

**THE PROPRIETORS OF
STERLING WOODS, INC.
DANBURY, CONNECTICUT**



**AMENDED AND SECOND RESTATED DECLARATION OF CONDOMINIUM I
AT STERLING WOODS, DANBURY, CONNECTICUT**

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AMENDED and SECOND RESTATED DECLARATIONOF CONDOMINIUM I AT STERLING WOODS

The Proprietors of Sterling Woods, Inc. as successor¹ to N. E. DEVELOPMENT CORPORATION, a Connecticut Corporation with an office at Danbury, Connecticut pursuant to the approval of 80 percent of the Unit Owners of Sterling Woods and 67 percent of the mortgage holders on units of Sterling Woods does hereby amend and restate the First Restated Declaration of Sterling Woods recorded in Book 952 at Page 512 of the City of Danbury Land Records and declare as follows:

ARTICLE ISubmission of Property

Section 1.1 - Submission. Declarant submits the Property in the City of Danbury, Connecticut described in Schedule A-1 to the provisions of the Common Interest Ownership Act, Chapter 828 Section 47-200 et seq. of the Connecticut General Statutes, for the purpose of making Phase I of Sterling Woods a separate condominium community to be known as Condominium I at Sterling Woods having independent existence from the land described in Schedule B ("Removed Land") which is hereby removed from this declaration. Condominium I at Sterling Woods has no further relationship to the Removed Land except as specifically provided herein or in any separate documents recorded subsequent hereto. The improvements in Phase I have been completed and are shown in the Survey and Plans attached as Schedules A-3 and A-4.

Section 1.2 - Statutory Quotations. Clauses and sections in italics (underlined) are quotes from the statutory language of the Common Interest Ownership Act. Such language will be amended if the statute is amended to apply to this Common Interest Community without consent of the Association.

ARTICLE IIDefinitions

In the Common Interest Community Instruments, the following words and phrases mean:

Section 2.1 - Accessory Commercial Unit. See "Unit",

¹ N.E. Development Corporation, the original declarant and developer of Sterling Woods was a wholly-owned subsidiary of Danbury Savings and Loan Association, Inc. Prior to its voluntary dissolution, N.E. Development Corporation conveyed all of its interest in Sterling Woods to Danbury Savings and Loan Association, Inc. ("DSL") by a quit claim deed dated December 28, 1990 and recorded on January 11, 1991 in Book 971 at Page 143 of the Danbury Land Records. On July 12, 1991 the director of the Office of Thrift Supervision Department of the Treasury ("OTS") closed DSL and appointed the Resolution Trust Corporation as its receiver. The Resolution Trust Corporation as receiver of DSL immediately organized Danbury Federal Savings and Loan Association ("Danbury Federal"). The OTS by Order No. 91-406 dated July 12, 1991, appointed the Resolution Trust Corporation as conservator for Danbury Federal. On March 13, 1992, the OTS, by Order No. 91-87, replaced the Resolution Trust Corporation as conservator for Danbury Federal with the Resolution Trust Corporation as receiver for Danbury Federal (the "RTC"). By virtue of the above-described separation of Condominium I, the Proprietors of Sterling Woods, Inc. is now the successor declarant.

Accessory Commercial.

Section 2.2 - Act. The Common Interest Ownership Act Chapter 828 of the Connecticut General Statutes as it may be amended to apply to this Common Interest Community without consent of the Association.

Section 2.3 - 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 the Declaration and shown on Schedule A-2.

Section 2.4 - Association. The Proprietors of Sterling Woods, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Act.

Section 2.5 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 2.6 - Common Elements. All portions of the common interest community other than the Units.

Section 2.7 - Common Expenses.

- (i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (ii) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (iii) Expenses for maintenance of roads, detention basins or other facilities used in common with abutting owners in accordance with the agreements stated in the instruments governing those rights;
- (iv) Expenses agreed upon as Common Expenses by the Association; and
- (v) Such reasonable 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 2.8 - Common Interest Community. The real property described in Schedule A-1, but specifically excluding the real property described in Schedule B, subject to the Declaration - Sterling Woods.

Section 2.9 - Declarant. The Proprietors of Sterling Woods, Inc., a Connecticut corporation as successor only for the purposes set forth herein to N. E. DEVELOPMENT CORPORATION, a Connecticut corporation the original declarant or its successor as defined in Subsection 47-202(12) of the Act.

Section 2.10 - Declaration. This document, including all amendments and restatements.

Section 2.11 - Development Rights. Intentionally deleted. Certain rights have been conferred to the owner of the Removed Land and its successors by separate agreement, which rights are further defined in those separate agreements of even date herewith and recorded on April 28, 1993, in the City of Danbury Land Records.

Section 2.12 - Director. A member of the Executive Board.

Section 2.13 - 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 will be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVIII.

Section 2.14 - Eligible Mortgagee. The Holder of a First Security Interest in a Unit which has notified the Association in writing of its name and address, and that it holds a Security Interest in a Unit. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 2.15 - Executive Board. The Executive Board pursuant to the Act, The Board of Directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes.

Section 2.16 - Floor Plans. Those floor plans filed with the Declaration as Schedule A-4, as they may be from time to time amended.

Section 2.17 - Garage Unit. See Unit, Garage.

Section 2.18 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community such as buildings, paving, utility wires, pipes, light poles and trees and shrubbery planted by the Declarant or the Association.

Section 2.19 - Instruments. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, and the Bylaws. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.20 - 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 Act for the exclusive use of one or more by fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article VI of the Declaration.

Section 2.21 - Majority or Majority of Unit Owners. The owners of more than 50% of the Votes in the Association.

Section 2.22 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.23 - 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. These provisions are set forth in Section 24.1 of the Declaration.

Section 2.24 - 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. These provisions are set forth in Section 24.2 of the Declaration.

Section 2.25 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 2.26 - Plans. The plans filed with the Declaration as Schedule A-4 and to the extent that the survey, Schedule A-3,

includes information of a planning, rather than survey nature, those plan portions of Schedule A-3.

Section 2.27 - Property. The land, all improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.28 - Public Offering Statement. The current document prepared pursuant to Section 47-263 of the Act as it may be amended from time to time, and provided to purchasers prior to the time of execution of a purchase agreement.

Section 2.29 - Residential Unit. See "Unit, Residential".

Section 2.30 - 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 the Declaration.

Section 2.31 - 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 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 an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.32 - Special Declarant Rights. Intentionally deleted.

Section 2.33 - Survey and Plan. The survey and plan filed with the Declaration as Schedule A-3.

Section 2.34 - Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Directors from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 2.35 - Unit. A physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described in Section 5.2.

- (a) Unit, Residential: A Unit designated on the Survey and Plan as a "residence", for occupancy by single families as restricted in the Declaration.
- (b) Unit, Garage: A Unit designated on the Survey and Plan as a garage for the storage of motor vehicles and related accessory storage uses.
- (c) Unit, Accessory Commercial: The Unit designated on the Survey and Plan as "accessory, commercial" - which may be used for any purpose consistent with its continuation as an accessory commercial use under Danbury Zoning, subject to the restrictions in the Declaration.

Section 2.36 - Unit Owner. Any person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation.

Section 2.37 - Votes. The votes allocated to each Unit as shown on Schedule A-2. Any specified percentage, portion or

fraction of Unit Owners, unless otherwise stated in the Instruments, means the specified percentage, portion or fraction in the aggregate of such portion of Votes.

ARTICLE III

Name and Type of Common Interest Community and Association

Section 3.1 - Common Interest Community. The name of the Common Interest Community is Condominium I at Sterling Woods. The Common Interest Community is a Condominium.

Section 3.2 - Association. The name of the Association is The Proprietors of Sterling Woods, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE IV

Description of Property

The entire Common Interest Community is situated in the City of Danbury, Connecticut. A legal description of the Common Interest Community is found at Schedule A-1, but does not include the land described in Schedule B.

ARTICLE V

Maximum Number of Units; Boundaries

Section 5.1 - Number of Units. As of the date of this Amended and Second Restated Declaration, the Common Interest Community contains eighty-seven (87) Residential Units, sixty (60) Garage Units and three (3) Accessory Commercial Units.

Section 5.2 - Boundaries. Boundaries of each Unit created by the Declaration are shown on the Survey and Plans as numbered Units with their identifying number and are described as follows:

- (a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.
- (b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and above horizontal unfinished upper surfaces of trim, sills, and other structural components.
- (c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished interior surfaces of the interior door and window trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished outer surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
- (d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Section 5.2 (a), (b), and (c), above, and will also include the spaces and the Improvements within spaces

containing any space heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes inward from any shut off valves which exclusively serve each Unit, excluding the valve, ducts, conduits, smoke detector system and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

- (e) Exclusions: Except when specifically included by other provisions of Section 5.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Section 5.2 (a), (b), and (c), above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any wall or partition for the purpose of furnishing utility, light, ventilated and similar services to other Units and Common Elements.
- (f) Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings, basements or structures that are detached or semi-detached from the portions of buildings containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity with the residential portions.
- (g) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

ARTICLE VI

Limited Common Elements

Section 6.1 - 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 of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows 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) Stoops and steps and walls above door openings at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Attic space above each Unit, the use of which is limited to the Unit beneath it.
- (e) Stairways, the use of which is limited to certain Units as shown on the plans.

- (f) Chimneys, the use of which is limited to the Unit in which its fireplace is located. In the event of a multiple flue chimney, each flue will be a Limited Common Element of the Unit containing its fireplace while the chimney will be the Limited Common Element of both Units.
- (g) Utility areas, the use of which is limited to the Unit or Units as shown on the Plans.
- (h) Exterior doors, windows and window assemblies, storm windows and storm doors, if any, will be Limited Common Elements of the Unit to which they are allocated.
- (i) Certain courtyards and patios and decks at the entrances to each Unit and parking areas in front of Garages as designated on the Survey and Plan.
- (j) Pipes serving a Unit shall commence at shut off valves serving exclusively that Unit, excluding the valve wires and ducts serving a Unit.
- (k) Exterior surfaces, trim, siding, doors and windows will be Limited Common Elements allocated to the Units sheltered.
- (l) Mailboxes, name plates, and exterior lighting affixed to the building will be Limited Common Elements allocated to the Units served.

Section 6.2 - Expenses Allocated to Limited Common Elements.

Any Common Expense associated with the maintenance, repair or replacement of air conditioner enclosures and mechanical attachments will be assessed against the Unit or Units to which the Limited Common Element is assigned.

Common Expenses allocated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of yards, patios, decks, skylights, thresholds, doors and windows by Unit owners including those components and elements and replacements thereof, will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached without consent of the Executive Board upon approval by the covenants control committee. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation upon notice and hearing, it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this section.

Chimneys will be inspected at one year intervals. If cleaning is required, the cost will be allocated to the Unit served as an additional common expense.

Basement areas allocated as Limited Common Elements will be cleaned and maintained by the Unit Owner to which they are assigned, but the Association may inspect such areas to determine if there is unsafe or unhealthy storage practices, in which case the condition will be corrected at the expense of the Unit Owners to whom the storage area is assigned.

Skylights will be maintained and repaired by the Unit Owner to which the element is assigned.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is assigned.

Common Expenses associated with the cleaning, maintaining, maintenance, repair or replacement of all other Limited Common Elements will be assessed against all Units in accordance with their allocated Common Expense Liability.

Section 6.3 - Subsequently Allocated Limited Common Elements. That portion of the Common Elements shown as parking spaces on the Survey may be subsequently allocated as Limited Common Elements, or may be assigned by Rule of the Executive Board, or may be limited by Rule to visitors only.

ARTICLE VII

Maintenance, Repair and Replacement

Section 7.1 - Common Elements. The Association will 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.

Section 7.2 - Units. Each Unit Owner will maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 7.3 - Limited Common Elements. Notwithstanding the provisions of Sections 6.1 and Section 6.2, each Unit Owner will be responsible for removing all snow, leaves and debris from all patios and balconies and areas in front of garages, which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the Owners of those Units will be jointly responsible for such removal.

Section 7.4 - Access. Any person authorized by the Executive Board will have the right to access 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, alterations or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry will be immediate, whether or not the Unit Owner is present at the time.

Section 7.5 - Repairs Resulting From Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 7.6 - Utility Charges For Certain Garage Units. Electrical service to each Garage Unit initially runs from the Residential Unit having the same Unit number as the first numbers in the Garage Unit designation on Schedule A-2. In the event a Garage Unit is owned by a Unit Owner other than the Unit Owner of the Unit with the same numerical designation, the owner of the Garage Unit must either: (a) arrange for electrical service to come from his or her own Unit, (b) provide separate metering for the garage, or (c) pay a fair share of the electrical bill of the Unit Owner providing electrical service, in proportion to the electricity estimated to be used by agreement, or in the event of

dispute, by a formula established by the Association.

Section 7.7 - Dam Permits. [INTENTIONALLY DELETED AS THIS SECTION WILL BE INCLUDED IN A SEPARATE EASEMENT AGREEMENT, WHICH AGREEMENT WILL HENCEFORTH GOVERN THE RIGHTS AND RESPONSIBILITIES OF ALL PARTIES HERETO. THE SECTION IS LEFT IN THIS DOCUMENT FOR INFORMATION PURPOSES ONLY.]

Pursuant to the application for dam permits by Consultants & Engineers, Inc. dated March 20, 1985, the conditions of which were incorporated into the construction permits for detention basins 1 and 2 dated June 28, 1985 by the Connecticut Department of Environmental Protection, Water Resources Unit, the documents were to provide for certain covenants of maintenance. Therefore,

- (a) The dams will be inspected by the Association after significant rainfalls;
- (b) At least monthly during the grass growing season, the grass areas will be mowed and weeded; and
- (c) The dams and detention structures will be inspected quarterly; and
- (d) Silt accumulation will be removed at any time the function of the detention basin is impaired.

These covenants in this subsection may not be amended without permission of the Water Resources Unit of D.E.P. or its successor, and appropriate amendment of the permits.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1 - Reservation of Development Rights.

Intentionally deleted: This article formerly dealt with Development Rights and Special Declarant Rights. Since the land intended for future development has been removed from the provisions of this declaration and is therefore undeclared, unrestricted development land, this article has been deleted.

ARTICLE IX

Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Schedule A-2 as it may be executed from time to time. 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 and Liability for the Common Expense. The fraction of the undivided interest in the Common Elements allocated to each Unit is the fraction of liability for Common Expenses allocated to each Unit and is based on one share to a Residential Unit, one share to each 1000 square feet or portion thereof given to each Accessory Commercial Unit, and no share to Garage Units, when and if created. If a Unit as created by the Declarant is subdivided, its share will be divided pursuant to the

agreement of that owner. No Accessory Commercial Unit may be given more than three shares. Nothing contained in this subsection will prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.

- (b) Votes. Each Residential Unit and each Accessory Commercial Unit in the Common Interest Community will have one equal Vote per share of interest in the Common Elements. Garage Units will have no vote.

ARTICLE X

Restrictions on Use, Alienation or Occupancy of Units

Section 10.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VIII of the Declaration, the following use restrictions apply to all Units and to the Common Elements. It must be noted that pursuant to Section 47-236(d) of the Act and Section 15.4 of the Declaration use restrictions may not be amended without unanimous consent of the Unit Owners.

- (a) Each Residential Unit is restricted to residential use as a single family residence except for home professional pursuits without visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial or professional uses may be displayed or visible from inside a Residential Unit. A single family residence is defined as a single housekeeping Unit, operating between its occupants on a nonprofit, noncommercial basis, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of Danbury.
- (b) Each Garage Unit or garage within a Residential Unit is restricted to use as storage and as a parking space for vehicles, specifically excluding, however, items such as trailers, off road vehicles, trucks, commercial vehicles and campers in excess of a size that cannot be parked in the garage with the door closed.
- (c) Nothing may be done or kept in any Unit which will increase the rate of insurance of the buildings or the contents thereof beyond the rates applicable for residential apartments without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in his Unit which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of any law.
- (d) No noxious or offensive activities may be carried on in any Unit nor may anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Each Unit Owner will be obligated to maintain his own Unit and keep it in good order and repair.
- (e) Except pursuant to Article XIII, nothing may be done to any Unit which will impair the structural integrity of the building or buildings or which will structurally change them. No Unit Owner may do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easements, right

of purchase or any interest constituting a Common Element.

- (f) An Accessory Commercial Unit may be used for any purpose accessory to the community otherwise permitted by zoning. Signs will be permitted to direct access to the Accessory Commercial Units but they may not exceed 4 square feet in area, and may not be visible from public highways. This provision may not be amended without unanimous consent of Unit Owners.
- (g) The Accessory Commercial Units may be used for any use permitted by the Danbury Zoning regulations as accessory to the community, and may not be used for residential use.
- (h) Notwithstanding the foregoing, 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. The Declarant may also enter into short term leases of a day to day basis as a part of providing temporary occupancy to purchasers prior to closing. The Declarant may also maintain management offices and signs and displays advertising the Common Interest Community.

Section 10.2 - Occupancy Restrictions. The following occupancy restrictions apply to all Units. Pursuant to Section 47-236 of the Act and Section 15.1 of the Declaration the occupancy restrictions under this subsection and the subsequent subsection may be amended by a Vote of the Unit Owners to which sixty-seven percent of the Votes of the Association are allocated.

- (a) Unit Owners will not cause or permit anything to be hung or displayed on the windows or placed on the outside walls of any of the buildings and no sign, awnings, canopies, shutters or radio or television antennae will be affixed to or placed upon the exterior walls or roofs or any part without the prior consent of the Executive Board nor will they cause or permit anything to be hung or displayed on the inside of windows intended to be seen from the outside including without limiting the foregoing, "For Sale" signs and the like.
- (b) No animals, birds or reptiles of any kind will be raised, bred, or kept in the Common Interest Community or brought on the Common Elements, except for: no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition; no more than two cats, or other household pets, approved and licensed by the Executive Board or the Manager as to compatibility with the Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise will be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. The owner will compensate any person hurt or bitten by any dog, and the owner will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted

for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction).

- (c) Except in Accessory Commercial Units and parking areas thereto, no industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, except for home professional pursuits without visits from the public, may be conducted, maintained or permitted on any part of the property. No vehicles of any kind, other than an automobile, including campers, trailers, boats, motorbikes and motorcycles, may be parked or stored in a Unit. No use or practice shall be permitted which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (d) The Executive Board, the Manager or its designated agent, may retain a pass key to all premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any premises without immediately providing the Executive Board, the Manager or its agent, with a key therefor. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access to the Executive Board.
- (e) A smoke detector must be installed, and operative in every Residential Unit. A smoke detector and a fire extinguisher consistent with NFPA standards must be installed and operative in every Accessory Commercial Unit.
- (f) No Unit may be leased except by written leases in excess of six months. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lease will incorporate the terms and restrictions of the Instruments as a personal obligation of the tenant. Each lessee will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the instruments following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord.
- (g) No Unit Owner shall allow the unreasonable or excessive use of water supplied to each Unit, and Unit Owners shall conserve water by the use of water-saving devices for all plumbing fixtures to the extent that such devices are commercially available. No Unit Owner shall allow the unreasonable or excessive use of water provided by interior plumbing fixtures outside of any Unit or on the Common Elements.
- (h) The following forms of occupancy are prohibited: Single family residences containing three or more individuals who may or may not be unrelated, who are: (a) supervised under an institutional or governmental program related to a mental illness or handicap; or (b) persons in transition from incarceration or mental

institutionalization. Nothing shall prohibit the unsupervised ownership, occupancy or other accommodation of persons by virtue of their mental retardation.

Section 10.3 - Restrictions on Alienation.

- (a) A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (b) A Unit may not be leased for a term of less than six months. All leases must be in writing and filed with the Association.

Section 10.4 - Association Right to Exercise Unit Owner's Landlord Rights. The Association will have the right and power to exercise the landlord's rights of summary process against any tenant of a Unit Owner who violates the restrictions of the Instruments, provided the Landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the hearing.

ARTICLE XI

Easements, Licenses

All easements or licenses to which the Common Interest Community is subject are listed in Schedule A-1 to the 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

Reallocation and Allocation of Limited Common Elements

Section 12.1 - Reallocation of Depicted Limited Common Elements. Except pursuant to allocations pursuant to Development Rights, no Limited Common Element depicted on the Survey or Plans may be reallocated except by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made. The persons executing the amendment shall provide a copy thereof to the Association, which shall record it. The amendment shall be recorded in the names of the parties and the common interest community.

Section 12.2 - Allocation of Limited Common Elements Not Previously Allocated. A common element not previously allocated as a limited common element may be so allocated only pursuant to provisions in Article VI of the Declaration. The allocations shall be made by amendments to the Declaration, specifying to which Unit or Units the Limited Common Element is located.

ARTICLE XIII

Additions, Alterations and Improvements

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

- (a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board. The Executive Board will answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request. The Executive Board will

review requests in accordance with the provisions of its rules.

- (b) Subject to Subsection 13.1(a), a Unit Owner:
 - (i) May make any other improvements or alterations to the interior of his Unit that do not impair 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 Association;
 - (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 subsection is not an alteration of boundaries.
- (c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit will be executed by the Association only. Such execution will not, however, incur any liability on the part of the Association or any of its members to any contractor, subcontractor 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 will 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 will not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 - Accessory Commercial Unit Owners. The Accessory Commercial Unit Owner:

- (a) may make any improvements or alterations to his Unit that do not impair the structural integrity of mechanical systems or lessen the support of any portion of the building within which the Unit is located;
- (b) except for replacement of signs, may not change the appearance of the exterior of his Unit or any other portion of the Common Interest Community without permission of the Executive Board;
- (c) may subdivide his Unit pursuant to Section 47-232 of the Act.

Section 13.3 - Exterior Improvements and Landscaping Within Limited Common Elements. Residential and Garage Unit owners may make exterior improvements within or as a part of Limited Common Elements consisting of planting of gardens, hedges, shrubs, construction of fences, walks, benches, and architectural

concepts, provided they are undertaken with the permission of the Executive Board or a covenants control committee established for such purpose, following submission of complete plan prepared by an architect or landscape architect and a review by such Board or Committee as to consistency with improvements originally constructed by the Declarant, and consistent with the style and character of the community. No approval will be awarded without Notice and Comment given to the Unit Owners. It is the intent to provide for limited individualization of the appearance of the private areas of the buildings while retaining a "modern New England" character.

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration on application to the Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their Units of 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 reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, the approval of any Eligible Mortgagees holding Security Interests in the attached Units will be endorsed thereon, on recordation, 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 or plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association, if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except as prohibited below, the declaration including the surveys 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 section may be brought more than one year after the amendment is recorded.

Section 15.3 - Recordation of Amendments. Every amendment to the Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recordation. 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 in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase special declarant rights, increase the number of Units, change the boundaries of any Unit, the allocated interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit owners.

Section 15.5 - Execution of Amendments. Amendments to the Declaration required by this Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights. Provisions in the 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 - Consent to Amendments Affecting Accessory Commercial Units. By special covenant running with the title to the Units, all Unit Owners being deemed to agree thereto, no amendment affecting the rights and obligations of the Accessory Commercial Units, and the permitted uses therein, may be made in the absence of the unanimous consent of all Unit Owners.

ARTICLE XVI

Amendments to Bylaws

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

ARTICLE XVII

Termination

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

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others as identified in Section 18.2. This Article is supplemental to, and not in substitution for any other provisions of the Instruments but in the case of conflict this Article will 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 will mean the approval or consent by Eligible Mortgagees holding mortgages on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 18.3 - Notice of Actions. The Association will give prompt written notice by registered or certified mail, return receipt requested, 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 on which there is a first mortgage 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 mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of 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.
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Association or Unit Owners described in this Subsection 18.4(a) may be effected without the vote of at least two-thirds of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) unless such rights are reserved to the Declarant as Special Declarant Rights in the instruments and until approved in writing by the Eligible Mortgagees of at least 51% of the Units subject to mortgage (or any greater Eligible Mortgagee approval required by the Declaration). 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 and replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interest 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 with a Security Interest on 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 with Security Interests on 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 an Eligible Mortgagee of a Unit;
 - (xiv) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) The benefits of mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights without the approval of the Eligible Mortgagees of at least 51% of the Units subject to mortgage:
- (i) Convey or encumber the Common Elements or any portion thereof (as to which an 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 by the Common Interest Community will not be deemed a transfer within the meaning of this clause);
 - (ii) The establishment of self-management when professional management had been required previously by an Eligible Mortgagee;
 - (iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
 - (iv) Termination of the Common Interest Community (as to which a 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 year);
 - (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
 - (ix) Any action taken not to repair or replace the property.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 - Development Rights. Intentionally Deleted.

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

Section 18.7 - Financial Statements. The Association will provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement will be audited by an independent certified public accountant if:

- (a) the Common Interest Community contains fifty or more Residential Units; or
- (b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer will 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, in law, or in equity.

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

Section 18.10 - Appointment of Trustee. In the event of damage, destruction under Article XXII or XXIII or Condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 22.6. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds will thereafter be distributed pursuant to Article XXIII or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote, through the president, may act as Trustee.

ARTICLE XIX

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Assessment and Collection of Common Expenses

Section 19.1 - Apportionment of Common Expenses. Except as provided in Section 19.2, all Common Expenses will be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2.

Section 19.2 - Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements to which its expense is allocated pursuant to Section 6.2 will be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner will 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 will be assessed against that Unit.
- (d) Assessments 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 any Unit owner, the Association may after Notice and Hearing assess that expense exclusively against his Unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.

Section 19.3 - 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 due. Fees, charges, late charges, fines and interest charged pursuant to the Act 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 the Declaration, (2) a first or second security interest on 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 19.4 of this article which would have become due in the absence of acceleration during the six 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 the 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 years after the full amount of the assessments 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 will be tolled until thirty 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 will include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association on written request will furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement will be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.
- (h) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 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 19.4 of this Declaration.
- (j) 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 assessments against that Unit which

became due before the sale, other than the assessments which are prior to that security interest under Subsection 19.3(b). Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the Unit Owners, including the purchaser.

- (k) 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.
- (l) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.4 - Budget Adoption and Ratification. Within thirty days after adoption of any proposed budget for the Common Interest Community, the Executive Board will provide a summary of the budget to all Unit Owners, and will set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting three fourths of 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 will be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.5 - Ratification of Nonbudgeted Assessments. If the Executive Board votes to levy a common expense assessment not included in the annual operating budget ratified pursuant to Section 19.4, and not included in the amounts to be assessed under Section 47-257(c), (d) and (e) of the Act, in an amount greater than fifteen (15%) percent of the current annual operating budget, the executive board will submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 19.4.

Section 19.6 - Certificate of Payment of Common Expense Assessments. The Association on written request will furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement will be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.1 and 19.2 will be due and payable monthly in advance.

Section 19.8 - 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 will have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.9 - Commencement of Common Expense Assessments. Common Expense assessments will 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 19.10 - 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 19.11 - 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 will 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

Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense assessments.

ARTICLE XXI

Persons and Units Subject to Instruments

Section 21.1 - Compliance with Instruments. All Unit Owners, tenants, mortgagees and occupants of Units will comply with the Instruments. 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 Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and will 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 will obtain and maintain insurance coverage as set forth in Sections 2, 3 and 4 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board will cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 - Property Insurance. Property insurance covering: (i) the project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies, and (ii) all personal property owned by the Association.

- (a) Amounts. The project facilities for an amount equal to 100% of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals

periodically for the purpose of establishing the replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals will be a Common Expense.

- (b) Risks Insured Against. The insurance will afford protection against "all risks" of direct physical loss commonly insured against, subject to normal exclusions.
- (c) Other Provisions. Insurance policies required by this section will provide that:
 - (1) the insurer waives its rights to subrogation under the policy against any Unit owner or member of his or her household;
 - (2) 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.
 - (3) 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.
 - (4) loss shall be adjusted with the Association.
 - (5) insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.
 - (6) 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 address.
 - (7) the name of the insured shall be substantially as follows: The Proprietors of Sterling Woods, Inc., its successors and assigns, for the use and benefit of the individual Unit Owners.

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 \$1,000,000.00, 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 will provide that:
 - (1) 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.
 - (2) the insurer waives its rights to subrogation under the policy against any Unit owner or member of his or her household;
 - (3) 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.

- (4) 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.
- (5) the insurer may not cancel or refuse to renew the policy until thirty 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 shall be issued 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 will name the Association as obligee and will 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 months' Assessments plus reserve funds. The bond will include a provision that calls for thirty (30) days' written notice to the Association, to each mortgagee of a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premium, only ten days' notice will be required.

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 will 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 will 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 any other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

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

ARTICLE XXIII

Damage to or Destruction of Property

Section 23.1 - Duty to Restore. Any portion of the Common Interest Community for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, will 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) 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 will 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 the Unit Owners and fifty-one (51%) percent of Eligible Mortgagees of such Unit Owners. The insurance proceeds attributable to the damaged common elements will be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;

Section 23.4 - Replacement of Less Than Entire Property. If the entire Common Interest Community is not repaired or replaced:

- (a) 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 will 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 will 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;
- (b) 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 Act, and the Association promptly will prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 23.5 - Insurance Proceeds. The Insurance Trustee, or if there is no insurance Trustee then the Association, will hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 23.1(a) through Section 23.1(c) the proceeds will 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 one is appointed under the provisions of Section 22.2, 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 amount or 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, will 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 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, as otherwise required by the Instruments 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 will be given to each Unit Owner in writing and will 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 will be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing. Whenever the Instruments require that an action be taken after "Notice and Hearing", the following procedure will be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) will give written notice of the proposed action to all Unit Owners or occupants of the Units whose interest would be significantly affected by the proposed action. The notice will include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person will 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 will be considered in making the decision but will not bind the decision makers. The affected person will 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 will 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 will 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 will permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes will 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 will 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 will include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge managing agents;
- (d) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (e) Institute, defend or intervene in litigation or in administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (h) Cause additional improvements to be made as a part of the Common Elements;
- (i) 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 Act;
- (j) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (k) 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 Act, and for services provided to Unit Owners;
- (l) 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 and Rules of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
- (n) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (o) Assign the Association's right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XX of this Declaration;
- (p) Exercise any other powers conferred by this Declaration or the Bylaws;

- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise all other powers necessary and proper for the governance and operation of the Association; and
- (s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the 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.

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 - Delegation to Municipal Corporation. By a vote of two-thirds of the members, one or more of the duties of the Association may be delegated by the Executive Board to a municipal or quasimunicipal body, corporate and public, provided such body agrees to accept and assume such duties. The assignment may be pursuant to a lease of Common Elements, which lease may be executed upon such vote.

ARTICLE XXVI

Open Meetings

Section 26.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 26.2 - Notice. Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 26.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves contract negotiations, personnel, pending litigation, or enforcement actions.

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the Instruments are inserted only as a matter of convenience and for

reference, and in no way define, limit or describe the scope of the Instruments nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

Section 27.3 - Waiver. No provision contained in the Instruments is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 - Invalidity. The invalidity of any provision of the Instruments does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Instruments will continue in full force and effect.

Section 27.5 - Conflict. The Instruments are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Instruments and the provisions of the statutes, the provisions of the statutes will control. In the event of any conflict between this Declaration and any other Instrument, this Declaration will control.

Section 27.6 - Execution of Documents. The president or secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Instruments.

In Witness Whereof, the Declarant has caused the Declaration to be executed this 28 day of April, 1993.

Signed, Sealed and Delivered
in the presence of:

THE PROPRIETORS OF STERLING
WOODS, INC.

Sandra Stewart

By

A. D. Stewart
President

STATE OF CONNECTICUT)

)

ss.: DANBURY

COUNTY OF FAIRFIELD)

)

On 28th day of April, 1993, before me the undersigned officer, personally appeared Arthur Stewart known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged that he is the President of The Proprietors of Sterling Woods, Inc., a Connecticut corporation, and he, being authorized to do so, executed the within instrument by signing the name of the corporation by himself as President as his free act and deed and the free act and deed of the corporation, The Proprietors of Sterling Woods, Inc., for all the purposes therein set forth.

In witness whereof, I hereunto set my hand.

[Signature]
Notary Public/Commissioner of the Superior Court

My Commission Expires _____

For purposes of removal of "Removed Land", consented and agreed to:

RESOLUTION TRUST CORPORATION AS
RECEIVER OF DANBURY FEDERAL SAVINGS
AND LOAN ASSOCIATION

By Marty O'Connor
Marty O'Connor V.P.
Title: Midland Asset Mgmt., Inc., Attorney-in-Fact

STATE OF MISSOURI)
COUNTY OF JACKSON) ss. at

On this 23 day of April, 1993, before me, the undersigned officer, personally appeared Marty O'Connor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he is Attorney-in-Fact for the Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association, and that he, being authorized to do so, executed the within instrument by signing the name of the corporation by himself as Attorney-in-Fact as his free act and deed and the free act and deed of his principal, the Resolution Trust Corporation, for all the purposes therein set forth.

In witness whereof, I hereunto set my hand.

Loria Davis
Notary Public/Commissioner of the Superior Court

My Commission Expires 12-13-94

LORIA A. DAVIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Dec. 13, 1996

STERLING WOODS
DECLARATION
SCHEDULE A-1

Those certain pieces or parcels of land located in The City of Danbury, County of Fairfield and State of Connecticut designated as "Condominium One" shown on a map entitled, "Final Subdivision Map showing STERLING WOODS and CONDOMINIUM I at STERLING WOODS Danbury, Connecticut Scale: 1" = 100' Total Area: 137.423 acres Date: Dec. 11, 1992", which map is on file in the Clerk's office in the said City of Danbury as Map No. 9783.

Together with a drainage easement reserved in a certain deed from Rosasco Realty Company, Inc. to Mid-Fairfield Council of Camp Fire Girls, Inc. dated January 7, 1965 and recorded in Volume 415 at page 442 and as assigned to Dancon Corporation in Volume 421 at Page 592, as applicable.

Together with Non-Exclusive Access, Drainage and Utility Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records, as applicable.

Together with Non-Exclusive Drainage and Dam Maintenance Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records, as applicable.

Said property is subject to the following encumbrances, as applicable:

1. Easement in favor of Connecticut Light and Power Company dated November 5, 1985 and recorded in Volume 759 at Page 746.
2. Easement in favor of Connecticut Light and Power Company dated July 25, 1986 and recorded in Volume 799 at Page 461.
3. Easement in favor of Connecticut Light and Power Company dated July 25, 1986 and recorded in Volume 802 at Page 766.
4. Riparian Rights of others in and to the waters of any brooks and or streams which flow through the in and above referenced premises.
5. Rights of Others to pass and repass over any dirt roads or wood roads which run through the premises.
6. Slope Rights in favor of the City of Danbury as recorded in Volume 462 at page 263.
7. Utility Easement in favor of the City of Danbury dated December 5, 1986 and recorded in Volume 822 at Page 451.
8. Real estate taxes to the City of Danbury.
9. Declaration establishing Sterling Woods, made by N.E. Development Corporation and dated January 13, 1987 recorded January 13, 1987 in Volume 822 at Page 571. The Declaration has been amended as follows:

Amendment No. 1 dated July 16, 1987 and recorded July 16, 1987 in Volume 848 at Page 944;

First Supplement to Amendment No. 1 dated August 26, 1987 and recorded August 31, 1987 in Volume 856 at page 105;

Amendment No. 2 dated October 8, 1987 and recorded October 14, 1987 in Volume 861 at Page 94;

Amendment No. 3 dated December 10, 1987 and recorded December 10, 1987 in Volume 867 at Page 832;

Amendment No. 4 dated July 13, 1989 and recorded July 13, 1989 in Volume 927 at Page 261;

Amendment No. 5 dated August 22, 1989 and recorded September 11, 1989 in Volume 932 at Page 213;

Amendment No. 6 dated May 2, 1990 and recorded May 9, 1990 in Volume 952 at Page 326;

A First Restated Declaration of Sterling Woods dated May 10, 1990 and recorded May 11, 1990 in Volume 952 at Page 512.

Notice of Correction dated July 14, 1988 and recorded July 17, 1988 in Volume 891 at Page 82.

10. Easement from N.E. Development Corporation to the City of Danbury dated December 5, 1986 and recorded January 13, 1987 in Volume 822 at Page 451.
11. Bill of Sale in favor of the City of Danbury pertaining to water lines and hydrants dated November 10, 1987 and recorded May 10, 1988 in Volume 883 at Page 17.
12. Bill of Sale in favor of the City of Danbury pertaining to sewer lines, person holes, wyes and bends dated February 20, 1991 and recorded April 29, 1991 in Volume 978 at Page 84.
13. Special Exception recorded May 29, 1984 in Volume 703 at Page 540, as extended to May 24, 1998 by a Letter from the City of Danbury dated March 22, 1993, as applicable.
14. Special exception pertaining to the height of a water tower dated June 1, 1988 and recorded October 24, 1988 in Volume 902 at Page 452, as extended to October 24, 1995 by a Letter from the City of Danbury dated March 4, 1993.
15. Variance increasing the height limit from fifty feet to ninety feet for the water tower dated October 27, 1988 and recorded in Volume 904 at Page 505.
16. Bill of Sale in favor of the City of Danbury for water lines, sewer lines, hydrants and person holes dated December 5, 1986 and recorded January 13, 1987 in Volume 822 at Page 457.
17. Non-Exclusive Access, Drainage and Utility Easement from The Proprietors of Sterling Woods, Inc. to Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records.
18. Non-Exclusive Access, Drainage and Utility Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records;
19. Non-Exclusive Drainage and Dam Maintenance Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28,

1993 in the Danbury Land Records;

20. Terms and conditions of a Contract of Sale, Release and Termination Agreement by and between Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association and The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records.

The parcels are more particularly bounded and described as follows:

PARCEL 1 - comprised of 16.510 acres (Parcel A) as shown on said map.

Beginning at a point in the easterly street line of McKay Road which point marks the southwesternmost corner of the herein described premises, thence along McKay Road, N 24° 57' 40" W a distance of 50 feet to a point; thence turning and running along Parcel 2 as shown on said map, N 65° 02' 20" E a distance of 69.65 feet to a point; thence turning and running in a general northerly direction along the arc of a curve having a radius of 250 feet, a distance of 196.52 feet to a point; thence turning and running N 20° 00' 00" E a distance of 451.08 feet to a point; thence turning and running N 26° 00' 00" W a distance of 136.72 feet to a point; thence turning and running in a general easterly direction along the arc of a curve having a radius of 132.50 feet, a distance of 100.64 feet to a point; thence turning and running N 6° 50' 57" W a distance of 70 feet to a point; thence turning and running in a general westerly direction along the arc of a curve having a radius of 202.50 feet, a distance of 123.04 feet to a point; thence turning and running N 26° 00' 00" W a distance of 464.30 feet to a point; thence turning and running S 84° 38' 54" W a distance of 130 feet to a point in the easterly street line of Nabby Road, the last nine courses running along Parcel 2 as shown on said map; thence turning and running along a stone wall marking the easterly street line of Nabby Road, N 5° 21' 06" W a distance of 50 feet to a point; thence turning and running N 79° 13' 10" E a distance of 207.48 feet to a point; thence turning and running N 71° 38' 30" E a distance of 33.24 feet to a point; thence turning and running N 51° 50' 00" E a distance of 19.37 feet to a point; thence turning and running N 35° 58' 00" E a distance of 139.79 feet to a point; thence turning and running N 37° 21' 00" E a distance of 123.61 feet to a point; thence turning and running N 28° 04' 00" E a distance of 17.31 feet to a point; thence turning and running N 12° 24' 00" W a distance of 14.31 feet to a point; thence turning and running N 17° 06' 00" E a distance of 34.83 feet to a point; thence turning and running N 14° 49' 30" E a distance of 93.83 feet to a point;

The last nine courses running along a stone wall.

The next twenty-eight courses running along the boundary line of Parcel 1 as shown on said map.

Thence turning and running N 75° 10' 30" E a distance of 42.58 feet to a point; thence turning and running N 71° 30' 00" E a distance of 224.31 feet to a point; thence turning and running S 57° 00' 00" E a distance of 175 feet to a point; thence turning and running S 26° 00' 00" E a distance of 396.00 feet to a point; thence turning and running S 53° 00' 00" W a distance of 147.00 feet to a point; thence turning and running S 9° 00' 00" W a distance of 190.00 feet to a point; thence turning and running S 54° 00' 00" W a distance of 190 feet to a point; thence turning and running S 43° 00' 00" E a distance of 95.00 feet to a point; thence turning and running S 2° 00' 00" W a distance of 145.00 feet to a point; thence turning and running S 61° 55' 00" W a

distance of 102.53 feet to a point; thence turning and running N 28° 05' 00" W a distance of 81.68 feet to a point; thence turning and running N 61° 55' 00" E a distance of 7.57 feet to a point; thence turning and running N 22° 00' 00" W a distance of 18.91 feet to a point; thence turning and running in a general easterly direction along the arc of a curve having a radius of 188.98 feet, a distance of 130.96 feet to a point; thence turning and running S 63° 32' 09" W a distance of 12.42 feet to a point; thence turning and running S 26° 00' 00" W a distance of 60.00 feet to a point; thence turning and running in a general westerly direction along the arc of a curve having a radius of 118.98 feet, a distance of 87.22 feet to a point; thence turning and running S 22° 00' 00" E a distance of 30.00 feet to a point; thence turning and running N 61° 55' 00" E a distance of 13.22 feet to a point; thence turning and running S 28° 05' 00" E a distance of 99.31 feet to a point; thence turning and running in a general southerly direction along the arc of a curve having a radius of 428.46 feet, a distance of 90.36 feet; thence turning and running S 74° 00' 00" W a distance of 39.86 feet to a point; thence turning and running S 20° 00' 00" W a distance of 325.00 feet to a point; thence turning and running S 65° 00' 00" W a distance of 70.00 feet to a point; thence turning and running N 70° 00' 00" W a distance of 145.00 feet to a point; thence turning and running S 20° 00' 00" W a distance of 50.89 feet to a point; thence turning and running in a general westerly direction along the arc of a curve having a radius of 300.00 feet, a distance of 235.82 feet to a point; thence turning and running S 65° 02' 20" W a distance of 69.65 feet to the point or place of beginning.

PARCEL 2 - comprised of 1.663 acres (Parcel B) as shown on said map.

Beginning at a point marking the northwesterly corner of Parcel B in the easterly street line of Nabby Road, running along Parcel 3 as shown on said map N 79° 51' 30" E a distance of 128.29 feet to a point; thence turning and running along said Parcel 3 N 36° 02' 00" E a distance of 381.69 feet to a point; thence turning and running along said Parcel 3 S 75° 10' 30" E a distance of 90.15 feet to a point.

The next twenty courses running along a stonewall as shown on said map; thence turning and running S 2° 40' 10" W a distance of 20.50 feet to a point; thence turning and running S 12° 06' 40" W a distance of 34.85 feet to a point; thence turning and running S 11° 38' 30" W a distance of 39.28 feet to a point; thence turning and running S 9° 34' 30" W a distance of 44.59 feet to a point; thence turning and running S 34° 08' 30" W a distance of 55.85 feet to a point; thence turning and running S 40° 28' 20" W a distance of 31.38 feet to a point; thence turning and running S 46° 16' 50" W a distance of 13.61 feet to a point; thence turning and running S 34° 24' 40" W a distance of 40.92 feet to a point; thence turning and running S 38° 38' 30" W a distance of 54.98 feet to a point; thence turning and running S 32° 20' 55" W a distance of 52.32 feet to a point; thence turning and running S 36° 57' 50" W a distance of 18.96 feet to a point; thence turning and running S 43° 09' 40" W a distance of 15.87 feet to a point; thence turning and running S 65° 44' 20" W a distance of 22.65 feet to a point; thence turning and running S 85° 58' 30" W a distance of 33.11 feet to a point; thence turning and running S 79° 21' 20" W a distance of 43.60 feet to a point; thence turning and running S 84° 01' 00" W a distance of 31.03 feet to a point; thence turning and running S 78° 03' 45" W a distance of 39.22 feet to a point; thence turning and running S 79° 38' 00" W a distance of 44.42 feet to a point; thence turning and running S 72° 06' 00" W a distance of 16.88 feet to a point marking the southwesterly corner of said premises; thence turning and running along the easterly street line of Nabby Road N 15° 01' 00" W a distance of 24.13 feet to a point; thence turning and

running along the easterly street line of Nabby Road N 9° 31' 00" W a distance of 37.85 feet to a point; thence turning and running along the easterly street line of Nabby Road N 10° 08' 30" W a distance of 40.14 feet to the point or place of beginning.

PARCEL 3 - comprised of 7.851 acres (Parcel C) as shown on said map.

Beginning at a point marking the southwesternmost corner of the premises herein described which point lies in the easterly street line of Greendale Avenue, thence running along the easterly street line of Greendale Avenue N 9° 05' 25" W a distance of 856.35 feet to a point; thence turning and running along a stone wall on the southerly boundary line of land now or formerly of Apple Orchard Estates Home Owners Association N 89° 03' 35" E a distance of 37.92 feet to a point; thence turning and running along a stone wall on the southerly boundary line of land now or formerly of Apple Orchard Estates Home Owners Association S 70° 38' 25" E a distance of 62.90 feet to a point; thence turning and running along a stonewall on the southerly boundary line of property now or formerly of Apple Orchard Estates Homeowners Association S 66° 19' 25" E a distance of 111.88 feet to a point; thence turning and running along a stonewall on the southerly boundary line of property now or formerly of Apple Orchard Estates Homeowners Association S 68° 59' 55" E a distance of 292.18 feet to a point marking the northeasterly corner of the premises herein described.

The next seventeen courses are running along the westerly street line of Nabby Road; thence turning and running S 1° 05' 30" W a distance of 71.36 feet to a point; thence turning and running S 0° 54' 35" W a distance of 53.28 feet to a point; thence turning and running S 0° 09' W a distance of 14.96 feet to a point; thence turning and running S 2° 04' 30" E a distance of 78.49 feet to a point; thence turning and running S 2° 27' E a distance of 28.35 feet to a point; thence turning and running S 76° 15' E a distance of 3.48 feet to a point; thence turning and running S 1° 37' E a distance of 50.28 feet to a point; thence turning and running S 1° 43' W a distance of 83.10 feet to a point; thence turning and running S 0° 59' E a distance of 102.27 feet to a point; thence turning and running S 8° 41' 20" E a distance of 31.24 feet to a point; thence turning and running S 6° 59' E a distance of 76.09 feet to a point; thence turning and running S 9° 02' E a distance of 59.83 feet to a point; thence turning and running S 7° 53' 15" E a distance of 43.91 feet to a point; thence turning and running S 15° 31' 10" E a distance of 31.61 feet to a point; thence turning and running S 1° 50' 50" W a distance of 23.71 feet to a point; thence turning and running S 10° 51' 15" E a distance of 46.67 feet to a point; thence turning and running S 8° 28' E a distance of 41.50 feet to a point marking the southeasterly corner of said premises; thence turning and running along land now or formerly of Joseph F. Keating Realty Co., Inc., S 81° 32' W a distance of 23.70 feet to a point; thence turning and running along land now or formerly of Basil J. and Alice G. Friscia, S 60° 44' 35" W a distance of 117.13 feet to a point; thence turning and running along land now or formerly of Basil J. and Alice G. Friscia and land now or formerly of John B. and Gwen Guckian in part by each N 29° 15' 25" W a distance of 200 feet to a point; thence turning and running along said Guckian land N 5° 23' 25" W a distance of 70.03 feet to a point; thence turning and running along said Guckian land S 80° 54' 35" W a distance of 167.31 feet to the point or place of beginning.

PARCEL 4 - comprised of 6.897 acres (Parcel D) as shown on said map.

Beginning at an Iron Pin marking the southernmost corner of Am. Sec. Rest. Dec. page 36 of 49

Condo I

the premises herein described which point marks the northwesterly corner of land now or formerly of Thaddeus J. and Genevieve S. Gieralt, and the northeasterly corner of land now or formerly of Robert and Barbara Ann Paris; thence running along land now or formerly of Clay Wayne Pierce and Lore Pierce partly by each N 29° 15' 25" W a distance of 167.43 feet to a point; thence turning and running along land now or formerly of Lore Pierce; Richard B. and Adelaide E. Green; Patricia Williams; Frank R. and Harriet Cervera; Ronald and Sandra Urban and Alois and Amalia Loser partly by each N 9° 05' 25" W a distance of 597.04 feet to a point; thence turning and running along land now or formerly of Alois and Amalia Loser S 80° 54' 35" W a distance of 200.00 feet to a point; thence turning and running along Karen Road N 9° 05' 25" W a distance of 25.17 feet to a point; thence turning and running along Karen Road N 86° 11' 55" W a distance of 5.17 feet to a point; thence turning and running along land now or formerly of Jean C. Just and Judith Dalsgaard N 8° 14' 45" W a distance of 325.80 feet to a point; thence turning and running along land now or formerly of Kevin L. and Brenda A. Clearly; Walter K. Maier, Lesleigh Maier and Barbara A. Pruett, and Apple Orchard Estates Homeowners Association partly by each N 84° 26' 35" E a distance of 70.31 feet to a point; thence turning and running along land now or formerly of Apple Orchard Estates Homeowners Association N 86° 17' 35" E a distance of 39.23 feet to a point; thence turning and running along land now or formerly of Apple Orchard Estates Homeowners Association N 86° 47' 05" E a distance of 292.56 feet to a point; thence turning and running along the westerly street line of Greendale Avenue S 9° 05' 25" E a distance of 975.64 feet to a point; thence turning and running along the westerly street line of Greendale Avenue S 29° 15' 25" E a distance of 131.82 feet to a point marking the southeast corner of the premises herein described; thence turning and running along land now or formerly of Edward Irving Baisley and Janet Baisley, and said Gieralt land in part by each S 60° 44' 35" W a distance of 200 feet to the point and place of beginning.

STERLING WOODS
DECLARATION
SCHEDULE A-2
TABLE OF INTERESTS

This Schedule A-2 hereby incorporates in its entirety Schedule A-2, Table of Interests, of the First Restated Declaration of Sterling Woods recorded in Book 952 at Page 570 through 573 of the City of Danbury Land Records, which is not changed hereby.

STERLING WOODS
DECLARATION
SCHEDULE A-3
SURVEY

The following maps recorded simultaneously with this Declaration and on file in the Clerk's Office in the City of Danbury as Map No. _____ replaces in full the maps previously recorded as part of the First Restated Declaration of Sterling Woods in Book 952 at Pages 574 through 578 of the City of Danbury Land Records:

1. Map showing Condominium I at Sterling Woods, Danbury, Connecticut Scale: 1' = 100' Total Area" 32.921 Acres Date March 8, 1993, Sheet 1 of 4.
2. Map showing Condominium I at Sterling Woods, Danbury, Connecticut Scale: 1' = 100' Total Area" 32.921 Acres Date March 8, 1993, Sheet 2 of 4.
3. Map showing Condominium I at Sterling Woods, Danbury, Connecticut Scale: 1' = 100' Total Area" 32.921 Acres Date March 8, 1993, Sheet 3 of 4.
4. Map showing Condominium I at Sterling Woods, Danbury, Connecticut Scale: 1' = 100' Total Area" 32.921 Acres Date March 8, 1993, Sheet 4 of 4.

STERLING WOODS
DECLARATION
SCHEDULE A-4
PLANS

This Schedule A-4 hereby incorporates in its entirety Schedule A-4, Plans, of the First Restated Declaration of Sterling Woods recorded in Book 952 at Pages 579 through 604 of the City of Danbury Land Records, except to the extent they reflect contemplated improvements on the Removed Land which is no longer part of the condominium declared hereby, those maps, if any, or to that extent, shall be deleted.

STERLING WOODS
DECLARATION
SCHEDULE A-5
ARCHITECT'S CERTIFICATES

This Schedule A-5 hereby incorporates in its entirety
Schedule A-5, Architect's Certificates, of the First Restated
Declaration of Sterling Woods recorded in Book 952 at Pages 605
through 637 of the City of Danbury Land Records.

STERLING WOODS
DECLARATION
SCHEDULE A-6
EXERCISING DEVELOPMENT RIGHTS

This schedule is intentionally deleted.

STERLING WOODS
DECLARATION
SCHEDULE B

Those three certain pieces or parcels of land (referred to as "RTC Land") located in The City of Danbury, County of Fairfield and State of Connecticut shown on map entitled, "Final Subdivision Map showing STERLING WOODS and CONDOMINIUM I at STERLING WOODS, Danbury, Connecticut Scale: 1" = 100' Total Area: 137.423 acres Date: Dec. 11, 1992", which map is on file in the Clerk's office in the said City of Danbury as Map No. 9703.

Together with a drainage easement reserved in a certain deed from Rosasco Realty Company, Inc. to Mid-Fairfield Council of Camp Fire Girls, Inc. dated January 7, 1965 and recorded in Volume 415 at page 442 and as assigned to Dancon Corporation in Volume 421 at Page 592, as applicable.

Together with Non-Exclusive Access, Drainage and Utility Easement from the Proprietors of Sterling Woods, Inc. to Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records, as applicable.

Said property is subject to the following encumbrances, as applicable:

1. Easement in favor of Connecticut Light and Power Company dated November 5, 1985 and recorded in Volume 759 at Page 746.
2. Easement in favor of Connecticut Light and Power Company dated July 25, 1986 and recorded in Volume 799 at Page 461.
3. Easement in favor of Connecticut Light and Power Company dated July 25, 1986 and recorded in Volume 802 at Page 766.
4. Riparian Rights of others in and to the waters of any brooks and or streams which flow through the in and above referenced premises.
5. Rights of Others to pass and repass over any dirt roads or wood roads which run through the premises.
6. Slope Rights in favor of the City of Danbury as recorded in Volume 462 at page 263.
7. Utility Easement in favor of the City of Danbury dated December 5, 1986 and recorded in Volume 822 at Page 451.
8. Real estate taxes to the City of Danbury.
9. Declaration establishing Sterling Woods, made by N.E. Development Corporation and dated January 13, 1987 recorded January 13, 1987 in Volume 822 at Page 571. The Declaration has been amended as follows:

Amendment No. 1 dated July 16, 1987 and recorded July 16, 1987 in Volume 848 at Page 944;

First Supplement to Amendment No. 1 dated August 26, 1987 and recorded August 31, 1987 in Volume 856 at page 105;

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RTC Land

Amendment No. 2 dated October 8, 1987 and recorded October 14, 1987 in Volume 861 at Page 94;

Amendment No. 3 dated December 10, 1987 and recorded December 10, 1987 in Volume 867 at Page 832;

Amendment No. 4 dated July 13, 1989 and recorded July 13, 1989 in Volume 927 at Page 261;

Amendment No. 5 dated August 22, 1989 and recorded September 11, 1989 in Volume 932 at Page 213;

Amendment No. 6 dated May 2, 1990 and recorded May 9, 1990 in Volume 952 at Page 326;

A First Restated Declaration of Sterling Woods dated May 10, 1990 and recorded May 11, 1990 in Volume 952 at Page 512.

Notice of Correction dated July 14, 1988 and recorded July 17, 1988 in Volume 891 at Page 82.

10. Easement from N.E. Development Corporation to the City of Danbury dated December 5, 1986 and recorded January 13, 1987 in Volume 822 at Page 451.
11. Bill of Sale in favor of the City of Danbury pertaining to water lines and hydrants dated November 10, 1987 and recorded May 10, 1988 in Volume 883 at Page 17.
12. Bill of Sale in favor of the City of Danbury pertaining to sewer lines, person holes, wyes and bends dated February 20, 1991 and recorded April 29, 1991 in Volume 978 at Page 84.
13. Special exception pertaining to the height of a water tower dated June 1, 1988 and recorded October 24, 1988 in Volume 902 at Page 452, as extended to October 24, 1995 by a Letter from the City of Danbury dated March 4, 1993.
14. Special Exception recorded May 29, 1984 in Volume 703 at Page 540, as extended to May 24, 1998 by a Letter from the City of Danbury dated March 22, 1993, as applicable.
15. Variance increasing the height limit from fifty feet to ninety feet for the water tower dated October 27, 1988 and recorded in Volume 904 at Page 505.
16. Bill of Sale in favor of the City of Danbury for water lines, sewer lines, hydrants and person holes dated December 5, 1986 and recorded January 13, 1987 in Volume 822 at Page 457.
17. Non-Exclusive Access, Drainage and Utility Easement from The Proprietors of Sterling Woods, Inc. to Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records.
18. Non-Exclusive Access, Drainage and Utility Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28,

1993 in the Danbury Land Records;

19. Non-Exclusive Drainage and Dam Maintenance Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records;
20. Terms and conditions of a Contract of Sale, Release and Termination Agreement by and between Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association and The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded April 28, 1993 in the Danbury Land Records.

The parcels are more particularly bounded and described as follows:

PARCEL 1 - comprised of 90.591 (acres) as shown on said map.

Beginning at the southernmost point of the premises described herein marked by a concrete bound on the easterly street line of Nabby Road thence running N 39° 37' 40": W a distance of 118.33 feet to a point; thence turning and running in a general northerly direction along the arc of a curve with a radius of 4,740.00 feet a distance of 35.16 feet to a point; thence turning and running N 35° 30' 30" W a distance of 278.33 feet to a point; thence turning and running in a general northerly direction along the arc of a curve with a radius of 930.00 feet a distance of 241.30 feet to a point; thence turning and running N 20° 38' 33" W a distance of 379.96 feet to a point; thence turning and running N 10° 55' 20" E a distance of 17.25 feet to a point; thence turning and running N 70° 27' 40" W a distance of 11.83 feet to a point; thence turning and running N 20° 38' 33" W a distance of 187.33 feet to a point; thence turning and running in a general northerly direction along the arc of a curve with a radius of 610.00 feet a distance of 304.68 feet to a point; thence turning and running N 7° 58' 30" E a distance of 166.26 feet to a point; thence turning and running in a general northerly direction along the arc of a curve with a radius of 750.00 feet a distance of 431.13 feet to a point; the last eleven courses running along the easterly street line of Nabby Road; thence turning and running N 65° 02' 20" E a distance of 69.65 feet to a point; thence turning and running in a general northerly direction along the arc of a curve with a radius of 300.00 feet a distance of 235.82 feet to a point; thence turning and running N 20° 00' 00" E a distance of 50.89 feet to a point; thence turning and running S 70° 00' 00" E a distance of 145.00 feet to a point; thence turning and running N 65° 00' 00" E a distance of 70.00 feet to a point; thence turning and running N 20° 00' 00" E a distance of 325.00 feet to a point; thence turning and running N 74° 00' 00" E a distance of 39.86 feet to a point; thence turning and running in a general northwesterly direction along the arc of a curve with a radius of 428.46 feet a distance of 90.36 feet to a point; thence turning and running N 28° 05' 00" W a distance of 99.31 feet to a point; thence turning and running S 61° 55' 00" W a distance of 13.22 feet to a point; thence turning and running N 22° 00' 00" W a distance of 30.00 feet to a point; thence turning and running in a general westerly direction along the arc of a curve with a radius of 118.98 feet a distance of 87.22 feet to a point;

thence turning and running N 26° 00' 00" E a distance of 60.00 feet to a point; thence turning and running N 63° 32' 09" E a distance of 12.42 feet to a point; thence turning and running in a general southeasterly direction along the arc of a curve with a radius of 188.98 feet a distance of 130.96 feet to a point; thence turning and running S 22° 00' 00" E a distance of 18.91 feet to a point; thence turning and running S 61° 55' 00" W a distance of 7.57 feet to a point; thence turning and running S 28° 05' 00" E a distance of 81.68 feet to a point; thence turning and running N 61° 55' 00" E a distance of 102.53 feet to a point; thence turning and running N 2° 00' 00" E a distance of 145.00 feet to a point; thence turning and running N 43° 00' 00" W a distance of 95.00 feet to a point; thence turning and running N 54° 00' 00" E a distance of 190.00 feet to a point; thence turning and running N 9° 00' 00" E a distance of 190.00 feet to a point; thence turning and running N 53° 00' 00" E a distance of 147.00 feet to a point; thence turning and running N 26° 00' 00" W a distance of 396.00 feet to a point; thence turning and running N 57° 00' 00" W a distance of 175.00 feet to a point; thence turning and running S 71° 30' 00" W a distance of 224.31 feet to a point; thence turning and running N 75° 10' 30" W a distance of 42.58 feet to a point in a stone wall; the last twenty-eight courses running along "Parcel A" as shown on said map; thence turning and running along a stone wall N 14° 49' 30" E a distance of 64.62 feet to a point; thence turning and running along a stone wall N 27° 17' 15" E a distance of 21.63 feet to a point; thence turning and running along a stone wall N 28° 51' 00" E a distance of 25.55 feet to a point marking the southerly street line of McKay Road; thence turning and running along McKay Road N 66° 00' E a distance of 217.80 feet to a point; thence turning and running along McKay Road N 62° 36' E a distance of 42.21 feet to a point; thence turning and running along McKay Road N 64° 23' E a distance of 53.47 feet to a point; thence turning and running along McKay Road N 60° 57' 30" E a distance of 46.11 feet to a point; thence turning and running along McKay Road N 54° 10' 57" E a distance of 12.34 feet to a point; thence turning and running along McKay Road N 30° 14' E a distance of 26.60 feet to a point; thence turning and running along McKay Road N 9° 32' 20" E a distance of 55.04 feet to a point; thence turning and running along McKay Road N 0° 35' E a distance of 22.16 feet to a point; thence turning and running S 31° 06' 10" E along land now or formerly of Edwin Joseph Lester Sr. & Cecelia Lee Lester a distance of 1581.22 feet to a point; thence turning and running S 13° 19' 44" W a distance of 27.62 feet to a point; thence turning and running S 2° 12' 34" W a distance of 48.48 feet to a point; thence turning and running S 13° 43' 24" W a distance of 36.29 feet to a point; thence turning and running S 13° 31' 54" W a distance of 34.74 feet to a point; thence turning and running S 1° 59' 14" W a distance of 59.94 feet to a point; thence turning and running S 1° 06' 56" E a distance of 33.91 feet to a point; thence turning and running S 8° 25' 44" W a distance of 20.07 feet to a point; thence turning and running S 26° 10' 34" W a distance of 64.61 feet to a point; thence turning and running S 84° 58' 26" E a distance of 19.86 feet to a point; thence turning and running N 84° 08' E a distance of 36.36 feet to a point; thence turning and running N 81° 57' E a distance of 17.40 feet to a point; thence turning and running S 29° 30' 02" E a distance of 13.00 feet to a point; thence turning and running S 23° 26' 56" E a distance of 46.70 feet to a point; thence turning and running S 15° 26' 30" E a distance of 30.08 feet to a point; thence turning and running S 20° 43' 30" E a distance of 40.99 feet to a point; thence turning and running S 6° 53' 46" E a distance of 8.90 feet to a point;

thence turning and running S 4° 43' 36" E a distance of 10.81 feet to a point; thence turning and running S 17° 31' 04" W a distance of 17.97 feet to a point; thence turning and running S 18° 19' 04" W a distance of 132.95 feet to a point; thence turning and running S 20° 32' 24" W a distance of 30.00 feet to a Stone bound; thence turning and running S 20° 32' 29" W a distance of 50.36 feet to a point; thence turning and running S 17° 10' 07" W a distance of 35.29 feet to a point; thence turning and running S 28° 03' 28" W a distance of 40.89 feet to a point; thence turning and running S 23° 27' W a distance of 94.56 feet to a point; thence turning and running S 18° 12' W a distance of 34.77 feet to a point; thence turning and running S 1° 24' 20" W a distance of 48.16 feet to a point; thence turning and running S 0° 04' 40" E a distance of 75.71 feet to a point; thence turning and running S 1° 35' 29" W a distance of 86.00 feet to a point; thence turning and running S 0° 15' 05" E a distance of 19.67 feet to a point; thence turning and running S 7° 09' 21" W a distance of 69.24 feet to a point; thence turning and running S 15° 21' 20" E a distance of 13.93 feet to a point; thence turning and running N 58° 04' 08" E a distance of 653.17 feet to a stone bound;

The last thirty-two courses running along land now or formerly of Alfred A. Breton; thence turning and running S 21° 11' 10" W a distance of 630.96 feet to a stone bound; thence turning and running S 39° 27' 30" W a distance of 207.84 feet to a stone bound; thence turning and running S 46° 54' 55" W a distance of 31.82 feet to a point; thence turning and running S 17° 53' 40" E a distance of 29.42 feet to a point; thence turning and running S 20° 13' 30" W a distance of 42.61 feet to a point; thence turning and running S 42° 41' 10" E a distance of 11.56 feet to a point; thence turning and running S 42° 22' 30" E a distance of 26.72 feet to a point; thence turning and running S 69° 51' 30" E a distance of 19.23 feet to a point; thence turning and running S 17° 10' 30" E a distance of 152.40 feet to a point.

The last nine courses running along land now or formerly of Thomas Hoffman, Trustee & Frank H. Fitzsimmons, Jr. Trustee; thence turning and running N 75° 27' 20" W a distance of 35.13 feet to a point; thence turning and running S 35° 03' W a distance of 23.85 feet to a point; thence turning and running S 59° 16' 50" W a distance of 16.70 feet to a point; thence turning and running S 42° 08' W a distance of 75.50 feet to a point.

The last four courses running along land now or formerly of Joan T. and George R. Lubus, and along land now or formerly of East Ridge Condominium in part by each; thence turning and running S 45° 29' 40" W a distance of 56.21 feet to a point; thence turning and running S 54° 54' 10" W a distance of 44.45 feet to a point; thence turning and running S 44° 27' 50" W a distance of 97.44 feet to an Iron Pin; thence turning and running S 57° 09' 40" W a distance of 58.54 feet to a point; thence turning and running S 57° 06' 20" W a distance of 285.03 feet to a point; thence turning and running S 60° 05' 50" W a distance of 24.17 feet to a point; thence turning and running S 51° 20' 40" W a distance of 42.10 feet to an Iron Pin; thence turning and running S 46° 15' 40" W a distance of 280.92 feet to a drill hole; thence turning and running S 41° 15' 30" W a distance of 16.85 feet to a point; thence turning and running S 47° 32' W a distance of 100.26 feet to a point.

The last ten courses running along land now or formerly of East Ridge Condominium; thence turning and running along land now

or formerly of David N. Hubbard S 47° 42' 45" W a distance of 202.65 feet to a point; thence turning and running along land now or formerly of David N. Hubbard S 39° 33' 45" W a distance of 21.60 feet to a point; thence turning and running along land now or formerly of David N. Hubbard S 52° 16' 15" W a distance of 12.45 feet to the point or place of beginning.

PARCEL 2 - comprised of 8.055 (acres) as shown on said map.

Beginning at a point marking the southerly point of said parcel which point lies in the easterly street line of McKay Road; thence turning and running N 24° 57' 40" W a distance of 34.40 feet to a point; thence turning and running in a general northerly direction along an arc of a curve in the easterly street line of McKay Road with a radius of 800.00 feet a distance of 391.75 feet to a point; thence turning and running N 03° 05' 45" E a distance of 46.66 feet to a point; thence turning and running N 86° 54' 15" W a distance of 8.67 feet to a point; thence turning and running N 7° 29' E a distance of 8.71 feet to a point; thence turning and running N 3° 12' 30" E a distance of 82.89 feet to a point; thence turning and running N 1° 45' 10" E a distance of 33.67 feet to a point; thence turning and running N 3° 17' 40" E a distance of 87.37 feet to a point; thence turning and running N 1° 29' 10" E a distance of 62.07 feet to a point; thence turning and running N 0° 08' E a distance of 43.20 feet to a point; thence turning and running N 0° 34' 15" W a distance of 80.16 feet to a point; thence turning and running N 5° 45' 10" E a distance of 127.01 feet to a point; thence turning and running N 13° 58' 30" E a distance of 44.68 feet to a point; thence turning and running N 3° 30' 40" E a distance of 39.68 feet to a point; thence turning and running N 9° 03' 42" W a distance of 58.61 feet to a point; thence turning and running N 14° 09' W a distance of 50.45 feet to a point; thence turning and running N 5° 21' 06" W a distance of 16.45 feet to a point.

The last 17 courses running along the easterly street line of McKay Road; thence turning and running S 84° 38' 54" W a distance of 130.00 feet to a point; thence turning and running N 26° 00' 00" W a distance of 464.30 feet to a point; thence turning and running in a general easterly direction along an arc of a curve with a radius of 202.50 feet a distance of 123.04 feet to a point; thence turning and running S 6° 50' 57" E a distance of 70.00 feet to a point; thence turning and running in a general westerly direction along the arc of a curve with a radius of 132.50 feet a distance of 100.64 feet to a point; thence turning and running S 26° 00' 00" E a distance of 136.72 feet to a point; thence turning and running S 20° 00' 00" W a distance of 451.08 feet to a point; thence turning and running in a general westerly direction along the arc of a curve with a radius of 250.00 feet a distance of 196.52 feet to a point; thence turning and running S 65° 02' 20" W a distance of 69.65 feet to the point or place of beginning.

The last nine courses running along Parcel A as shown on said map.

PARCEL 3 - comprised of 5.856 acres as shown on said map.

Beginning at a point in the easterly street line of Nabby Road marking the southwestern corner of the premises herein described running N 8° 01' 15" W a distance of 40.87 feet to a point; thence turning and running N 8° 47' 50" W a distance of 57.90 feet to a point; thence turning and running N 8° 41' W a

distance of 42.32 feet to a point; thence turning and running N 5° 21' 10" W a distance of 14.98 feet to a point; thence turning and running N 2° 38' W a distance of 49.44 feet to a point; thence turning and running N 0° 40' 10" W a distance of 37.49 feet to a point; thence turning and running N 3° 19' 15" E a distance of 48.11 feet to a point; thence turning and running N 0° 22' 55" W a distance of 71.66 feet to a point; thence turning and running N 5° 35' 30" W a distance of 33.11 feet to a point; thence turning and running N 1° 21' 20" W a distance of 48.28 feet to a point; thence turning and running N 0° 03' E a distance of 40.02 feet to a point; thence turning and running N 1° 13' 35" E a distance of 33.36 feet to a point; thence turning and running N 0° 41' W a distance of 29.22 feet to a point; thence turning and running N 3° 22' 30" E a distance of 111.96 feet to a point; thence turning and running N 5° 11' 20" E a distance of 62.06 feet to a point; thence turning and running N 22° 22' E a distance of 45.94 feet to a point; thence turning and running N 25° 10' 00" E a distance of 54.87 feet to a point; thence turning and running N 41° 47' 54" E a distance of 14.45 feet to a point in the northwesterly corner of said Parcel 3;

The last eighteen courses running along a stone wall in the easterly street line of Nabby Road. thence turning and running along land now or formerly of Candlewood Park, Inc. S 59° 12' E a distance of 366.36 feet to a point; thence turning and running along land now or formerly of Candlewood Park, Inc. S 28° 43' 40" E a distance of 255.35 feet to a point; thence turning and running along a stone wall S 22° 15' 00" W a distance of 5.61 feet to a point; thence turning and running along a stone wall S 12° 21' 40" W a distance of 9.90 feet to a point; thence turning and running along a stone wall S 15° 49' 30" W a distance of 13.30 feet to a point; thence turning and running along a stone wall S 23° 32' 38" W a distance of 31.41 feet to a point; thence turning and running along a stone wall S 18° 20' 20" W a distance of 47.87 feet to a point; thence turning and running along Parcel B as shown on said map S 75° 10' 30" E a distance of 90.15 feet to a point; thence turning and running along Parcel B as shown on said map N 36° 02' 00" E a distance of 381.69 feet to a point; thence turning and running along Parcel B as shown on said map N 79° 51' 30" E a distance of 128.29 feet to the point or place of beginning.

Reserved for Record
at 1:20 P.M.

APR 28 1983

Attest: *Michael A. Seais*
Danbury Town Clerk

PUBLIC OFFERING STATEMENT
STERLING WOODS
EXHIBIT B

BYLAWS
OF
THE PROPRIETORS OF STERLING WOODS, INC.

Attachments

Incorporation Documents

- Schedule B-1 Certificate of Incorporation
- Schedule B-2 Organization Consent
- Schedule B-3 Consent of Members of the Executive Board
in Lieu of First Meeting
- Schedule B-4 Form Resale Certificate

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BYLAWS
OF
THE PROPRIETORS OF STERLING WOODS, INC.

ARTICLE I

Introduction

These are the Bylaws of The Proprietors of Sterling Woods, Inc. ("Association"). Definitions of terms initial capitalized will be as designated in Article II of the Declaration.

ARTICLE II

Executive Board

Section 2.1 - Number and Qualification; Termination of Declarant Control.

- (a) The affairs of the Common Interest Community and the Association will be governed by an Executive Board, which until the termination of the period of Declarant control, will consist of three persons, and following such date, will consist of nine (9) persons, the majority of whom, excepting the Directors appointed by the Declarant, will be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee designated by that Unit Owner to the Association will be eligible to serve as a Director and will be deemed to be a Unit Owner for the purpose of the preceding sentence. The Directors will be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which board members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.
- (b) The terms of at least one third (1/3) of the Directors will expire annually, as established in a resolution of the members setting terms.
- (c) Section 8.10 of the Declaration will govern appointment of members of the Executive Board during the period of Declarant control.
- (d) The Executive Board will elect the officers. The Directors and officers will take office upon election.
- (e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association will call and

give not less than ten nor more than sixty days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Act. The Executive Board will have the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which will include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules and regulations subject to the limitations of the Declaration and below;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge managing agents;
- (d) Hire and discharge employees and agents other than managing agents and independent contractors.
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community;
- (f) Make contracts and incur liabilities;
- (g) Subject to the provisions of Article X of the Declaration, regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (h) Cause additional improvements to be made as a part of the Common Elements;
- (i) Acquire, hold, encumber and convey in its own 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 Act;
- (j) Grant easements; for any period of time including permanent easements and leases, licenses and concessions for no more than one year; through or over the Common Elements;
- (k) Impose and receive any 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 Act, and for services provided to Unit Owners;

- (l) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
- (n) Provide for the indemnification of its officers and Executive Board and maintain Directors' and officers' liability insurance;
- (o) Assign its right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XX of the Declaration.
- (p) Exercise any other powers conferred by the Declaration or Bylaws;
- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association.
- (s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. Any committee must maintain and publish notice of its 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 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.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and members of the Executive Board are required to exercise (1) if appointed by the Declarant, the care required of fiduciaries of the Unit Owners and (2) if elected by the Unit Owners, ordinary and reasonable care.

Section 2.4 - Additional Limitations. The Executive Board will be additionally limited pursuant to Article XXVI of the Declaration.

Section 2.5 - Manager. The Executive Board may employ for the Common Interest Community, a Manager at a compensation established by the Executive Board, to perform such duties and services as the Executive Board will authorize. The Executive Board may delegate to the Manager only the powers granted to the Executive Board by these Bylaws under subdivisions (d), (f), and (g), (k) and (m) of Section 2.2. Licenses, concessions and contracts may be executed by the

Manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a Quorum is present, may remove any Director with or without cause, other than a Director appointed by the Declarant.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a member by a Vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, as follows:

- (a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such members, constituting the Executive Board; and
- (b) as to vacancies of members whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed will be a Director for the remainder of the term of the Director so replaced.

Section 2.8 - Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Unit Owners will be held within ten (10) days thereafter at such time and place as will be fixed by the Unit Owners at the meeting at which such Executive Board will have been elected or by newly elected Directors attending such meeting, if no time or place is fixed by the Members. No notice will be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors will be present thereat.

Section 2.9 - Meetings. Regular meetings may be set by a schedule adopted by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board will be held within Danbury, unless all Directors thereof consent in writing to another location.

Section 2.11 - Waiver of Notice. Any member may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board will constitute a waiver of notice. If all the Directors are present at any meeting, no notice will be required and any business may be transacted at such meeting.

Section 2.12 - Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors will constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the meeting. If, at any meeting, there will be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.13 - Fidelity Bonds. To the extent reasonably available, the Executive Board will obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on the bonds are a Common Expense.

Section 2.14 - Compensation. A Director may receive compensation from the Association for acting as such as may be set by a resolution of the Unit Owners, and may receive a reasonable reimbursement for necessary expenses actually incurred in connection with their duties. Directors acting as officers or employees may be compensated for such duties.

Section 2.15 - Consent to Corporate Action. If all the Directors or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action will be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary will file such consents with the minutes of the meetings of the Executive Board.

ARTICLE III

Unit Owners

Section 3.1 - Annual Meeting. Annual meetings will be held in June at such time as the Executive Board may designate. At such meeting, the Directors will be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings to consider the proposed budget will be called in accordance with Section 19.4 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Place of Meetings. Meetings of the Unit Owners will be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the President.

Section 3.4 - Special Meetings. Special meetings of the Association may be called by the President, a majority of the Executive Board, or by Unit Owners having twenty percent . . . of the Votes in the Association.

Section 3.5 - Notice of Meetings. Except for budget meetings which will be noticed not less than fourteen nor more than thirty days after mailing the summary, not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the Bylaws will cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting will state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or member of the Executive Board. No action will be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such notice will be deemed equivalent to the giving of such notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 - Order of Business. The order of business at all meetings of the Unit Owners will be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of members of the Executive Board (when required).
- (h) Ratification of Budget (if required).
- (i) Unfinished business.
- (j) New business.

Section 3.9 - Voting.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners . . . There is majority agreement if any one of the owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of Votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.
- (c) The Vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Executive Board or Bylaws of the owning corporation or business trust. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.
- (d) No Votes allocated to a Unit owned by the Association may be cast.

Section 3.10 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners will constitute a quorum at all meetings of the Unit Owners.

Section 3.11 - Majority Vote. The Vote of a Majority of the Unit Owners present in person or by proxy at a meeting at which a quorum will be present will be binding upon all Unit Owners for all purposes, except where a higher percentage Vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV

Officers

Section 4.1 - Designation. The principal officers of the Association will be the president, the vice president, the secretary and the treasurer, all of whom will be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be members of the Executive Board. Any two offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

Section 4.2 - Election of Officers. The officers of the Association will be elected annually by the Executive Board at the organization meeting of each new Executive Board and will hold office at the pleasure of the Executive Board.

Section 4.3 - Removal of Officers. Upon the affirmative Vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 4.4 - President. The president will be the chief executive officer of the Association. He or she will preside at all meetings of the Unit Owners and of the Executive Board. He or she will have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the Laws of the State of Connecticut, including but not limited to the power to appoint members of committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.

Section 4.5 - Vice President. The vice president, if elected, will take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board will appoint some other member of the Executive Board to act in the place of the president, on an interim basis. The vice president will also perform such other duties as may be imposed upon him or her by the Executive Board or by the president.

Section 4.6 - Secretary. The secretary will keep the minutes of all meetings of the Unit Owners and the Executive Board; he or she will have charge of such books and papers as the Executive Board may direct; and he or she will, in general, perform all the duties incident

to the office of secretary of a nonstock corporation organized under the Laws of the State of Connecticut. The secretary may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The treasurer will have the responsibility for Association funds and securities and will be responsible for keeping full and accurate financial records, books of account showing all receipts and disbursements, and balance sheets, and for the preparation of all required financial data. He or she will be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he or she will, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the Laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and will deposit the same and all moneys in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and will have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. He or she will see that the annual federal tax returns and state tax returns, if required, are timely filed, and appropriate tax payments are made.

Section 4.8' - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these Bylaws and Section 27.6 of the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association will be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 - Compensation. The Executive Board may provide for compensation of officers of the Association, and will receive reimbursement for necessary expenses.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a Manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Act and statements of unpaid assessments in accordance with Section 47-258(h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments, which will be received prior to issuance of the certificate. The amount of this fee will be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees will be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V

Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Executive Board or the breach of any provision of the Instruments, will give the Executive Board the right, subject to Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) 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 except for additions or alterations of a permanent nature that may exist therein contrary to the intent and meaning of the provisions of the Documents, and the Executive Board will not thereby be deemed liable for any manner of trespass because of such entry; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25 per day for each day that a violation of the Instruments or Rules persists after such Notice and Hearing, but the amount will not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

Section 5.3 - Additional Common Expense for Misconduct. If misconduct of a Unit Owner causes an additional common expense, the Association may, after Notice and Hearing, assess that expense exclusively against his unit.

ARTICLE VI

Indemnification

The members of the Executive Board and officers of the Association will have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454a of Chapter 600 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof).

ARTICLE VII

Records

Section 7.1 - Records and Audits. The Association will maintain accounting records. The financial records will be maintained and

audited in accordance with Article XVIII of the Declaration. The cost of the audit, if any, will be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the Manager will be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3. - Records. The Association will keep financial records sufficiently detailed to enable the Association to comply with Section 47-270 of the Act and as follows:

- (a) An account for each Unit which will designate the name and address of each Unit Owner, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by each Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to Subsection 47-257(a) of the Act and ratified pursuant to the procedures of Subsection 47-245(c).
- (f) A record of any unsatisfied judgements against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Pursuant to the Non-Stock Corporation Act, annually the Association will prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement will be kept for at least ten years from such date in the principal office of the Association.

- (j) Tax returns for state and Federal income taxation.
- (k) Minutes of proceedings of incorporators, Directors, directors and committees of directors and waivers of notice.

Section 7.4 - Form Resale Certificate. The Executive Board will adopt a form resale certificate to satisfy the requirement of Section 47-270 of the Act.

Section 7.5 - Declarant's Financial Statements. During the period of Declarant control, the Declarant will, at least every six months, provide the Unit Owners with a current financial statement of the Association. The statement will be on a cash basis, and need not be audited by an independent accountant. It will include, without limitation, (1) all income and expenses for the calendar year to date; (2) all accounts payable and receivable, including the ages of those accounts and showing all sums due to and from the Declarant and affiliates of the Declarant; (3) the amount of any funded replacement reserves; and (4) the balance of any other funds of the Association.

ARTICLE VIII

Miscellaneous

Section 8.1 - Notices. All notices to the Association or the Executive Board will be delivered to the office of the Manager, or if there is no Manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units. Except as otherwise provided, all notices to any Unit Owner will be sent to his or her address as it appears in the records of the Association. All notices to mortgagees of Units will be sent, except where a different manner of notice is specified elsewhere in the Instruments, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Executive Board. All notices will be deemed to have been given when mailed except notices of changes of address which will be deemed to have been given when received.

Section 8.2 - Fiscal Year. The Executive Board will establish the fiscal year of the Association.

Section 8.3 - Waiver. No restriction, condition, obligation, or provision contained in these Bylaws will 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 8.4 - Office. The principal office of the Association will be on the Property or at such other place as the Executive Board may from time to time designate.

Section 8.5 - Amendments to Bylaws. The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator(s) of The Proprietors of Sterling Woods, Inc., dated _____, 19__.

Incorporator