

DECLARATION
OF
RIVER WOODS AT DANBURY

Date: , 2005

Declarant:

Burton's Bridge, LLC
3 Shadowland Road
Sherman, Connecticut 06784

29. Equality of proportion of Limited Common Elements to Units created pursuant to any Development Right to the proportion existing in other parts of the Common Interest Community:

The Declarant makes no assurances that the proportion of Limited Common Elements to Units that may be created will be approximately equal to the proportion existing in other parts of the Common Interest Community.

30. Applicability of restrictions in the Declaration affecting use, occupancy and alienation of Units to any Units created pursuant to any Development Right:

The Declarant contemplates that all restrictions in the Declaration regarding the use, occupancy and alienation of Units will apply to any Units created pursuant to Development Rights reserved by the Declarant. No assurances, however, are made in that regard.

31. Applicability of assurances made pursuant to Section 47-265 of the Act in the event that any Development Right is not exercised by the Declarant:

The assurances that the Declarant has made with respect to the quality of construction and the residential usage of Units which may be created apply only to the extent that Units are created. In the event that any Development Right reserved by the Declarant to construct any Unit is not exercised within twenty-one (21) years after the recording of the Declaration, such Development Right shall lapse, and, thereafter, if no construction activity is being undertaken by the Declarant, that portion of the Common Elements will be available for use by the Association without restriction. So long as a Development Right exists but is not exercised those areas may not be conveyed or separately encumbered by the Association.

A copy of the Declarant's New Home Construction Contractor certificate is annexed hereto as Exhibit J.

THE STATEMENTS SET FORTH IN THIS PUBLIC OFFERING STATEMENT ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND AND TO HIS OR HER PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

BURTON'S BRIDGE, LLC

By: 

Christian DaCunha
Its Manager

DECLARATION
OF
RIVER WOODS OF DANBURY

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Schedules to Declaration:

- Schedule A – Legal Description
- Schedule B – Plans
- Schedule C – Survey
- Schedule D – Allocated Interests

DECLARATION OF RIVER WOODS OF DANBURY
BY
BURTON'S BRIDGE, LLC

BURTON'S BRIDGE, LLC, a Connecticut limited liability company having an office and place of business at 3 Shadowland Road, Sherman, Connecticut 06784, hereinafter referred to as the Declarant, does hereby declare:

ARTICLE I

SUBMISSION OF PROPERTY

The Declarant hereby submits the land herein described in **Schedule A** and the improvements thereon to the condominium form of ownership and use in the manner provided by Section 47-200 et. seq. of the Connecticut General Statutes, as amended, herein called the Common Interest Ownership Act (the "Act"). This project is a condominium.

ARTICLE 2

DEFINITIONS

As used herein and unless the context otherwise requires, the following terms mean:

- (a) Act: The Common Interest Ownership Act, Section 47-200 et. seq. of the Connecticut Statutes, as the same may be amended from time to time.
- (b) Allocated Interests: The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Unit in River Woods of Danbury.
- (c) Association or Unit Owners' Association: The Unit Owners' association organized under the Act, which is River Woods of Danbury Association, Inc.
- (d) By-Laws: The By-Laws of the Association, as they may be amended from time to time.
- (e) Common Elements: All portions of River Woods of Danbury other than the Units.

(f) Common Expenses:

- (i) Expenditures made by or financial liabilities of the Association, together with any allocations to reserves;
- (ii) Expenses agreed upon as Common Expenses by the Association;
- (iii) Expenses declared to be Common Expenses by this Declaration, By-Laws or the Act.

(g) Common Interest Community: Real property described in a declaration with respect to which a person, by virtue of his or her ownership of a Unit, is obligated to pay for

- (i) real property taxes on;
- (ii) insurance premiums on;
- (iii) maintenance of; or
- (iv) improvement of any real property other than the Units described in this Declaration.

(h) Condominium: A Common Interest Community in which portions of the real property are designated for separate ownership and the remainder of the real property is designated for common ownership solely by the owners of those portions, and the undivided interests in the Common Elements are vested in the Unit Owners. River Woods of Danbury is a Condominium.

(i) Declarant: Burton's Bridge, LLC, A Connecticut limited liability company, or its successor, as defined in Section 47-202 (12) of the Act.

(j) Declaration: Any instruments, however denominated, that create a Common Interest Community, including any amendments to those instruments; this document, including any amendments.

(k) Development Rights: Any right or combination of rights reserved by a Declarant in this Declaration to:

- (i) add real property to a Common Interest Community;
- (ii) create Units, Common Elements, or Limited Common Elements within a Common Interest Community;

- (iii) subdivide Units or convert Units into Common Elements; or
- (iv) withdraw real property from a Common Interest Community.
- (l) Director: A member of the Executive Board.
- (m) Eligible Insurer: An insurer or guarantor of a first mortgage given certain rights to receive notice, approve amendments, and take actions provided in Article 18 hereof.
- (n) Eligible Mortgagee: A mortgagee given certain rights to receive notice, approve amendments and take actions provided in Article 18 hereof.
- (o) Executive Board: The body, if any, regardless of name, designated in the Declaration to act on behalf of the Association.
- (p) Identifying Number: A symbol or address that identifies only one Unit in a Common Interest Community.
- (q) Limited Common Element: A portion of the Common Elements allocated by this Declaration or by the Act for the exclusive use of one or more but fewer than all of the Units.
- (r) Notice and Comment: The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Article 24 hereof.
- (s) Notice and Hearing: The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Article 24 hereof.
- (t) Person: An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.
- (u) Plans: The plans filed with this Declaration or thereafter. Plans are part of this Declaration as **Schedule B**.
- (v) 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 and

ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

(w) Special Declarant Rights: Rights are reserved for the benefit of the Declarant which include (but are not limited to) the following:

- (i) the right (but not the obligation) to complete improvements indicated on Surveys and Plans filed with the Declaration;
- (ii) the right to exercise any Development Right;
- (iii) the right to maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (iv) the right to use easements through the Common Elements for the purpose of making improvements within the Common Interest Community;
- (v) the right to appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control.

(x) Survey: The survey filed with the Declaration, as it may be amended from time to time; the survey is part of the Declaration as **Schedule C**.

(y) Unit: A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Article 5 hereof.

(z) Unit Owner: A Declarant or other person who owns a Unit. In this Common Interest Community, Burton's Bridge, LLC is the initial owner of any Unit created by the Declaration.

ARTICLE 3

NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

This project is a condominium. The name by which this condominium is to be identified is "River Woods of Danbury". River Woods of Danbury Association, Inc. (hereinafter called the "Association") is a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the City of Danbury, County of Fairfield and State of Connecticut, the ownership of which is vested in the Unit Owners of River Woods of Danbury. Said corporation is not organized for profit.

ARTICLE 4

DESCRIPTION OF LAND

The legal description of the land owned by the Declarant, which is hereby submitted to the condominium form of ownership under the Act, is set forth in **Schedule A** attached hereto and made a part hereof. Such premises are subject to the encumbrances, easements, licenses, rights, privileges and restrictions set forth herein and in said **Schedule A** and, in addition to the foregoing, are subject to those easements as set forth in the Act. The land may also be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article 9 of this Declaration. The project is situated entirely in Danbury, Connecticut. The Survey of the land is annexed hereto as **Schedule C**.

ARTICLE 5

DESCRIPTION OF UNIT BOUNDARIES AND IDENTIFICATION OF UNITS; MAXIMUM NUMBER OF UNITS

(a) Boundaries of each Unit created by this Declaration are shown on the Survey and Plans and are described as follows:

- (i) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring (including the lowest garage floors) and any other materials constituting any part of the finished surfaces thereof are part of a Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are part of the Common Elements.
- (ii) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in subsection 5(a)(i) above, and shall also include any pipes, wires, ducts, water heaters, electrical switches, television, telephone or electrical receptacles and light fixture boxes and conduit situated in the perimeter walls of the Unit.
- (iii) Exclusions: Except when specifically included by other provisions of subsection 5(a)(i) above, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in subsection 5(a)(i) above, and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall

or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.

(iv) If this definition is inconsistent with the Survey or Plans, then this definition shall control.

(b) Plans of the Units are annexed hereto as **Schedule B** and made a part hereof.

(c) The Common Interest Community presently contains eighteen (18) units. The maximum number of Units that may be created is a total of thirty four (34).

(d) Annexed hereto and made a part hereof as **Schedule D** is a list of each Unit's identifying number and allocated percentage of undivided interest.

(e) The existing physical boundaries of a Unit or the physical boundaries of a Unit reconstructed in substantial accordance with the description contained in the original Declaration are its legal boundaries, rather than the boundaries derived from the description contained herein regardless of vertical or lateral movement of the building or minor variance between those boundaries and the boundaries derived from the description contained in the original Declaration. This Article does not relieve a Unit Owner of liability in case of his or her willful misconduct or relieve the Declarant or any other person of liability for failure to adhere to any Surveys and Plans.

(f) If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

ARTICLE 6

DESCRIPTION OF LIMITED COMMON ELEMENTS

The following portions of the Common Elements are Limited Common Elements:

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

(b) Any doorsteps, stoops, steps, porches and stairs leading to Units and designed to serve more than one, but less than all of the Units, are Limited Common Elements allocated exclusively to those Units. All exterior doors and windows, electrical receptacles and light switches designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

(c) Air conditioning units for all Units, which will be located on the roofs of the buildings are Limited Common Elements of the Units that they serve.

ARTICLE 7

MAINTENANCE, REPAIR AND REPLACEMENT

(a) Common Elements. The Association is responsible for maintenance, repair and replacement of the Common Elements (including, but not limited to, the bridge which provides access to the Condominium, the sewer line attached to the bridge and all drainage structures and facilities), except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

(b) Units. Each Unit Owner is responsible for maintenance and repair of his or her Unit. The maintenance, repair and replacement of the heating and cooling system located within a Unit is the responsibility of the Unit Owner served by such system.

(c) Limited Common Elements. Unit Owners are responsible for maintenance and repair of electrical receptacles and light switches. The Association shall perform any maintenance, repair, or replacement of exterior doors (including garage doors) and windows at the expense of the owner or owners of the Unit or Units served by said exterior doors and windows. The Association shall perform the annual service of the air conditioning units located on the roofs of buildings, and the cost of such service shall be a common charge included in the budget. Any other service, repair, maintenance or replacement of an air conditioning unit shall be performed by the Association at the expense of the Unit Owner whose Unit is served by said air conditioning unit. All other Limited Common Elements are maintained by and at the cost of the Association.

(d) Each Unit owner shall have an easement, in common with the owners of all other Units, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Association to use the pipes, ducts, cables, wire, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit. Each Unit Owner shall afford to the

Association or any person authorized by the Executive Board and to their agents or employees, access through his or her Unit reasonably necessary for those purposes. Any person authorized by the Executive Board shall have the right of access to all portions of the property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

(e) Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused by a Unit Owner, his or her children, tenants or guests, intentionally, negligently or by the failure to properly maintain or repair his or her Unit and the appliances and appurtenances thereto. Every Unit Owner should have an insurance policy (H06) to cover the cost of repairs for such damage.

ARTICLE 8

PERSON TO RECEIVE SERVICE

Christian DaCunha of Sherman, Connecticut is hereby designated to receive notice of process on behalf of River Woods of Danbury Association, Inc. in any action which might be brought. All changes of this agent to receive service of process shall be done in the manner prescribed by the Connecticut General Statutes.

ARTICLE 9

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

(a) Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (i) All lawful Development Rights as the same are defined in Section 47-202 (14) of the Act more specifically but not by limitation, the right to add Units and Limited Common Elements in locations shown as "Development Rights Reserved in this Area" on the Survey and the right to withdraw any of the real property designated as "Development Rights Reserved in this Area" on the Survey.

- (ii) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey. The Declarant also reserves the right to grant easements to public and private utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself and to convey improvements within those easements anywhere in the Common Interest Community. If the Declarant grants any such easements, Schedule A shall be amended to include reference to the recorded easement.

NOTE: In accordance with Connecticut General Statutes Section 47-228 (c), the Survey may show contemplated improvements to be constructed within the Condominium. Unless the Survey shows that the contemplated improvements **MUST BE BUILT**, contemplated improvements shown in an area subject to Development Rights **NEED NOT BE BUILT**.

(b) Limitation on Development Rights. The Development Rights reserved in Article 9 (a) are limited as follows:

- (i) The Development Rights may be exercised at any time, but not more than twenty-one (21) years after the recording of the initial Declaration;
- (ii) Not more than sixteen (16) additional Units may be created under the Development Rights;
- (iii) The Declarant intends that buildings and improvements constructed under the Development Rights shall be architecturally consistent with the buildings and improvements constructed pursuant to the Declaration as initially recorded, although no assurance is given. Units and improvements may be laid out in different configurations and in different locations from those shown on the Survey.
- (iv) 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 Units created under the initial Declaration.

(v) The quality of construction of any buildings and improvements to be created on the property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(vi) All Units created pursuant to the Development Rights must be substantially completed prior to being created.

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

(d) 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:

- (i) The right (but not the obligation) to complete improvements indicated on the Survey and Plans filed with the Declaration;
- (ii) To exercise any Development Right;
- (iii) To maintain sales offices, management offices, signs advertising the Common Interest Community and models;
- (iv) To use easements through the Common Elements for the purpose of making improvements within the Common Interest Community;
- (v) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

The Declarant reserves the right, with respect to its marketing of Units, to use the Common Elements for the ingress and egress by itself, its officers, employees, agents, contractors and subcontractors and for the prospective sale or rental of Units, including the right to park in the Common Elements. The Declarant shall also have the right, until the conveyance of the last Unit it owns, to erect signs in the Common Elements and on its Units advertising such Units for sale or lease. The Declarant shall have the right from time to time to locate and relocate model Units and sales or rental office in connection with the marketing of Units.

The Declarant reserves the right to remove any and all personal property and improvements used in development, marketing and construction at the property, whether or not they have become fixtures.

This section shall not be amended without the prior written consent of the Declarant.

The rights reserved for the Declarant by this section shall remain in effect for as long as the Declarant shall remain a Unit Owner in the Common Interest Community.

(e) Declarant's Easement for Construction. The Declarant reserves the right and privilege without hindrance with respect to construction of improvements on the Units and common facilities of the Community, to go upon any and all of the Units, Common Elements and Limited Common Elements as it deems necessary for purposes of performing warranty work, construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements (including without limitation to change the grade of grounds or to install drainage control devices so as to control possible drainage or run off of storm water in connection with the development of the Condominium), the right 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 and until the release of all bonds required by the City of Danbury. This section shall not be amended without the prior written consent of the Declarant. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration. In furtherance of its Special Declarant Rights, the Declarant may grant utility and drainage easements to public and private utilities, municipalities, the State of Connecticut, riparian owners, itself or owners of adjacent land.

(f) Declarant Control of the Association.

- (i) Subject to Subsection (ii) below: 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 no later than the earlier of: (A) sixty (60) days after conveyance of sixty (60%) percent of the Units that may be created to Unit Owners other than the Declarant; (B) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary

course of business; (C) two (2) years after any right to add new Units was last exercised; or (D) the date the Declarant, after giving written notice to Unit Owners, records an instrument voluntarily surrendering all rights to control activities of the Association. The 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.

- (ii) Not later than sixty (60) days after conveyance of one third (1/3) of the Units that may be created to Unit Owners other than the Declarant, at least one (1) member of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (iii) 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, all of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (iv) Notwithstanding any provision of the Declaration or By-Laws to the contrary, the Unit Owners, by a two-thirds (2/3) 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.

(g) Right to Lease. So long as the Declarant is the owner of any Unit, the Declarant reserves the right to lease each such Unit, from time to time, under such terms as it may deem appropriate. The Declarant further reserves the right to enter into short term leases on a day to day basis as a part of providing temporary occupancy to purchasers prior to closing.

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

(i) 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 until the earlier of the following:

- (i) So long as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit; or
- (ii) For twenty-one (21) years after recording this Declaration.

Earlier termination of certain rights may occur by statute.

ARTICLE 10

ALLOCATED INTERESTS

(a) The table showing unit numbers and their allocated interests is attached as **Schedule D**. These interests have been allocated in accordance with the formulas set out in this Article 10. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

- (i) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements has been allocated to each Unit based upon one (1) equal share to each Unit.
- (ii) Liability for the Common Expenses. The percentage of liability for Common Expenses has been allocated to each Unit based upon one (1) equal share to each Unit.

(c) Nothing contained in this section shall prohibit or inhibit apportionment of certain Common Expenses to particular Units pursuant to the provisions of Article 7, nor shall it prohibit or inhibit assessment of Common Expenses caused by or resulting from Unit Owner misconduct to that Unit.

(d) Votes. Each Unit in the Condominium shall have one equal vote.

ARTICLE 11

RESTRICTIONS ON USE, ALIENATION, OR OCCUPANCY

The use of the property and the purposes for which the building and each of the Units therein are intended shall be in accordance with the following provisions:

(a) Each Unit shall be occupied as a single family residence, including home professional pursuits not requiring employees, regular visits from the public or unreasonable levels of mail, shipping, trash or storage. By regulation the Association may provide additional restrictions and definitions of single family residences. No sign indicating permitted professional uses may be displayed outside a Unit or inside a Unit so as to be visible from the outside. Notwithstanding any other provisions of this paragraph to the contrary, however, the Declarant has the right, until all Units are sold, to use any Unit or Units owned or leased by it for model apartments or for sales and administration offices in such number, size, location or relocation as the Declarant in its sole discretion shall decide, provided that the same are architecturally compatible with the other Units in River Woods of Danbury. Such model apartments and such sales or administration offices are Units and shall not become Common Elements.

(b) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734 (b) of the Connecticut General Statutes.

(c) A Unit may not be leased by a Unit Owner for a term of less than one (1) year. The Declarant may, however, lease Units owned by it so long as it maintains Special Declarant Rights. All leases shall be in writing and shall specifically state that the leases are subject to the requirements of the Declaration of River Woods of Danbury and the Rules and By-Laws of the Association. Copies of all executed leases must be filed with the Association within thirty (30) days of the inception of the lease term. In the event of any rental, the Unit's owner shall be totally responsible and liable to the Association for compliance by the tenant with the provisions of the Declaration, the By-Laws, and the Rules of the Association, and, in this regard, the Unit Owner shall make periodic inspections of the Unit (at not more than six (6) month intervals) to insure that the tenant is not in violation of any of the provisions of the Declaration, the By-Laws and any Rules of the Association. The Association will have the right and power to exercise the landlord's right of summary process against any tenant of a Unit Owner who violates the requirement of the condominium documents and the Association, provided that the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing.

Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant may enter into short term leases on a day to day basis as part of providing temporary occupancy to purchasers prior to closing.

(d) No Unit Owner shall permit anything to be done or kept in the Common Interest Community which will result in the increase in the rate of insurance or cancellation of insurance coverage with respect to the Association's public liability insurance or the property insurance on any Unit in the Common Interest Community.

- (e) Exterior parking spaces are for visitors' cars only. Because of this, and because there is not sufficient space behind garage doors for the parking of vehicles, Unit Owners and their tenants or occupants must park their vehicles inside their garages. Garage doors must be kept completely closed. No Unit Owner, tenant or occupant of a Unit may permanently park more than a total of two (2) vehicles anywhere within the Common Interest Community.
- (f) No unlicensed vehicle, whether inside or outside of an enclosed garage, may be placed or stored in the Common Interest Community at any time, either temporarily or permanently. Vehicles may not be parked in such a manner as to block access to driveways, fire hydrants, sidewalks, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives.
- (g) Vehicles in violation of these restrictions or the Rules of the Association may be towed at the expense of the owner of such vehicle after a reasonable warning has been placed on the vehicle. In addition, a fine in an amount set by the Executive Board may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing.
- (h) All Unit Owners shall comply with and conform to all applicable governmental laws and regulations. Any Unit Owner who violates or fails to comply with any of the foregoing shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for such violation thereof or noncompliance therewith.
- (i) No radio, television, or other, tower, pole, satellite dish or antenna, or similar structure shall be erected on any part of any Common Element, Limited Common Element or Unit, including but not limited to radio or television mast antennas, without the prior written approval of the Executive Board, acting in accordance with the rules and regulations of the Federal Communications Commission. Said approval shall not be unreasonably delayed or withheld.
- (j) No clothes, sheets, blankets, laundry or any other kind of articles, other than holiday decorations shall be hung outside of any building or exposed or placed on the outside walls, doors of a building or on trees. Unit Owners shall not cause or permit anything other than curtains and conventional draperies and holiday decorations to be hung, displayed or exposed at or in the outside of windows without the prior written consent of the Executive Board. Holiday decorations shall be removed within thirty (30) days of the holiday being celebrated. No signs of any kind, including "for sale" signs, may be placed in the Common Elements or in the Units so as to be visible from the exterior of the Units.

(j) No machinery of any kind (other than normal household appliances) shall be placed or operated within any Unit, provided that this provision shall not apply during the construction, reconstruction or repair of any approved building project within any Unit.

(k) In the event that any sales or service tax is imposed upon a Unit which is not owner-occupied or which is otherwise not imposed equally upon all Unit Owners, the landlord or other Unit Owner will pay such tax through the Association as an additional Common Expense assessment. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

(l) No noxious or offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which interferes with the peaceful possession and proper use of the property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Unit Owner will be obligated to maintain his or her own Unit and keep it in good order and repair.

(m) There shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be stored or placed in the Common Elements without the prior consent of the Association.

(n) Unit Owners may make no exterior landscaping additions or alterations without the prior consent of the Association.

(o) No animals, birds or reptiles of any kind will be raised, bred, or kept in the Common Elements, except for no more than two (2) dogs of gentle disposition and no more than two (2) cats, the usual domestic birds in cages and fish in tanks, or other household pets approved by the Executive Board or the manager as to compatibility with the community.

In no event will any dog whose breed is noted for its viciousness or ill-temper, in particular, the American Staffordshire Terrier, know as a "Pit Bull Terrier", be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises. No animal that has a vicious temper or regularly makes threatening or attack motions or sounds may be kept in the Community. No dog that has the practice of long periods of barking or noise shall be maintained in the Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the property within ten (10) days of written notice from the Executive Board following Notice and Hearing.

No dogs or cats will be permitted in any portion of the Common Elements unless carried or on a leash and except in special areas designated by the Executive Board. No dogs or cats may be left unattended in the Common Elements or Limited Common Elements. Any droppings in the Common Elements shall be picked up and removed immediately to a trash disposal container. The owner of any animal will compensate any person hurt or bitten by such animal, and will hold the Association harmless from any claim resulting from any action of his animal whatsoever.

(p) The use of Units and Common Elements is subject to the By-Laws and Rules of the Association. The Association shall have the power to make such further Rules as it deems necessary. The Association shall further have the right to set and levy fines for violations of these restrictions and the Rules. For each day that a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce collection of Common Expenses.

(q) The Association may adopt rules and regulations that affect use and occupancy of Units only to: (i) prevent a use of any Unit which violates the Declaration; or (ii) regulate any occupancy of a Unit which violates or adversely affects the use and enjoyment of other Units or the Common Elements. Provided, however, that no such restriction affecting the use or occupancy of Units may be effective unless it has been recorded on the Danbury Land Records in the name of the Association as grantor and grantee.

(r) In the event that a Unit Owner desires to sell his or her Unit and shall have received a bona fide Offer to Purchase the same any time before the Declarant has sold all of the Units that may be created in River Woods of Danbury, said Unit shall first be offered to the Declarant for purchase at the same terms and conditions as contained in said bona fide offer. The Declarant shall have ten (10) days after the giving of such notice to mail or otherwise give the Unit Owner written notice that it elects to purchase the Unit in accordance with said offer. In the event that the Declarant shall not give such notice of election to purchase within said ten (10) day period or shall, after giving such notice, fail to complete such purchase, then the Unit Owner shall be free thereafter to sell and convey the Unit.

(s) No Unit Owner may sell a Unit purchased from the Declarant for a period of six (6) months after purchase of such Unit from the Declarant without the Declarant's written consent, which consent may be withheld by the Declarant in its sole discretion. This restriction shall automatically terminate when the Declarant has sold all of the Units that may be created in the Condominium, or upon termination of Development Rights, whichever is sooner.

ARTICLE 12

EASEMENTS, LICENSES AND OTHER ENCUMBRANCES

(a) The Common Interest Community is presently subject to the easements and licenses set forth in Schedule A.

(b) The Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article 9 of this Declaration, in which event Schedule A shall be amended.

ARTICLE 13

ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

Limited Common Elements may be allocated or reallocated pursuant to the provisions of Section 47-227 of the Act. All amendments shall specify to which Unit or Units the Limited Common Element is allocated

ARTICLE 14

ADDITIONS, ALTERATIONS AND IMPROVEMENTS BY UNIT OWNERS

(a) Subject to Subsection (b), a Unit Owner:

- (i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems, or lessen the support of any portion of the Common Interest Community.
- (ii) May not change the appearance of the Common Elements, Limited Common Elements, or the exterior appearance of a Unit or any other portion of River Woods of Danbury, including landscaping of and in the Common Elements, without permission of the Association;

(b) No Unit Owner shall make any addition, alteration, or improvement in or to the Common Interest Community without the prior written consent thereto of the Association. The Association shall answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement after Notice and Hearing, within sixty (60) days after such request, but failure to do so within such time shall not constitute consent to such request by the Association.

(c) Any improvements or alterations contemplated pursuant to this Article are also subject to the provisions of any law, ordinance and the like and to the rules and regulations of any federal, state or local agency having jurisdiction over the work. No approval hereunder shall excuse full and complete compliance with the foregoing, including application for permits and approvals to such agencies and the payment by the Unit Owner of any fees required by them.

(d) The provisions of this Article shall not apply to the Declarant in the exercise of any Special Declarant Right.

ARTICLE 15

AMENDMENTS TO DECLARATION

(a) Except to the extent amendments may be executed by the Declarant, the Association or by certain Unit Owners pursuant to specific provisions of the Act or this Declaration and except as limited elsewhere in this Article 15 and Article 18 of this Declaration, the Declaration, including any Surveys and Plans, 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.

(b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

(c) Every amendment to the Declaration shall be recorded on the Danbury Land Records and is effective only on recordation. An amendment shall be indexed in the grantee index in the name of the Common Interest Community and the Association and in the grantor index in the name of the parties executing the amendment.

(d) Amendments to the Declaration required by the Act and this Declaration 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 such designation, by the President of the Association.

(e) Except to the extent expressly permitted or required by other provisions of the Act and this 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.

(f) The time limits for the exercise of Development Rights may be extended, the number of Units may be increased, and new Development Rights or other Special Declarant Rights may be created by amendment to this Declaration if persons entitled to cast more than eighty (80%) percent of the votes in the Association, including eighty (80%) percent of the votes allocated to Units not owned by the Declarant, agree to the action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of subsection (e), the amendment to the Declaration is effective thirty (30) days after the amendment is recorded and notice is delivered unless any of the persons entitled to notice under this subsection records written objection within the thirty (30) day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded in which case the amendment is effective when recorded.

(g) By vote or agreement of Unit Owners to which more than eighty (80%) percent of the Votes in the Association are allocated, an amendment to this Declaration may prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of persons who may occupy Units. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted. Such amendments shall be deemed approved if:

(i) (A) Unit Owners of Units to which more than eighty (80%) percent of the votes in the Association are allocated vote for or agree to the proposed amendment; (B) No Unit Owner votes against the proposed amendment; and (C) notice of the proposed amendment is delivered to the Unit Owners holding votes in the Association that have not voted or agreed to the proposed amendment and no written objection of the proposed amendment is received by the Association within thirty (30) days after the Association delivers notice; or

(ii) Unit Owners of Units to which more than eighty (80%) percent of the votes in the Association are allocated vote for or agree to the proposed amendment but more than one Unit Owner objects to the proposed amendment and, pursuant to an action brought by the Association in Superior Court against all objecting Unit Owners, the court finds that the objecting Unit Owner or Owners do not have a unique minority interest, different in kind from the interests of the other Unit Owners, that the voting requirement of this Declaration was intended to protect.

(h) Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

ARTICLE 16

BY-LAWS

The By-Laws of the Association are annexed to the Public Offering Statement as **Exhibit B**. The By-Laws may be amended only by vote of at least 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 purpose.

ARTICLE 17

TERMINATION

The Condominium may be terminated only in accordance with the provisions of Section 47-237 of the Act.

ARTICLE 18

MORTGAGEE PROTECTION

(a) Introduction.

This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

(b) Definitions.

As used in this article the following terms are defined:

- (i) Eligible Mortgagee: The holder of a first Security Interest on a Unit which has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.
- (ii) Eligible Insurer. An insurer or guarantor of a first mortgage that has notified the Association in writing of its name and

address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in this Article.

(c) Percentage of Eligible Mortgagees. Whenever 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 on Units which in the aggregate have allocated to them such specified percentage when compared with total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

(d) Notice of Actions. The Association shall give proper notice to each Eligible Mortgagee and Eligible Insurer of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (ii) Any delinquency in the payment of Common Expense Assessments owed by an owner whose Unit is subject to a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
- (iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (iv) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in subsection (e) below.
- (v) Any judgment rendered against the Association.

(e) Prior Consent Required.

- (i) 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 section (e)(i) 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 this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. "Material" includes, but is not limited to any of provision affecting:

- (A) Assessments, assessment liens or a subordination of assessment liens;
- (B) Voting rights;
- (C) Reserves for maintenance, repair and replacement of Common Elements;
- (D) Responsibility for maintenance and repairs;
- (E) Reallocation of interests in Common Elements or Limited Common Elements (except when Limited Common Elements are reallocated by agreement between Unit Owners, then only those Unit Owners and only the Eligible Mortgagees for the security interests on such Units must approve such action);
- (F) Rights to use Common Elements and Limited Common Elements;
- (G) Boundaries of Units (except when boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees for the security interests on such Unit or Units must approve such action);
- (H) Convertibility of Units into Common Elements or Common Elements into Units;
- (I) Expansion or contraction of the Common Interest Community or the addition, annexation or withdrawal of the property to or from the Common Interest Community;
- (J) Insurance or fidelity bonds;
- (K) Leasing of Units;

- (L) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (M) Establishment of self management when professional management has been required previously by an Eligible Mortgagee of a Unit;
 - (N) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the instruments;
 - (O) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (P) The benefits of a mortgage holders, insurers or guarantors.
- (ii) Actions. Notwithstanding any lower requirements 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:
- (A) 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 other purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
 - (B) The establishment of self management when professional management has been required previously by any Eligible Mortgagee;
 - (C) Restoration or repair of the property after a hazard damage or partial condemnation in a manner other than that specified in the documents;
 - (D) Termination of the Common Interest Community as to which a sixty-seven (67%) percent Eligible Mortgagee approval is required;

- (E) 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 Unit Owners of Units affected and the Eligible Mortgagees of those Units need to approve of the Action;
- (F) The merger of this Common Interest Community with any other Common Interest Community;
- (G) The creation of any additional improvements on any portion of the Common Elements which is subject to any Development Rights, but improvements made by the Declarant Pursuant to its Development Rights shall not be deemed to come within this clause;
- (H) The granting of an easement, leases, licenses and concessions through or over the Common Elements (excluding however, any utility easement, easements for electrically transmitted communications or a governmentally required easements, serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
- (I) The assignment of the future income of the Association, including its right to receive Common Expense assessments.
- (J) Any action taken not to repair or replace the property.

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

- (iii) The Association may not change the period for the collection of any regulated budget expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(f) Inspection of Books. The Association shall permit any holders, insurers and guarantors of first mortgages that are secured by units in the Condominium to inspect the books and records of the Association during normal business hours, upon reasonable advance notice. The Association shall also have current copies of its Articles of Incorporation and of the Declaration, Bylaws and Rules available for such inspection.

(g) Financial Statements. Upon written request of an Eligible Mortgagee or Eligible Insurer, the Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of the 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 any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

(h) Attendance at Meetings. Any representative of any Eligible Mortgagee or Eligible Insurer may attend any meeting at which a Unit Owner may attend.

(i) Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law or in equity.

ARTICLE 19

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

TRANSFER ASSESSMENT UPON SALES

(a) Assessment of Common Expenses.

- (i) Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs. Thereafter, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.
- (ii) Except as provided elsewhere in this Article, all Common Expenses shall be assessed against all the Units in accordance with their percentage of interest in the Common Elements as set forth in this Declaration. The Common Expenses shall include, among other things, the costs of repairs and maintenance of the Common Elements and Limited Common Elements and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association and the fees and disbursements of an insurance trustee, if any. The Common Expenses may also include such amounts as the Association may deem proper for the operation and maintenance of the property, including without limitation an amount for a working reserve fund for replacements, and to

make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. Any past due Common Expense assessment or installment thereof is subject to late charges as established by the Executive Board.

- (iii) All Unit Owners shall be obligated to pay the Common Charges and Common Expenses assessed by the Association monthly on the first day of each month.
- (iv) Within thirty (30) days after adoption of any proposed budget for River Woods of Danbury, 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 seventy (70%) percent or more of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(b) Common Expenses Attributable to Fewer than All Units.

- (i) In the event of a casualty loss, if payment under the Association's casualty insurance is subject to a deduction for an amount to be paid by the Association (the "Deductible Amount") and if the Association expends for repair or restoration an amount in excess of the proceeds of the insurance, there shall be specially assessed against those Units that are directly benefited by the repair or restoration an amount equal to the least of (a) the Deductible Amount; (b) the amount spent by the Association in excess of the insurance proceeds; or (c) one thousand dollars (\$1,000.00) per Unit. Such assessment shall be considered an assessment in excess of insurance coverage. A Unit will be considered directly benefited by a repair or restoration if (a) Common Elements that shelter or otherwise directly benefit the Unit have been repaired or restored or (b) there are

improvements within the Unit that have been repaired or restored. If there is more than one Unit that directly benefits from a repair or restoration, the specially assessed Common Expense assessment shall be assessed in proportion to the cost of the repair or restoration directly benefiting such Units, as determined by the insurance adjustment allocation or, if such proportion cannot reasonably be determined, in proportion to the relative Allocated Interests in the Common Expenses of the directly benefited Units.

- (ii) In accordance with Article 7 (c) of this Declaration, each Unit Owner shall maintain, repair and replace any Limited Common Element associated with his Unit and such portions of Limited Common Elements as are assigned for maintenance to such Units. Therefore, any maintenance, repair or replacement of Limited Common Elements to be maintained by the Unit Owners that is instead performed by the Association shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to be maintained by more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which the Limited Common Element is assigned.
- (iii) Any common expense or portion thereof imposed on the Association that benefits fewer than all the Units shall be assessed exclusively against the Unit or Units benefited.
- (iv) Any Common expense for services provided by the Association to an individual Unit at the request of Unit Owner shall be assessed against the Unit that benefits from such service
- (v) 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.
- (vi) 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.
- (vii) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

- (viii) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner.
- (ix) Portions of the cost of repairing or replacing Units allocated to individual Units under the provisions of Subsection (b)(ii) of Article 23 shall be assessed against the Unit or Units to which they are allocated.
- (x) If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair, or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening a Unit or the Common Elements pursuant to Article 7 (d) of the Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (xi) All reasonable attorneys' fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Community Documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as Common Expense assessments.
- (xii) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all of the Units, including, but not limited to, the use of any Unit for the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

(c) Collection of Common Expenses.

- (i) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. 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.
- (ii) A lien under this Section is prior to all other liens and encumbrances on a Unit except (A) liens and encumbrances recorded before the recordation of the Declaration; (B) a first or second security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (C) 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 (B) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to the Declaration or the By-Laws 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 or for such greater period of time as provided in Section 47-258 of the Act, together with costs of suit and attorney's fees. This subsection does not affect the priority of mechanics, or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (iii) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Article is required.
- (iv) 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 become due; provided, that if an owner of a Unit subject to a lien under this Article 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.
- (v) This Article does not prohibit actions to recover sums for which subsection (a) of this Article creates a lien (which actions shall not be deemed to constitute a waiver of such

lien or the right to foreclose it) or prohibit the Association from taking a deed in lieu of foreclosure.

- (vi) A judgment or decree in any action brought under this Article shall include costs and reasonable attorney's fees for the prevailing party.
- (vii) 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.
- (viii) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (ix) 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.
- (x) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from the Unit Owner prior to or during the pendency of the Action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the Action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association.
- (xi) If a holder of a first or second security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(d) Transfer Assessment.

- (i) As a contribution to the operating capital reserves of the Association, the Association desires to levy on each Unit an assessment of not more than two (2) months of regularly budgeted assessments at the time of the sale of any Unit. The initial establishment and periodic refreshment of the operating capital of the Association by means of this assessment will provide the Association with sufficient capital to pre-pay its bills, to maintain its credit, to pay unforeseen Common Expenses, and to provide for the long-term financial viability of the Association and the value of the Units.
- (ii) The Declarant hereby declares that each Unit will be held and conveyed subject to the additional assessment provided by this subsection (d) of Article 19. This assessment shall be over and above the assessment for Common Expenses provided by the Act. It will run as a covenant real with the title of the Units forever as a common law assessment, benefiting and burdening the Units and benefiting the Common Elements, and not as an assessment authorized by the Act.
- (iii) The assessment shall be secured by a lien in favor of the Association for the benefit of the other Unit Owners, which shall be subordinate only to first and second Security Interests on the Units imposed after the time that the lien occurs. This lien is automatically imposed as of the date of this Declaration. The Association intends that the lien shall have priority over all other liens, except the Association lien and those municipal and tax liens that have priority under law.
- (iv) This assessment and lien are permitted pursuant to Section 47-207 of the Act as pursuant to the law of real property supplementing the Act.
- (v) At the time a Unit is conveyed by transfer of title to another Unit Owner, an assessment is automatically due and payable to the Association. The amount of the assessment equals the Common Expenses assessment, based on the periodic budget adopted by the Association pursuant to subsection (a) of Section 47-257 of the Act, which would have become due without acceleration within the two (2) months immediately preceding the transfer by conveyance,

plus any costs and reasonable attorney's fees incurred by the prevailing party to enforce the collection of this assessment.

- (vi) This lien is prior to all security interests in the Unit on or after the date on which the Unit was conveyed without payment of the transfer assessment as provided in this Section. This lien shall not affect the priority of liens for security interests attaching to the Unit on which the transfer assessment was paid before the date on which the Unit was conveyed, real property taxes and other governmental assessments, mechanics' or materialmen's liens, and liens for other assessments made by the Association. The recording of this Declaration constitutes record notice and perfection of this lien. No other recordation of any claim for this assessment is required.
- (vii) This assessment shall not apply to conveyances by execution of mortgages and security interests, foreclosures of mortgages and security interests, deeds in lieu of foreclosure, or conveyances through estates, to members of an immediate family, by gift to a governmental entity, or by judicial order.
- (viii) This lien may be foreclosed in the same manner as a mortgage on real property. The lien and debt accrued here by shall include costs and reasonable attorneys' fees for the prevailing party.

ARTICLE 20

RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense Assessments, upon the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE 21

PERSONS AND UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS

All Unit Owners, tenants and occupants of Units shall comply with the Act, the Common Interest Community instruments, and the rules and regulations

adopted pursuant thereto. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or for any other relief to which the party bringing such action may be entitled. Such action may be brought by the Association against any Unit Owner or Owners, tenant, occupant or, in any proper case, by one or more aggrieved Unit Owners on their own behalf or as a class action. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute agreement that the provisions of the Condominium instruments and rules and regulations and the Act as they may exist or be amended from time to time are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE 22

INSURANCE

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

(b) Property Insurance.

(i) Property insurance will cover:

- (A) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under an extended coverage endorsement for building coverage if they will be financed by a mortgage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and
- (B) All personal property owned by the Association.

- (ii) Property insurance shall be for the following amounts:
 - (A) The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date.
 - (B) Personal property owned by the Association for an amount equal to its actual cash value.
- (iii) The deductible may not exceed the higher of:
 - (A) Ten thousand dollars (\$10,000), or one percent (1%) of the replacement cost of the project facilities; and
 - (B) \$1,000.00 or one percent (1%) of the replacement cost of a Unit.
- (iv) The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property. The cost of such appraisals shall be a Common Expense.
- (v) The insurance shall afford protection against "all risks of direct physical loss commonly insured against".
- (vi) Insurance policies required by this Section shall provide that:
 - (A) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;
 - (B) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
 - (C) 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;
 - (D) Losses shall be adjusted with the Association;

- (E) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee;
- (F) The insurer may not cancel or refuse to renew the policy until sixty (60) 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;
- (G) If obtainable, the policy must include an "Inflation Guard Endorsement" and a "Building Ordinance or Law Endorsement";
- (H) The name of the insured shall be substantially as follows:

"River Woods of Danbury Association, Inc., for the use and benefit of the individual Unit Owners."

(c) Liability Insurance:

Commercial general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than one million dollars (\$1,000,000), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- (i) Other Provisions: Insurance policies carried pursuant to this Section shall provide that:
 - (A) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association;
 - (B) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
 - (C) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of

the Association, will void the policy or be a condition to recovery under the policy;

- (D) 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; and
- (E) The insurer may not cancel or refuse to renew the policy until sixty (60) 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.

(d) Flood Insurance. Insofar as portions of the Condominium are located in a federally designated flood zone, the Association shall obtain and maintain flood insurance.

(e) Fidelity Bond or Insurance:

The Association shall carry, or cause to be carried, a blanket fidelity bond or insurance for anyone who either handles or is responsible for funds held or administered by the Association, whether or not the person receives compensation for his or her services. The bond or insurance shall name the Association as obligee or insured. It shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond or insurance is in force and, in no event in an amount, shall be less than the sum of three (3) months' assessments plus reserve funds. The bond or insurance shall include a provision that calls for thirty (30) days' written notice to the Association, to each holder of a Security Interest, and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond or insurance can be cancelled or substantially modified for any reason, except that if cancellation is for non-payment of premiums, only ten (10) days' notice shall be required.

(f) Unit Owner Policies:

- (i) Other Insurance: An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit. Unit Owners are urged to consult with their insurance advisors to assure themselves that they are aware of the extent of coverage provided by the master insurance policy and to make arrangements for adequate additional coverage, as additional coverage is

necessary. Unit Owners should obtain and maintain their own H06 insurance policies and their own flood insurance to insure their personal property and fixtures not covered by flood insurance maintained by the Association.

(ii) Notice to Unit Owners: At least once in each calendar year, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for repair costs that may be allocated against his or her Unit under the provisions of subsection (b) (ii) of Article 23 hereof. However, the failure of the Association to furnish such notice shall not in any way prevent it from making the allocations provided for in that Article.

(g) Workers' Compensation Insurance: The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

(h) 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.

(i) Other Insurance: The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

(j) Premiums: Insurance premiums shall be a Common Expense.

(k) Compliance with Insurance Requirements: No Unit Owner, tenant, mortgagee occupant of a Unit shall do or suffer any action to be done, any condition to exist in the Common Interest Community, or any article or substance to be brought into the Common Interest Community that may render any insurance purchased by the Association void or voidable or cause the non-renewal of such insurance or an increase in the premiums for such insurance. By Rule, the Executive Board may apply specific definitions and requirements for the foregoing actions, conditions, articles and substances.

ARTICLE 23

DAMAGE TO OR DESTRUCTION OF PROPERTY

(a) Any portion of the Common Interest Community for which insurance is required under the Act for which insurance carried by the

Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (i) The Common Interest Community is terminated, in which case Section 47-237 of the Act applies;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
- (iii) 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.

(b) Cost.

(i) Except as provided in subsection (ii) below, the cost of repair or replacement in excess of insurance proceeds shall be a common expense assessed against all units under subsection (a) of Article 19.

(ii) The cost of repair or replacement of damage or destruction in excess of insurance proceeds resulting from a deductible to the property insurance coverage which does not exceed the limits set out in subsection (b) (iii) of Article 22 or so much of the deductible that does not exceed that limit, shall be allocated as follows:

- A. If the repair or replacement is entirely to the Common Elements, the excess shall be a Common Expense assessed against all units.
- B. If the repair or replacement is entirely to a single unit the excess shall be assessed against the affected unit only under subsection (b) (ix) of Article 19.
- C. If the repair or replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and Common Elements as the case may be in the same proportion as the total cost of repair or replacement to each of the affected Units and Common Elements bears to the total cost of the repair or replacement to all of the affected Units and Common Elements. In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction

estimator engaged by the company issuing the property insurance coverage required under Article 22 (b) or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection shall be assessed against the Unit under Subsection (b) (ix) of Article 19. The portion of the excess allocated to the Common Elements shall be assessed against all Units under Article 19.

(c) Replacement of Less Than Entire Property. If the entire Common Interest Community is not repaired or replaced by the Association:

- (i) 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
- (ii) Except to the extent that other persons will be distributees:
 - (A) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and
 - (B) 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.
- (iii) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of Section 47-206 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

(d) Insurance proceeds. The insurance trustee, of, if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders, as their interests may appear. Subject to the provisions of subsection (a) of this Article 23, the proceeds shall be distributed first for the repair or restoration of the damaged property, and the Association, Unit Owners or 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 and restored, of the Common Interest Community is terminated.

(e) Certificates by the Executive Board. An insurance trustee, if one is appointed, may rely on the following certifications in writing made by the Executive Board:

- (i) Whether or not damaged or destroyed property is to be repaired or restored;
- (ii) 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.

(f) Certificates by Attorneys. If payments are to be made to Unit Owners, mortgagees or other lien holders, the Executive Board, and the insurance 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 City of Danbury from the date of the recording of the original Declaration, stating the name of the Unit Owners, mortgagees or other lien holders.

ARTICLE 24

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

(a) Notice and Comment. Before the Executive Board amends the By-Laws or the Rules, whenever the Common Interest Community documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) 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.

(b) Notice and Hearing. Whenever the Common Interest Community documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: the party proposing to take the action (e.g. the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and

place of 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.

(c) 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 25

EXECUTIVE BOARD

(a) Powers and Duties. The Executive Board of the Association may act on behalf of the Association and shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the By-Laws or this Declaration may not be delegated to the Executive Board by the Unit Owners. Therefore the Executive Board may:

- (i) Adopt and amend By-Laws and rules and regulations;
- (ii) Adopt and amend budgets for revenues, expenditures and reserves;
- (iii) Collect assessments for Common Expenses from Unit Owners;
- (iv) Hire and discharge managing agents;
- (v) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (vi) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community, subject to the provisions of subparagraph (b) (ii) of this Article 25;

- (vii) Make contracts and incur liabilities;
- (viii) Regulate the use, occupancy, maintenance, repair, replacement and modification of Common Elements;
- (ix) Cause additional improvements to be made as a part of the Common Elements;
- (x) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act;
- (xi) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (xii) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements and for services provided to Unit Owners;
- (xiii) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, By-Laws, or rules and regulations of the Association;
- (xiv) Impose reasonable charges, including reasonable attorneys' fees, if incurred, for the preparation and recordation of amendments to the Declaration, resale certificates required by the Act or statements of unpaid assessments;
- (xv) Provide for the indemnification of Association officers and Executive Board and maintain directors' and officers' liability insurance;
- (xvi) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (xvii) Exercise any other powers conferred by the Act, Declaration or By-Laws;
- (xviii) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(xix) Exercise any other powers necessary and proper for the governance and operation of the Association;

(xx) Adopt rules and regulations in accordance with the Act that affect the use or occupancy of Units only to:

(A) Prevent any use of a Unit which violates the Declaration;

(B) Regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of

other Units or the Common Elements by other Unit Owners;
or

(xxi) If a tenant of a Unit Owner violates the Declaration, By-Laws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

(A) Exercise directly against the tenant the powers described in Subdivision (xiii) of this section;

(B) After giving notice to the tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and

(C) Enforce any other rights against the tenant for the violation which the Unit Owner as Landlord could lawfully have exercised under the Lease, including any such right to bring a summary process action under Chapter 832 of the Connecticut General Statutes, provided however, that the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation.

In furtherance of the foregoing, such powers and duties of the Executive Board shall also include but shall not be limited to the following:

(xxii) Operation, care, upkeep and maintenance of the Common Elements.

- (xxiii) Determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable.
- (xxiv) Collection of the Common Expenses from the Unit Owners.
- (xxv) Opening of bank accounts on behalf of the Association and designating the signatories required thereafter.
- (xxvi) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by the Executive Board or its designee, on behalf of all Unit Owners.
- (xxvii) Obtaining necessary insurance for the property, including the Units.
- (xxviii) The Executive Board shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association.

(b) Limitations.

- (i) The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.
- (ii) No judicial or administrative proceedings shall be commenced or prosecuted by the Executive Board unless approved by fifty (50%) percent of all Unit Owners. The foregoing shall not apply to actions brought by the Executive Board to enforce against Unit Owners the provisions of this Declaration or the Rules and Regulations of the Association, or for the collection of Common Expenses, proceedings involving challenges to real property taxes, or counterclaims brought by the Association in proceedings instituted against

it, all of which may be pursued if approved by the Executive Board.

(c) Amendments to the Declaration required by the 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.

(d) The Executive Board or its officers may delegate powers and duties to a manager employed by the Association only the powers set forth in subparagraph (a) subsections (iii), (v), (vii) and (viii).

ARTICLE 26

CONDEMNATION

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be in accordance with Section 47-206 of the Act.

ARTICLE 27

INVALIDITY

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

ARTICLE 28

WAIVER

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

ARTICLE 29

GENDER

The use of the masculine in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 30

CONFLICTS

This Declaration is set forth to comply with the requirements of the Act. In the case of any conflict between this Declaration and the provisions of the Act, as the same now exists and as it may from time to time be amended, the provisions of that statute shall control.

ARTICLE 31

CAPTIONS

The captions contained in the documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the documents or the intent of any provision thereof.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and caused this Declaration to be executed by its duly authorized this day of , 2005.

In the Presence of:

BURTON'S BRIDGE, LLC

By: _____
Christian DaCunha
Its Manager

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD

ss: Danbury

The foregoing instrument was acknowledged, before me, this day of , 2005 by Christian DaCunha, Manager of BURTON'S BRIDGE, LLC, as his free act and deed, and the free act and deed of said limited liability company.

Commissioner of Superior Court

Schedule A

Parcel One:

ALL THAT certain piece of land situated in the City of Danbury, County of Fairfield and State of Connecticut, containing 11.007 Ac. as shown on a certain map entitled, "Sheet 1 of 2 and Sheet 2 of 2 Map Prepared for CONSULTANTS MANAGEMENT, INC. Danbury, Connecticut Scale: 1" = 40' Area: 11.007 Ac. Zone: RMF-4 R-3 Date: July 9, 1997", which map is certified substantially correct as an A-2 Survey by New England Land Surveying, P.C., Robert M. Bennison, L.S. #12964, which map is on file in the Office of the Town Clerk of Danbury as Map No. 10424, and to which map reference may be had for a more particular description of said premises.

EXCEPTING THEREFROM, HOWEVER:

(a) A certain parcel of land containing 0.053 acres, conveyed to the City of Danbury by Deed dated August 25, 2004 and April 28, 2005, and recorded in Volume 1753 at Page 403 of the Danbury Land Records..

(b) A certain parcel of land containing 6.043 acres, conveyed to the Swampfield Land Trust by Deed dated April 26, 2005 and recorded April 28, 2005, in Volume 1753 at Page 407 of the Danbury Land Records.

(c). A certain parcel of land containing 0.307 acres, conveyed to Dacor Investments, LLC by Deed dated May 12, 2005, and recorded in Volume 1757 at Page 414 of the Danbury Land Records.

Parcel Two:

ALL THAT certain piece or parcel of land situated in said City of Danbury, shown and designated as "Parcel 'X' 2817 S.F. - 0.065 Ac." on a certain map entitled "Abandonment Map Showing a Portion of Oil Mill Road Danbury, Connecticut Scale: 1" = 40' Area: As Shown Zone: As Shown Date: Mar. 24, 2003 Revisions: May 19, 2003", prepared by New England Land Surveying, P.C., Robin Commons - 118 Coal it Hill Rd. - Danbury, CT, and certified as a Class A-2 Survey by Robert m. Bennison, L.S. #19964, which map is on file in the Office of the Town Clerk of Danbury as Map No. 11488, and to which map reference may be had for a more particular description of said premises.

Being a portion of the premises described in a certain Notice of Discontinuance of a Portion of Oil Mill Road by the City of Danbury, dated September 19, 2003, and recorded in Volume 1589 at Page 952 of the Danbury Land Records, and **SUBJECT TO** rights and reservations more particularly set forth therein.

(AS TO PARCELS ONE AND TWO) TOGETHER WITH and/or SUBJECT TO:

(a) Taxes due to the City of Danbury, including any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the Unit deed.

- (b) Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of River Woods of Danbury to be recorded on the Danbury Land Records.
- (c) The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the survey annexed to the Declaration of River Woods of Danbury for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area" on said survey.
- (d) The Declarant's right to grant easements to public utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.
- (e) Easement from Oil Mills, Incorporated to the City of Danbury, dated November 6, 1969, and recorded in Volume 480 at Page 459 of the Danbury Land Records.
- (f) Rights and statements as contained in a certain deed from S. Rosenfelder & Sons, Inc. to Richard A. Durkin, et al dated May 30, 1985 and recorded in Book 736 at Page 829 of the Danbury Land Records.
- (g) The effect, if any, of a Grant of Special Exception by the City of Danbury dated July 24, 1985 and recorded in Book 748 at Page 515 of the Danbury Land Records.
- (h) A Variance granted by the Zoning Board of Appeals of the City of Danbury, dated November 13, 1997, and recorded in Volume 1201 at Page 510 of the Danbury Land Records.
- (i) Riparian rights and easements of others in and to the Still River abutting or located upon said premises.
- (j) Notes, notations and easements as shown on the Survey annexed to the Declaration and on Map Nos. 10424 and 11488.
- (k) Rights and reservation set forth in a certain Notice of Discontinuance of a Portion of Oil Mill Road by the City of Danbury, dated September 19, 2003, and recorded in Volume 1589 at Page 952 of the Danbury Land Records.
- (l) Right of First Refusal in favor of the Declarant until such time as the Declarant has sold all of the Units that may be created in River Woods of Danbury.

(m) Prohibition on the sale of a Unit purchased from the Declarant for a period of six (6) months after such purchase without the Declarant's prior written consent. Such prohibition shall automatically terminate upon the Declarant's sale of the last Unit that may be created in the Condominium, or upon the termination of Development Rights, whichever is sooner.

1.. Rights, agreements and an easement as more particularly set forth in an Easement from Oil Mills, Incorporated to the City of Danbury, dated November 6, 1969, and recorded in Volume 480 at Page 459 of the Danbury Land Records.

2. A Variance granted by the Zoning Board of Appeals of the City of Danbury, dated November 13, 1997, and recorded in Volume 1201 at Page 510 of the Danbury Land Records.

3. Rights and statements as contained in a certain deed from S. Rosenfelder & Sons, Inc. to Richard A. Durkin, et al dated May 30, 1985 and recorded in Book 736 at Page 829 of the Danbury Land Records.

4. A Grant of Special Exception by the City of Danbury dated July 24, 1985 and recorded in Book 748 at Page 515 of the Danbury Land Records.

5. Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of River Woods of Danbury to be recorded on the Danbury Land Records.

(AS TO PARCELS ONE AND TWO) SUBJECT, ALSO, TO:

1. Any and all provisions of any ordinance, municipal rule or regulation or public or private law, including, without limitation, planning, zoning, subdivision and in-land wetlands regulations.

2.. Taxes hereafter payable to the City of Danbury.

3. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the survey annexed to the Declaration (the "Survey") for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey annexed to the Declaration of River Woods of Danbury.

4. The Declarant's right to grant easements to public utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.

5. Riparian rights and easements of others in and to the Still River abutting or located upon said premises.

6. Easement in favor of the City of Danbury dated November 6, 1969 and recorded November 18, 1969 in Book 480 at Page 459 of the Danbury Land Records.

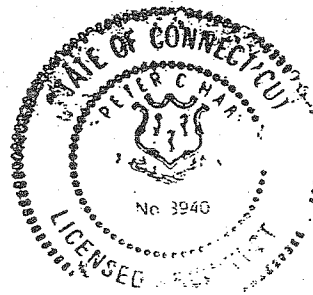
7. Notes, notations and easement as shown on the above described Map No. 10424, notes as shown on the above described Map No. 11488, and notes as shown on the Survey annexed to the Declaration of River Woods of Danbury.

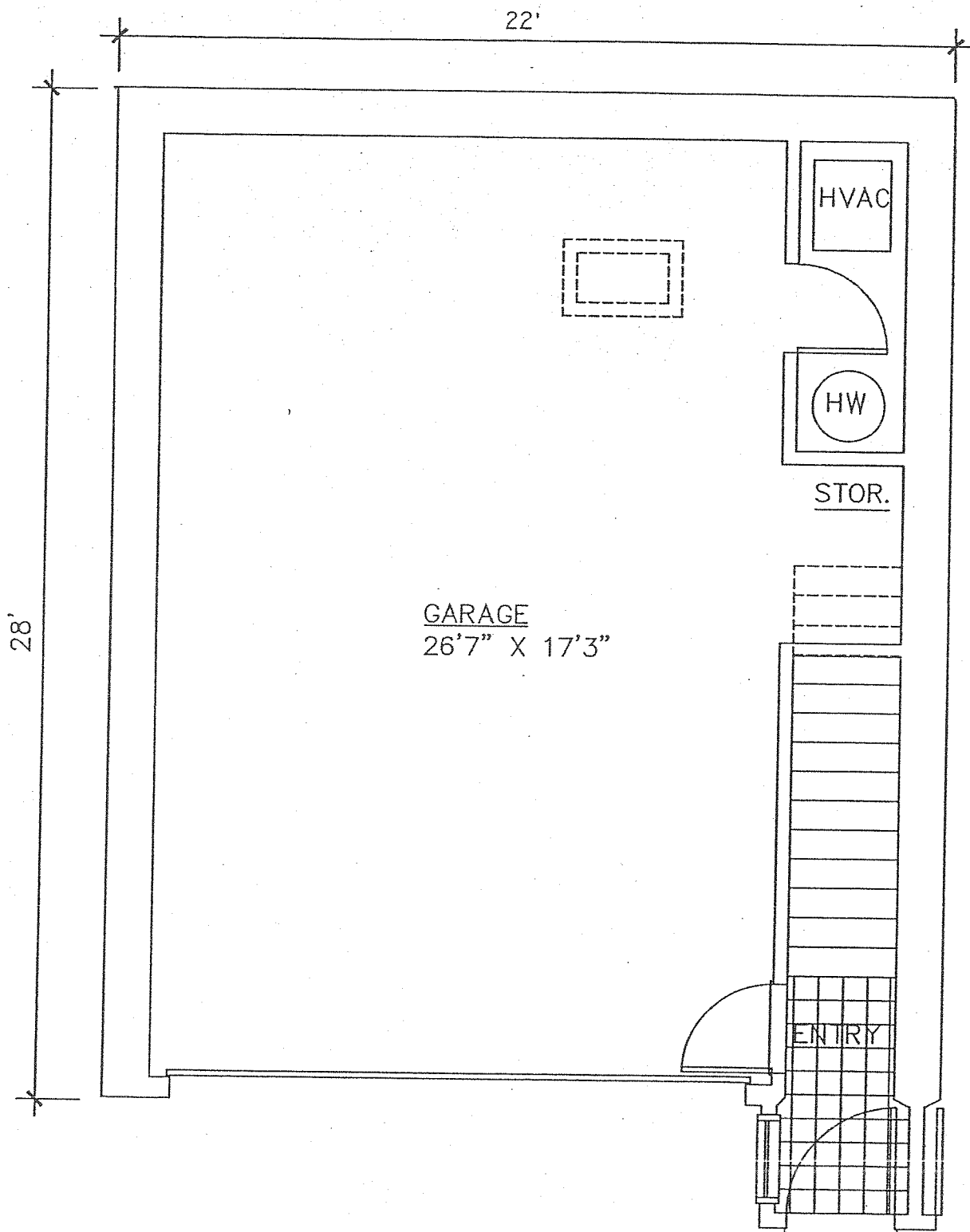
SCHEDULE B

PLANS

I hereby certify to the best of my knowledge, information and belief, that the plans attached hereto, together with the Survey annexed to the Declaration of River Woods of Danbury, contain all of the information required by Connecticut General Statutes Section 47-228.

Peter Hunt



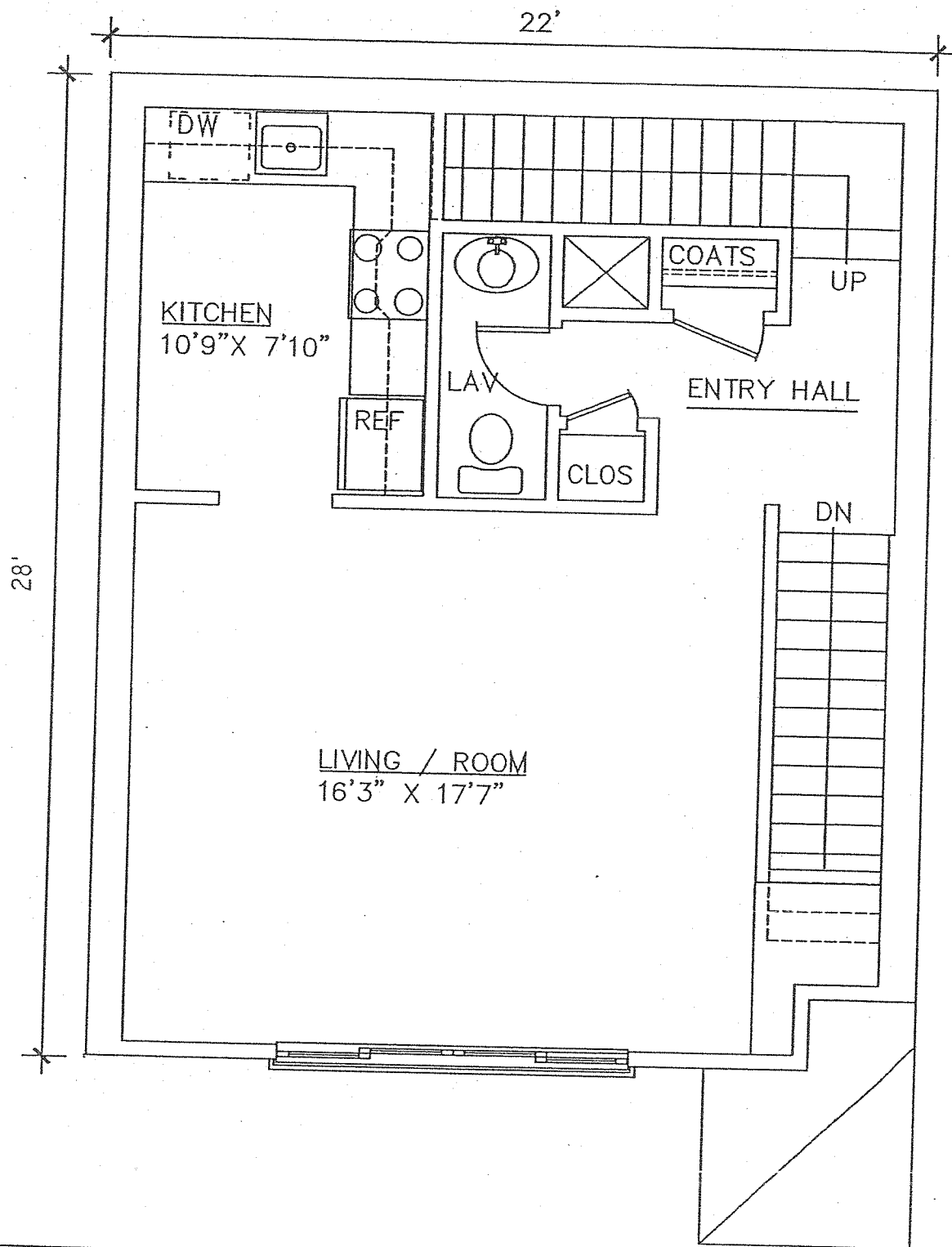


RIVER WOODS AT DANBURY
 32 OIL MILL ROAD (UNIT 1, UNIT 2..., UNIT 34)
 DANBURY CT 06810

TYPICAL UNIT
 FIRST LEVEL PLAN

THE DIMENSIONS, SIZES, CONFIGURATIONS, AND INFORMATION ON THE
 ABOVE PLAN ARE MEANT TO BE ILLUSTRATIVE ONLY AND ARE SUBJECT
 TO CHANGE IN THE SOLE AND ABSOLUTE DISCRETION OF THE DECLARANT

BURTONS BRIDGE LLC

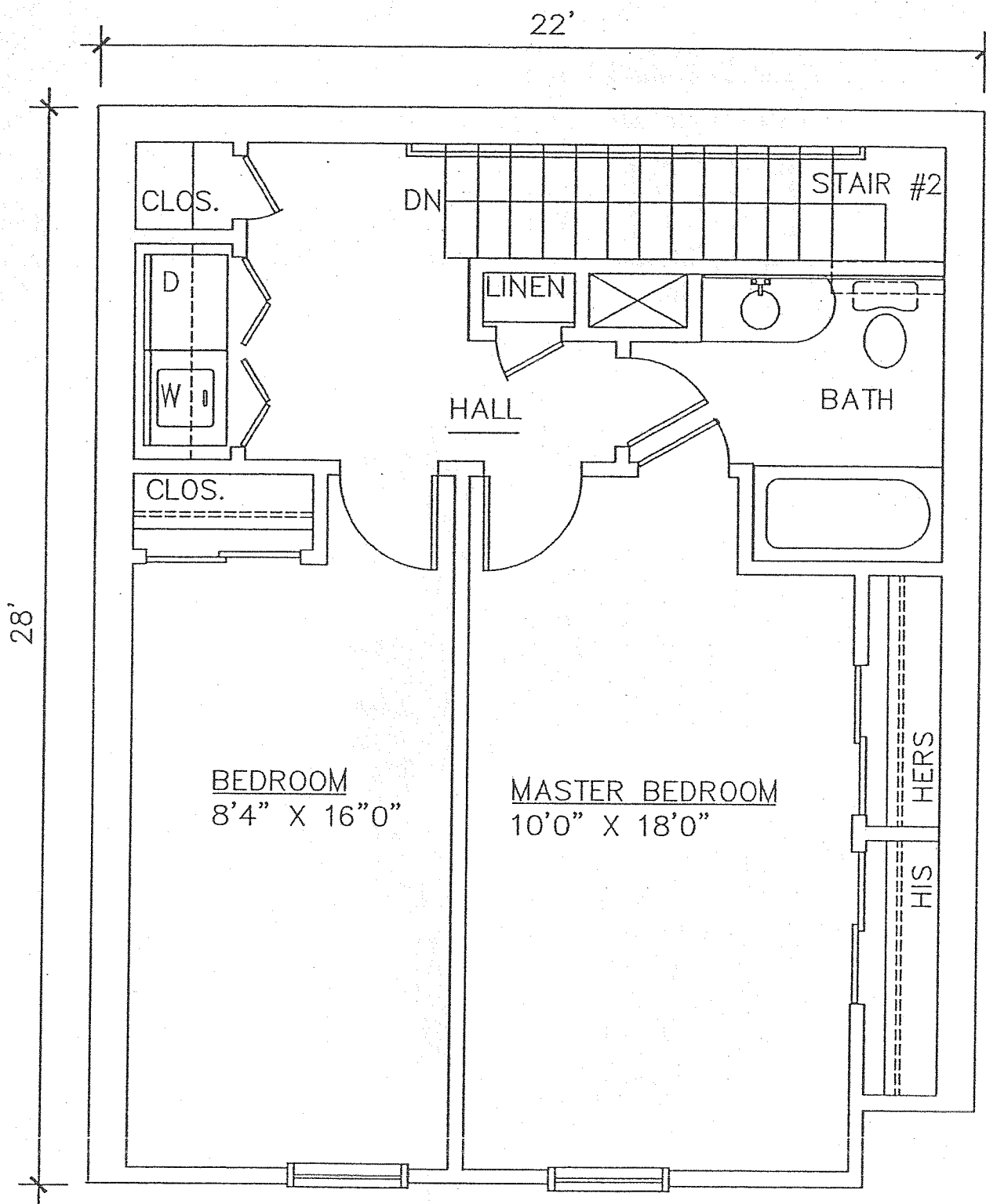


RIVER WOODS AT DANBURY
32 OIL MILL ROAD (UNIT 1, UNIT 2..., UNIT 34)
DANBURY CT 06810

TYPICAL UNIT
SECOND LEVEL PLAN

THE DIMENSIONS, SIZES, CONFIGURATIONS, AND INFORMATION ON THE
ABOVE PLAN ARE MEANT TO BE ILLUSTRATIVE ONLY AND ARE SUBJECT
TO CHANGE IN THE SOLE AND ABSOLUTE DISCRETION OF THE DECLARANT

DEVELOPERS NAME HERE

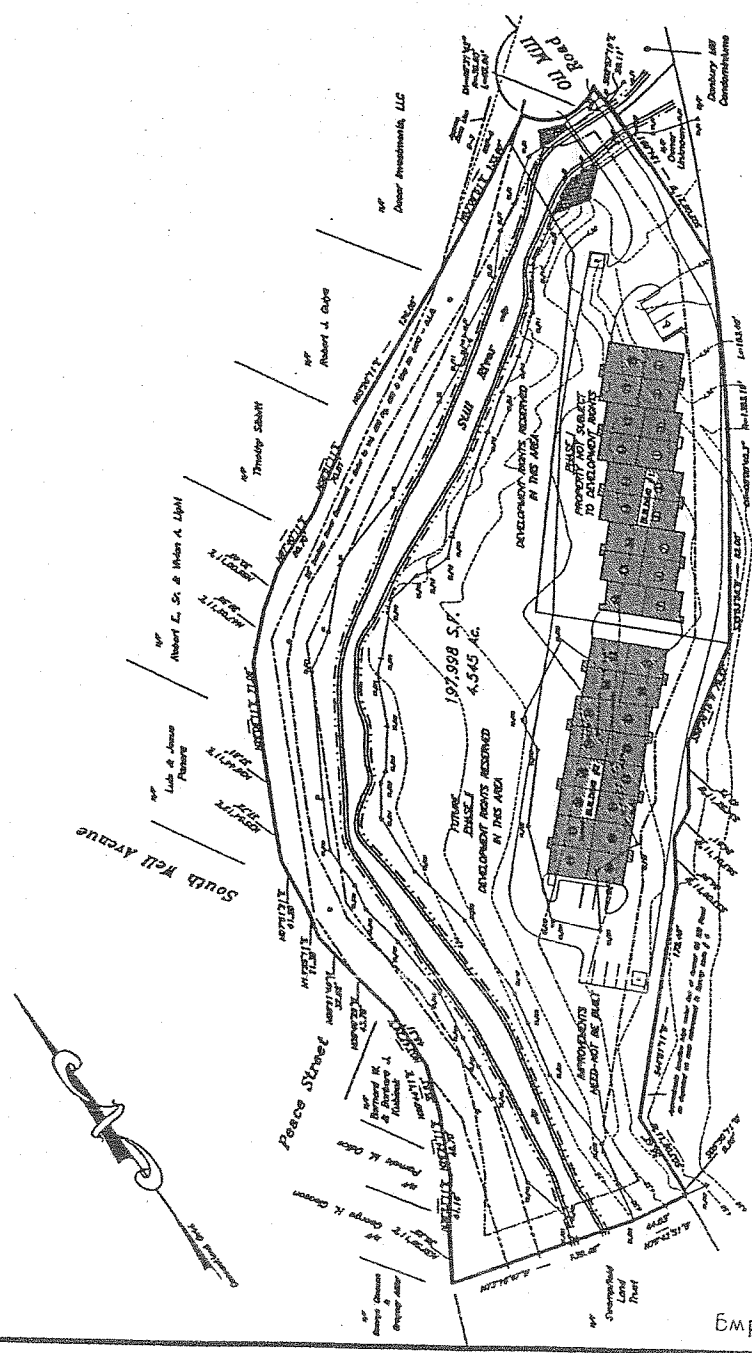


RIVER WOODS AT DANBURY
32 OIL MILL ROAD (UNIT 1, UNIT 2..., UNIT 34)
DANBURY CT 06810

TYPICAL UNIT
THIRD LEVEL PLAN

THE DIMENSIONS, SIZES, CONFIGURATIONS, AND INFORMATION ON THE
ABOVE PLAN ARE MEANT TO BE ILLUSTRATIVE ONLY AND ARE SUBJECT
TO CHANGE IN THE SOLE AND ABSOLUTE DISCRETION OF THE DECLARANT

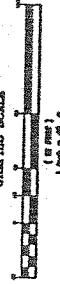
BURTONS BRIDGE LLC



Notes:

1. This map represents a Property Survey based on a Survey and was prepared in accordance with Codes and Ordinances.
2. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
3. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
4. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
5. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
6. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
7. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
8. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
9. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.
10. It is a true and correct representation of the land shown in the Aerial Photograph, and is not intended to be used for any other purpose.

GRAPHIC SCALE

[illegible]

I hereby certify that the above Survey contains all of the information required by the Cons. Gov. Statute 47-228 to the extent that any such information is not shown on the Plans and Specifications.

Robert M. Davidson, L.S. #12,004

every Note:

- [illegible]

SCHEDULE D

**RIVER WOODS OF DANBURY
ALLOCATED INTERESTS
IN COMMON ELEMENTS AND COMMON EXPENSES
VOTES ALLOCATED TO UNIT**

UNIT NO.	ALLOCATED INTEREST	VOTE
1	5.55%	1
2	5.55%	1
3	5.55%	1
4	5.55%	1
5	5.55%	1
6	5.55%	1
7	5.55%	1
8	5.55%	1
9	5.55%	1
10	5.55%	1
11	5.55%	1
12	5.55%	1
13	5.55%	1
14	5.55%	1
15	5.55%	1
16	5.55%	1

17	5.55%	1
18	5.55%	1