

**DECLARATION OF
RIVERVIEW COMMONS**

A COMMON INTEREST COMMUNITY

BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C., a Connecticut limited liability company with a mailing address of 196 North Plains Industrial Road, Wallingford, Connecticut 06492, does hereby submit the property in the Town of Kent, Connecticut, described in Exhibit A-1 attached hereto and made a part hereof (the "Property"), to the provisions of the Common Interest Ownership Act Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating Riverview Commons.

**ARTICLE I
DEFINITIONS**

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

- 1.1 *Act.* The Common Interest Ownership Act (Chapter 828) of the Connecticut General Statutes, as amended.
- 1.2 *Allocated Interests.* The undivided interest in the Common Elements and 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 Exhibit A-2.
- 1.3 *Association.* Riverview Commons Association, Inc., a nonstock 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.
- 1.4 *Bylaws.* The Bylaws of the Association as they may be amended from time to time.
- 1.5 *Common Elements.* All portions of the Common Interest Community other than the Units.
- 1.6 *Common Expenses.*
 - 1.6.1 Expenses of administration, maintenance, repair or replacement of the Common Elements;
 - 1.6.2 Expenses declared to be Common Expenses by the Instruments or by the Act;
 - 1.6.3 Expenses agreed upon as Common Expenses by the Association; and
 - 1.6.4 Reasonable reserves, 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.

- 1.7 *Common Interest Community.* The Real Property described in Exhibit A-1, subject to this Declaration.
- 1.8 *Declarant.* Branhaven River and Farm Properties, L.L.C., a Connecticut limited liability company or its successor as defined in Subsection 47-202(12) of the Act.
- 1.9 *Declaration.* This document, including any amendments.
- 1.10 *Development Rights.* Any right or combination of rights reserved by a Declarant in the Declaration to:
- 1.10.1 Add real property to the Common Interest Community;
- 1.10.2 Create units, common elements or limited common elements within a common interest community;
- 1.10.3 Create and grant easements to public utility companies, state and/or local municipalities, agencies, commissions and boards.
- 1.11 *Director.* A member of the Executive Board.
- 1.12 *Eligible Mortgagee.* A mortgagee given certain rights to receive notice, approve amendments and take the actions provided in Article XVIII of the Declaration.
- 1.13 *Executive Board.* The Board of Directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes.
- 1.14 *Improvements.* Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, such as buildings, trees, shrubbery, streets, wires, pipes, light poles, paving, detention ponds and storm, sanitary and drainage sewage systems.
- 1.15 *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.
- 1.16 Reserved –
- 1.17 *Limited Common Elements.* A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article V of the Declaration.

- 1.18 *Majority or Majority of Unit Owners.* The Owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means such percentage, portion or fraction in the aggregate of such portion of Votes.
- 1.19 *Manager.* A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.
- 1.20 *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.
- 1.21 *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.
- 1.22 *Person.* An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, limited liability company or other legal or commercial entity.
- 1.23 *Plans.* The Plans filed with the Declaration as **Exhibit A-4**.
- 1.24 *Property.* The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.
- 1.25 *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 Bylaws.
- 1.26 *Security Interest.* An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.
- 1.27 *Special Declarant Rights.* Rights reserved for the benefit of a Declarant to (A) complete improvements indicated on surveys and plans filed with the Declaration; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (D) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real property which may be added to the Common Interest Community; or (E) appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control.
- 1.28 *Survey.* The maps filed as **Exhibit A-3** to this Declaration.

- 1.29 *Unit.* A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which have been described in Section 4.3 of this Declaration.
- 1.30 *Unit Owner.* The Declarant or other person who owns a Unit but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by the Declaration.
- 1.31 *Votes.* The votes allocated to each Unit as shown on **Exhibit A-2**.

ARTICLE II NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

- 2.1 **Common Interest Community.** The name of the Common Interest Community is Riverview Commons. Riverview Commons is a Condominium.
- 2.2 **Association.** The name of the Association is Riverview Commons Association, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE III DESCRIPTION OF LAND

The entire Common Interest Community is situated in the Town of Kent, Connecticut. A legal description of the Common Interest Community is found at **Exhibit A-1**.

ARTICLE IV MAXIMUM NUMBER OF UNITS; BOUNDARIES

- 4.1 **Number of Units.** The Common Interest Community presently contains 19 Units. The Declarant may create an additional 5 Units on the land described in **Exhibit A-5**. Therefore, the Common Interest Community may contain a maximum of 24 Units.
- 4.2 **Identification of Units.** All Units are identified by number and are shown on the map described in **Exhibits A-1** and **A-3**.
- 4.3 **Boundaries.** The boundaries of each Unit created by this Declaration are shown on the Survey and Plans, including the living area and, in the case of Units Number 8, 9, 10, 12, 13 and 14 also including the basements accessible from the living area, and are more particularly described as follows:
- (a) Walls, floors, windows, exterior doors and ceilings, are designated as boundaries of a Unit, except that in the case of Units 8, 9, 10, 12, 13 and 14, the Unit includes the basement accessible from the living area and, the boundaries of each such basement are the walls, floors, windows, and exterior doors. Notwithstanding the prior sentence, all lath, furring, wall board, concrete walls or concrete flooring (in the case of basements) plasterboard, plaster, paneling,

tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

- (b) **Inclusions:** Each Unit shall also include the spaces and all improvements and fixtures lying within the boundaries described in Subsection 4.3(a) above, and all chutes, pipes, flues, ducts, wires, conduits, and other fixtures or facilities running through any interior wall or partition or any perimeter walls for the purpose of furnishing utility and/or similar services solely to such specific Unit are part of that Unit.
- (c) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits, and other fixtures or facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plan, then this definition shall control.

ARTICLE V LIMITED COMMON ELEMENTS

- 5.1 Limited Common Elements.** The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:
 - 5.1.1** If any chute, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
 - 5.1.2** Any shutters, awnings, window boxes, doorsteps, steps, stoops, porches, enclosed decks, patios, enclosure fences, enclosed yard areas, postal mailboxes 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 and their use is limited to that Unit.
 - 5.1.3** Any space heating, water heating and air conditioning apparatus and all television, telephone and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

- 5.1.4 In the case of Units 15, 16, 17, 18, 19 and 20, garages shown on the Survey, the use of each of which is limited to the specific Unit served by that garage.
- 5.2 **Easements to Limited Common Element and Common Elements.** Each Unit Owner shall have a right to and an exclusive easement for the use of the Limited Common Elements allocated to his or her Unit, and each Unit Owner shall have a mutual right to and easement over the Common Elements (other than the Limited Common Elements), in common with other Unit Owners, for access to his or her Unit.

ARTICLE VI MAINTENANCE, REPAIR AND REPLACEMENT

- 6.1 **Common Elements.** The Association shall maintain, repair and replace all of the Common Elements except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.
- 6.2 **Units.** Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit interior and exterior, which shall include, without limitation, repairing and/or replacing all windows and exterior doors.
- 6.3 **Limited Common Elements.** Notwithstanding the provisions of Sections 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all stoops, patios or porches which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is otherwise appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner or Owners shall be responsible for the maintenance, repair, and replacement of those Limited Common Elements described in Section 5.1.2. If the maintenance, repair or replacement of such Limited Common elements is necessary to prevent damage or danger to any Unit or the Common elements, any person authorized by the Executive Board shall be authorized to undertake or arrange for same, subject to the notice requirements of Section 6.4, and the expenses incurred therefore shall be assessed against the Unit.

As relates to garages, Unit Owners using those garages, as opposed to the Association, are jointly responsible for the maintenance, repair and replacement of those the garages; a Common Expense directly attributable to the garages in common shall be assessed against those Units equally. Specifically, expenses relating to the entire building that houses the garages and storage cubicle, as opposed to those expenses related to a specific garage or garages or only to the storage cubicle, shall be allocated 1/7th to each garage and to the cubicle and, in turn, assessed 1/7th to each Unit owner utilizing a garage and 1/7th to the Association.

- 6.4 **Access.** Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements or Limited Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, 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 such an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.
- 6.5 **Repairs Resulting from Negligence.** Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements or Limited Common Elements caused intentionally and negligently.

ARTICLE VII SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

- 7.1 The Declarant does not anticipate that there will be subsequently allocated Limited Common Elements.

ARTICLE VIII DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

- 8.1 **Reservation of Development Rights.** The Declarant reserves the following development rights:
- 8.1.1 The right to add Units, Common Elements and Limited Common Elements in the location shown as "Land Subject to Future Development Rights" on the Survey.
- 8.1.2 The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Land Subject to Future Development Rights" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Land Subject to Future Development Rights" on the Survey. The Declarant also reserves the right to grant easements to public utility companies, state and/or local municipalities, agencies, commissions or boards and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A shall be amended to include reference to the recorded easement.
- 8.1.3 The right to add to the Common Interest Community the real property described in Exhibits A-3 and A-5 attached hereto.
- 8.2 **Limitations on Development Rights.** The Development Rights reserved in Section 8.1 are limited as follows:

- 8.2.1 The Development Rights may be exercised at any time but not more than fifteen (15) years after the recording of the initial Declaration;
- 8.2.2 Not more than five (5) additional Units may be created under the Development Rights;
- 8.2.3 The quality of construction of any buildings and other Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- 8.2.4 All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units and Common Elements created under this Declaration as initially recorded;
- 8.2.5 No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.
- 8.3 **Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:
 - 8.3.1 To complete improvements indicated on surveys and plans filed with the Declaration;
 - 8.3.2 To exercise any Development Right reserved in this Declaration;
 - 8.3.3 To maintain sales, offices, management offices, signs advertising the Common Interest Community, and models;
 - 8.3.4 To use easements through the Common Elements for the purpose of making improvements within the Common Interest Community;
 - 8.3.5 To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.
- 8.4 **Models.** As long as the Declarant is a Unit Owner or retains Special Declarant Rights, 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, sales office or warranty office.
- 8.5 **Construction; Declarant's Easement.** The Declarant reserve the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or

exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

- 8.6 **Signs and Marketing.** The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in manner as will not unreasonably disturb the rights of Unit Owners.
- 8.7 **Association or Executive Board Actions Subject to Declarant's Approval.** Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control, but in that event the Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.
- 8.8 **Declarant's Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, (promptly after the sale of the last Unit) from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.
- 8.9 **Declarant Control of the Association.**
- 8.9.1 There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates on the date 120 days after conveyance to Unit Owners other than a Declarant of sixty (60) percent of the Units that may be created. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.
- 8.9.2 Not later than sixty (60) days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- 8.9.3 Except as otherwise provided in Subsection 8.10, not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

8.9.4 Notwithstanding any provision of the Declaration or Bylaws to the contrary, 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 member of the Executive Board with or without cause, other than a member appointed by the Declarant.

8.10 **Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any units or any Security Interest on any Units, or for twenty-one (21) years after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

ARTICLE IX ALLOCATED INTERESTS

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

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

9.2.1 **Undivided interest in the Common Elements.** The percentage of interest in the Common Elements allocated to each Unit is based upon the relative livable floor area of each Unit as compared to the floor area all of the Units in the Common Interest Community.

9.2.2 **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is also based upon the relative livable floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community.

9.2.3 **Votes.** Each Unit in the Common Interest Community shall have one equal Vote.

ARTICLE X RESTRICTION ON USE, ALIENATION OR OCCUPANCY

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

10.1.1 Each Unit is restricted to residential use as a single-family residence by one (1) family and its guests including home professional pursuits in accordance with the Planning, Zoning and Building Laws, Rules and Regulations of the Town of Kent, not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage.

No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, noncommercial basis between its occupants (except with regard to permitted home professional pursuits which may be undertaken by the household), cooking and eating with a common kitchen and dining area, with no more overnight occupants per bedroom than as designated on any plans on file with the building officials of the Town of Kent and as allowed by the Planning, Zoning and the Building Laws, Rules and Regulations of the Town of Kent.

10.1.2 The use of Common Elements is subject to the Bylaws and the Rules of the Association.

10.1.3 For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed Thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

10.1.4 At such time as any person becomes an owner of a Unit, immediately upon such person's acceptance of delivery of a deed granting and conveying such Unit, or any portion of or interest in said Unit, such person shall be deemed to be a party to this Declaration and shall be conclusively presumed to have assumed all of the obligations and burdens set forth in this Declaration. The presumption that all parties have assumed all of the obligations and burdens created by this Declaration shall be as conclusive as if such party had executed this Declaration and any amendments to it, immediately upon such party's receipt of a deed conveying any portion of any interest in a Unit to such party.

Each person now or hereafter owning a Unit shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to such Unit owned, which accrue during the period of such ownership, but such liability shall terminate upon conveyance by such party of his ownership interest in such Unit.

10.1.5 No Unit shall be used for the purpose of commercial breeding of animals. No animals, birds or reptiles may be kept in any Unit or allowed on the Property or the Common Elements or Limited Common Elements, except as allowed by the Rules of the Association.

10.1.6 A garage may be used only by the owner of the Unit designated to use that garage. Each garage is restricted to use for storage and as a parking space for vehicles, specifically excluding, however trucks (other than small pick-ups for personal use), commercial vehicles, campers, boats, trailers, recreational vehicles, and trailers. Automobiles used in the ordinary course of daily living shall be parked only in the garages (only for certain Units as aforesaid) and/or the parking areas of the Units. No trucks (other than small pick-ups for personal use), commercial vehicles, campers, boats, trailers, or recreational vehicles shall be parked in the Common Interest Community. The parking of motor vehicles or the temporary placing of personal property by persons in any manner which impedes or interferes with use of any driving

areas or parking areas, fire hydrant, pedestrian crossing areas or designated fire lanes or access by a Unit Owner to his or her Unit or garage is deemed to have a serious adverse effect upon the safety and welfare of the Common Interest Community, and upon each Unit Owner who has the right of access to and use of his/her Unit and the Common Elements in the Common Interest Community. In addition, vehicles may not be parked in front of any of Units number 15-20. Any Unit Owner, tenant or occupant of a Unit who impedes or interferes as aforesaid or parks in front of any of Units number 15-20 shall be subject to a fine of not less than Fifty Dollars (\$50.00) per incident or, such other amount as may be determined from time to time by the Executive Board. Further, the Association is authorized to take immediate and/or other action to remove such obstructions, all at the cost of the individual causing the obstruction. In the event any obstructing vehicle of a violator is towed, said violator shall be liable for costs of the Association, including, but not limited to, costs of towing and storage.

- 10.1.7 Use of snowmobiles, off road vehicles including trail bikes and ATV's not used in maintenance are prohibited in the Common Interest Community. Except for motor assisted bicycles and wheel chairs as permitted by state law, all permitted motor vehicles used or parked on the property will be registered and properly equipped and in operational condition for safe travel on the public highways of the State of Connecticut. Motor vehicles may not be disassembled, repaired, rebuilt, painted or constructed in the Common Interest Community. No unregistered vehicles may be parked, or stored, on the Property. Any vehicle not in compliance with this Section may be towed at the owner's expense.
- 10.1.8 Garage doors shall be kept closed when not in use.
- 10.1.9 Nothing contained herein shall be construed to prevent the construction of utility structures such as water pumping stations, transformer stations, oil pumping stations or the use of any Unit or building by the Declarant for the purpose of developing and improving said Units, buildings, houses thereon, or for storage or office purposes.
- 10.1.10 No noxious or offensive use, trade or activity shall be carried on upon any Unit or building located thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 10.1.11 No trailer, tent or shack shall be erected on the Common Elements, nor shall any structure of any temporary character be used as a residence.
- 10.1.12 No clothesline pole shall be erected or used upon any Unit nor shall clotheslines be attached to any trees or any portion of the dwelling house or garage.
- 10.1.13 Each garage is restricted to use by the specific Owner or Owners of the Units for which such garage is a Limited Common Element, and their immediate families, guests and invitees, as a parking space for vehicles, specifically excluding, however, vehicles not permitted by the Rules of Association or by this Declaration.

- 10.1.14 Each Unit Owner shall be responsible for the maintenance and care of his Unit except as set forth in Sections 5.2 and 6.2 previously herein. The Declarant and/or the Association shall establish standards for the maintenance, care and upkeep of the Unit and the buildings situated thereon. In the event a Unit Owner shall fail to comply with the standards for upkeep and maintenance of the Unit or the buildings situated thereon as established by the Declarant and/or the Association, the Association shall have the right, duty and obligation to perform the maintenance, repair and upkeep on said Unit and buildings in order that the same shall be maintained in accordance with the standards established by the Declarant and/or the Association. The cost of such work done by the Association shall be an assessment imposed against said Unit and such assessment shall be paid by the Unit Owner within ten (10) days after the same is assessed by the Association. Such an extraordinary assessment shall be a lien against the Unit and may be foreclosed in the same manner as a mortgage.
- 10.1.15 The Declarant reserves to itself its designated agents and representative the right to execute and deliver to the Town of Kent or to declare for the benefit of any Unit whatever drainage or other easements may be required by the Town or for the benefit of any Unit provided that the easement shall not unduly interfere with the use and enjoyment of any Unit including but not limited to, the buildings and structures situated on the Property and any systems such as driveways, septic systems and wells servicing the structures, and further provided that the areas affected by the easements shall be restored to their original condition.
- 10.1.16 Easements are hereby reserved for electricity, gas, telephone service, water and sewer as they may be required, and any authorized cable television company, or the successors or assigns of such companies. The Declarant reserves the right to execute and deliver to such companies whatever standard easements are required in connection with the installation of utilities and/or cable services.
- 10.1.17 The purchase of a unit for investment purposes, i.e. by a person or entity not intending to occupy the Unit, is permitted.
- 10.1.18 There is no restriction on the amount for which a Unit may be sold or otherwise transferred.
- 10.1.19 Except for the transfer of a Unit from the Declarant to any person, prior to transfer of any Unit, whether for consideration or for no consideration, the Owner shall submit to the Association data regarding the names, addresses, ages, and such other data as reasonably required by the Association to determine compliance with the use and age restrictions set forth herein. The Board shall grant approval of the transfer by giving notice as set forth above and failure to give such notice within the thirty (30) day period shall be deemed approval.

B. That the following Section 10.3 be added to the Declaration:

Section 10.3 Restrictions on Leasing.

10.3.1 A Unit may not be leased or rented for a term of less than one year.

10.3.2 All leases and rental agreements relating to the Units shall be in writing and shall be subject to the requirements of the Association and the Documents.

10.3.3 No more than six Units may be leased at any one time.

10.3.4 The Executive Board, may, after Notice and Comment, establish a mandatory lease addendum for the Common Interest Community. If the Executive Board does establish such an addendum, all leases and rental agreements relating to Units shall include the addendum which shall be executed by the Unit Owner landlord and by each tenant. If a Unit Owner grants the exclusive right of possession to his or her Unit to a third party, other than by a lease or rental agreement, such third party shall be considered a tenant for the purposes of this Section 10.3 and the Unit Owner and such third party shall execute the addendum, whether or not they execute a lease. No later than the time the tenant first occupies the Unit, the Unit Owner shall furnish the Association with a copy of the addendum, executed by the parties, together with any other documents and information which the addendum requires to be furnished to the Association.

The addendum may include, but shall not be limited to, the following:

- (i) A requirement that the Association be notified of the names, work addresses, telephone numbers, and motor vehicle information for all tenants and occupants.
- (ii) A requirement that the Unit Owner furnish the tenant with a copy of the Documents and Rules of the Association and an acknowledgment by each tenant that he or she has received them.
- (iii) An acknowledgment by each tenant that he or she is aware that the Unit is located in the Common Interest Community and that he or she agree to be bound by the terms of the Documents and Rules as if these terms were contained in the lease.

- (iv) An agreement by the tenant that the Association has all of the same enforcement powers against the tenant as it has against the Unit Owner landlord, including the power to fine after Notice and Hearing.
- (v) An agreement by the tenant and the Unit Owner landlord that if the tenant violates any of the provisions of the Documents, the Rules, or the Act, the Association has the same power to bring a summary process action against the tenant that the Unit Owner landlord has for a violation of the lease.
- (vi) An agreement by the tenant and the Unit Owner that they will be jointly and severally liable to the Association for any assessment against the Unit, including but not limited to fines, attorneys' fees and costs, charges resulting from misconduct, and any other sums that may be due to the Association, as a result of the tenant's occupancy of the Unit or the tenant's conduct or the conduct of the members of his or her household or guests in the Common Interest Community.
- (vii) An agreement that copies of any notice relating to the occupancy of the Unit or the Common Interest Community by the tenant which the Association is required to give or may choose to give may, at the Association's option, be given to both the Unit Owner and the tenant.
- (viii) An agreement by the Unit Owner landlord and the tenant that the Association shall not be liable to either of them for any action it takes in good faith to enforce the terms of the Documents, the Rules or the Act against the tenant including, but not limited to, bringing a summary process action.

10.3.6 All Units currently being leased upon the date of the adoption of this amendment may continue to be leased until such time as those Units are sold, at which time they shall become subject to all the provisions hereof.

This amendment shall take effect upon recordation on the Kent Land Records.

**ARTICLE XI
EASEMENTS AND LICENSES**

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

**ARTICLE XII
ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS**

- 12.1 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 the Declarant's exercise of Development Rights. The allocations shall be made by amendments to this Declaration.
- 12.2 Reallocation of Depicted Limited Common Elements.** It is not anticipated that Limited Common Elements depicted on the Survey and Plan shall be reallocated.

**ARTICLE XIII
ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

- 13.1 Additions, Alterations and Improvements by Unit Owners.** All additions, alterations and improvements by a Unit Owner shall be made in accordance with the provisions of Article X and Article XIII.
- 13.1.1 A Unit Owner:**
- 13.1.1.1** May make any improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
 - 13.1.1.2** May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of The Executive Board;

13.1.1.3 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 Community Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

13.2 A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1.1.2. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

ARTICLE XIV

RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

14.1 **Application and Amendment.** Subject to Zoning and Subdivision Regulations of the Town of Kent, 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 (30) 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, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and grantee, and in the grantee's index in the name of the Association.

14.2 **Recording Amendments.** The Association shall prepare and record surveys and plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the costs of preparation of the amendment, surveys and plans and their recording.

ARTICLE XV

AMENDMENTS TO DECLARATION

15.1 **General.** Except as prohibited below, the Declaration, including the Survey and Plan, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated; provided that no amendment affecting the rights and obligations of the garages and their Unit

Owners and the permitted uses therein may be made in the absence of the consent of sixty-seven 67% percent of the Unit Owners assigned to the garages.

- 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 (1) year after the amendment is recorded.
- 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.
- 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.
- 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.
- 15.6 Special Declarant Rights.** Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.
- 15.7 Consent of Holders of Security Rights.** Amendments are subject to the consent requirements of Article XVIII.

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, provided that no amendment affecting the rights and obligations of the garages and their Unit Owners and the permitted uses therein may be made in the absence of the consent of 67% of the Unit Owners utilizing the garages.

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

- 18.1 Introduction.** This article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution of, any other provisions of the Common Interest Community, but in the case of conflict, this Article shall control.
- 18.2 Percentage of Eligible Mortgagees.** Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.
- 18.3 Notice of Actions.** The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:
- 18.3.1** 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 Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
 - 18.3.2** Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
 - 18.3.3** Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
 - 18.3.4** Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.
 - 18.3.5** Any judgment rendered against the Association.
- 18.4 Prior Consent Required.**
- 18.4.1 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 18.4.1 may be adopted without the vote of at least sixty-seven (67%) percent of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved in writing by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). The foregoing approval requirement does not apply to amendments effected by the exercise of any

Development Right. "Material" includes, but is not limited to, any provision affecting:

- 18.4.1.1 Assessments, assessment liens or subordination of assessment liens;
- 18.4.1.2 Voting rights;
- 18.4.1.3 Reserves for maintenance, repair and replacement of Common Elements;
- 18.4.1.4 Responsibility for maintenance and repairs;
- 18.4.1.5 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);
- 18.4.1.6 Rights to use Common Elements and Limited Common Elements;
- 18.4.1.7 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);
- 18.4.1.8 Convertibility of Units into Common Elements or Common Elements into Units;
- 18.4.1.9 Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
- 18.4.1.10 Insurance or fidelity bonds;
- 18.4.1.11 Leasing of Units ;
- 18.4.1.12 Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Units;
- 18.4.1.13 Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- 18.4.1.14 Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
- 18.4.1.15 Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and

18.4.1.16 Any provision that expressly benefits mortgage holders, insurers or guarantors.

18.4.2 Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one (51%) percent of the Eligible Mortgagees or such higher percentage as set forth herein:

18.4.2.1 Convey or encumber the Common Elements or any portion thereof, as to which an eighty (80%) percent 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 shall not be deemed a conveyance or encumbrance within the meaning of this clause;

18.4.2.2 The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

18.4.2.3 The restoration or repair of the Property after a hazard damage or partial condemnation in a manner other than that specified in the Instruments;

18.4.2.4 Termination of the Common Interest Community as to which a sixty-seven (67%) percent Eligible Mortgagee approval is required;

18.4.2.5 The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

18.4.2.6 The merger of this Common Interest Community with any other Common Interest Community;

18.4.2.7 The creation of any additional improvements on any portion of the Common Elements which is subject to any Development Rights;

18.4.2.8 The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year;

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

18.4.2.10 Any action taken not to repair or replace the property.

- 18.4.3 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.
- 18.5 **Development Rights and Special Declarant Rights.** No Development Rights may be exercised unless all persons holding security interests in the Property which are senior to the Declaration or security interests in the Development Rights consent to the amendment.
- 18.6 **Inspection of Books.** The Association shall permit any eligible mortgagee and eligible insurer to inspect the books and records of the Association during normal business hours.
- 18.7 **Financial Statements.** The Association shall provide, upon written request, each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:
- 18.7.1 The Common Interest Community contains fifty (50) or more Units; or
- 18.7.2 Any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.
- 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.
- 18.9 **Attendance at Meetings.** Any representative of an Eligible Mortgagee or eligible insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 19.1 **Apportionment of Common Expenses.** Except as provided in Section 19.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit A-2.
- 19.2 **Common Expenses Attributable to Fewer than all Units.**
- 19.2.1 Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- 19.2.2 Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

- 19.2.3 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.
- 19.2.4 If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.
- 19.2.5 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.
- 19.2.6 Any Common Expense directly attributable to the garages shown on the Survey in common shall be assessed against the garages equally, as provided in Section 6.3.
- 19.2.7 Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements shall be assessed against the Unit or Units to which the Limited Common Element is assigned, but only for those Common Expenses for maintenance, repair and replacement of Limited Common Elements which this Declaration specifically provides are assessed against a Unit or Units as set forth in Article VI.
- 19.3 **Lien.**
- 19.3.1 The Association has a statutory lien in accordance with Section 47-258 of the Act 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.
- 19.3.2 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 (6) months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of mechanic's or materialmen's liens, or the priority of lien for other assessments made by the Association.
- 19.3.3 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.

- 19.3.4 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the 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 shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- 19.3.5 This section does not prohibit actions to recover sums for which subsection 19.3.1 of this section creates a lien or prohibit the association from taking a deed in lieu of foreclosure.
- 19.3.6 A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- 19.3.7 The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.
- 19.3.8 The Association's lien may be foreclosed in like manner as mortgage on real property.
- 19.3.9 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.
- 19.4 **Budget Adoption and Ratification.** Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.
- 19.5 **Ratification of Special Assessments.** If the Executive Board votes to levy a special assessment in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 19.4.
- 19.6 **Certificate of Payment of Common Expense Assessment.** The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

- 19.7 **Monthly Payment of Common Expenses.** All Common Expenses assessed under Section 19.1 and 19.2 shall be due and payable monthly. The annual Common Expense liability may not be increased during the period of Declarant's control without the consent of persons entitled to cast at least eighty percent (80%) of the Votes in the Association including eighty percent (80%) of the Votes allocated to Units not owned by a Declarant or an affiliate of the Declarant.

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

- 21.1 **Compliance with Instruments.** All Unit Owners, tenants, mortgagees and occupants of Units shall 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 shall bind any persons having at any time any interest or estate in such Unit.
- 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

- 22.1 **Maintaining Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall obtain and maintain insurance as required by the Act and the Declaration to the extent reasonably available.
- 22.2 **Property Insurance.**
- 22.2.1 The Association shall maintain property insurance on: a) The Common Elements;

- (b) The Units and all fixtures, equipment and any improvements and betterments, all as they existed on the date of the recording of the Declaration (or in the case of a Unit constructed by Declarant, on the date of declaration of such Unit), whether part of a Unit or a Common Element, including a Limited Common Element, but excluding land, excavations and the like; and
- (c) All personal property owned by the Association.

22.2.2 Amounts. The above coverage shall be for an amount at least equal to eighty percent (80%) of the actual cash value of the insured property, after application of deductibles at the time the insurance is purchased.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE ASSOCIATION SHALL NOT BE RESPONSIBLE TO MAINTAIN PROPERTY (FIRE AND OTHER HAZARD) INSURANCE ON THE PERSONAL PROPERTY WITHIN THE UNITS OR ANY IMPROVEMENTS MADE BY A UNIT OWNER TO A UNIT. EACH UNIT OWNER SHALL OBTAIN HIS OR HER OWN PROPERTY (FIRE AND OTHER HAZARD) INSURANCE POLICY ON SAID PERSONAL PROPERTY AND IMPROVEMENTS AND SHALL PROVIDE EVIDENCE OF SUCH INSURANCE TO THE ASSOCIATION ON AN ANNUAL BASIS.

22.2.3 Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

22.2.4 Other Provisions. Insurance policies required by this Section shall provide that:

22.2.4.1 The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

22.2.4.2 No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

- 22.2.4.3 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;
 - 22.2.4.4 Loss shall be adjusted with the Association;
 - 22.2.4.5 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 the Association, each Unit Owner and such Unit Owner's mortgagee, as their interest may appear;
 - 22.2.4.6 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 addresses.
- 22.3 Liability Insurance.** The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not 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.
- 22.4 Other Provisions.** Insurance policies carried pursuant to Section 22.2 shall provide that:
- 22.4.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
 - 22.4.2 The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;
 - 22.4.3 No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
 - 22.4.4 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.
 - 22.4.5 Insurance Not Reasonably Available. If the insurance described in Sections 22.2 or 22.3 is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners.
 - 22.4.6 Payment of Insurance Proceeds. All losses covered by the property policy under Section 22.2 shall be adjusted with the Association, but the insurance proceeds for that

loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article XXIII, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

- 22.4.7 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.
- 22.4.8 Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and Officers of the Association in such limits as the Executive Board may, from time to time, determine.
- 22.4.9 Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.
- 22.4.10 Insurance Certificates. An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or holder of a security interest.

ARTICLE XXIII DAMAGE TO OR DESTRUCTION OF PROPERTY

- 23.1 Duty to Repair or Restore. Any portion of the Common Interest Community for which insurance is required under Article XXII which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (A) the Common Interest Community is terminated, in which case Section 47-237 of the Act applies, (B) repair or replacement would be illegal under any state or local statute or ordinance governing zoning, health or safety or otherwise, or (C) eighty (80%) percent of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. The Units will be constructed as are the Units in the area designated as "Subject to Future Development Rights" on the survey and on the land set forth on Exhibit A-5 to the Declaration indicated as real property which may be added to the community. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

- 23.2 **Distribution of Insurance Proceeds.** If the entire Common Interest Community is not repaired or replaced, (A) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and (B) except to the extent that other persons will be distributes, (i) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interest may appear, and (ii) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.
- 23.3 **Determination not to Repair or Restore.** 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 7 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration affecting the reallocations.
- 23.4 **Certificates by the Executive Board.** Third parties may rely on the following certifications in writing made by the Executive Board:
- 23.4.1 Whether or not damaged or destroyed Property is to be repaired or restored;
- 23.4.2 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.
- 23.5 **Certificates by Attorneys.** If payments are to be made to Unit Owners or mortgages, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town or Towns within which the Common Interest Community is located from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgages.

ARTICLE XXIV RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

- 24.1 **Right to Notice and Comment.** Before the Executive Board amends the Bylaws or the Rules, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

- 24.2 **Right to Notice and Hearing.** Whenever the Instruments require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.
- 24.3 **Appeals.** Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV OPEN MEETINGS

- 25.1 **Access.** All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided.
- 25.2 **Notice.** Notice of every such meeting shall be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Association, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.
- 25.3 **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:
- 25.3.1 No action is taken at the executive session requiring the affirmative vote of Directors; or
- 25.3.2 The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXVI EXECUTIVE BOARD POWERS AND LIMITATIONS

The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community. The Executive Board may not act on behalf of the Association to amend the 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 the Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

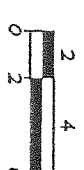
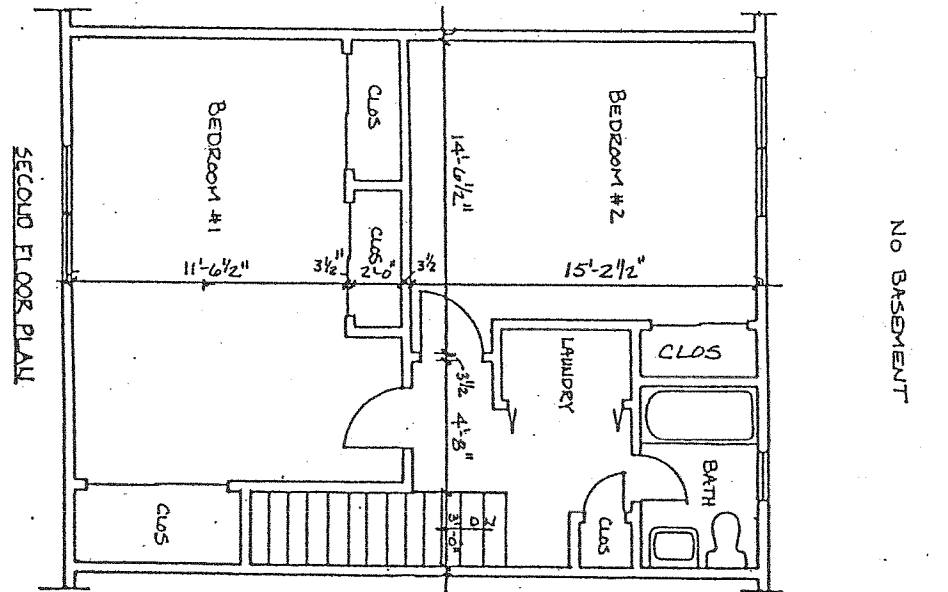
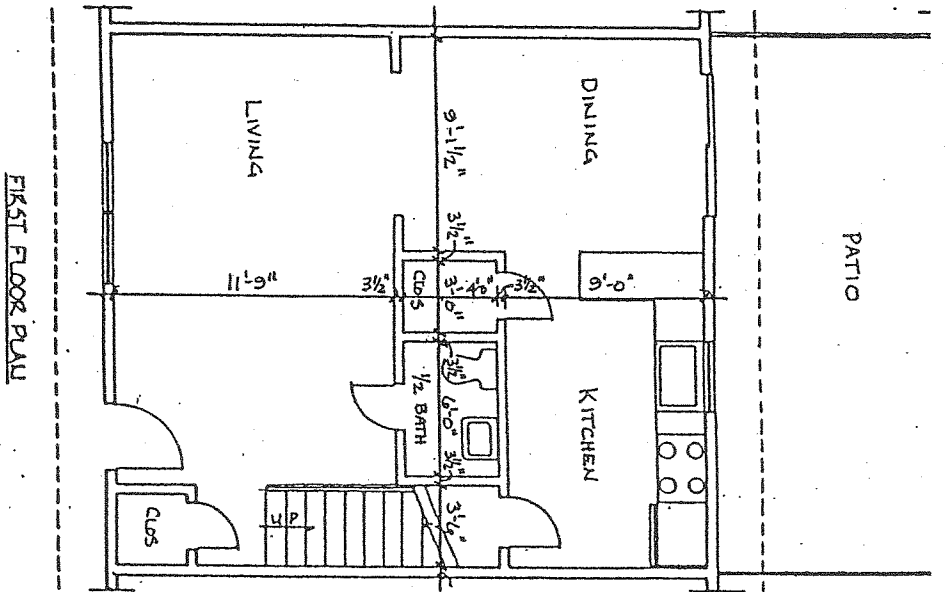
ARTICLE XXVII MISCELLANEOUS

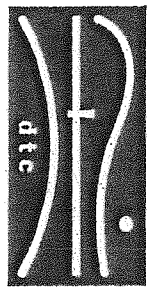
- 27.1 **Captions.** The captions contained in the Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Instruments nor the intent of any provision thereof.
- 27.2 **Gender.** The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.
- 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.
- 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 shall continue in full force and effect.
- 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 shall control. In the event of any conflict between this Declaration and any other instrument, this Declaration shall control.
- 27.6 **Execution of Documents.** The President or Secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Instruments.

EXHIBIT A-4
Plans

The Plans entitled "PROPERTY: RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT; OWNER; BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C." DATE JUNE 03, 2003 prepared by Diversified Technology Consultants, which Plans contain 13 sheets. Said 13 sheets are as follows:

Sheet 1	Two Bedroom Unit / First & Second Floor Plans / Units 1, 2 & 3
Sheet 2	One Bedroom Unit / First & Second Floor Plans / Units 4 & 5
Sheet 3	One Bedroom Unit / First & Second Floor Plans / Units 6 & 7
Sheet 4	Two Bedroom Unit / Basement Plan / Units 8, 9, 10, 12, 13 & 14
Sheet 5	Two Bedroom Unit / First & Second Floor Plans / Units 8, 9, 10 & 12 – 20
Sheet 6	Three Unit Building / First & Second Floor Plans / Units 1, 2 & 3
Sheet 7	Four Unit Building / First & Second Floor Plans / Units 4, 5, 6 & 7
Sheet 8	Three Unit Building / Basement Plan / Units 8, 9 & 10
Sheet 9	Three Unit Building / First & Second Floor Plans / Units 8, 9 & 10
Sheet 10	Three Unit Building / Basement Plan / Units 12, 13 & 14
Sheet 11	Three Unit Building / First & Second Floor Plans / Units 12, 13 & 14
Sheet 12	Six Unit Building / First & Second Floor Plans / Units 15 – 20
Sheet 13	Garage Building / Garage Units A - F & Storage



<p>SHEET CONTENT:</p> <p>TWO BEDROOM UNIT FIRST & SECOND FLOOR PLANS UNITS 1, 2 & 3</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>		<p>DATE: JUNE 03, 2003</p> <p>SHEET: 1</p> <p>OF 13</p>
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REFERENCES:

RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/80

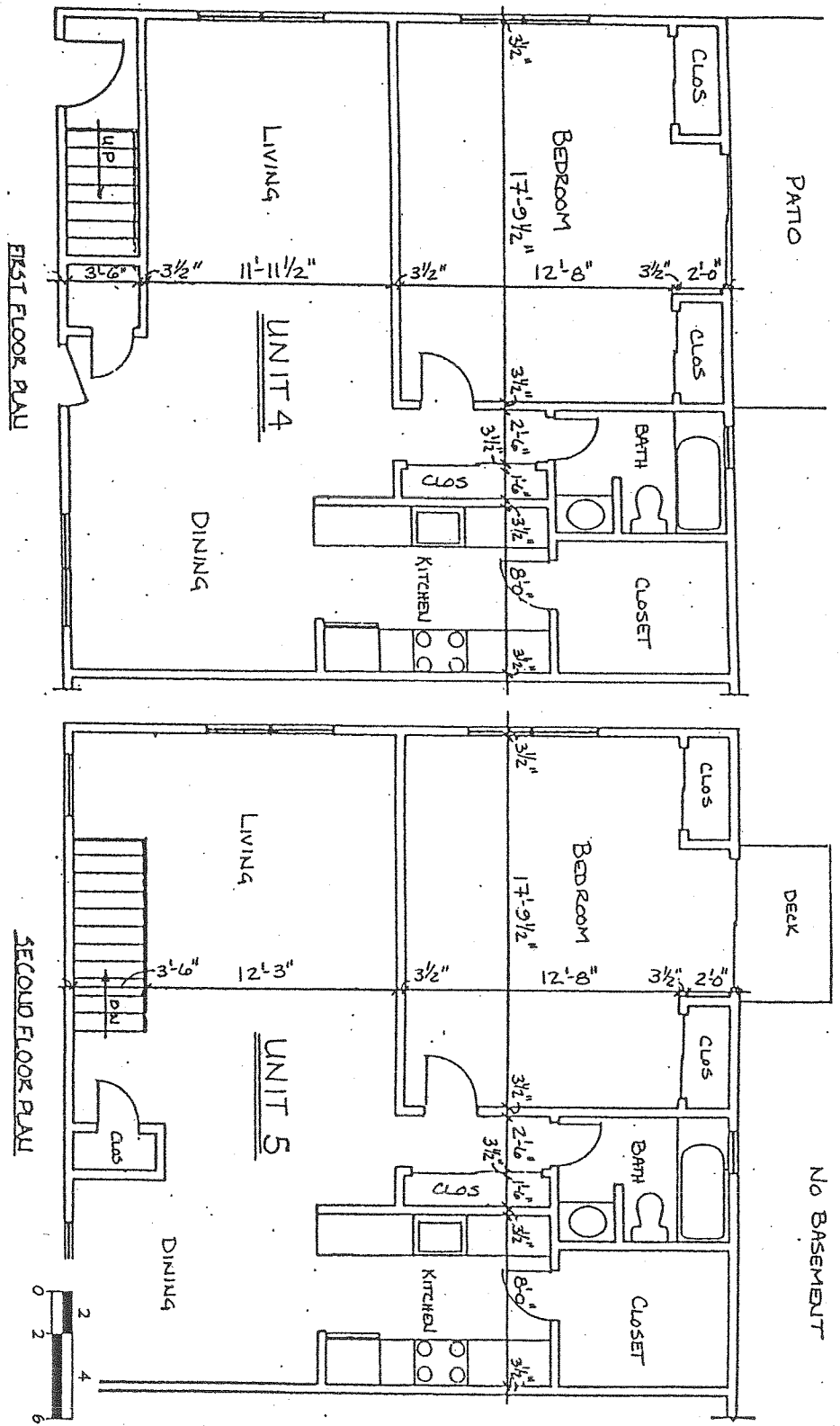
RIVERVIEW COMMONS, MICHAEL RORRMAN, SURVEYOR 7/03

DTC PROJECT NUMBER: 02114

STATE OF CONNECTICUT
MURALI D. HALURU
REGISTERED PROFESSIONAL ENGINEER

SEAL: [Signature]

SIGNED:



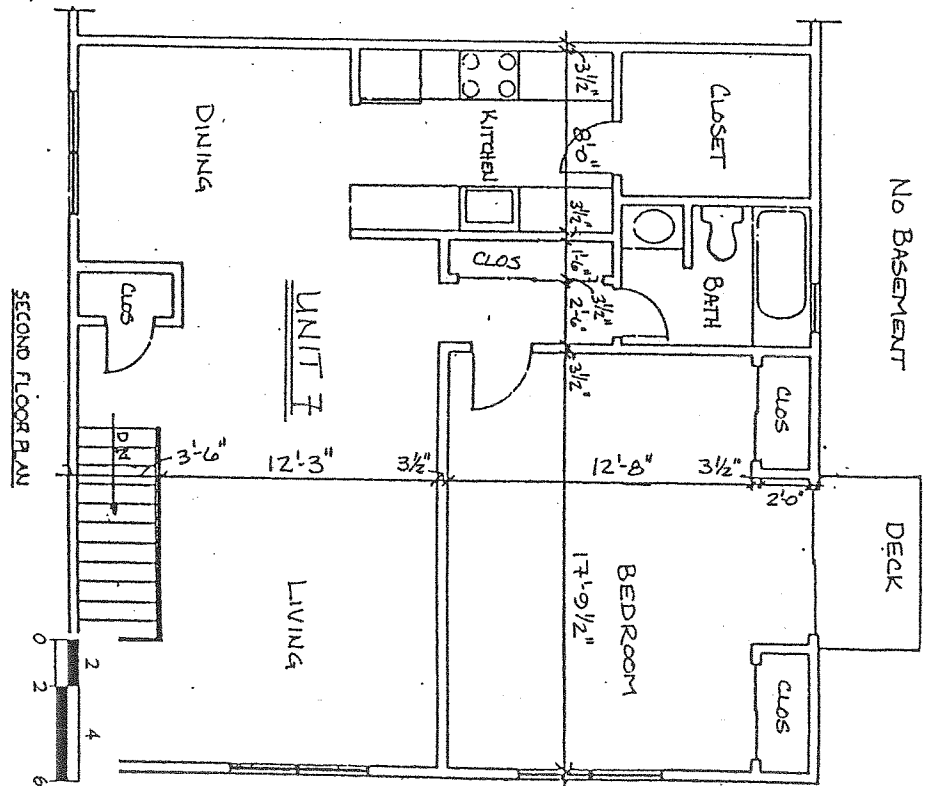
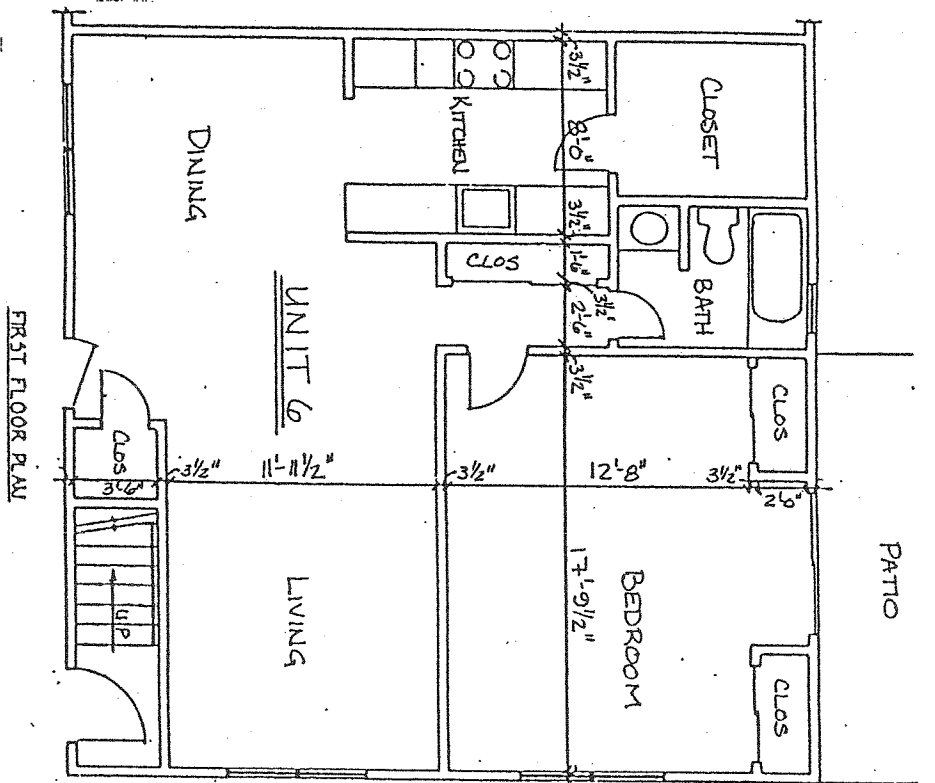
<p>SHEET CONTENT:</p> <p>ONE BEDROOM UNIT FIRST & SECOND FLOOR PLANS UNITS 4 & 5</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>	<p>DESIGNED BY:</p> <p>dtc DIVERSIFIED TECHNOLOGY CONSULTANTS 360 WASHINGTON AVENUE, BRANHAVEN CT 06417 203 239 4299 203 234 7279 FAX</p>	<p>STATE OF CONNECTICUT MICHAEL J. RORER REGISTERED PROFESSIONAL ENGINEER No. 11669</p> <p>DATE: JUNE 01, 2003 SHEET: 2 DTC PROJECT NUMBER: 02214</p>
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REFERENCES:

RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/80

RIVERVIEW COMMONS, MICHAEL RORER, SUPERVISOR 7/03

2 OF 13



SHEET CONTENT:

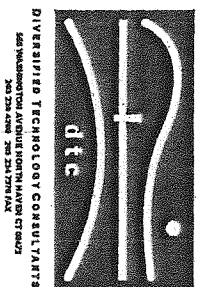
ONE BEDROOM UNIT
FIRST & SECOND FLOOR PLANS
UNITS 6 & 7

PROPERTY:

RIVERVIEW COMMONS,
16 ELIZABETH STREET
KENT, CONNECTICUT

OWNER:

BRANHAVEN RIVER
AND FARM
PROPERTIES, L.L.C.

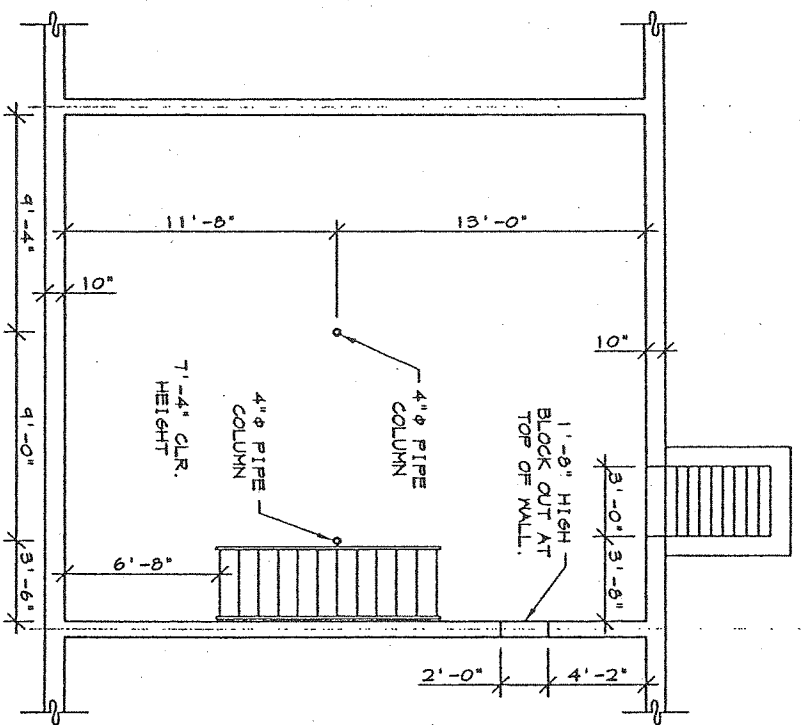


REFERENCES:
RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/80
RIVERVIEW COMMONS, MICHAEL ROBMAN, SUPERIOR 7/03

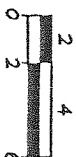
DTIC PROJECT NUMBER:
03214

DATE: JUNE 03, 2003
SHEET: 3 OF 13

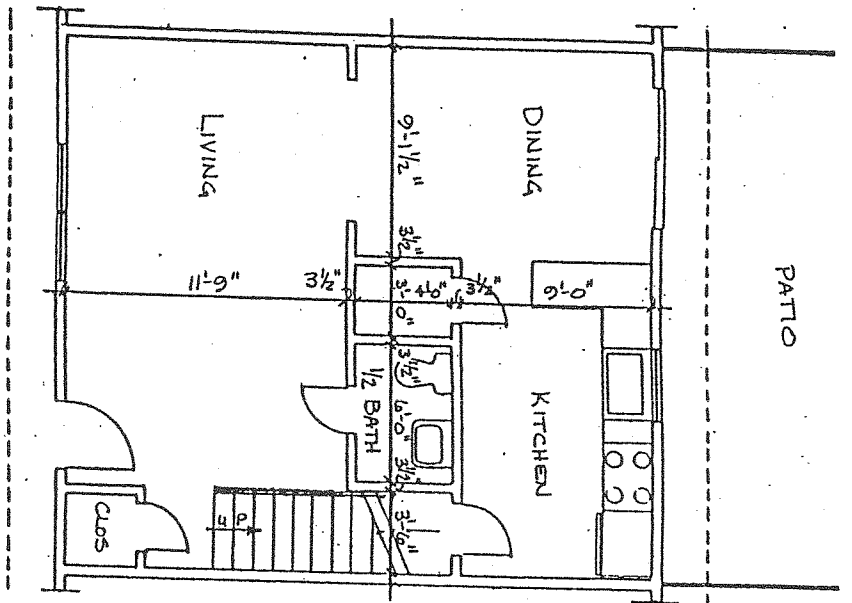
STATE OF CONNECTICUT
MURRAY O. ATWOOD
REGISTERED PROFESSIONAL ENGINEER
No. 11568
SEAL
SIGNED:



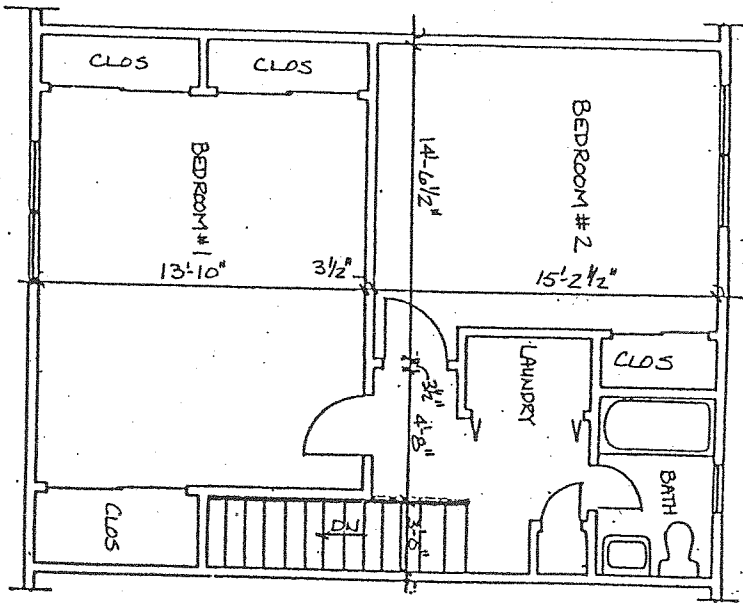
BASEMENT PLAN



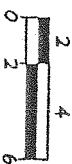
<p>SHEET CONTENT:</p> <p>TWO BEDROOM UNIT BASEMENT PLAN UNITS 8, 9, 10, 12, 13 & 14</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>	<p>DESIGNED BY:</p> <p>DTIC</p> <p>DIVERSIFIED TECHNOLOGY CONSULTANTS 300 VANDERBILT AVENUE, SUITE 1000, NEW YORK, NY 10017 212 300 4200 212 300 7294 FAX</p>	<p>STATE OF CONNECTICUT MURRAY ALBURY REGISTERED PROFESSIONAL ENGINEER No. 10668</p>	<p>DATE: JUNE 03, 2003 SHEET: 4 OF 13</p>
	<p>REFERENCES:</p> <p>RIVERVIEW TOWNHOUSE CONDO, STONE, SMITH ARCHITECT 1/86 RIVERVIEW COMMONS, MICHAEL HORDON, SURVEYOR 7/03</p>	<p>DTIC PROJECT NUMBER</p> <p>03214</p>			



FIRST FLOOR PLAN



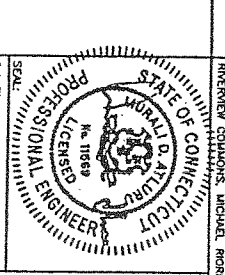
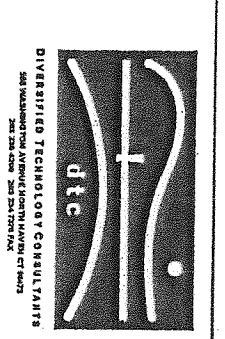
SECOND FLOOR PLAN



SHEET CONTENT:
TWO BEDROOM UNIT
FIRST & SECOND FLOOR PLANS
UNITS 8, 9, 10 & 12 - 20

PROJECT:
RIVERVIEW COMMONS,
16 ELIZABETH STREET
KENT, CONNECTICUT

OWNER:
BRANHAVEN RIVER
AND FARM
PROPERTIES, L.L.C.

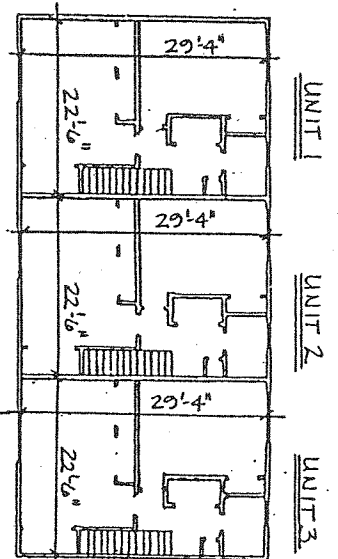


DATE: JUNE 03, 2003
SHEET: 5
OF 13

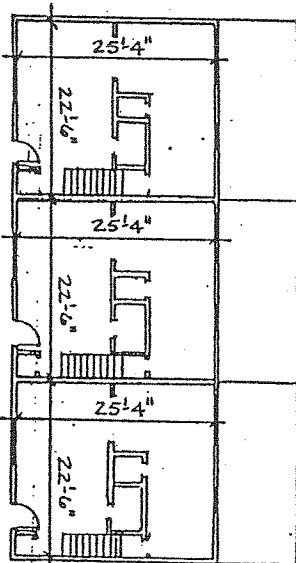
REFERENCES:
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RIVERVIEW COMMONS, MICHAEL MOROZOV, SURVEYOR 7/03

DTC PROJECT NUMBER:
02214

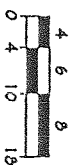
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SECOND FLOOR PLAN



FIRST FLOOR PLAN



REFERENCES:

INTERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/80
INTERVIEW TOWNHOUSE, MICHAEL MORROW, SURVEYOR 7/03

DTIC PROJECT NUMBER: 02114

DATE: JUNE 03, 2003

SHEET:

6

OF 13

OWNER:

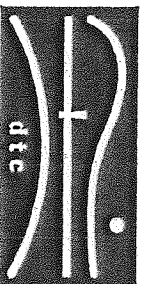
BRANHAVEN RIVER
AND FARM
PROPERTIES, L.L.C.

PROPERTY:

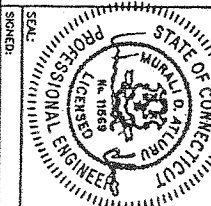
RIVERVIEW COMMONS,
16 ELIZABETH STREET
KENT, CONNECTICUT

SHEET CONTENT:

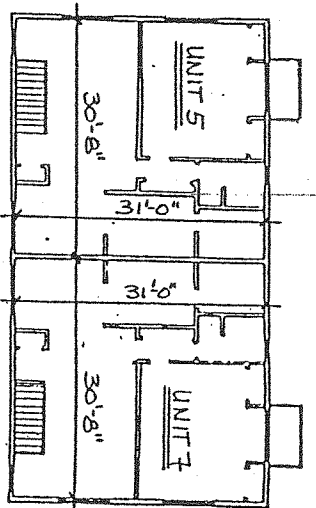
THREE UNIT BUILDING
FIRST & SECOND FLOOR PLANS
UNITS 1, 2 & 3



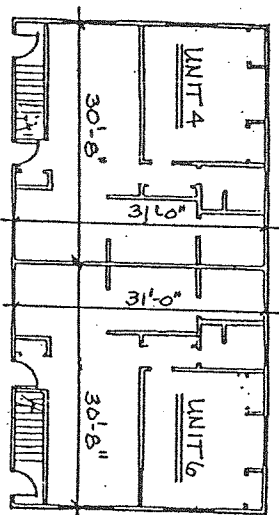
DIVERSIFIED TECHNOLOGY CONSULTANTS
565 WASHINGTON AVENUE NORTH HAVEN, CT 06460
203 239 4200 203 239 7700 FAX



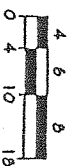
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SECOND FLOOR PLAN



FIRST FLOOR PLAN



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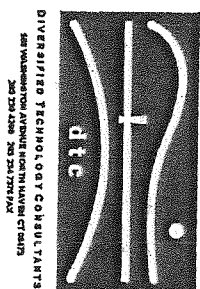
FOUR UNIT BUILDING
FIRST & SECOND FLOOR PLANS
UNITS 4, 5, 6 & 7

PROPERTY:

RIVERVIEW COMMONS,
16 ELIZABETH STREET
KENT, CONNECTICUT

OWNER:

BRANHAVEN RIVER
AND FARM
PROPERTIES, L.L.C.



REFERENCES:

RIVERVIEW TOWNHOUSE CONDO, STEVE SAITH ARCHITECT 1/00
RIVERVIEW COMMONS, MICHAEL, ROBSON, SURFICOR 7/03

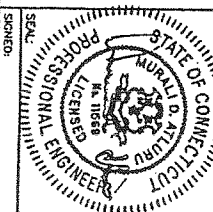
DTC PROJECT NUMBER:
03214

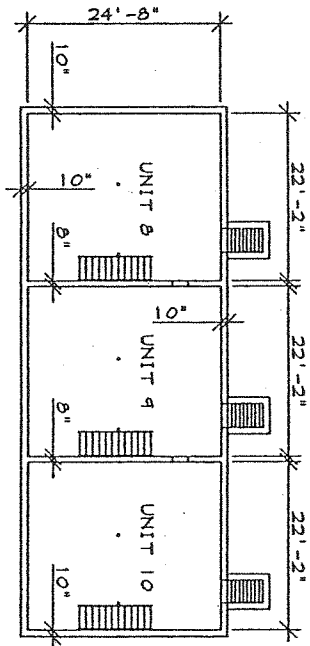
DATE: JUNE 03, 2003

SHEET:

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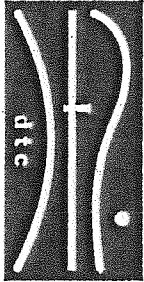
OF 13



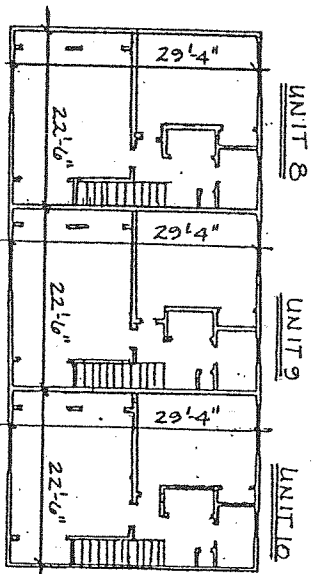


BASEMENT PLAN

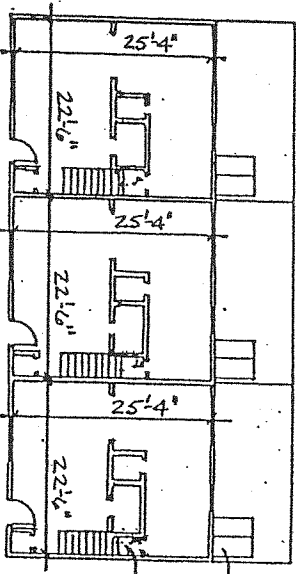


<p>SHEET CONTENT:</p> <p>THREE UNIT BUILDING BASEMENT PLAN UNITS 8, 9 & 10</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>	<p>DESIGNED BY</p>  <p>OVERSIZED TECHNOLOGY CONSULTANTS 505 WASHINGTON AVENUE NORTH HAVEN, CT 06460 203 326 4266 203 324 7759 FAX</p>	<p>REFERENCES:</p> <p>RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1, RIVERVIEW COMMONS, MICHAEL RORRISON, SURVEYOR 7/03</p> <p>DTC PROJECT NUMBER 02314</p> <p>DATE: JUNE 03, 20 SHEET: 8 OF 13</p>
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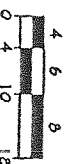
BASEMENT



SECOND FLOOR PLAN



FIRST FLOOR PLAN



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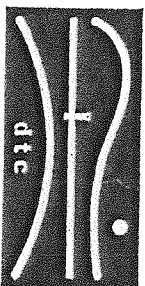
THREE UNIT BUILDING
FIRST & SECOND FLOOR PLANS
UNITS 8, 9 & 10

PROPERTY:

RIVERVIEW COMMONS,
16 ELIZABETH STREET
KENT, CONNECTICUT

OWNER:

BRANHAVEN RIVER
AND FARM
PROPERTIES, L.L.C.



545 WASHINGTON AVENUE, SUITE 100, HARTFORD, CT 06103
203.261.4200 203.261.2771 FAX

REFERENCES:

RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/90
RIVERVIEW COMMONS, MICHAEL ROROWAN, SURVEYOR 7/03

DTC PROJECT NUMBER:

02214

DATE: JUNE 03, 2003

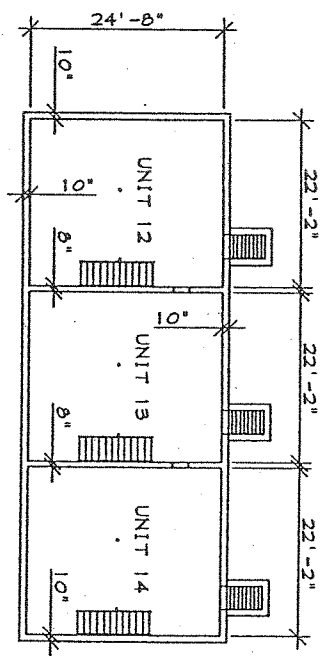
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9

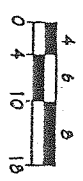
OF 13

SEAL

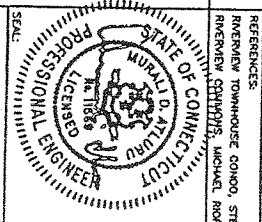
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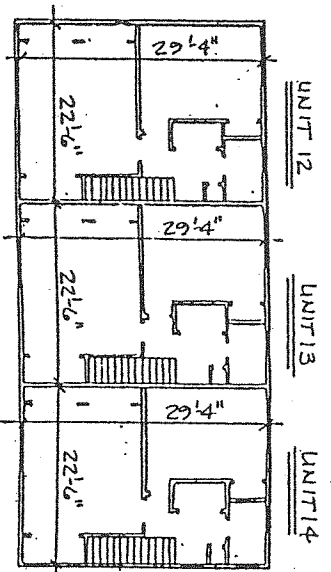
BASEMENT PLAN



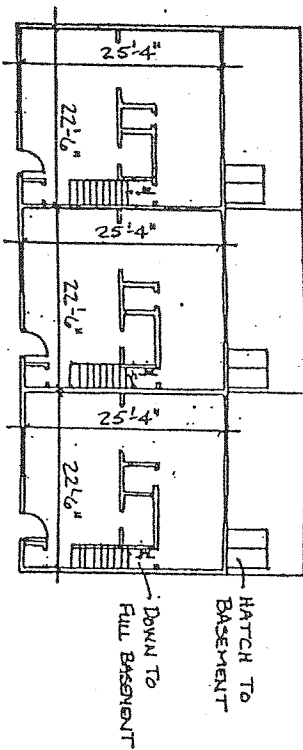
<p>SHEET CONTENT:</p> <p>THREE UNIT BUILDING BASEMENT PLAN UNITS 12, 13 & 14</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>	<p>diversified technology consultants d t c 166 WASHINGTON AVENUE NORTH HAVEN, CT 06460 203.234.4200 203.234.7299 FAX</p>	<p>REFERENCES: RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/99 RIVERVIEW COMMONS, MICHAEL ROROW, SUPERVISOR 7/03</p> <p>DTIC PROJECT NUMBER: 03214</p> <p>DATE: JUNE 03, 2003</p> <p>SHEET: 10 OF 13</p>
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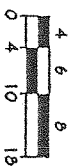
BASEMENT



SECOND FLOOR PLAN



FIRST FLOOR PLAN

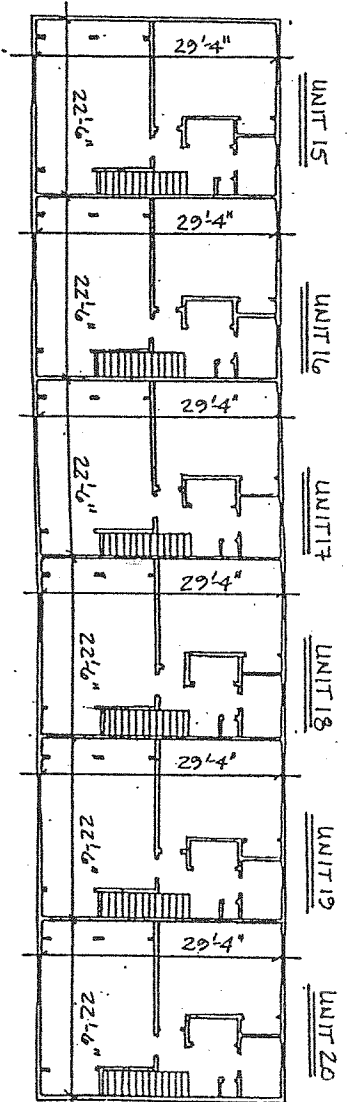


<p>SHEET CONTENT:</p> <p>THREE UNIT BUILDING FIRST & SECOND FLOOR PLANS UNITS 12, 13 & 14</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>	<p>diversified technology consultants 585 WASHINGTON AVENUE, SUITE 1000 NEW HAVEN, CT 06511</p>	<p>STATE OF CONNECTICUT MURRAY O. ALLEN REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 10563</p> <p>DATE: JUNE 03, 2003 SHEET: 11 PROJECT NUMBER: 03214</p>
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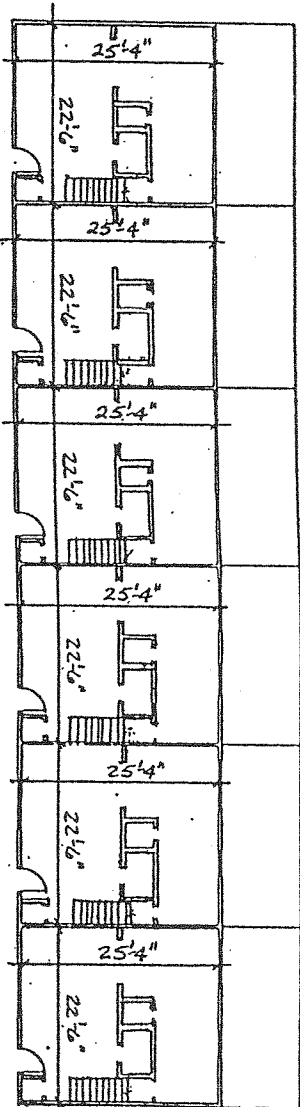
REFERENCES:

RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/80
RIVERVIEW COMMONS, MICHAEL ROROW, SURVEYOR 7/03

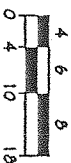
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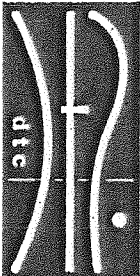


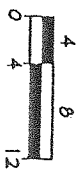
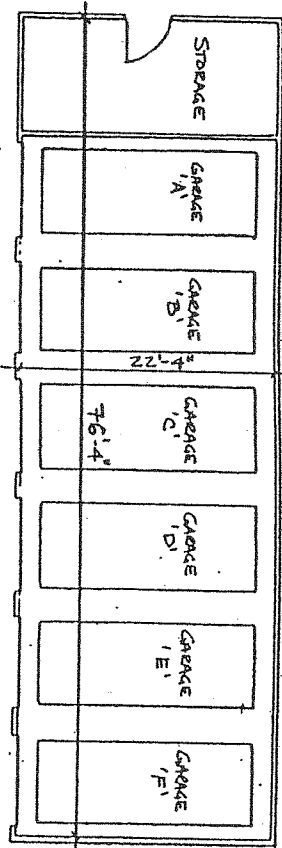
SECOND FLOOR PLAN



FIRST FLOOR PLAN



<p>SHEET CONTENT:</p> <p>SIX UNIT BUILDING FIRST & SECOND FLOOR PLANS UNITS 15 - 20</p>	<p>PROPERTY:</p> <p>RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT</p>	<p>OWNER:</p> <p>BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C.</p>	 <p> <small> DIVERSIFIED TECHNOLOGY CONSULTANTS 540 WASHINGTON AVENUE NORTH HAVEN, CT 06460 203 779 4200 203 724 2700 FAX </small> </p>	<p>REFERENCES:</p> <p>RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/8 RIVERVIEW COMMONS, MICHAEL RORDAN, SURVEYOR 7/03</p> <p>DATE: JUNE 03, 2006 SHEET: 12 OF 13</p> <p>DTC PROJECT NUMBER 03214</p> <p>STATE OF CONNECTICUT MURRAY D. ARNONE REGISTERED PROFESSIONAL ENGINEER NO. 11068 SEAL SIGNED:</p>
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SHEET CONTENT:

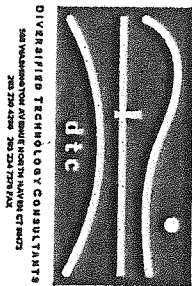
GARAGE BUILDING
GARAGE UNITS A - F & STORAGE

PROPERTY:

RIVERVIEW COMMONS,
16 ELIZABETH STREET
KENT, CONNECTICUT

OWNER:

BRANHAVEN RIVER
AND FARM
PROPERTIES, L.L.C.



<p>REFERENCES: RIVERVIEW TOWNHOUSE CONDO, STEVE SMITH ARCHITECT 1/80 RIVERVIEW COMMONS, MICHAEL ROROW, SUPERVISOR 1/03</p>	
<p>DTG PROJECT NUMBER: 02214</p>	<p>DATE: JUNE 03, 2003</p>
<p>SHEET: 13 OF 13</p>	

Certificate

I hereby certify, to the best of my knowledge and belief that all structural components of the buildings containing the Units of Riverview Commons are substantially completed in accordance with the Survey attached to the Declaration as Exhibit A-3 entitled "SURVEY OF 'RIVERVIEW COMMONS' A COMMON INTEREST COMMUNITY #16 ELIZABETH STREET, KENT, CONNECTICUT" dated May 20 2003 and revised through July 9, 2003, prepared and certified by Michael J. Riordan and filed or to be filed in the office of the Town Clerk of the Town of Kent, Connecticut, and the Plans attached as Exhibit A-4 entitled "PROPERTY: RIVERVIEW COMMONS, 16 ELIZABETH STREET KENT, CONNECTICUT; OWNER: BRANHAVEN RIVER AND FARM PROPERTIES, L.L.C." DATE JUNE 03, 2003 prepared by Diversified Technology Consultants, which Plans contain 13 sheets, numbered 1-13. (all of the foregoing referred to as the "Plans"). Said sheets 1-13 are as follows:

Sheet 1	Two Bedroom Unit / First & Second Floor Plans / Units 1, 2 & 3
Sheet 2	One Bedroom Unit / First & Second Floor Plans / Units 4 & 5
Sheet 3	One Bedroom Unit / First & Second Floor Plans / Units 6 & 7
Sheet 4	Two Bedroom Unit / Basement Plan / Units 8, 9, 10, 12, 13 & 14
Sheet 5	Two Bedroom Unit / First & Second Floor Plans / Units 8, 9, 10 & 12 – 20
Sheet 6	Three Unit Building / First & Second Floor Plans / Units 1, 2 & 3
Sheet 7	Four Unit Building / First & Second Floor Plans / Units 4, 5, 6 & 7
Sheet 8	Three Unit Building / Basement Plan / Units 8, 9 & 10
Sheet 9	Three Unit Building / First & Second Floor Plans / Units 8, 9 & 10
Sheet 10	Three Unit Building / Basement Plan / Units 12, 13 & 14
Sheet 11	Three Unit Building / First & Second Floor Plans / Units 12, 13 & 14

Sheet 12 Six Unit Building / First & Second Floor Plans / Units 15 - 20

Sheet 13 Garage Building / Garage Units A - F & Storage

I hereby certify that the above Plans contain all of the information required by Section 29 of the Common Interest Ownership Act of the Connecticut General Statutes relating to Plans.

DIVERSIFIED TECHNOLOGY CONSULTANTS, INC.



By: _____

Registered Engineer

Registration No. 11569

Dated: 7/23/03

EXHIBIT A-5
Expansion Land

The following two pieces or parcels of land shown on the survey entitled 'RIVERVIEW COMMONS' A COMMON INTEREST COMMUNITY #16 ELIZABETH STREET, KENT, CONNECTICUT" dated May 20 2003 and revised through July 9, 2003, prepared and certified by Michael J. Riordan and filed or to be filed in the office of the Town Clerk of the Town of Kent, map as a) "SUBJECT TO FUTURE DEVELOPMENT RIGHTS" and b) "THIS AREA SUBJECT TO FUTURE DEVELOPMENT RIGHTS" and described as follows:

- a) Beginning at a point on the northerly side of Elizabeth Street, said point is the south easterly corner of the land of Branhaven River and Farm Properties, L.L.C., thence running North $79^{\circ} - 11' - 47''$ West 199.199 feet to the true point and place of beginning of the herein described area, thence running North $45^{\circ} - 42' - 43''$ West 52.319 feet thence turning and running, South $44^{\circ} - 34' - 46''$ West 40.303 feet, thence turning and running South $46^{\circ} - 07' - 27''$ East 52.199 feet, thence turning and running North $44^{\circ} - 45' - 23''$ East 39.928 feet to the point and place of beginning.
- b) Beginning at a point on the northerly side of Elizabeth Street, said point is the south easterly corner of the land of Branhaven River and Farm Properties, L.L.C., thence running South $46^{\circ} - 42' - 17''$ East 221.00 feet to the true point and place of beginning of the herein described area, thence running South $49^{\circ} - 06' - 22''$ West 94.80 feet, North $42^{\circ} - 46' - 14''$ West 39.50 feet, South $46^{\circ} - 58' - 11''$ West 100.946 feet, North $46^{\circ} - 10' - 19''$ West 185.820 feet, North $32^{\circ} - 29' - 51''$ East 109.66 feet, North $28^{\circ} - 48' - 03''$ East 85.62 feet and South $46^{\circ} - 42' - 17''$ East 283.26 feet to the point and place of beginning.

RIVERVIEW COMMONS
EXHIBIT B TO PUBLIC OFFERING STATEMENT
BYLAWS
OF
RIVERVIEW COMMONS ASSOCIATION, INC.