declaration as Exhibit A-3.
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: 2-09-, 2007



List Of Marks

- 01 SEE VOL. BK 2443 PG 54
- 02 SEE RELEASE VOL. BK 2443 PG 54
- 03 SEE VOL. BK 2453 PG 316
- 04 SEE VOL. BK 2460 PG 121
- 05 SEE VOL. BK 2475 PG 238